### EXHIBIT A

### **COMPUTATION OF MEDICARE AGENCY COMMISSIONS – 2023**

- 1. The parties understand and agree that all payment of commissions will only be made in accordance with Medicare laws, rules, regulations, and CMS instructions.
- 2. SelectHealth will compensate Agency for each enrollee for which Agency is the agent of record as follows:

# Initial Year with SelectHealth

# New to SelectHealth Advantage and unlike plan (i.e., PDP to MAPD) changes

	Utah/Idaho	Nevada
Electronic Enrollments (Submitted through SelectHealth's Broker Portal): For enrollees that are new to SelectHealth Advantage with no previous Medicare Advantage (indicated by "NONE" on CMS's Agent Broker Compensation Report)	\$600.96 lump sum payment the month coverage begins	\$600.96 lump sum payment the month coverage begins
Paper Enrollments: For enrollees that are new to SelectHealth Advantage with no previous Medicare Advantage (indicated by "NONE" on CMS's Agent Broker Compensation Report)	\$300.48 lump sum payment plus \$25.04 per month beginning the month coverage begins	\$300.48 lump sum payment plus \$25.04 per month beginning the month coverage begins
All Other Initial Enrollments: For enrollees that are new to SelectHealth Advantage with Unlike coverage (indicated by PDP or cost plan on CMS's Agent Broker Compensation Report)	\$50.08 per month beginning the month coverage begins	\$600.96 pro-rated lump sum payment based on the month coverage begins

# Initial or Renewal Year Coming to SelectHealth

# MAPD/MA (i.e. Plan to Plan) to SelectHealth coming from another MA/MAPD Plan

	Utah/Idaho	Nevada
For enrollees that are new to SelectHealth	\$25.04 permonth	\$300.48 pro-rated
Advantage that are coming from another	beginning the	lump sum payment
MA/MAPD Plan (indicated by "MA" or	month the coverage	beginning the month
"MAPD" on CMS's Agent Broker	begins	the coverage begins
Compensation Report)		

# **Renewal Year Staying with SelectHealth**

	Utah/Idaho	Nevada
For enrollees remaining with SelectHealth	\$25.04 per month	\$25.04 per month
from year to year	beginning on the	beginning on the
	month coverage	month coverage
	begins	begins

- 3. The commissions described herein apply to SelectHealth's MA Plan enrollments beginning January 1, 2023.
- 4. Agency must be in compliance with the terms of the Agreement to receive both initial year and renewal year commission payments.
- 5. The parties agree and understand that CMS regulates commissions.
- 6. Agency agrees and understands that all commissions are paid at the renewal rate unless CMS notifies SelectHealth that the enrollee is an initial "new" enrollee. Initial year payment rates are paid on new enrollees to SelectHealth's MA Plan as well as enrollments into SelectHealth's MA Plan from a different plan type.
- 7. Payments will begin on the month following the month in which the enrollee's plan becomes effective and CMS confirms the status of the enrollee. Payment for any given month will be made approximately on or before the fifteenth (15<sup>th</sup>) day of the following month.
- 8. Renewal year commission payments will be made pursuant to the Agency Agreement and will be paid as long as the member remains active on the plan.
- 9. As described above, Agency understands that SelectHealth will pay a lump sum, up-front commission for applications that are submitted electronically for enrollees that are new to SelectHealth Advantage with no previous Medicare Advantage (indicated by "NONE" on CMS's Agent Broker Compensation Report).
- 10. SelectHealth and Agency acknowledge and agree that SelectHealth is required to recover, and Agency will refund, any payments made to Agency for enrollees who disenroll from SelectHealth's MA Plan within the first three (3) months of enrollment and any other time an enrollee is not enrolled in SelectHealth's MA Plan. However, SelectHealth will not recover, and Agency is not required to refund, any payments made to Agency when an enrollee disenrolls within the first three (3) months due to the following circumstances: (1) disenrollment from Medicare Part D due to other creditable coverage (as defined under applicable law) or due to institutionalization (as defined under applicable law); (2) the enrollee gains/drops employer/union sponsored coverage; (3) the enrollee drops coverage due to a CMS sanction against the SelectHealth MA Plan or termination of SelectHealth's

contract with CMS; (4) during the Medigap trial period; (5) to coordinate with the Part D enrollment periods; (6) to coordinate with an SPAP; (7) the enrollee becomes dually eligible for both Medicare and Medicaid; (8) the enrollee qualifies for another plan based on special needs; (9) the enrollee becomes LIS eligible; (10) the enrollee qualifies for another plan based on a chronic condition; (11) the enrollee moves into or out of an institution; (12) due to an auto or facilitated enrollment; (13) the enrollee is involuntarily disenrolled due to death, moving out of the service area, non-payment of premium, loss of entitlement, retroactive notice of Medicare entitlement, contract violation, or SelectHealth's MA Plan nonrenewal or termination; or (14) when the enrollee moves to a plan with a five-star rating.

11. Agency agrees that it will not charge any enrollee a marketing fee outside of the approved premium.