

AMENDMENT TO PRODUCER SERVICES AND COMMISSION AGREEMENT

This AMENDMENT to the PRODUCER SERVICES AND COMMISSION AGREEMENT (“Amendment”), effective as of the Amendment Effective Date defined herein, is by and between Kaiser Foundation Health Plan of Georgia, Inc., a Georgia nonprofit corporation (“KFHP-GA”), and each licensed Producer who is appointed by KFHP-GA and is a party to a Producer Services and Commission Agreement with KFHP-GA (“Producer”).

RECITALS

- A. KFHP-GA and Producer are parties to a Producer Services and Commission Agreement, pursuant to which Producer agreed to solicit applications for certain fully insured products of KFHP-GA and Kaiser Permanente Insurance Company (the “Agreement”).
- B. Kaiser Permanent Insurance Company (“KPIC”) administers small and mid-sized employer self-funded health benefit plans under a program called “Level Funding” (“Level Funding Administration”) and subcontracts certain functions associated with such administration to KFHP-GA.
- C. KFHP-GA desires to engage Producer to provide the services described in the Agreement with respect to Level Funding Administration.
- D. Section 5.e of the Agreement permits KFHP-GA to unilaterally amend the Agreement upon sixty (60) days’ written notice to Producer.
- E. Therefore, KFHP-GA hereby amends the Agreement as set forth herein.

NOW, THEREFORE, the following shall be effective on the sixty first (61st) day following delivery of this Amendment to Producer, in accordance with the provisions of Section 5.e of the Agreement:

1. LEVEL FUNDING ADMINISTRATION

The terms and conditions of the Agreement shall apply to Level Funding Administration, and Producer shall provide the services set forth in the Agreement with respect to Georgia employer Group customers or prospective Group customers for which KPIC provides Level Funding Administration, in accordance with the terms of the Agreement. Therefore, with respect to any services provided by Producer under the Agreement in connection with Level Funding Administration, the terms and conditions of the Agreement shall be deemed to be revised as necessary to apply to Level Funding Administration. Without limiting the generality of the foregoing sentence,

for purposes of Level Funding Administration only, the Producer Agreement is hereby amended as follows:

- a. Any reference in the Agreement to “benefit plan”, including, without limitation, in the context of enrollment in a benefit plan, an application for a benefit plan, a member of a benefit plan, or benefit plan rates, shall be deemed to refer to Level Funding Administration provided by KPIC, to the extent such provision may be applicable to a Group customer’s or prospective customer’s engagement of KPIC to provide such administration on behalf of the Group’s self-funded health benefit plan.
- b. Any reference in the Agreement to “Group” or “customer” shall be deemed to refer to an employer group solicited under this Agreement to engage KPIC to provide Level Funding Administration on behalf of the employer’s self-funded health benefit plan.
- c. Any reference in the Agreement to “Contract” shall be deemed to refer to the ASO Agreement between KPIC and the employer group under which KPIC agrees to provide Level Funding Administration on behalf of the employer’s self-funded health benefit plan (the “ASO Agreement”).
- d. Any reference in the Agreement to enrollment in or application for enrollment in a benefit plan or in a KFHP-GA or KPIC product shall be deemed to refer to Group’s application for and engagement of KPIC for the provision of Level Funding Administration.
- e. The Producer’s scope of authority, described in Section 1.a (Scope of Authority) of the Agreement shall be deemed to include KFHP-GA’s authorization for Producer, on a non-exclusive basis, to solicit applications for Level Funding Administration from qualified prospective Groups in the designated territory identified in Exhibit B to the Agreement, pursuant to the terms and conditions of the Agreement. Producer shall use its best efforts to solicit qualified prospective Groups to engage KPIC to provide Level Funding Administration for the Groups’ self-funded health benefit plans.
- f. Any reference to “premiums” in Section 1.b (Limitation of Authority) of the Agreement shall be deemed to apply to any administrative fees or other amounts due from a Group under the ASO Agreement
- g. Notwithstanding any provisions in the Agreement, KFHP-GA agrees to compensate Producer for services provided under the Agreement in connection Level Funding Administration on a per-employee-per-month basis at the rate set forth in the Producer Commission Schedule available at:

<https://account.kp.org/business/broker/georgia/working-with-kp/compensation/schedules>

Level Funding Administration compensation will be paid for all Groups for which KPIC provides Level Funding Administration. Payments will begin concurrently with the original effective date of a new Group or renewal of an existing Group, and will continue so long as KPIC provides Level Funding Administration for such Group. Payment of Level Funding Administration compensation is subject to the provisions of the Agreement applicable to the payment of commissions, to the extent such provisions may reasonably be applied to Level Funding Administration compensation. KFHP-GA will have the right to change the compensation for Level Funding Administration upon ninety (90) days' prior written or electronic notice to Producer at any time without obtaining consent of Producer.

- h. The terms of the Agreement applicable to Level Funding Administration may be terminated in accordance with Section 4.1 of the Agreement without necessitating the termination of the Agreement as it applies to any other KFHP-GA or KPIC products.

2. BUSINESS ASSOCIATE SUBCONTRACT

Producer acknowledges that any Protected Health Information (as defined by Health Insurance Portability & Accountability Act of 1996, Pub. L. No. 104-191, and implementing regulations, as amended from time to time) associated with Level Funding Administration (a) is disclosed to and held by Kaiser Permanente Insurance Company in its capacity as a business associate of the employer's health benefit plan, (b) is disclosed to and held by KFHP-GA in its capacity as the downstream business associate of Kaiser Permanente Insurance Company, and (c) will be disclosed to and held by Producer in Producer's capacity as a further downstream business associate of KFHP-GA. Therefore, Producer shall comply with the terms of the Business Associate Subcontract between KFHP-GA and the agency that employs Producer. The terms of the Business Associate Subcontract shall supersede any conflicting terms in the Agreement with respect to such Protected Health Information.

3. VALIDITY OF ORIGINAL AGREEMENT

To the extent that they do not conflict with the terms of this Amendment, all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment shall control.

4. DEFINED TERMS

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

5. AUTHORITY

The undersigned individual represents that such individual is fully authorized to execute this Amendment on behalf of KFHP-GA.

6. AMENDMENT EFFECTIVE DATE

This Amendment shall be effective as of July 1, 2022 (“Amendment Effective Date”).

IN WITNESS WHEREOF, KFHP-GA has executed this Amendment on the date written below, to be effective as of the Amendment Effective Date.

Kaiser Foundation Health Plan of Georgia, Inc.



By:

Name: Jim Cullinan

Title: Vice President, MSBD

Date: 2/21/2022