

# 2024 Producer Performance Guide



California

# Welcome



## Dear Producer,

We are pleased to present UnitedHealthcare's 2024 Producer Performance Guide. Please keep this guide and refer to it whenever you have a commission or bonus-related question.

As you review the guide, you'll notice there are key sections that will help you sell UnitedHealthcare and build your relationship with your clients:



### **Terminology, case size designations and geography**

Identifies terms used in this guide, case size segments explanation and geographical areas covered.



### **Medical commission and bonus programs**

Outlines our competitive base commission, with additional opportunities available through our bonus programs.



### **Specialty products commission and bonus programs**

Provides details on Small Business and Key Account specialty product base commissions and bonus programs, including Dental, Vision, AD&D, Life, Disability and more.



### **Policies and practices**

Presents important, detailed information on all of our broker compensation programs.

As you read through the guide, we think you'll see that these commission and bonus programs offer fair compensation for offering UnitedHealthcare to your clients. We look forward to strengthening our relationship and working together to grow our mutual business.

Thank you,  
**UnitedHealthcare**

# Terminology

## Terms used in this guide

- **Agent, agency, broker, producer, you** and **yours** are interchangeable and refer to a licensed agent or agency
- **UnitedHealthcare, we, our** or **us** are interchangeable and refer to UnitedHealthcare or associated subsidiaries and affiliates
- **Customer, client, group, case** or **policy** are interchangeable and refer to the policyholder or entity purchasing the insurance product
- **Enrolled employee, covered employee** and **subscriber** are interchangeable and refer to the employee enrolled for coverage in the insurance plan referenced
- **Members** are the employees and their covered dependents enrolled for coverage by the insurance plan referenced
- A **Writing Agent** is a licensed and appointed agent who actually performs the activities related to the solicitation and sale of the insurance plan
- An **Agent of Record (AOR)** is the agent or agency receiving the commissions on a case. The term is interchangeable with “payee.”
- A **consultant or service provider** is a person or agency who is paid a fee directly by the client instead of carrier-paid commissions, including cases where we administer the collection and payment of a service fee on behalf of, and as a courtesy to, the customer
- **Affiliated cases** is the term used when larger employer groups with multiple sites or multiple segments are divided into several different policies or group numbers. Those subgroups are combined and considered to be 1 case for commission and bonus purposes.
- **Commissionable and non-commissionable cases:** Non-commissionable cases are cases where no commissions, or minimal commissions, are paid by the carrier. A case is considered “commissionable” when reasonable base commissions are paid to the producer on a fully insured case, or reasonable commissions are paid to the agent on the administrative fee of a self-funded case. Our processing of a “service fee” or similar payment related to a service agreement between the policyholder and the service provider does not make a case commissionable. Adding minimal or “token” commissions to a case does not make it commissionable, and commissions paid on stop-loss coverage only do not make a case commissionable. UnitedHealthcare reserves the right, at our sole discretion, to determine whether any case is commissionable. Each line of business is considered separately when determining whether a case is commissionable.
- **Governmental Entities** include (but are not limited to) public tax-supported entities created by state or local governmental action, including villages, townships, cities, counties, states, public school districts (including some charter schools), public universities, government-sponsored boards and districts, and similar entities. UnitedHealthcare has sole discretion in determining whether a customer is a “Governmental Entity.”

An important note about carrier compensation programs and producer participation: Some non-commissionable customers restrict their producers from participating in carrier compensation programs (bonus, override and recognition programs). It is the producer’s responsibility to know what if any restrictions their non-commissionable customers impose and to inform UnitedHealthcare of any applicable limitations. (See details in the Policy Section of this guide).



**Please refer to the producer compensation policies and practices in the back of this guide for important information.**

# Geography and case size designations

## Area covered by this guide

The bonus programs in this guide apply only to agents with permanent addresses in **California**.

## Case size designations

Many of the commission and bonus programs in this guide apply to specific case size segments (for example, “groups with up to 50 employees” or “51 or more employees”). In most situations, these labels will coincide with the actual number of employees in the group that are eligible (but not necessarily enrolled) for coverage. However, the actual case size segment designation for commission and bonus program purposes will be made in accordance with state and federal regulations and may be based on the employee count at some point in time, the average number of employees over some period of time or other factors such as the rating formula used, underwriting rules or operating system indicators. That means the specific assignment of any group to one of these classifications may not reflect the actual number of employees at a specified time. Once classified, groups do not automatically change classification for these purposes if their employee count grows or shrinks. That means that some groups with (for example) more than 50 employees will be included in the “up to 50 employees” commission and bonus programs, and some groups with fewer than 51 eligible employees will not. We reserve the right to classify any group in any of these designations for these purposes according to our rules and in accordance with state and federal regulations, regardless of the group’s actual enrollment or eligible employee count.

# Medical benefits



## Medical base commissions for fully insured groups with up to 100 eligible employees

### California

This commission schedule is effective for new fully insured medical groups with up to 100 eligible employees\* in California with effective dates on or after January 1, 2024.

Medical case size	Commissions
All new groups with up to 100 eligible employees*	5% of paid premium

### How to calculate monthly commissions

The monthly commission payment is calculated by multiplying paid premium for the month by the percentage indicated. For example, if the paid premium for a month for a group is \$10,000, the commissions for that month will be 5% times \$10,000, or \$500.

*Commission schedules in other states may be different than the above schedule. Please contact your UnitedHealthcare sales office for base commission schedules in other areas. Some medical products may have a specified commission schedule that replaces and supersedes this schedule.*

*All UnitedHealthcare commissions and bonus programs are subject to the Agent/Agency Agreement and the policies contained in the Producer Performance Guide. Please refer to that information for complete guidelines for our producer compensation programs.*

*All Savers Alternate Funding Commissions: Please contact your UnitedHealthcare sales office or reference the online producer portal ([UHOne.com/broker](https://UHOne.com/broker)) for the most current All Savers Alternate Funding commission schedule for your area.*

\*Classification as a group of "up to 100 employees" is determined by us considering a number of factors. Please see "Case Size Designations" on page 4 for details.

\*UnitedHealthcare groups with up to 100 eligible employees in California with effective dates before January 1, 2024 will continue with the commission schedule that was in effect for that group in 2022.

## Quarterly medical bonus program for groups with up to 100 employees

UnitedHealthcare will award a bonus to brokers with higher volumes of cases with up to 100 employees. Brokers having the required minimum number of enrolled medical employees in eligible cases on the last day of the calendar quarter and who meet minimum net growth requirements will qualify for a bonus. The bonus is paid as an amount per employee determined by the number of enrolled employees in eligible cases on the last day of the calendar quarter according to the following table:

### Bonus payment table — initial bonus paid per enrolled employee per calendar quarter

Enrolled employees in eligible groups with up to 100 employees	Groups with 1 or more enrolled employees
100 to 349 enrolled employees	\$8
350 to 749 enrolled employees	\$10
750 or more enrolled employees	\$12

Eligible cases are fully insured, level-funded and All Savers Alternate Funding medical groups with up to 100 eligible employees that are active on the last day of the calendar quarter. Enrolled employee counts used to determine group size and payment amounts are UnitedHealthcare's actual counts for eligible groups on the last day of the calendar quarter. Some cases require written customer approval before being eligible for bonus programs, and some cases are excluded from all bonus programs by regulations and our policies. Only agents permanently located in the area indicated on page 4 of this guide are eligible for this bonus.

**Net growth:** The bonus you receive will be modified by a factor determined by the change in the number of enrolled medical employees eligible for the Quarterly Medical Bonus program from the same calendar quarter in the prior year, according to the following table:

Net change percent	Net growth factor
125% or more	1.3
115% to 124.9%	1.2
105% to 114.9%	1.1
100.0% to 104.9%	1.0
Under 100%	No bonus

The percentages in the left-hand column of the net change table above are the total of the enrolled employees in eligible medical cases at the end of the current quarter divided by the same count at the end of the same calendar quarter in the prior year, rounded to the nearest 1/10 of 1%. The prior year count of eligible cases will include groups that were active with us in the prior year but may not have been included in the prior year's Quarterly Medical Bonus calculation due to changes in program rules, segment transfers, AOR changes or other situations.

**Specialty Benefits:** The bonus you receive will be modified by a factor that is determined by the ratio that results from dividing the number of enrolled employees in group dental, life, vision, short-term disability, long-term disability, critical illness, hospital indemnity and accident cases with up to 100 eligible employees\* (including stand-alone cases) at the end of the current calendar quarter by the number of medical enrolled employees in eligible cases at the end of the current calendar quarter, according to the following table:

Ratio of Specialty Benefits enrolled employees to medical enrolled employees	Bonus amount is multiplied by:
1.25 or more	1.3
1.0 to 1.249	1.2
0.75 to 0.999	1.0
0.5 to 0.749	0.8
Under 0.5	0.7

**Agent of Record (AOR) changes:** Cases that are removed from the agency's block of eligible business due to an AOR change during the bonus period will be removed from the prior year enrollment count (and therefore will not count against the agency in the net change percentage calculation) unless the group cancels at the time of the AOR change. Cases that are acquired by the agency due to an AOR change during the bonus period will be included in both the beginning and ending count for all bonus calculations, regardless of the original effective date of the acquired case.

## Quarterly Medical Bonus calculation. You can calculate your Quarterly Medical Bonus by following these steps:

### 1. Determine Bonus Level and Initial Bonus Amount

- Find the appropriate row in the Bonus Payment Table on the previous page for the total number of enrolled employees in all eligible groups as of the end of the current quarter.
- Multiply the enrolled employee counts by the appropriate rates in the payment table to determine the Initial Bonus Amount.

### 2. Determine the Net Growth Factor

- Calculate the Net Change in medical lives from the prior year by dividing the current enrolled employee count in eligible groups for the current quarter by the enrolled employee count for the same quarter in the prior year.
- Find the appropriate Net Growth Factor from the table on the previous page.
- If the Net Change in medical lives is high enough to qualify for a bonus, multiply the Initial Bonus Amount by the Net Growth Factor from the table on the previous page.

### 3. Determine Specialty Bonus Factor and Quarterly Medical Bonus Amount

- Calculate the ratio of Specialty Benefits employees to medical employees by dividing the Specialty Benefits enrolled employee count by the medical enrolled employee count for the current quarter.
- Find the appropriate Specialty Benefits Factor from the table on this page.
- Multiply the amount from step 2c above by the Specialty Benefits Factor to determine the Quarterly Medical Bonus payment.

\*Classification as a group with "up to 100 employees" is determined by us considering a number of factors. Please see "Case Size Designations" on page 4 for details.

# Group Retiree Medicare Advantage & Part D



## Group Retiree benefits

for groups with 50 or more post-65 eligible retirees (and group subsidy)

### Group Medicare Advantage (MA) commissions

\$11 PMPM

### Group Medicare Advantage with Part D (MAPD) commissions

\$11 PMPM

### Group Part D (PDP Only) commissions

\$4 PMPM

Group Medicare Advantage plans provide the potential for employers to materially reduce costs while providing better benefits, improved clinical and wellness care, and little to no disruption for their retirees.



#### Near-universal provider access

Access to all willing medical providers nationally.



#### Benefit design

National coverage with consistent member cost share both in and out-of-network.



#### Streamlined experience

Simplified benefit design with 1 ID card and call center.



#### Plan administration

Single payer plan that provides coverage for all benefits covered by traditional Medicare.



#### Clinical and wellness offerings

- HouseCalls— in-home checkup
- Renew Active®— largest national Medicare fitness program focusing on body, mind and social
- UnitedHealthcare Healthy at Home— post-discharge in-home care, meals and transportation
- Retiree-designated critical care and remote monitoring programs

Coverage, benefits and offerings dependent on group selection.

## Contact your UnitedHealthcare representative to get a Group Retiree quote proposal

UnitedHealthcare Group Medicare Advantage® plans are offered by UnitedHealthCare Insurance Company and its affiliated companies, Medicare Advantage Organizations with a Medicare contract. Limitations, copayments and coinsurance may apply. Benefits may vary by employer group. Group must represent to UnitedHealthcare that it offers employment-based retiree coverage as that term is defined in 42 CFR 422.106(d) (5) and that it will only enroll individuals with the status of a retired participant, or spouse or dependent of a retired participant, in the group's employment-based group plan. Classification of a group with "50 or more post-65 eligible retirees" assumes anticipated new enrollment is 50 or more; custom plan design threshold is 50 members. Group Retiree commissions must be within CMS limits and can be quoted net of commissions; decisions to include commissions must be determined prior to (or during) the underwriting premium rating process.

Broker on-boarding and compensation payment for Group Retiree plans managed separate from the United eServices Sales Automation Management (SAM), Employer eServices and United Advantage systems and processes. Your Group Retiree quote proposal contact can help you navigate the Group Retiree on-boarding. Group Retiree plans do not accumulate toward commercial quarterly or annual Medical/Specialty Bonus program thresholds.



# Specialty Benefits



## Basic and Supplemental Life base commissions for groups with up to 50 eligible employees

10% of paid premium

## Dental base commissions for groups with up to 50 eligible employees

10% of paid premium

## Vision base commissions for groups with up to 50 eligible employees

10% of paid premium

## Short-term and long-term disability base commissions for groups with up to 50 eligible employees

Disability annual premium*	Commission rate
For the first \$15,000 paid premium in a plan year	15% of premium
For the next \$10,000 paid premium in a plan year	10% of premium
For the next \$25,000 paid premium in a plan year	5% of premium
For paid premium over \$50,000 in a plan year	1% of premium

## Oxford Benefit Management® (OBM) commissions for groups with 2 to 100 eligible employees

10% of paid premium

\*This schedule is applied on a per-case basis. The schedule is applied to each disability case starting at the top of the schedule on the original effective date or renewal date.

Oxford Benefit Management, Inc. acts as the distribution company for products by third-party vendors including UnitedHealthcare Dental, Spectera, LifeEra and UnitedHealth Allies. The UnitedHealthcare Dental PPO Plan, the UnitedHealthcare Dental Trust Plan and Spectera, Inc. are underwritten by UnitedHealthcare Insurance Company, Hartford, Connecticut (except in New York), UnitedHealthcare Insurance Company of New York, Hauppauge, New York (New York only). OBM does not underwrite or administer these products and bears no risk on any product offered. UnitedHealthcare Dental coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by Dental Benefit Providers, Inc., Dental Benefit Administrative Services (California only), United HealthCare Services, Inc. or their affiliates. UnitedHealthcare Vision coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by Spectera, Inc., United HealthCare Services, Inc. or their affiliates. UnitedHealthcare Life and Disability products are provided by UnitedHealthcare Insurance Company and Unimerica Insurance Company; Unimerica Life Insurance Company of New York (New York City); and in California, Unimerica Life Insurance Company. OBM and SBS packages are not available in all states and state-specific requirements may cause limitations or variations for the plans.

Commissions for Specialty Benefit groups with 51 or more eligible employees may be established at the request of the agent or customer. The above schedules will apply if an alternative schedule is not requested.

Classification of a group with "up to 50 eligible employees" is determined by us considering a number of factors. Please see "Case Size Designations" on page 4 for details.

## Standard commission schedules 51–5,000 for Specialty Benefits

Commission schedules for groups with 51 or more eligible employees may also be set at specific levels requested by the broker or customer. Talk to your UnitedHealthcare sales representative to request specific commission rates.

Dental commission scale	
Annual premium*	Commission rate
First \$10,000	10%
Next \$15,000	7.5%
Next \$15,000	5%
Next \$20,000	2.5%
> \$60,000	1.5%

Vision commission rate	
10% of paid premium	

Basic and Supplemental Life commission scale	
Annual premium*	Commission rate
First \$25,000	10%
Next \$25,000	7%
Next \$50,000	3%
Next \$100,000	2%
> \$200,000	1%

Short-Term & Long-Term Disability commission rates**	
Annual premium*	Commission rate
First \$15,000	15%
Next \$10,000	10%
Next \$25,000	5%
> \$50,000	1%

Paid Family Medical Leave***	
Annual premium*	Commission rate
First \$15,000	15%
Next \$10,000	10%
Next \$25,000	5%
>\$50,000	1%

\*Schedule applied to each case starting at the top of the schedule on the original effective date or renewal date. \*\*This schedule is applied on a per-case basis. The schedule is applied to each disability case starting at the top of the schedule on the original effective date or renewal date. \*\*\*Paid Family Medical Leave (PFML) plans are only available to groups with 100 or more eligible employees, with at least 25 employees working in the applicable PFML State (e.g., Massachusetts or Connecticut). For PFML product availability, please contact your UnitedHealthcare representative.

The policies have exclusions, limitations and terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, contact either your broker or the company. Some products are not available in all states. Benefits for the UnitedHealthcare dental DHMO plans are provided by or through the following UnitedHealth Group companies: Nevada Pacific Dental, National Pacific Dental, Inc. and Dental Benefit Providers of Illinois, Inc. The New York Select Managed Care Plan is underwritten by UnitedHealthcare Insurance Company of New York. Administrative services provided by DBP Services. The Select DHMO plan is underwritten by Dominion Dental Services, Inc. Dominion is licensed as a Limited Health Care Services HMO in Virginia, Pennsylvania and a Dental Plan Organization in Maryland and Delaware.

**Benefits for the UnitedHealthcare Dental DHMO/Direct Compensation plans are offered by Dental Benefit Providers of California, Inc. UnitedHealthcare Dental is affiliated with UnitedHealthcare.** UnitedHealthcare dental coverage underwritten by UnitedHealthcare Insurance Company, UnitedHealthcare Insurance Company of New York, or their affiliates. Administrative services provided by Dental Benefit Providers, Inc., Dental Benefit Administrative Services (CA only), DBP Services (NY only), United HealthCare Services, Inc. or their affiliates. UnitedHealthcare vision coverage provided by or through UnitedHealthcare Insurance Company, UnitedHealthcare Insurance Company of New York, or their affiliates. Administrative services provided by Spectera, Inc., United HealthCare Services, Inc. or their affiliates. UnitedHealthcare Life and Disability products are provided by UnitedHealthcare Insurance Company and in California by Unimerica Life Insurance Company. UnitedHealthcare Critical Illness product is provided by UnitedHealthcare Insurance Company. Critical Illness coverage is NOT considered "minimum essential coverage" under the Affordable Care Act and therefore does NOT satisfy the mandate to have health insurance coverage. Failure to have other health insurance coverage may be subject to a tax penalty. Please consult a tax advisor. UnitedHealthcare Accident Protection product is provided by UnitedHealthcare Insurance Company. UnitedHealthcare Hospital Indemnity product is provided by UnitedHealthcare Insurance Company. The product provides a limited benefit for certain hospital indemnity plan benefits. Please note: HOSPITAL INDEMNITY coverage is NOT considered "minimum essential coverage" under the Affordable Care Act and therefore does NOT satisfy the mandate to have health insurance coverage. Failure to have other health insurance coverage may be subject to a tax penalty. Please consult a tax advisor. UnitedHealthcare Insurance Company is located in Hartford, CT; UnitedHealthcare Insurance Company of New York is located in Islandia, NY; and Unimerica Life Insurance Company is located in Milwaukee, WI.

## Critical Illness Protection Plan commission rates

Commission rate based on group size*	Commission rate
51–99 eligible employees	15%
100–500 eligible employees	13%
501–999 eligible employees	11.5%
1,000+ eligible employees	10%

## Accident Protection Plan commission rates

Commission rate based on group size*	Commission rate
51–99 eligible employees	15%
100–499 eligible employees	13.5%
500–999 eligible employees	12.75%
1,000+ eligible employees	11%

## Hospital Indemnity Protection Plan commission rates

Commission rate based on group size*	Commission rate
51–99 eligible employees	15%
100–500 eligible employees	13%
501–999 eligible employees	11.5%
1,000+ eligible employees	10%

## Supplemental Health combo package

Commission rate based on group size*	Commission rate
100–500 eligible employees	13%
501–999 eligible employees	11.5%
1,000+ eligible employees	10%

## Benefit Ally

Commission rate based on group size*	Commission rate
100+ eligible employees	10%

\*Schedule applied to each case starting at the top of the schedule on the original effective date or renewal date.

The policies have exclusions, limitations and terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, contact either your broker or the company. Some products are not available in all states. Benefits for the UnitedHealthcare dental DHMO plans are provided by or through the following UnitedHealth Group companies: Nevada Pacific Dental, National Pacific Dental, Inc. and Dental Benefit Providers of Illinois, Inc. The New York Select Managed Care Plan is underwritten by UnitedHealthcare Insurance Company of New York. Administrative services provided by DBP Services. The Select DHMO plan is underwritten by Dominion Dental Services, Inc. Dominion is licensed as a Limited Health Care Services HMO in Virginia, Pennsylvania and a Dental Plan Organization in Maryland and Delaware.

**Benefits for the UnitedHealthcare Dental DHMO/Direct Compensation plans are offered by Dental Benefit Providers of California, Inc. UnitedHealthcare Dental is affiliated with UnitedHealthcare.** UnitedHealthcare dental coverage underwritten by UnitedHealthcare Insurance Company, UnitedHealthcare Insurance Company of New York, or their affiliates. Administrative services provided by Dental Benefit Providers, Inc., Dental Benefit Administrative Services (CA only), DBP Services (NY only), United HealthCare Services, Inc. or their affiliates. UnitedHealthcare vision coverage provided by or through UnitedHealthcare Insurance Company, UnitedHealthcare Insurance Company of New York, or their affiliates. Administrative services provided by Spectera, Inc., United HealthCare Services, Inc. or their affiliates. UnitedHealthcare Life and Disability products are provided by UnitedHealthcare Insurance Company and in California by Unimerica Life Insurance Company. UnitedHealthcare Critical Illness product is provided by UnitedHealthcare Insurance Company. Critical Illness coverage is NOT considered "minimum essential coverage" under the Affordable Care Act and therefore does NOT satisfy the mandate to have health insurance coverage. Failure to have other health insurance coverage may be subject to a tax penalty. Please consult a tax advisor. UnitedHealthcare Accident Protection product is provided by UnitedHealthcare Insurance Company. UnitedHealthcare Hospital Indemnity product is provided by UnitedHealthcare Insurance Company. The product provides a limited benefit for certain hospital indemnity plan benefits. Please note: HOSPITAL INDEMNITY coverage is NOT considered "minimum essential coverage" under the Affordable Care Act and therefore does NOT satisfy the mandate to have health insurance coverage. Failure to have other health insurance coverage may be subject to a tax penalty. Please consult a tax advisor. UnitedHealthcare Insurance Company is located in Hartford, CT; UnitedHealthcare Insurance Company of New York is located in Islandia, NY; and Unimerica Life Insurance Company is located in Milwaukee, WI.

## Specialty Benefits new business bonus

You may earn a bonus for selling new group term life, group supplemental life, group dental, group short-term disability, group long-term disability, group vision, group critical illness, group accident, group hospital indemnity, supplemental health combo, UnitedHealthcare Benefit Ally® and paid family medical leave insurance for groups with 2 to 5,000 eligible employees and 5 or more enrolled employees as of January 2025. In order to receive this bonus, you must meet both of the following requirements:

- Sell at least 20 new lines of coverage having a combined minimum of \$100,000 in annualized premium and fees or 10 new lines of coverage having a combined minimum of \$750,000 in annualized premium and fees with effective dates from January 2, 2024 through January 1, 2025, and
- Have a net change percentage for your entire Specialty Benefits block of business from January 2024 through January 2025 of at least 100.0%

If all of the bonus requirements are met, the bonus is calculated using the highest bonus percentage in the following table:

Specialty Benefits new lines of coverage and annualized premium*	Bonus percentage
20 lines of coverage with a combined minimum of \$100,000 in annualized premium and fees, <b>OR</b> 10 lines of coverage with a combined minimum of \$750,000 in annualized premium and fees*	4%
25 lines of coverage with a combined minimum of \$200,000 in annualized premium and fees, <b>OR</b> 10 lines of coverage with a combined minimum of \$1,000,000 in annualized premium and fees*	5%
30 lines of coverage with a combined minimum of \$300,000 in annualized premium and fees, <b>OR</b> 10 lines of coverage with a combined minimum of \$1,500,000 in annualized premium and fees*	6%

Both employer-paid and employee-paid lines of coverage sold with medical coverage or on a stand-alone basis are included in the bonus program. The maximum Specialty Benefits new business bonus paid on any line of coverage within any 1 case or affiliated cases is \$50,000.

**Bonus adjustment for Specialty Benefits net change percentage:** Our Specialty Benefits new business bonus requires a minimum net change in premium for your book of Specialty Benefits lines of coverage with 2 to 5,000 eligible employees and 5 or more enrolled employees from January 2, 2024 through January 1, 2025. To receive a new business bonus, your January 2025 Specialty Benefits premium and fees must be at least 100.0% of the premium and fees that we received for your Specialty Benefits lines of coverage for January 2024. The Specialty Benefits net change percentage in premium and fees is calculated by dividing the premium and fees received for all of your Specialty Benefits lines of coverage in January 2025 by the premium and fees received for all of your Specialty Benefits lines of coverage in January 2024. The net change percentage is rounded to the nearest 1/10 of 1%.

Specialty Benefits lines of coverage that do not meet our general bonus eligibility requirements will be excluded from the net change calculation. If the Specialty Benefits net change percentage is less than 100%, no bonus will be paid.

\*In eligible lines of coverage with effective dates from January 2, 2024 through January 1, 2025. Annualized premium and fees for bonus qualification is equal to the January 2025 premium and fees of eligible cases multiplied by 12.

## Specialty Benefits new business bonus details

- You must sell at least 20 eligible lines of coverage with original effective dates from January 2, 2024 through January 1, 2025 having a combined minimum of \$100,000 in annualized premium and fees (or alternatively, 10 new lines of coverage having a combined minimum annualized premium and fees of \$750,000), and have a Specialty Benefits net change percentage of 100.0%, in order to qualify for the Specialty Benefits new business bonus. The Specialty Benefits new business bonus is paid on annualized premium and fees for lines of coverage that had original effective dates from January 2, 2024 through January 1, 2025, are active on January 1, 2025 and meet all other eligibility requirements.
- Annualized premium and fees for this bonus are defined as the January 2025 premium and fees of the eligible line of coverage multiplied by 12. The bonus payment is based on the annualized premium and fees.
- The maximum Specialty Benefits new business bonus paid on any line of coverage within any 1 case or affiliated cases is \$50,000. In situations where commissions on the case are split between more than 1 Agent of Record, the maximum bonus limit will be applied before the bonus is allocated to the Agents of Record.
- One eligible line of coverage for the Specialty Benefits new business bonus is group term life, group supplemental life, group dental, group short-term disability, group long-term disability, group vision, group critical illness, group accident, group hospital indemnity, supplemental health combo, benefit ally and paid family medical leave insurance in a group with 2 to 5,000 eligible employees and 5 or more enrolled employees in January 2025, that has an original effective date from January 2, 2024 through January 1, 2025. An eligible line of coverage must meet all of UnitedHealthcare's general bonus eligibility requirements. An eligible line of coverage can be sold with medical coverage or on a stand-alone basis. Both employer-paid and employee-paid lines of coverage are eligible for the bonus.
- An eligible line of coverage must be in an eligible group. Spectera Plan Administrators Private Label vision, Family Medical Leave (FML) administration plans and some Governmental Entity cases may not be eligible for any bonus programs. Groups written through Affiliated Associations of America (AAOA), embedded dental or vision benefits, dental discount cards or state statutory disability plans are not eligible for this bonus. Dental groups administered through UMR/Fiserv that use a dental network other than the UnitedHealthcare Dental network are not eligible for this bonus. UnitedHealthcare has sole discretion in determining whether a line of coverage is eligible for any bonus program. The lines of coverage, premium and fees of ineligible cases are not included toward the minimum line of coverage requirements, the premium and fee requirements, or any other requirements or calculations related to any Specialty Benefits bonus. Lines of coverage counts and premiums and fees for affiliated groups are combined for all bonus calculations.
- For dual or multiple broker arrangements, line of coverage credit and premium or fee credit will be allocated in the same proportion as the commissions are split on the line of coverage. Fractional credits will be used in the calculation, and credits will not be rounded to the nearest integer.
- An agent or agency can only qualify for 1 Specialty Benefits new business bonus. The lines of coverage sold and minimum annualized premium and fees within any row must both be met to qualify for a row in the bonus table. The bonus will be paid at the highest bonus percentage where both the lines of coverage and annualized premium and fees criteria are met. If an agent meets the qualifications in more than 1 row in the table, only the bonus for the row paying the highest bonus amount will be paid.

**Specialty Benefits new business bonus calculation examples:** The Specialty Benefits new business bonus is calculated by totaling the eligible lines of coverage and the annualized premium and fees for those eligible lines of coverage to determine the bonus tier from the Specialty Benefits new business bonus payment table. The Specialty Benefits net change percentage is then calculated to determine if the agency qualifies for the Specialty Benefits new business bonus.

**Example 1:** An agency has 21 new Specialty Benefits lines of coverage with 5 or more enrolled employees and effective dates from January 2, 2024 through January 1, 2025, with annualized premium and fees in new eligible lines of coverage of \$200,000. In their block of Specialty Benefits business with 2 to 5,000 eligible employees and 5 or more enrolled employees, the agency had \$1,000,000 in annualized Specialty Benefits premium in January 2024, and \$1,200,000 in annualized Specialty Benefits premium in January 2025.

- **Step 1. Determine Specialty Benefits new business bonus qualification level:** 21 new eligible lines of coverage with annualized premium and fees of \$200,000 qualifies for an initial bonus of 4% of the annualized premium and fees for the new eligible lines of coverage
- **Step 2. Calculate Specialty Benefits net change percentage:** \$1,200,000 in annualized Specialty Benefits premium in January 2025 divided by \$1,000,000 in January 2024 equals a Specialty Benefits net change percentage of 120.0%, resulting in the agency meeting the net change in premium requirement
- **Step 3. Calculate the Specialty Benefits new business bonus:** The bonus payable is 4% of \$200,000, which equals a bonus of \$8,000

**Example 2:** An agency has 10 new lines of coverage with 2 to 5,000 eligible employees and 5 or more enrolled employees and effective dates from January 2, 2024 through January 1, 2025, with annualized premium and fees in eligible products of \$800,000. In their block of Specialty Benefits business with 2 to 5,000 eligible employees and 5 or more enrolled employees, the agency had \$1,000,000 in received premium in January 2024, and \$850,000 in received Specialty Benefits premium in January 2025.

- **Step 1. Determine Specialty Benefits new business bonus qualification level:** 10 new lines of coverage with annualized premium and fees of \$800,000 qualifies for an initial bonus of 4% of the annualized premium and fees for the new eligible lines of coverage
- **Step 2. Calculate Specialty Benefits net change percentage:** \$850,000 in received premium in January 2025 divided by \$1,000,000 in January 2024 equals a Specialty Benefits net change percentage of 85.0%
- **Step 3.** The agent has not met the minimum Specialty Benefits net change percentage of 100.0%, and no bonus is payable

## Specialty Benefits retention bonus

You may earn a bonus for renewing group term life, group supplemental life, group dental, group short-term disability, group long-term disability, group vision, group critical illness, group accident, group hospital indemnity, supplemental health combo, benefit ally and paid family medical leave insurance for groups with 2 to 5,000 eligible employees and 5 or more enrolled employees in January 2025 and having renewal dates from January 2, 2024 through January 1, 2025.

In order to receive a Specialty Benefits retention bonus, you must meet all of the following requirements:

- Qualify for the UnitedHealthcare 2024 Specialty Benefits new business bonus
- Have at least 20 lines of coverage having a combined minimum of \$750,000 in received premium and fees that have renewal dates from January 2, 2024 through January 1, 2025, and
- Have a Specialty Benefits premium retention percentage at least 85.0% in Specialty Benefits lines of coverage with renewal dates from January 2, 2024 through January 1, 2025

If all of the bonus requirements are met, the bonus is calculated using the highest bonus percentage in the following table:

Specialty Benefits premium retention percentage	Bonus on received premium and fees*
85.0% to 89.99%	2%
90.0% to 94.99%	3%
95.0% or greater	4%
Less than 85.0%	No bonus

Both employer-paid and employee-paid cases sold with medical coverage or on a stand-alone basis are included in the bonus program. The maximum Specialty Benefits retention bonus paid on any line of coverage within any 1 case or affiliated cases is \$50,000.

**Specialty Benefits premium retention percentage:** You are required to have a premium retention percentage of at least 85.0% in order to receive a Specialty Benefits retention bonus. The Specialty Benefits premium retention percentage is the January 2025 premium and fees received for lines of coverage that have renewal dates from January 2, 2024 through January 1, 2025, divided by the January 2024 premium and fees received from lines of coverage that have renewal dates from January 2, 2024 through January 1, 2025. The Specialty Benefits premium retention percentage calculation includes only lines of coverage that have renewal or termination dates from January 2, 2024 through January 1, 2025.

### Specialty Benefits retention bonus details

- To qualify for the Specialty Benefits retention bonus you must:
  - Qualify for the UnitedHealthcare 2024 Specialty Benefits new business bonus
  - Have at least 20 lines of coverage having a combined minimum of \$750,000 in received premium and fees with renewal dates from January 2, 2024 through January 1, 2025
  - Have a Specialty Benefits premium retention percentage of at least 85.0% in Specialty Benefits lines of coverage with renewal dates from January 2, 2024 through January 1, 2025
- The maximum Specialty Benefits retention bonus paid on any line of coverage within any 1 case or affiliated cases is \$50,000

\*In eligible lines of coverage with renewal dates from January 2, 2024 through January 1, 2025. Bonus is paid only on the premium and fees received on renewing lines of coverage during the period from February 2024 through January 2025.

An eligible line of coverage for the Specialty Benefits retention bonus is group term life, group supplemental life, group dental, group short-term disability, group long-term disability, group vision, group critical illness, group accident, group hospital indemnity, supplemental health combo, benefit ally and paid family medical leave insurance covering a group with 2 to 5,000 eligible employees and 5 or more enrolled employees that has a renewal date from January 2, 2024 through January 1, 2025. An eligible line of coverage must also meet all of UnitedHealthcare's general bonus eligibility requirements. An eligible line of coverage can be associated with medical coverage or exist on a stand-alone basis. Both employer-paid and employee-paid lines of coverage are eligible for this bonus.

- “Received premium and fees” are the premium and fees received by UnitedHealthcare for eligible Specialty Benefits lines of coverage for the months of February 2024 through January 2025. The Specialty Benefits retention bonus is paid on received premium and fees for eligible lines of coverage that are active on January 1, 2025, and meet all other general bonus eligibility requirements. For purposes of this bonus, the “renewal date” for groups with rate guarantees longer than 1 year will be the 12-month anniversary of their original effective date or their last renewal.
- For the Specialty Benefits retention bonus, “premium retention percentage” is the January 2025 premium and fees received from lines of coverage eligible for the 2024 Specialty Benefits retention bonus divided by the January 2024 premium and fees received from lines of coverage eligible for the 2024 Specialty Benefits retention bonus.
- An eligible line of coverage must be in an eligible group. Spectera Plan Administrators Private Label vision, Family Medical Leave (FML) administration plans and some Governmental Entity cases are not eligible for any bonus programs. Groups written through Affiliated Associations of America (AAOA), embedded dental or vision benefits, dental discount cards or state statutory disability plans are not eligible for this bonus. Dental groups administered through UMR/Fiserv that use a dental network other than the UnitedHealthcare Dental network are not eligible for this bonus. UnitedHealthcare has sole discretion in determining whether a line of coverage is eligible for any bonus program. The lines of coverage, premium and fees of ineligible cases are not included toward the minimum line of coverage requirements, the premium and fee requirements, or any other requirements or calculations related to any Specialty Benefits bonus. Lines of coverage counts and premiums and fees for affiliated groups are combined for all bonus calculations.
- For dual or multiple broker arrangements, line of coverage credit and premium or fee credit will be allocated in the same proportion as the commissions are split on the case. Fractional credits will be used in the calculation, and credits will not be rounded to the nearest integer.
- Special rules apply to payment of bonuses for Non-Commissionable customers. Many Non-Commissionable customers execute UnitedHealthcare's Billing and Collection Agreement (BCA) to facilitate the payment of Service Fees. The BCA includes a provision that permits the producer to participate in producer compensation programs offered by UnitedHealthcare, unless prohibited by applicable state law requirements. **If you receive consulting fees from your customers, you are required to know whether their rules permit you to participate in additional compensation offerings from UnitedHealthcare.**



**Specialty Benefits retention bonus calculation:** If all the qualifying criteria for the Specialty Benefits retention bonus are met, the bonus is calculated as follows:

Specialty Benefits retention bonus calculation example: An agency qualifies for a Specialty Benefits new business bonus by writing 21 new coverages with annualized premium and fees in eligible products of \$160,000. In addition:

- The agency had a net change percentage of at least 100% in the Specialty Benefits new business bonus calculation
- The agency had 20 eligible lines of coverage on January 1, 2025 with renewal dates from January 2, 2024 through January 1, 2025
- The total premium and fees received for these 20 lines of coverage for the period from February 2024 through January 2025 was \$770,000

The January 2024 premium and fees received for eligible lines of coverage was \$65,000, and the January 2025 premium and fees received for eligible lines of coverage was \$63,375.

*Step 1. Calculate the premium retention percentage:* The agency's premium retention percentage is \$63,375 (the January 2025 premium and fees received for eligible lines of coverage) divided by \$65,000 (the January 2024 premium and fees received for eligible lines of coverage), or 97.5%.

*Step 2. Determine the Specialty Benefits retention bonus percentage:* Referring to the bonus table, we find that a premium retention percentage of 97.5% earns a bonus of 4% of received premium and fees.

*Step 3. Calculate the Specialty Benefits retention bonus amount:* The bonus payable is 4% of the total premium and fees received for the eligible lines of coverage for the period from February 2024 through January 2025, which is \$770,000. The bonus is 4% times the total premium and fees received for these 20 lines of coverage for the period from February 2024 through January 2025. The calculation is 4% of \$770,000, or \$30,800.

# Producer compensation policies and practices



The definitions of key terms used in this guide can be found on page 3.

**Area covered by this guide:** Only agents, agencies and service providers permanently located in the area for which this guide is written are eligible for the bonus, recognition and other programs described in this guide.

**Producer credentialing, contracting and appointment:** Agents and agencies who sell products offered by UnitedHealthcare and related companies must have a written agreement with us, and be appropriately licensed and appointed in the states where they solicit or sell our products. Agents and agencies must maintain active licenses and appointments in the appropriate states, and remain in good standing with us, to receive commissions. No commissions will be paid on any case for any period where the Writing Agent or Agent of Record is not licensed and appointed in the state where the case is issued, except following the termination of an appointment where permitted by law. No retroactive commissions will be paid for cases where commissions were forfeited due to lack of licensing and appointment.

Service Providers that receive service fees processed by UnitedHealthcare as a courtesy to the service provider and the policyholder are also subject to acceptance by us.

The terms of the UnitedHealthcare Agent/Agency Agreement apply to all commission, bonus and recognition programs. Agents, agencies and service providers are responsible for complying with all applicable state and federal statutes and regulations related to the sale of our products.

**Regulatory compliance reporting by UnitedHealthcare:** UnitedHealthcare complies with all applicable state and federal regulations with regard to producer compensation. All producer compensation will be reported as required for federal, state and local income taxes. All producer compensation, including bonuses, overrides and other compensation, may be subject to reporting to meet other regulatory requirements. Commissions, bonuses, overrides, service fees and some non-cash compensation will be reported for ERISA-related reporting (Form 5500, Schedules A or C). UnitedHealthcare will have sole discretion as to whether, and to what extent, compensation is subject to reporting under these regulations.

**Producers Federal Disclosures to group health plan customers:** Under Section 202 in the Consolidated Appropriations Act of 2021 (CAA), agents, brokers and consultants (“covered service providers”) must disclose actual and anticipated cash and non-cash compensation they expect to earn in connection with the sale, renewal and extension of group health insurance. Covered service providers must also include a description of the services they will provide under the arrangement as part of the disclosure. The required CAA disclosures are prospective and must precede the commencement, renewal or extension of a contract with an ERISA group health plan that will result in the payment of compensation in excess of \$1,000 to the covered service provider. UnitedHealthcare has created a **CAA Compensation Disclosure Resource Guide** for use by our contracted producers and agencies that will receive compensation subject to disclosure under the new law. A digital version of the guide can be found on [uhc.com](https://uhc.com). Please review this guide so that you know where you can find the necessary compensation data and other information required to be included in your disclosures to group health plans subject to ERISA. This guide contains recommendations to assist covered service providers in making the Section 202 disclosures. It is technical assistance and is not a substitute for legal advice. Consult with your company’s legal team if you have specific questions about your responsibilities under the CAA. **The CAA also impacts individual insurance. This Guide only references the CAA impact on group insurance.**

**Case size segment assignment:** Many of the commission and bonus programs in this guide apply to specific case size segments (for example, “groups with up to 50 employees,” “groups with up to 100 employees,” “Key Accounts” or “51 or more employees”). In most situations, these labels will coincide with the actual number of employees in the group that are eligible (but not necessarily enrolled) for coverage. However, the actual case size segment designation for commission and bonus program purposes will be made in accordance with state and federal regulations and may be based on the employee count at some point in time, the average number of employees over some period of time, or other factors such as the rating formula used, underwriting rules or operating system indicators. That means the specific assignment of any group to one of these classifications may not reflect the actual number of employees at a specified time, and may not coincide with case size designations used for other purposes. Once classified, groups do not automatically change classification for these purposes if their employee count grows or shrinks. That means that some groups with (for example) more than 50 employees will be included in the “up to 50 employees” commission and bonus programs, and some groups with fewer than 51 eligible employees will not. We reserve the right to classify any group in any of these designations for these purposes according to our rules and in accordance with state and federal regulations, regardless of the group’s actual enrollment or eligible employee count.

**UnitedHealthcare electronic delivery consent:** By accepting an appointment with UnitedHealthcare, producers agree that UnitedHealthcare will employ electronic communications for most business-related communications. This consent applies to all Internet-based communications from UnitedHealthcare, including email, website and mobile applications. Electronic communications include, but are not limited to, commission statements, renewal packages and emails between producers and UnitedHealthcare employees.

## Business practices

UnitedHealthcare is committed to ethical business practices and full disclosure of our producer compensation to customers. We believe that our programs provide fair compensation for the value that our appointed agents and agencies bring to customers and UnitedHealthcare.

**Disclosure of producer compensation:** UnitedHealthcare believes in fully transparent producer compensation, which means that customers have the right to know what their producer is being paid for servicing their UnitedHealthcare products, including all bonuses and override payments. We encourage our producers to share their compensation arrangements with their customers. Our Agent/Agency Agreement and our compensation policies require disclosure to customers when required by law and provide discretion for us to disclose compensation directly to our customers as we deem appropriate.

UnitedHealthcare is committed to greater customer awareness of the compensation being paid to producers for selling our products. Basic information about UnitedHealthcare's producer compensation programs is included in our proposals. Additional general information is included in our employer application, administrative service agreements and on our employer Internet site.

**Customer-specific compensation disclosure:** The specific compensation paid to a producer for the solicitation or sale to employer groups covered by Employment Retirement Income Security Act (ERISA) is reported in the Form 5500 (Schedules A or C) information sent to those customers. The compensation reported includes base commissions, bonuses, overrides and certain non-monetary compensation. Additionally, refer to the Producers Federal Disclosures to group health plan customers section of this guide for more information. Beyond this regulated reporting, we believe that the primary source of specific information regarding compensation is the producer receiving the compensation. We encourage customers to ask their producers about their compensation, and we encourage our producers to inform their customers about their compensation. Customers who inquire about the specific compensation paid on their policies will initially be directed to their producer. If a customer continues to request that we supply this information to them directly, we will honor that request and disclose base commissions, bonuses, overrides and certain non-monetary compensation paid on the case. All customers have access to this information, regardless of case size, funding or business type. We may require that such requests be in writing by an authorized representative of the customer.

**Written customer acknowledgments:** UnitedHealthcare may require written customer acknowledgment and approval for certain compensation arrangements. We reserve the right, at our sole discretion, to request written customer acknowledgment and approval, and to establish the form of such acknowledgment, for any compensation that we pay. Some state laws require that a producer obtain written customer acknowledgment of compensation received from an insurer if the producer is also receiving compensation directly from the customer. UnitedHealthcare expects producers to know and comply with such laws, including any requirements as to when the customer acknowledgment must be obtained.

**Bid rigging or other unfair bidding practices are not tolerated:** UnitedHealthcare's business practices and various laws and regulations prohibit any activities that manipulate proposals in coordination with competitors in a manner contrary to the customer's interests. Bid rigging involves trading business with competitors through the manipulation of premiums, fees or products to produce a quote that is intentionally higher or less favorable to a prospective customer, or is in any way designed to provide a false appearance of competition. It is UnitedHealthcare's policy to always present a legitimate quote to the producer, consultant or customer. We will never condone or allow a producer to coordinate pricing with another carrier in a way that gives one of the carriers a competitive edge, or prevents the best price from being presented to the customer. If you suspect someone is attempting to rig a bid or otherwise inappropriately steer business, report the situation to UnitedHealthcare's legal department immediately. Note that bid rigging or steering generally involves coordination with other carriers. A situation where we present our best premium rate or fee to a producer or customer, even though we do not expect that the rate will be competitive, is not bid rigging. It is also permissible to lower quoted premiums if we receive additional underwriting information, to match competitor pricing or as the result of negotiation with the customer, as permitted by law.

## Base commissions

UnitedHealthcare may modify any base commission at any time for any reason with notice as specified in the Agent/Agency Agreement.

**Small groups:** Base commission schedules for “fully insured medical small groups” (in some jurisdictions having up to 50 eligible employees, and in other jurisdictions up to 100 eligible employees) vary from market to market. The small group base commission schedule used for a single site case is the schedule in effect for the county in which the policy is issued. If there are multiple sites associated with a case, the commission schedule used will be that of the base location selected by us. Special rules regarding multiple sites cases may apply in some areas. In most situations, the number of enrolled employees for all locations will be used to determine the tier that establishes the commission rate. However, the regulations in certain states may result in the isolation of the enrolled employee count for locations within that state. In such instances, the commissions for such locations may be calculated independently based on the enrolled employee count for that state only, and these employees will be excluded from the counts in other locations.

The base commission tier for small groups in states where a published “tiered” commission schedule applies will be set using an initial or renewal enrolled employee count at a time of our choosing. For some of our operating systems, the tier will be established using the enrolled employee count at the time of the first month’s bill for new groups, and the billed count for the first month of a renewal year, but this will vary at our discretion. The enrolled employee count for customers with multiple sites may be re-established every time an affiliated site is added or removed during the contract year.

**Large groups:** Large group cases are groups with 51 or more employees, or 101 or more employees, depending on the jurisdiction. UnitedHealthcare may prohibit the payment of base commissions on large group cases in a specified size segment and geography. If such a prohibition is applied, no base commission will be paid on the cases subject to the prohibition.

If no prohibition of base commissions is applied to a case, UnitedHealthcare may establish or cap commissions for large groups based on geography and the number of eligible or enrolled employees in a group. Otherwise, the base commission for large groups is established by the customer, subject to state regulations and UnitedHealthcare’s producer compensation policies (including any applicable maximum commission limit). When commissions are not established by UnitedHealthcare and the customer does not give specific instructions, base commissions for large groups are established by mutual agreement between UnitedHealthcare and the agent in accordance with our policies and where allowed by state regulations.

Premium rates for large groups may vary to reflect the commission included in the proposal.

Producers and customers may request that no commissions be paid for large groups. Base commissions will only be paid on large groups if commissions are included in the premium rate being paid by the customer. If an existing large group customer requests a reduction or elimination of commissions, we will comply with the request and reduce premium, and reduce or eliminate commissions, in accordance with the request and our policies. If an existing large group customer requests an increase in commissions, the higher commissions will not be paid until premiums are increased to cover the cost of the additional commissions. UnitedHealthcare reserves the right to limit the amount of commissions that can be paid on any case. UnitedHealthcare may require that an authorized representative of a customer provide written acknowledgment and approval of the commission structure and amount for their case at any time.

**Maximum allowable commissions and prohibited commissions:** UnitedHealthcare may establish maximum allowable commission rates or prohibit commissions for a specified category or segment of groups at any time with appropriate notice to agents. The categories for which commissions are limited or prohibited may include size segment, geographic location and other attributes. UnitedHealthcare may adjust the maximum allowable commission rate, prohibit commissions or waive the prohibition of commissions for a specified group if, in UnitedHealthcare’s sole discretion, circumstances warrant such action.

**Customer acknowledgment and approval for base commissions:** UnitedHealthcare may require written customer approval before paying commissions on any customer if, in UnitedHealthcare's sole opinion, such documentation is appropriate and necessary to assure that all parties are aware of and agree to the commission level. The written customer acknowledgment must be submitted to and accepted by UnitedHealthcare before payment of commissions for that customer. A sample customer acknowledgment letter may be obtained from your UnitedHealthcare representative.

**Repayment and recovery of commission and override errors:** UnitedHealthcare will not adjust any commission or override payments to an agent, agency or general agent except with respect to payments made within 2 years prior to the date of the adjustment. In this regard, neither an agent, agency, general agent nor UnitedHealthcare may assert a claim against the other relating to incorrect commission or override payments, unless such claim is made, and the resulting adjustment is commenced, within 2 years of the date of the incorrect commission or override payments. UnitedHealthcare maintains the right to recover payments by reducing any amounts owed to the producer, including all commission, override and bonus payments.

**Enrollment count and premium adjustments:** Retroactive changes to employee counts or premiums will be applied at the commission rate that was in effect for the month the adjustment was made.

**Delinquent premium:** No commissions are payable for any premium collected by a third party, collection agency, through a court judgment or similar process.

**Commissions on groups with Packaged Savings<sup>®</sup>:** The premium used to calculate percentage of premium-based commissions for groups receiving Packaged Savings is reduced by the Packaged Savings administrative credit in order to accurately reflect actual premium received.

**Agent of Record changes:** Compensation will be paid only to the licensed and appointed Agent of Record (AOR) assigned to the case by the customer and accepted by us. The customer has the right to designate and change their AOR; however, UnitedHealthcare reserves the right to accept or reject, at our sole discretion, requests to change the AOR assigned to a case and direct commissions and bonus payments to another AOR.

All requests to change AOR assignments must be made in writing by the customer in a form approved by us. We will generally accept requests to change AOR if the request is made in writing by an authorized representative of the customer. The request must be made in the form of a letter, on the customer's letterhead, directed to UnitedHealthcare (not the new AOR) that:

- Delegates the new Writing Agent and AOR (using the name by which they are appointed by us),
- Specifies the lines of coverage impacted, and
- States that the customer's delegation of the new AOR supersedes all other designations, and terminates commissions and other payments to any prior agent

If we accept the customer's request, the AOR change will be implemented at a time of our choosing, usually in the month following our receipt of the request. As a courtesy, and at our discretion, we may advise the current AOR of the receipt of the request to remove them from the case.

Properly executed AOR change request letters should be submitted directly to one of the following:

By fax: **1-855-663-2042**

By email: [agtcomp@uhc.com](mailto:agtcomp@uhc.com)

By United States Postal Service mail: **UnitedHealthcare Commissions  
City Place 1 Floor 11 CT039  
185 Asylum Street  
Hartford, CT 06103-3408**

An AOR change request may be rescinded if the request to rescind the designation of the new AOR is received by us in writing within 30 days of the effective date of the AOR change that is being rescinded. If the request to rescind the designation of the new AOR is received after 30 days of the effective date of the AOR change, the previous agent will be reinstated as the AOR on the first day of the next month following the receipt of the rescission letter.

If an agent is designated as the AOR for cases where there is no current agent, or no commissions are paid on the case, UnitedHealthcare will not pay commissions to the new agent if commissions are prohibited for the case. If commissions are permitted, no commissions will be paid until commissions are added to the fully insured premium rate or self-funded fee. If we recognize a new AOR on a commissionable case and the new AOR requests an increase in commissions in writing, we will not pay the higher commissions until the additional commissions are added to the fully insured premium rate or self-funded fee. The change in premium can occur at the next renewal, or the customer may approve a change in premium in writing off-renewal to accommodate the compensation. If we recognize a new AOR on a commissionable case where we do not have an established commission schedule, and the new AOR requests a decrease in commissions in writing, we will reduce the commissions and the fully insured premium rate or self-funded fee when the change can be processed, without waiting for the next renewal date. (Note that we will not increase, decrease or eliminate commissions paid according to an established commission schedule, including jurisdictions where regulations require commissions to be filed and approved.)

The customer is always the ultimate authority in designating an AOR for their case, provided that we have contracted with and appointed the designated AOR. However, absent other instructions from the customer, a current AOR may designate a new AOR by requesting such a change in writing. If the current AOR is an agency, the person requesting such a change must certify that they are authorized to make such a request on behalf of the agency. The new AOR is subject to acceptance by UnitedHealthcare.

**Change of Service Provider under a Service Fee Billing Agreement:** Customers who engage a Service Provider and enter into a Service Fee Billing Agreement can change their Service Provider. The naming of the new Service Provider requires completion of a new Service Fee Billing Agreement with the new Service Provider.

Effective date of change to the Service Fee Service Provider: Due to the timing of invoices, UnitedHealthcare can only accept changes to the Service Provider under a Service Fee Billing Agreement if notice is received by the UnitedHealthcare Commissions Unit before the customer's next month billing invoice is created. In most instances that occurs around the 10th day of the month prior to the month being billed (for example, June 10 for a change that is effective July 1). If a request to change Service Providers is received after the coming month's billing invoice is created, the change in Service Providers will not occur for 2 months (for example, a change request received September 20 will be effective November 1). System and reporting issues prohibit us from making exceptions to these rules.

Customers who know they will be replacing their current Service Provider but who do not yet have a new Service Provider or updated Service Fee documents can remove the current Service Provider before the billing invoice is created without naming a replacement by notifying their sales representative of the upcoming change. In such cases, we can install a new Service Provider starting in the month after the old Service Provider was removed.

**Assignment:** An AOR may appoint another agent or agency (the assignee) to receive the commissions on all of their cases through assignment. Such an assignment of commissions is irrevocable, and all rights to further assignment of commissions on the assigned cases will be granted only to the agent or agency to which the commissions are assigned. The assignee must be licensed and appointed by UnitedHealthcare and legally able to receive commissions. We reserve the right to reject any request for assignment. An agent may rescind their assignment at any time, but the rescission will only apply for cases written after the effective date of the rescission.

**Commissions differentiated by length of coverage:** For commission structures that are differentiated by the length of time the case has had coverage with us, “first-year” commissions are paid for a period from the original effective date up to the first renewal date. The commission rates for “subsequent years” or “renewal years” are paid for all months starting on and following the first renewal date. The subsequent-year or renewal-year commission classification will apply as long as the company has continuing coverage with any of our subsidiaries, even if the policy undergoes a change in coverage or funding type, reinstatement, transfer to another operating platform, is “spun-off” from a larger group or is transferred to another UnitedHealthcare or UnitedHealth Group operating company.

**Commissions differentiated by product:** Commission schedules may apply to a specific product or set of products within a product line. UnitedHealthcare has sole discretion to classify a product and assign commission schedules to a product. The commission schedule for groups that convert from 1 product to another will be changed at the time of the product conversion.

**Fully Insured Continuation policies:** No commissions are paid on policies converted to individual continuation policies.

**Premium holiday:** A premium holiday occurs when we eliminate all or part of the premium due in a month for a customer or a group of customers, where permitted by law (premium holidays are not offered in California and certain other states). The impact of premium holidays on commissions and fees varies by the type of compensation.

**Full premium holiday:** During a full premium holiday the customer pays no money for their coverage for the month, but their coverage remains in force.

Commissions—full premium holiday:

1. Percentage of premium: A full premium holiday means that no premium is paid for the month of the premium holiday. Therefore, no commissions will be paid for cases where commissions are paid as a percentage of premium.
2. Per employee per month (PEPM): Commissions will be paid for groups where the commissions are based on the number of enrolled employees in the month. Even though no premium is paid, there is an active enrolled employee count. Therefore, commissions will be paid in the usual manner for commission based on a payment per employee per month.
3. Flat fee: The group is still active for the full premium holiday month, so flat-fee commissions will be paid in the usual manner for commission based on a flat fee per month.

Service fees—full premium holiday: We process a service fee as a courtesy to the customer and the service provider. In a full premium holiday, no premium is paid by the customer, so no service fees will be collected or paid in the month of the premium holiday.

**Partial premium holiday:** During a partial premium holiday the customer pays a reduced premium for their coverage for the month.

Commissions—partial premium holiday:

1. Percentage of premium: Commissions will be paid in the usual manner on the actual (reduced) premium paid for cases where commissions are paid as a percentage of premium.
2. Per employee per month (PEPM): Commissions will be paid in the usual manner for commission based on a payment per employee per month.
3. Flat fee: Flat-fee commissions will be paid in the usual manner for commission based on a flat fee per month.

Service fees—partial premium holiday:

1. Percentage of premium: Service fees will be collected and processed in the usual manner based on the actual (reduced) premium paid.
2. Per employee per month (PEPM): Services fees will be collected and paid in the usual manner for services fees based on a payment per employee per month.



This table summarizes the treatment of base commissions and service fees during premium holidays:

	Full premium holiday	Partial premium holiday
Description	Customer pays no premium for that month	Customer pays a reduced premium for that month
Impact On:		
Commissions—PEPM	PEPM-based commissions paid as usual based on active enrolled employees	PEPM-based commissions paid as usual based on active enrolled employees
Commissions—Percent of Premium	No premium paid results in no commissions paid	Commissions paid based on the actual (reduced) premium paid
Commissions—Flat Fee	Flat fee-based commissions paid as usual	Flat fee-based commissions paid as usual
Service Fees—PEPM	No premium collected, therefore no service fees are collected or processed	PEPM-based service fees are collected and paid as usual based on active enrolled employees
Service Fees—Percent of Premium	No premium collected, therefore no service fees are collected or processed	Service fees are collected and paid based on the actual (reduced) premium paid

These premium holiday policies are subject to exception or modification at UnitedHealthcare's discretion.

**Restrictions on the use of health reimbursement accounts (HRAs) or self-funded plans with UnitedHealthcare medical policies:** UnitedHealthcare prohibits the solicitation or sale of its medical products for use in conjunction with HRAs or self-funded plans unless the UnitedHealthcare medical product is specifically designed for such use. Where permitted by law, UnitedHealthcare reserves the right to eliminate commissions on UnitedHealthcare and affiliate medical products that were not specifically designed for use with an HRA or self-funded plan if it determines that an agent has sold such a product for use with an HRA or self-funded plan. Where permitted by law, we will recover commissions paid on any UnitedHealthcare and affiliate medical products for any period of time that an HRA or self-funded plan was in force in violation of this policy.

**Producer certification of information:** Producers may be required to sign documents or certify information related to a group's funding type or funding level, employee contribution, coverages or other aspects of a customer's coverage (or application for coverage) with UnitedHealthcare. Where permitted by law, producers found to have knowingly signed inaccurate documents or certified inaccurate information on such documents will be subject to possible sanctions, including termination of appointments and forfeiture of commissions for the group covered by the document. Where permitted by law, we may recover commissions paid on any UnitedHealthcare and affiliate's products or services for any period of time that any group was in force under the inaccurate documentation.

## Special policies for Governmental Entities

**Governmental Entity Customers:** Some Governmental Entity customers may have special rules which restrict the amount and types of compensation (payment of monetary compensation including commissions, bonuses and overrides); as well as, non-monetary rewards paid to or generated by producers contracted with UnitedHealthcare. Customers considered Governmental Entities (as defined in your Agent/Agency Agreement), and on page 3 of this guide, include (but are not limited to) public tax-supported entities created by state or local governmental action, including villages, townships, cities, counties, states, public school districts (including some charter schools), public universities, government-sponsored boards and districts, and similar entities. UnitedHealthcare has sole discretion in determining whether a customer is a “Governmental Entity.” **It is the producers responsibility to know their Governmental Entity customers restrictions and special rules and then to self-report the same to UnitedHealthcare in writing.** Inquiring about the following with your Governmental Entity customer should be considered.

### Does your customer have:

**Compensation Restrictions paid to consultants for Governmental Entities:** Some Governmental Entities pay their producers a consulting fee or other compensation directly and the producer is required to obtain Governmental entity’s express approval if the producer wishes to participate in any compensation programs (bonus, commissions, other incentives) offered by UnitedHealthcare. **Please familiarize yourself with the requirements of your Governmental Entity customers before accepting any compensation from UnitedHealthcare.**

**RFP and RFI restrictions for Governmental Entities:** The Request for Proposal (RFP), Request for Information (RFI), bid specifications or other written instructions for some Governmental Entities with 51 or more employees may specify or limit the amount of compensation that may be paid to the producer. UnitedHealthcare strictly adheres to producer compensation limits established by the request for proposal or bid specifications for Governmental Entities with 51 or more employees. If a limit on compensation is established, those limits cannot be exceeded. If compensation is paid in the form of commissions, no separate additional compensation in any form, such as overrides or bonuses, may be paid to the producer where the total of such amounts, together with the commissions, would exceed the customer’s limitations.

**Exceptions for small group Governmental Entities:** If a Governmental Entity case is classified as a small group case and standard commissions are paid, the case is eligible for published bonus programs. Small group cases are quoted and placed with the assumption that no special compensation considerations will be granted.

However, even for these cases, if the producer accepts any compensation directly from or acts as the consultant to the Governmental Entity, no compensation of any type can be paid to the producer if the terms of their agreement with the Governmental Entity prohibit the payment of such compensation. **Producers of small group Governmental Entities are responsible for notifying UnitedHealthcare that they are unable to accept such compensation.**

## General policies for bonus and recognition programs

UnitedHealthcare's bonus programs may vary from market to market. Some bonus programs are available only in certain locations. The programs in this guide apply only to producers that are permanently located in the area covered by this guide, unless otherwise specified in the bonus rules.

UnitedHealthcare may modify or terminate any or all bonus, override or recognition programs at any time and for any reason without prior notice, unless state law prohibits such a change.

Bonuses and overrides are paid to the producer receiving commissions or service fees for an eligible case. Bonus payments are made to the Agent Of Record assigned to the group in our systems. Producers must be in good standing and have an active appointment with UnitedHealthcare during the program period and at the time of the payment to be eligible for bonus and override programs. Eligible business written and renewed by a producer or agency is included in the bonus calculation regardless of the location of the group, unless excluded by the specific program rules, our policies or state regulations. A case's eligibility for a specific bonus or override program is dependent upon a number of factors including, but not limited to, the number of enrolled employees at initial enrollment, renewal or some other point in time; the case's location; funding type; General Agent involvement; and length of time covered by UnitedHealthcare. UnitedHealthcare may offer bonus, override and recognition programs only to selected producers or agencies.

Bonus periods vary from program to program. Bonuses will be paid when the required data is available in final form, and after allowing additional time for calculations and data validation. The enrolled employee or member counts used in any bonus program will be from a source of UnitedHealthcare's choosing, and on a date (or dates, if applicable) of our choosing. Once finalized by UnitedHealthcare, enrollment counts will not be adjusted for subsequent changes or retroactive adjustments to the enrollment count. UnitedHealthcare's determination of group and enrollment counts is final.

**Modifications and exclusions in bonus programs:** UnitedHealthcare has the right to modify or terminate any bonus program at any time without notice. UnitedHealthcare has the right to retroactively change the terms of any bonus program, and correct any bonus program material, in the event of typographical or other errors. UnitedHealthcare has the right to substitute any non-cash rewards, trip destinations or other prizes at any time without notice. UnitedHealthcare has the sole and complete discretion to interpret the terms of all bonus programs and to determine amounts payable under the program. UnitedHealthcare has the right to exclude any case from eligibility for any bonus, override or recognition program for any reason.

UnitedHealthcare may exclude any case from eligibility for any and all bonus, override or recognition programs if it determines, at its sole discretion, that including the case in the program would create an actual or perceived conflict of interest for the producer and/or the customer, unless the customer waives such conflicts of interest in writing. Cases may be excluded from bonus eligibility, or bonus payments may be subject to recovery from future compensation, if cases eligible for the bonus or used in the bonus calculation terminate coverage during the first 12 months of coverage.

UnitedHealthcare bonus programs are generally designed for a specific product or case size segment. We reserve the right to specify or clarify the limitations and terms of any bonus program at any time without notice. Employer associations, affinity business, and business acquired through the acquisition of an agency, a block of business or similar transaction may be excluded from bonus eligibility at our discretion without notice. Affiliation, trust and association business may be excluded from bonus programs without notice at our discretion. All New York community rated groups (up to 100 eligible employees), Connecticut Business and Industry Association (CBIA), Affiliated Associations of America (AAOA) and Cover Florida business are excluded from all bonus programs. All non-commissionable groups in New Mexico and any other states or jurisdictions where regulations prohibit such payments are excluded from all bonus and override programs. Bonus programs are subject to, and contingent upon, regulatory approval in New York, and other jurisdictions, as required by law.

**Reporting and disclosure of bonus payments:** All bonus and override payments, and some non-cash compensation, will be subject to reporting as required for regulatory requirements, including (but not exclusively) the reporting associated with ERISA groups (Form 5500, Schedules A and C). UnitedHealthcare will be the sole arbiter as to whether and to what extent compensation is subject to reporting under these regulations, and will determine how bonus amounts are allocated to eligible cases. Additionally, bonus compensation is subject to the Consolidated Appropriations Act (CAA) disclosure requirements that producers, agents and other consultants have to provide to their group health plan customers. For reference please see the Producer Compensation Policies and Practices, Producers Federal Disclosures to group health customers section of this guide.

All bonus and override payments, and some non-cash compensation, are subject to income tax reporting and withholding (if applicable). The taxable value of non-cash recognition such as trips will be assigned to the entity that directly earned the reward regardless of who actually received the benefits of the reward.

**Governmental Entities and Non-Commissionable Cases:** Certain Governmental cases with 51 or more eligible employees, and non-commissionable cases may either have rules which prohibit or limit producers eligibility for bonus or override calculations. **It is the producers responsibility to determine what the Governmental Entity customer's policies are.** Please refer to the “Special Policies for Governmental Entities” section of this guide for details.

**Customer Clarification approval for bonus and override programs: UnitedHealthcare, may when necessary for clarification request that** Producers whose Governmental Entity customers have policies which limit the producer's ability to receive compensation above certain amounts or classifications, provide UnitedHealthcare with a written statement from customer describing the compensation limitations.

**Service Fee Governmental and Non-Commissionable Cases with 51 or more eligible employees, and for all non-commissionable cases:** For cases where we collect a service fee as a convenience for the policyholder, the Service Fee Billing and Collection Agreement (“BCA”) incorporates terms for the customer's approval for UnitedHealthcare to include their group in the calculation of bonuses, overrides or other compensation for which the producer may be eligible. Governmental Entity and Non-Commission case customers whose BCA has a revision date before March of 2019 may choose to amend the BCA to permit such bonus, overrides and other producer compensation. To request an amendment to your older BCA, please contact a member of your United Healthcare account management team. The amendment will need to be in writing, signed by an authorized representative of the customer and the producer.

**Bonus adjustments:** Any corrections to a bonus or override payment must be requested within 180 days of the date the bonus was paid. All claims for a bonus or override payment must be made within 180 days of the date the bonus payment was released by UnitedHealthcare.

**Change in a group's eligibility status:** If a group that was not eligible for bonus programs becomes eligible (for example, by getting written customer approval), the date of bonus eligibility will be determined solely by UnitedHealthcare. In most cases, groups that become eligible prior to the end of a bonus period will be included in that bonus, unless inclusion in that bonus would create a conflict of interest, or if the customer was advised that the case would not be eligible for bonuses during the period. If the bonus involves net change or retention elements, the group's enrollment will be added to the beginning counts of the bonus calculation if the group was effective at the time of the baseline or beginning measurement.

**Agent of Record (AOR) and Service Provider changes:** Unless indicated otherwise in a bonus program's specific rules, the following rules apply for changes in the AOR or Service Provider: Existing UnitedHealthcare cases acquired by a producer through an AOR or Service Provider change will not be credited as "new business" for the acquiring producer in bonuses where "new business" is a component of the bonus program. Existing UnitedHealthcare cases acquired by a producer through an AOR or Service Provider change will be added to both the beginning and ending counts of the new producer for net change, retention and persistency calculations in bonus programs for which the cases are eligible, regardless of the effective date of the case.

Existing UnitedHealthcare cases lost by a producer through an AOR or Service Provider change that remain with UnitedHealthcare are generally excluded from all bonus calculations for the losing producer. Such cases are not counted for meeting eligibility requirements for the losing producer, and will be removed from both the beginning and ending counts for net change, retention and persistency calculations for the losing producer. Cases that cancel coverage with UnitedHealthcare at the time of an AOR or Service Provider change will be counted as terminations for the producer in effect on the last day of coverage with UnitedHealthcare.

If an agent or producer acquires all or part of another producer's existing UnitedHealthcare block of business by purchase, merger or other means, the acquired business will not count toward any new business requirements. Existing UnitedHealthcare cases acquired by purchase, merger or other means will be added to both the beginning and ending counts of the new producer for net change, retention and persistency calculations in bonus programs for which the cases are eligible, regardless of the effective date of the case.

**Case size designation changes:** The impact of a change in case size designation of a case (for example, from "groups with up to 100 employees" to "groups with 101 or more employees") will vary for specific bonus programs. Cases that enter a new case size segment due to a case size designation change will not be credited as "new business" or as a net gain for net change, retention and persistency calculations. Cases that leave a case size segment due to a change in enrollment will not be considered a cancellation for net change, retention and persistency calculations, and will be removed from both the beginning and ending counts.

Cases that transfer into the "up to 100 employees" segment from the "101 or more segment" on January 1 of any year will remain eligible for any "101 or more employees" bonuses that end on the date of their transfer.

UnitedHealthcare will determine the impact of case size segment changes in situations not specifically covered elsewhere.

**Internal transfers and policy number changes:** Cases that change renewal dates, policy numbers or other identifiers due to transfer to another UnitedHealthcare or UnitedHealth Group operating company or operating system will not be considered "new business" in bonuses where "new business" is a specified qualification criterion.

**Split or shared cases:** Bonus amounts, or case and employee credit, for cases where 2 or more producers split base commissions will be split in the same proportions for all bonus and recognition programs. In a bonus program where case and/or enrolled employee credit are used to establish eligibility and/or the bonus amount, all credits will be allocated in proportion to the split of commissions. For example, a producer who receives 50% of the base commissions on a case with 21 enrolled employees will receive credit for 0.5 case and 10.5 enrolled employees. In most bonus programs, the results of the allocation calculations will be rounded to the nearest 1/10 (for example, 21.5 employees, 2.5 groups or 99.1%). The fractional case and employee credits will be used to determine qualification and the bonus payment. In bonus programs having a limit or cap on the number of eligible employees, the amount of bonus or other factors for a case or group of affiliated cases, the limit or caps are applied before the credit or payment for the case is allocated to the producers (for example, a producer who receives 50% of the base commission on a case that earns a bonus of \$1,000 will receive \$500).

**Multiple segment ("affiliated") cases:** Larger employers who have groups with multiple sites or segments may be divided into several different policies or group numbers. All of these "subgroups" are considered to be 1 case for commission and bonus purposes, sometimes collectively referred to as "affiliated cases." All affiliated cases will be combined to count as 1 case, and the enrolled employee and member counts for all related cases will be combined for bonus calculations and rules, including case size designation, enrollment caps and payment caps.

**New business in existing accounts:** Employees added to existing cases due to routine hiring, expanded hours or the addition of work shifts are not considered “new business” in bonuses where “new business” is a specified qualification. If a discrete block of new covered employees are brought to UnitedHealthcare through the addition of a new segment or employer site to an existing group, the employees in the new segment may be considered “new business” at our discretion. We will determine whether the additional employees will be considered “new business” following a review of the circumstances related to adding the new employees and the rules of any applicable bonus programs.

**Case caps:** Some bonus programs limit the number of enrolled employees, members, premium or other factors that will be eligible for a bonus program. These caps apply to any eligible group, and are applied to the combined counts for multiple segment (or affiliated) cases.

**Agencies with multiple locations:** UnitedHealthcare’s bonus programs are designed to pay for business sold by agency locations within a local health plan area. Therefore, bonuses for agencies that have multiple branches working through different health plans will be based on the business placed through each local branch location. UnitedHealthcare reserves the right to determine whether an agency location qualifies as a separate eligible branch location for bonus purposes.

**Policy of combining business for UnitedHealthcare bonus programs:** UnitedHealthcare’s policy for bonus and recognition programs is to direct rewards to the producer’s branch location directly responsible for producing and maintaining the business within a local branch office within a local health plan area.

We do not allow unrelated producers or agencies to combine their business through assignment or other means with the intent of maximizing bonus payments or achieving higher tiers in United Advantage® or other recognition programs. We only allow producers and agencies to combine business if they are in the same health plan coverage area, and then only if there is a true business relationship between the parties. For the purposes of this requirement, we define a “true business relationship” as some form of common ownership of the agency business, plus other tangible evidence that the relationship represents a merger of all aspects of the business. Such evidence includes the sharing of office space, staff, phone and computer systems, combining of all expenses and all revenues from all carriers, and sharing in profits or losses related to the sale and retention of health insurance. Creating a partnership, corporation, LLC or other business entity without also merging all revenues, expenses, ledgers, assets and other aspects of the business, and sharing in profits or losses, does not meet the definition of a “true business relationship.” UnitedHealthcare is the sole arbiter regarding whether a “true business relationship” exists between parties, and may adjust or terminate bonus payments, and suspend or terminate bonus eligibility, for producers and agencies found to be in violation of this policy. If we allow combining of business, the change will be made on a prospective basis only, and no prior bonuses will be recalculated.

**Voluntary participation in bonus programs:** Producers and agencies may voluntarily withdraw from participation in bonus programs. If such a withdrawal is for all bonus programs and for all customers, the producer will be removed from all bonus programs. Requests to reinstate bonus eligibility after a voluntary withdrawal from all programs will be subject to acceptance by UnitedHealthcare. Prior to accepting a producer’s request to be reinstated for bonus eligibility, the producer must confirm that they have advised their customers that they will be accepting bonuses. UnitedHealthcare may, at its sole discretion, require that the producer advise all customers in writing that they are now accepting bonuses as a condition of reinstatement of bonus eligibility. Reinstatement will generally be considered only for bonus periods that begin after the date of the reinstatement request. In any event, UnitedHealthcare will, at its sole discretion, establish the dates for the reinstatement of the producer’s eligibility for the various bonus programs, and may prorate or otherwise adjust bonus payments covering partial bonus periods.

Requests by an agent to be excluded from a specific bonus program (but not all bonus programs) will be considered on a case-by-case basis. UnitedHealthcare will retain full discretion on whether such requests will be granted.

**Exclusion of Professional Employer Organizations (PEOs) from bonus programs:** Business written through a PEO arrangement with a UnitedHealthcare Master Medical Plan (or a similar document) is excluded from all bonus and override programs.

**General Agents:** General Agents receiving compensation under General Agent’s or special compensation arrangements are not eligible for bonuses or other compensation except as specifically allowed by their agreement with us.

**51 Plus Governmental Entity and Non-Commissionable Customer Rules which limit producer participation in carrier compensation programs:** Some Governmental Entities and non-commissionable customers have rules which limit the producers ability to participate in carrier funded compensation programs pertaining to bonuses and overrides and other incentives. Please refer to Terminology on page 3 for definitions of “Governmental Entity” and “non-commissionable cases”. It is the producers responsibility to inquire about any restrictions with their customer and to disclose any to UnitedHealthcare. These restrictions do not apply to small group Governmental Entity 2-50 size cases.

State-specific case exclusions: All non-commissionable groups in New Mexico and any other states or jurisdictions where regulations prohibit such payments are excluded from all bonus and override programs.

Specific bonus programs: At UnitedHealthcare’s option, some specific bonus programs may exclude all non-commissionable cases from bonus eligibility.

Bonus eligibility for existing cases that change from commissionable to non-commissionable during the bonus period: If an existing customer that is eligible for bonuses converts from commissionable to non-commissionable status during a bonus period, the case will be considered eligible for that bonus unless the producer informs UnitedHealthcare that the customer has rules which limit/prohibit producers participation in such bonus compensation programs.

## Data security for customer information

Carriers and their agents have a responsibility to protect customer data. In other words, it's the right thing to do. It's also the law: There are federal and state regulations that require carriers and their agents to implement reasonable and appropriate security measures to ensure Protected Health Information (PHI) and Personally Identifiable Information (PII) are protected from unauthorized access, use and disclosure. In order to comply with these various laws, and as part of ongoing efforts to ensure protection of customer data, we will be asking you to confirm that your computer equipment and practices are compliant with certain security standards. Where applicable, here are some of the areas we will be covering as part of this process:

- 1. Multi-Factor Authentication:** Organizations with employees that have remote access to their network are required to have multi-factor authentication in place. This is required for all remote access including third parties such as vendors that provide support and maintenance. To meet this standard, when a person logs in remotely, they must provide at least 2 factors to confirm their identity. For example, in addition to their password, they must have another unique identifier such as a changing digit code or biometric. This secondary factor must be unique and only accessible to that person.
- 2. Access Management:** Formal policy and procedures are required to manage and govern access to the organization's computers, network, applications and facilities. This policy and procedure document must cover the process for adding and removing access; the assignment of a unique user ID for each employee; and secure password settings.
- 3. Performing Risk Assessments:** A holistic risk assessment activity covering administrative, physical and technical risks posed to the organization is required to be performed at least annually and formally documented. Please remember that any material breach to your systems that contain PHI/PII must be reported to UnitedHealthcare immediately.
- 4. Full-Disk Encryption:** Any organization devices that have access to PHI/PII are required to have full-disk encryption software in place and set to AES 256bit. This applies to all devices with access to PHI/PII such as servers, desktops, laptops and mobile devices.
- 5. Physical Security:** Formal policy and procedures are required to manage and govern the physical security of the organization. Examples include locked doors, security cameras and similar measures to ensure that only authorized personnel are allowed access. Organizations are required to provide a secure physical environment for areas that have servers, desktops or laptops with PHI/PII to ensure that only authorized personnel are allowed access.
- 6. Management of Removable Media:** Formal policy and procedures are required to manage and govern the restriction of removable media, such as USB drives, external hard drives or similar media. Technical restrictions are required to be in place to prevent the use or transfer of PHI/PII via removable media. It is not advisable or recommended that removable media is used at all, even if no PHI/PII is involved, due to the ease of data loss and malicious code that can be transferred via this method.
- 7. Vulnerability Scanning and Patch Management:** The organization is required to perform periodic vulnerability scans and patching of their network and devices to identify and remediate weaknesses accordingly. Weaknesses in the organization's network, operating systems, network devices and web browsers may be exploited by malicious users if left undetected and unaddressed.
- 8. Anti-Virus and Anti-Malware:** Anti-virus software is required on all devices to prevent, detect and remove malicious code. It is important to ensure daily full scans are set and software is set to automatically update to effectively prevent malicious code.

We look forward to working with you to help assure that customer data remains as secure as possible. We will contact you with further information. In the meantime, please email UnitedHealthcare's Broker Data Security Team at [securebroker@uhc.com](mailto:securebroker@uhc.com) with any questions. Thank you for your attention to this important topic.



UnitedHealth Group is a health care and well-being company with a mission to help people live healthier lives and help make the health system work better for everyone.

We are 380,000 colleagues in 2 distinct and complementary businesses working to help build a modern health system through improved access, affordability, outcomes and experiences.

UnitedHealthcare offers a full range of health benefits, enabling affordable coverage, simplifying the health care experience and delivering access to high-quality care. Optum delivers care aided by technology and data, empowering people and providers with the guidance and tools they need to achieve better health.

We work with governments, employers, alliances and providers to care for 151 million people and share a vision of a value-based system of care that provides compassionate and equitable care.

At UnitedHealth Group, our mission calls us, our values guide us and our diverse culture connects us as we seek to improve care for the consumers we are privileged to serve and their communities.

The logo for United Healthcare, featuring the words "United" and "Healthcare" stacked vertically in a blue, sans-serif font.

#### **NOT FOR CONSUMER USE.**

This policy has exclusions, limitations and terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, contact UnitedHealthcare.

UnitedHealthcare vision coverage provided by or through UnitedHealthcare Insurance Company, located in Hartford, Connecticut, UnitedHealthcare Insurance Company of New York, located in Islandia, New York, or their affiliates. Administrative services provided by Spectera, Inc., United HealthCare Services, Inc. or their affiliates. This policy has exclusions, limitations and terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, contact the company.

UnitedHealthcare dental coverage underwritten by UnitedHealthcare Insurance Company, located in Hartford, Connecticut, UnitedHealthcare Insurance Company of New York, located in Islandia, New York, or their affiliates. Administrative services provided by Dental Benefit Providers, Inc., Dental Benefit Administrative Services (CA only), DBP Services (NY only), United HealthCare Services, Inc. or their affiliates. This policy has exclusions, limitations and terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, contact the company.

UnitedHealthcare Life and Disability products are provided by UnitedHealthcare Insurance Company and certain products in California by Unimerica Life Insurance Company. Life and Disability products are provided on policy forms LASD-POL (05/03) et al. and UHCLD-POL 2/2008 et al. The policies have exclusions, limitations, reductions of benefits and terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, call or write the company. Some products are not available in all states. UnitedHealthcare Insurance Company is located in Hartford, CT and Unimerica Life Insurance Company is located in Milwaukee, WI.

UnitedHealthcare Critical Illness product is provided by UnitedHealthcare Insurance Company. Critical Illness coverage is NOT considered "minimum essential coverage" under the Affordable Care Act and therefore does NOT satisfy the mandate to have health insurance coverage. Failure to have other health insurance coverage may be subject to a tax penalty. Please consult a tax advisor. The policies have exclusions, limitations, reductions of benefits and terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, call or write the company. Some products are not available in all states. UnitedHealthcare Insurance Company is located in Hartford, CT.

UnitedHealthcare Accident Protection product is provided by UnitedHealthcare Insurance Company. The policies have exclusions, limitations, reductions of benefits and terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, call or write the company. Some products are not available in all states. UnitedHealthcare Insurance Company is located in Hartford, CT.

UnitedHealthcare Benefit Ally® offers Accident Protection, Critical Illness and Hospital Indemnity products provided by UnitedHealthcare Insurance Company. Each product provides separate limited benefits. Accident Protection, Critical Illness and Hospital Indemnity coverages are NOT considered "minimum essential coverage" under the Affordable Care Act and therefore none of the products satisfy the mandate to have health insurance coverage. Failure to have other health insurance coverage may be subject to a tax penalty. Please consult a tax advisor. The policies have exclusions, limitations, reductions of benefits and terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, call or write the company. These products are not available in all states. UnitedHealthcare Insurance Company is located in Hartford, CT.

UnitedHealthcare Hospital Indemnity product is provided by UnitedHealthcare Insurance Company. The product provides a limited benefit for certain hospital indemnity plan benefits. Please note: HOSPITAL INDEMNITY coverage is NOT considered "minimum essential coverage" under the Affordable Care Act and therefore does NOT satisfy the mandate to have health insurance coverage. Failure to have other health insurance coverage may be subject to a tax penalty. Please consult a tax advisor. The policy has exclusions, limitations, reductions of benefits and terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, call or write the company. This product is not available in all states. UnitedHealthcare Insurance Company is located in Hartford, CT.

UnitedHealthcare's Health Reimbursement Account, or HRA, combines the flexibility of a medical benefit plan with an employer-funded reimbursement account. Health reimbursement accounts (HRAs) are administered by OptumHealth Financial Services, Inc. and are subject to eligibility and plan restrictions.

Administrative services provided by United HealthCare Services, Inc. or their affiliates, and UnitedHealthcare Service LLC in NY. Stop-loss insurance is underwritten by UnitedHealthcare Insurance Company or their affiliates, including UnitedHealthcare Life Insurance Company in NJ, and UnitedHealthcare Insurance Company of New York in NY.

Health plan coverage provided by or through UnitedHealthcare Insurance Company, UHC of California and UnitedHealthcare Benefits Plan of California. Administrative services provided by United HealthCare Services, Inc., OptumRx or OptumHealth Care Solutions, Inc. Behavioral health products are provided by U.S. Behavioral Health Plan, California (USBHPC).