



# KAISER PERMANENTE®

**KAISER FOUNDATION HEALTH PLAN, INC.  
GROUP AND KAISER PERMANENTE INDIVIDUAL AND FAMILY (KPIF)  
BROKER AGREEMENT**

This KAISER FOUNDATION HEALTH PLAN, INC. GROUP AND KAISER PERMANENTE INDIVIDUAL AND FAMILY (KPIF) BROKER AGREEMENT ("Broker Agreement") is entered into this [and effective as of the \_\_\_\_\_ ("Effective Date"), between Kaiser Foundation Health Plan, Inc. Hawaii Local Market ("Health Plan"), a California non-profit public benefit corporation on behalf of its Hawaii Local Market, and \_\_\_\_\_ ("Broker"), licensed by the State of Hawaii Insurance Division as an insurance agent.

**I. Definitions.**

- A. "Add-On Commission" shall mean that the commission will be added or loaded to the group's premium rate.
- B. "Broker" shall mean an insurance agent or agency duly licensed by the State of Hawaii Insurance Division and qualified to solicit enrollment of Subscribers and Groups in health benefit plans and other insurance products issued, administered and/or marketed by "Health Maintenance Organizations" as defined in Hawaii Revised Statutes Section 432D-1 and/or "Insurers" as defined in Hawaii Revised Statutes Section 431:1-202.
- C. "Broker Affiliates" shall mean, without limitation, Broker's officers, directors, employees, managers, members, agents, and contractors.
- D. "Broker of Record" shall mean that Broker has submitted a completed broker of record form to Health Plan, which shall be effective on the first day of the month immediately following the month in which the completed form is received by Health Plan, except as otherwise stated in Exhibit "B". For example, if the completed broker of record form is received by Health Plan at any time during the month of September (even if received on the first day of September), the Broker will be the Broker of Record for the group (for

commission purposes) effective from October 1<sup>st</sup>. Notwithstanding this effective date, nothing herein shall prevent Broker from acting for the Group after submitting a completed broker of record form.

- E. "Existing Group(s)" shall mean Groups that, as of the Effective Date, contract with Health Plan for medical services.
- F. "Groups" shall mean employers, unions, associations, and self-employed individuals that meet Health Plan's eligibility requirements.
- G. "Health Plan" shall mean Kaiser Foundation Health Plan, Inc., a California nonprofit, public benefit corporation.
- H. "Large Group(s)" shall mean employer groups with fifty-one (51) or more eligible employees nationally.
- I. "Member(s)" shall mean subscribers and his/her dependents of Health Plan's commercial health benefit plans (i.e., non-Medicare).
- J. "Monthly Aggregate Premium Dollar(s)" shall mean the total amount of monthly medical premiums paid to and received by Health Plan by Groups that have designated and/or authorized the Broker of Record for the purposes of this Agreement. Monthly Aggregate Premium Dollar(s) does not include premiums for dental supplement, or Senior Advantage.
- K. "New Broker" shall mean Brokers who have not previously entered into a broker agreement with the Health Plan.
- L. "New Group(s)" shall mean Groups that have not contracted with Health Plan for medical services for the entire 6-month period prior to the effective date of coverage for the Group. For purposes of looking back at the prior 6-month period, the months prior to the Effective Date will be counted.
- M. "New Members" is defined in Exhibit "B".
- N. "Non-commissioned Groups" shall mean Groups that, as of the Effective Date, contract with Health Plan, and the Broker is not receiving commissions on account of these groups.
- O. "Non-standard Base Commission Groups" shall mean those Groups for which Broker, prior to the Effective Date, was being paid a Base Commission by Health Plan that is other than 3.5%.

- P. "Service Area" shall mean the islands of Oahu, Maui, Molokai, Lanai, Kauai and Hawaii (some health benefit plans offered by Health Plan may not be available on all the islands listed).
- Q. "Small Group(s)" shall mean employer groups with fifty (50) or less eligible employees nationally and on an ACA, Keep Your Plan, or Grandfathered plan coverage.
- R. "Subscriber" will mean the policy holder for Kaiser Permanente Individual Plan Policy and will not include dependents.

## II. Background.

- A. Health Plan is a health maintenance organization, which issues, administers and/or markets health benefit plans for its Subscriber and Groups in the Service Area.
- B. Broker is duly licensed by the State of Hawaii Insurance Division as an insurance agent or agency and is qualified to solicit enrollment in health maintenance organization health benefit plans and other insurance products issued, administered and/or marketed by Health Plan. Evidence of Broker's licensure shall be provided to Health Plan upon Health Plan's request.
- C. Health Plan desires to engage Broker to solicit enrollment of Subscriber and Groups in Health Benefit Plans administered and/or marketed by Health Plan, and Broker desires to provide these services to Health Plan.

## III. Health Plan and Broker Responsibilities.

- A. Solicitation of Individuals.
  - 1. If Broker is licensed and appointed to sell individual plans, Broker is authorized to solicit applications from Subscriber for forms of individual health plans offered by Health Plan and other products, which Health Plan may expressly identify in the future. Broker agrees to use its best efforts to solicit enrollment of Subscriber under this Broker Agreement.
  - 2. Broker shall provide administrative functions include but are not limited to, the following:
    - a. Broker will assist Subscriber, as necessary, in completing and submitting application for

enrollment in accordance with Health Plan's policies and procedures.

- b. Health Plan will have the right to accept or reject any Subscriber submitted for enrollment by Broker based on Health Plan's current policies and procedures. In no event shall any Subscriber be eligible to receive health benefits under an Individual Plan policy unless and until accepted for enrollment by Health Plan with such effective date as determined by Health Plan.

B. Solicitation of Groups.

1. If Broker is licensed and appointed to sell group plans, Broker is authorized to solicit applications from Groups for all forms of health benefit plans offered by Health Plan and other products, which Health Plan may expressly identify in the future, within the Service Area. Broker agrees to use its best efforts to solicit enrollment of Subscriber under this Broker Agreement.
2. Broker shall provide administrative functions on behalf of employer groups represented and in collaboration with Health Plan on a timely and accurate basis. Those functions, include but are not limited to, the following:
  - a. Process Group rate requests and enrollments according to agreed upon schedules.
  - b. Work with Group and Health Plan on a regular basis to solve issues on enrollment, billing, renewal and service while maintaining communication with assigned Health Plan group representative(s).
  - c. Facilitate Groups contract and renewal process.
  - d. Facilitate the Group meeting with Health Plan renewal timeline and deadlines.
  - e. Demonstrate working knowledge of Health Plan Group Administration Manual and Member Handbook.
  - f. Facilitate and organize open enrollment process and activities with Groups.

- C. Authority of Broker. Broker is authorized only to solicit enrollment of Subscriber and/or Groups under this Agreement and may not alter or waive the terms or rates of any contract with a Subscriber and/or Groups ("Service Agreement") or bind Health Plan in any manner, such as by any promise or statement

regarding contract terms or dues amounts. Health Plan, or its authorized representatives, will collect all dues and other costs payable under Service Agreements solicited by Broker except as expressly provided herein below. Broker agrees not to collect any such dues or costs, except with the express approval of Health Plan. In the event Broker has such express approval, Broker shall accept only funds in the form of checks payable to Health Plan and shall forward such checks to Health Plan by the close of the business day following receipt thereof.

- D. Marketing Materials. Broker will use only advertising and marketing materials provided by Health Plan when providing services under this Agreement, unless otherwise agreed to in writing by Health Plan. Broker will comply with Health Plan policies and procedures regarding the use of all such materials. Any alterations or revisions to said materials must be reviewed and approved in writing by Health Plan. Materials provided by Health Plan may include trade secrets as defined by Hawaii law and all such materials must be returned to Health Plan on termination of this Agreement or at Health Plan's request.
- E. Broker Education. Broker will be offered training by Health Plan and shall adhere to Health Plan's specific requirements, expectations, and current policies and procedures.
- F. Knowledge of Health Insurance Market and Groups. Broker and agents affiliated with Broker shall have knowledge of the following: (i) Prepaid Health care Act, (ii) Hawaii health care legislation, and (iii) knowledge of client group's business plans and issues.
- G. Health Plan Access to Groups. Develop, maintain, and advocate equal access to Group and members through equal conditions of offering to include but not limited to regular open enrollments, health fairs and other practices.
- H. Business Development Cooperation Criteria. Broker agrees to work cooperatively with Health Plan in good faith to complete the business development tasks set forth in this section III. H. Broker is not required to complete the tasks herein in order to be eligible to receive the compensation set forth in Exhibit "B" of this Agreement as follows: (i) Attendance by all agents of the Broker in two (2) in-service, mutually agreed upon classes presented by Health Plan for the Broker firm, on such topics as pricing or product updates, trend report, Kaiser-on-the-Job, or other training, (ii) Broker will provide data for Groups during the agreement period for accounts preceding or following the Health Plan renewal, including rates, contribution percentage or amounts, benefit design and strategy, as applicable. Broker will work with

Health Plan to articulate the need for this data from a renewal pricing and global planning perspective, (iii) Participation by all existing and new agents of Broker in a "Backstage Pass" tour at Moanalua Medical Center, (iv) Broker principal will meet with Health Plan sales and account management directors to review the Broker's book of business and identify prospects appropriate for Health Plan, and develop a joint sales strategy.

#### IV. Covenants and Warranties of Broker.

- A. Qualifications. Broker certifies that Broker is duly licensed by the Hawaii Insurance Division to solicit and sell the health benefit plans and other insurance products issued, administered and/or marketed by Health Plan. If Broker is a corporate agency, Broker certifies that the Hawaii Insurance Division benefit plans issued, administered, and/or marketed by Health Plan also duly licenses each employee or agent associated with Broker who solicits and sells. Health Plan will file the appropriate forms with the Hawaii Insurance Division to appoint Broker, and if Broker is a corporate agency, employees and agents affiliated with Broker as agents of Health Plan. Broker warrants that neither Broker nor Broker's employees or agents will solicit or sell any benefit issued, administered or marketed by Health Plan unless Broker and Broker's employee or agent is duly licensed by the Hawaii Insurance Division to sell such plan and has been appointed by Health Plan. Broker certifies to Health Plan that Broker has fully disclosed all information requested in Health Plan's Broker application and that all information disclosed in this application is true and correct. Broker shall immediately notify Health Plan if the Licensure of Broker or any of Broker's employees or agents is curtailed, expires, or is otherwise limited.
- B. Independent Contractor. Broker is an independent contractor and engages in the operation of its own business, and neither Broker nor Health Plan shall be considered to be the agent of the other for any purpose. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other party, except as expressly stated in this Agreement. Nothing in this Agreement shall be construed to establish a relationship of servant, employee, partnership, association or joint venture between the parties. Health Plan shall not be responsible to Broker, Broker's employees, solicitors, agents or independent contractors or to any governing body for any payroll-related taxes or any other employment related liability in connection with the performance of services by Broker or Broker's employees, solicitors, agents or

independent contractors under this Agreement. It is expressly understood that Broker will be responsible for all legally required tax withholding for itself and its employees, solicitors, and agents. Broker warrants that it will comply with all applicable federal, state and local laws, including but not limited to, wage and hour laws and employment discrimination laws. It is expressly understood that none of Broker's solicitors, agents, or employees who are providing services hereunder are employees of Health Plan for any purpose, including but not limited to, employee welfare and pension benefits, fringe benefits of employment, workers' compensation, disability insurance or compensation for services.

- C. Compliance with Laws and Policies. Broker shall comply, and shall cause Broker's principal persons, employees, agents and independent contractors to comply, with all federal, state and local laws and regulations as they relate to Broker's responsibilities under this Agreement. Broker shall promptly notify Health Plan of the institution of any disciplinary proceedings against Broker or any of Broker's principal persons, employees, agents or independent contractors relating to any license issued by the Hawaii Insurance Division.
  
- D. Insurance. Broker will maintain errors and omissions insurance coverage in amounts of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate with an insurer reasonably acceptable to Health Plan and qualified to do business in the State of Hawaii. Broker will notify Health Plan in writing at least ten (10) days prior to any proposed cancellation, cancellation or material change in the insurance coverage of Broker's errors and omission in effect at the time of the execution of this Agreement. Upon request, Broker will provide Health Plan with evidence of Broker's compliance with the above-stated insurance requirement.
  
- E. Indemnification. Broker shall indemnify and hold harmless and at Health Plan's request, defend Health Plan and all other persons or organizations cooperating in the conduct of the health care program known as the "Kaiser Permanente Medical Care Program", and each of their officers, employees and agents (all of which persons or organizations are referred to collectively herein as "Indemnities" or individually as "Indemnities") from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including the payment of attorneys' fees and costs actually incurred, whether or not litigation be commenced), judgments, or obligations, actions or causes of action whatsoever, for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent

that such injury or damage results from or is connected with any acts, failure to act or the performance of or failure to perform obligations hereunder by Broker, its solicitors, employees, or agents.

Health Plan shall indemnify and hold harmless and at Broker's request, defend Broker and its solicitors, employees and agents from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including the payment of attorneys' fees and costs actually incurred, whether or not litigation be commenced), judgments or obligations, actions or causes of action whatsoever, for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent that such injury or damage results from or is connected with any acts, failure to act or the performance of or failure to perform obligations hereunder by Health Plan, their officers, employees or agents.

The foregoing indemnity and hold harmless obligations include and apply without limitation to injury or damage to Broker, Indemnities, third parties, or any or all of them and their respective property, officers, partners, employees, or agents. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which a claim or cause of action is predicated shall have occurred prior the effective date of any such termination or completion.

**V. COMPENSATION.**

- A. Payments of Broker Fees. As applicable to Broker, in consideration of the services to be provided by Broker under Section III of this Agreement, Health Plan agrees to pay Broker as set forth on the "Broker Payment" schedule, attached as Exhibit "A" & "B".
- B. Timing of Payments. Payments to Broker under this Section V.A. will be paid to Broker no later than forty-five (45) days after the end of the month in which the premiums are received by Health Plan.
- C. Error in Payment. Broker will reimburse Health Plan for any broker payments erroneously paid to Broker for any reason, including but not limited to payment resulting from clerical error or payment resulting from a premium payment returned to the Subscriber and/or Groups by Health Plan. Health Plan may collect any payments owed by Broker to Health Plan by



offsetting such amounts against broker payments owed by Health Plan to Broker.

- D. Disclosure of Compensation. Broker is responsible to comply with all legal requirements regarding disclosure of compensation by Kaiser Permanente in the form of commission and other financial incentive.

**VI. TERM AND TERMINATION.**

- A. Term. This initial term of this Agreement shall be for a twelve (12) month period beginning on the Effective Date, and thereafter shall renew for successive one year terms, unless earlier terminated as provided herein.
- B. Termination without Cause. Either party may terminate this Agreement at any time, without cause, upon no less than thirty (30) day's prior written notice to the other party.
- C. Termination with Cause. Health Plan may terminate this Agreement immediately upon written notice to Broker in the event that (i) Broker's insurance license in Hawaii is suspended or terminated; (ii) Broker is disciplined or sanctioned by any state or federal regulatory authority; (iii) Broker commits any act of fraud, misfeasance or malfeasance, as determined by Health Plan in its sole discretion; or (iv) Broker fails to comply with any provision of this Agreement.

**VII. MISCELLANEOUS.**

- A. Arbitration. In the event a dispute arises between the Broker and Health Plan with respect to their rights and obligations under this Agreement, such dispute, upon the written request of either party, shall be submitted to arbitration. Such arbitration shall be conducted in Hawaii.
- B. Confidentiality. Broker, its solicitors, agents, employees, and independent contractors shall keep in strictest confidence all information that is or may be acquired in connection with or as a result of this Agreement. During the term of this Agreement and at any time thereafter, without the prior written consent of Health Plan, Broker, its solicitors, agents, employees, and independent contractors shall not publish, communicate, divulge, disclose or use any of such information which has been provided by Health Plan or has been acquired in connection with or as a result of this Agreement or from the surrounding circumstances or in good conscience ought to be treated by Broker as confidential.

Notwithstanding anything to the contrary stated in this Section, Broker expressly agrees that Broker, its employees, independent contractors and agents shall not use any information provided to Broker by Health Plan except as necessary and reasonably appropriate for Broker's performance of its duties under this Agreement.

Upon termination or expiration of this Agreement, Broker, its employees, solicitors, agents and independent contractors shall deliver to Health Plan all records, data, and other information and other documents provided by Health Plan and all copies thereof in whatever form whatsoever to Health Plan, or at Health Plan's option, provide satisfactory evidence that all such records, data, other information and other documents have been destroyed. All materials provide by Health Plan under this Agreement shall be the sole property of Health Plan.

- C. Nondiscrimination. Broker will provide services under this Agreement without discrimination on account of race, sex, color, religion, national origin, age, physical or mental handicap, sexual orientation, or veteran status. Broker recognizes that Health Plan, as a federal government contractor, is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. Broker, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations.
- D. Nonexclusive. This Broker Agreement is nonexclusive and Health Plan reserves the right to obtain services from any other Broker.
- E. Entire Agreement; Modification. This Agreement contains the entire understanding of the parties and can be modified only by a written document signed by each party. Notwithstanding the preceding sentence, Health Plan reserves the right to unilaterally modify the broker payment schedule, broker compensation, rules regarding payment of compensation, eligibility for compensation, and/or the commission schedule, by sending written notice to Broker. Neither party to this Agreement has made any representation or warranty relating to the Agreement nor the subject matter of this Agreement except as those specifically contained in writing in this Agreement.
- F. Assignment. Neither Health Plan nor Broker may assign this Agreement without the written consent of the other. Broker shall not subcontract with any subcontractor for the provision of services under this Agreement without Health Plan's prior written consent.

- G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii.
- H. Construction. Headings contained in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement.
- I. Notice. All notices required under this Agreement shall be deemed to have been fully given when made in writing and communicated electronically, personally delivered or deposited in the United States mail, certified and postage prepaid, or delivered by overnight delivery service with written proof of delivery, and addressed as follows:

To Health Plan:

Kaiser Permanente  
Broker Shared Service Center  
3100 Thornton Ave., 3<sup>rd</sup> Floor  
Burbank, CA 91504  
844-268-2943  
HI-BKRLAC@kp.org

To Broker:

[Name], [Title]  
[Company]  
[Address]  
[City], [State] [Zip Code]  
[Phone]  
[Email]

Both parties shall notify the other party of any changes to the notice information above.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Broker and Health Plan executed this Agreement on the day and year set forth at the beginning of this Agreement.

KAISER FOUNDATION HEALTH PLAN, INC.

\_\_\_\_\_  
By: Christina K. Hause  
VP, Marketing, Sales, and Business Development  
Kaiser Permanente Hawaii Region

Date:

BROKER

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

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

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

Social Security Number (if individual): \_\_\_\_\_

Federal Identification Number (if corporation):  
\_\_\_\_\_

EXHIBIT "A"  
PROVISIONS FOR BROKER PAYMENTS

Health Plan will pay commissions to Broker conditioned upon, but not limited to, the following provisions:

1. Broker shall be the Broker of Record for the Group(s). Broker shall become effective as the Broker of Record for the administration of Health Plan benefits upon submission of Group's written confirmation. Except as otherwise provided herein, payment of broker commission will commence on the first day of the month following receipt of Group's written confirmation and submission of all required documentation, including but not limited to, a completed broker of record form.
2. Payment of broker commission will commence as set forth in Exhibit "B" when (a) all required documents from Broker are received, including but not limited to, the Broker Application Form, and the Broker of Record form and (b) Broker complies with all applicable Health Plan policies.
3. Payments are based on medical premiums only. Broker commissions will not be paid for Health Plan's dental supplement portion of premium, or Senior Advantage.
4. During the term of this Broker Agreement, Health Plan will pay Broker based on current broker schedule as set forth in Exhibit "B".
5. Health Plan shall immediately cease payment of commissions if Broker fails to comply with any provision of this Broker Agreement. The foregoing does not apply to the Business Development Cooperation tasks contained in Section III.H of this Agreement.
6. It is the sole responsibility of the Broker to notify Health Plan of any discrepancies in payment amounts within ninety (90) days after receipt of the payment. Health Plan shall have no obligation to correct any discrepancies in payment if Health Plan is not notified by Broker of such discrepancies within said 90-day period.
7. Broker shall comply with all legal requirements, applicable to Broker and Broker Affiliates, to disclose to customers all commissions and other payments made to it by Health Plan.
8. In accordance with Paragraph 2 in this Exhibit "A", Broker acknowledges that (a) Broker is responsible for submitting documents to Health Plan, including a completed Broker of Record Form, and (b) commissions will not be paid until the completed Broker of Record form is submitted and other requirements for payment of a commission are satisfied by Broker. If approved, retroactive broker payments, on account of the failure to pay commissions caused either by Broker's or Health Plan's failure,

will only be paid retroactively for up to ninety (90) days from the date of submission or discovery of the completed Broker of Record form.

9. Health Plan reserves the right to refuse broker commission adjustments requests.

EXHIBIT "B"  
SCHEDULE OF COMMISSION PAYMENTS

The commission paid to Broker shall depend on the Group(s) that have delegated or authorized Broker to act on their behalf:

**I. Groups**

A. Small Groups:

1. Standard Commission Groups: Effective January 1<sup>st</sup>, 2018, the Monthly Aggregate Premium Dollars (excluding premiums received from Broker's Non-commissioned Groups and Direct-to-Broker Groups, as described below) received from Groups for which Broker is the Broker of Record multiplied by three and one-half percent (3.50%), which will be embedded. The application of the foregoing is illustrated only by the following formula:  $[MAPD - (NCG + Direct-to-Broker) \times 3.50\% = \text{Base Commission for Standard Commission Groups}]$ .
2. Direct-to-Broker: Notwithstanding commission amounts previously agreed upon with the Broker for Existing Groups to the contrary, for all Existing Groups that were previously directly enrolled by Health Plan for the period commencing from the calendar year 2012 to end of the calendar year 2017, and during the Term of this Agreement, and for which the Broker is now the Broker of Record, the commission rate paid to the Broker will be at 1% embedded. Any commission rate paid to Broker previously for existing groups is not applicable and is superseded by this new rate. Any direct-to-broker groups that are already at 3.5% will continue to be paid at 3.5%.

B. Large Groups:

1. Standard Commission Groups: Effective upon the group's renewal with Health Plan, the Monthly Aggregate Premium Dollars (excluding premiums received from Broker's Non-commissioned Groups and Non-standard Base Commission Groups) received from Groups for which Broker is the Broker of Record multiplied by three and one-half percent (3.50%), which will be added on. The application of the foregoing is illustrated only by the following formula:  $[MAPD - (NCG + NSCG) \times 3.50\% = \text{Base Commission for Standard Commission Groups}]$ .

2. Exception to item (1) above:

- a. Exceptions to the 3.5% standard commission rate will be granted based on written agreement between the Broker and Health Plan.
- b. Exceptions to the 3.5% Add-on Commission may be made for term contracts that are shorter or longer than 12 months, which may result in the Add-On Commission being greater or less than 3.5%.
- c. For Direct-to-Broker Groups, as described below, payment of broker commission to Broker will commence upon the date of the Group's next renewal. Direct-to-broker shall mean that prior to the Broker being the Broker of Record, the group was previously directly enrolled by Health Plan.
- d. For Broker-to-Broker Groups, payment of broker commission to the new Broker of Record shall be the same commission rate paid to the former Broker or Record.

**II. Individual**

For each New Member (as defined below) enrolled by the Broker in a Kaiser Permanente Individual and Family plan, Health Plan shall pay to Broker a fixed one-time payment of one hundred dollars (\$100.00).

"New Member(s)" is defined as subscribers or dependents who have not been enrolled in a Kaiser Permanente Individual and Family plan at any time during the 90-day period preceding the date of enrollment by the Broker under this Agreement.

In no event shall the amount of the compensation for New Members paid by Health Plan to Broker exceed the amount shown above.

This compensation schedule applies only to ACA-compliant Kaiser Permanente Individual and Family plans sold in and out of the health insurance exchange.