



This 2021 Agency Incentive Program (Incentive Program) applies to New Members of Ambetter Qualified Health Plans (QHPs) enrolled directly with Ambetter, during the Special Enrollment Period extended through the “Strengthening Medicaid and Affordable Care Act” Executive Order issued by the Biden-Harris Administration on January 28, 2021. This Incentive Program is part of and incorporated into the Producer Agreement that exists between Ambetter and Agency. In the event of a conflict between this Incentive Program and the Producer Agreement, this Incentive Program shall prevail.

Ambetter reserves the right to change this Incentive Program at any time without advance notice.

Section 1: Definitions

The following are defined terms for purposes of the Incentive Program:

- 1.1. All capitalized terms in this Incentive Program shall have the meanings ascribed to them in the Producer Agreement unless defined herein.
- 1.2. Clawback means the recoupment of Ambetter’s payment to the Agency if the New Member fails to pay in its entirety the first three (3) premium payments for the policy as and when such payments become due.
- 1.3. Incentive Level (or Incentive Tier) means the incentive payment per New Member determined by the number of New Members enrolled through the Marketplace, or Off-Exchange Plans, if permissible under state law.
- 1.4. Marketplace means a governmental agency or non-profit entity established under the Affordable Care Act through which individuals purchase QHPs. Sometimes referred to as “Exchanges,” this term includes the Federally-facilitated Marketplace (FFM), State-based Marketplace-Federal Platform (SBM-FP), State-Partnership Marketplaces (SPMs), and State-based Marketplaces (SBM).
- 1.5. New Member means each individual newly enrolled in coverage under a single Ambetter QHP insurance policy purchased during the Special Enrollment Period through the Marketplace or Off-Exchange Plan and who has not been enrolled in an Ambetter plan in the previous 30 calendar days.
- 1.6. Off-Exchange means an individual health insurance policy that is purchased directly from Ambetter outside of the Marketplace.
- 1.7. Qualified Health Plan (QHP) means an individual health insurance policy that is certified to be offered for sale through the Marketplace. A QHP is a single policy issued by Ambetter which provides self-only, child-only, or family coverage.
- 1.8. Special Enrollment Period (SEP), specific to this Incentive Program only, means the period between February 15, 2021 and May 15, 2021.
- 1.9. Sub-Producer means any licensed producer appointed by, contracted by or under the Producer/Agency, working under the Producer/Agency subject to the Producer’s/Agency’s general direction and supervision, whether referred to as a “broker”, “producer”, or any other like term, and who is appointed by Ambetter to solicit a prospective member to purchase a plan of Ambetter.

Section 2: Incentive Schedule

- 2.1. Agency's applicable Incentive Level, or Tier, for the incentive payment is determined by the number of New Members.

Incentive Levels and qualifications are as follows:

All States	SEP Incentive Program Criteria	
	One-Time Incentive Payment	Number of New Enrollments
	\$100 per New Member	10 – 49 New Members
	\$125 per New Member	50 – 199 New Members
	\$175 per New Member	200 – 349 New Members
	\$200 per New Member	350+ New Members

Section 3: Eligibility

- 3.1. In order to be eligible to earn an incentive payment on a sale to a New Member, the Agency must:
- Sell a minimum of 10 New Members.
 - At the time of each sale, be licensed, contracted, and appointed with Ambetter to sell Ambetter Products;
 - At the time of each sale, meet all additional state and federal requirements to sell QHPs, including but not limited to Marketplace training and certification; and,
 - At the time of each sale and the date on which the incentive payment is due to the Agency, be in compliance with all provisions of the Producer Agreement and Sub-Producer Agreement, if applicable.

Section 4: Payments

- 4.1. Incentive payments will be distributed to qualifying Agencies, in a one-time lump sum within 60 days of the calculation and confirmation of the final number of New Member enrollments. Earned incentives are calculated and paid strictly on:
- New Member enrollments submitted between February 15, 2021 and May 15, 2021, and
 - Collection of the full policy premium (i.e., the Member's monthly premium contribution amount plus the applicable Advanced Premium Tax Credits (APTC)) for the first 3 months of the policy.
 - Sub-Producers of the qualifying Agency are not eligible for direct incentive payments under this program; Payments are made directly to the qualifying Agency.
 - Ambetter will not adjust any incorrect Incentive Payments to Agency, except for adjustments requested within 60-days of the incentive payment date, payments made as a result of fraud or incorrect information provided to Ambetter. In this regard, neither Agency nor Ambetter may assert a claim against the other relating to an incorrect payment amount under the terms of this Agreement unless such claim is made (and the resulting adjustment is commenced) within 60-days of the date of said incorrect payment.
- 4.2. The incentive payment is subject to a Clawback if the New Sale is retroactively terminated on or before the first three (3) full premium payments are made on the policy. Ambetter, in its sole discretion, will recover the incentive payment amounts from Agency by offsetting the overpayment against future compensation in the incentive amount applicable to the number of terminated New Members.

Section 5: Important Notes Applicable to Incentive Schedule

- 5.1. National Producer Number (NPN) must be listed on all enrollments.
- 5.2. Consistent Producer of Record during the period of the first 3 months of the policy. Producer of Record changes are not eligible.
- 5.3. Incentive payments will only be paid for New Sales in accordance with this Incentive Program.
- 5.4. Potential incentive payments earnings by an Agency are uncapped for the New Sales Incentive Program.
- 5.5. Decisions regarding eligibility, applicable incentive payment amounts earned, or other issues relative to the program administration are at the sole discretion of Ambetter and are final.
- 5.6. This program may be modified or discontinued at any time at the sole discretion of Ambetter.