This Amendment to Medicare Advantage Agent Agreement ("Amendment") is entered into effective the 1st day of June, 2015, between SelectHealth, Inc. plus SelectHealth Benefit Assurance Company, Inc. (collectively referred to herein as "SelectHealth") and __________________________ ("Agent"). SelectHealth and Agent are individually referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, the Parties entered into a Medicare Advantage Agent Agreement on ________________ ("Agreement");

WHEREAS, Section 5.8 of the Agreement allows the Parties to amend the Agreement by executing a written document;

WHEREAS, the Parties desire to amend the Agreement as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties amend the Agreement as follows:

1. Section 5.9 of the Agreement is deleted in its entirety and replaced with the following:

5.9 Notices.

A. Any notices to SelectHealth will be sufficiently given if sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

J. Murphy Winfield
SelectHealth, Inc.
P.O. Box 30192
Salt Lake City, Utah 84130-0192

B. Any notices to Agent will be sufficiently given if sent by email or mail, postage prepaid, addressed or delivered at the current address for Agent on file with SelectHealth.

C. A party may change its address in writing to the other party. Any such notice will be deemed to have been given, if mailed by first class U.S. mail to the last known address as provided herein on the fifth (5th) day after the date on which the notice is mailed.

2. Section 2 of Exhibit C "Medicare Advantage Requirements" is deleted in its entirety and replaced with the following:

2. Audit. Notwithstanding anything to the contrary contained in the Agreement, the Department of Health and Human Services ("HHS"), the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any pertinent information including books, contracts, computer or other electronic systems, including medical records and documentation related to SelectHealth’s contract with CMS. The foregoing right to inspect, evaluate, collect, and audit any pertinent information exists for ten (10) years from (i) the final date of SelectHealth’s contract period with CMS or
(ii) from the date of completion of any audit, whichever is later. Also, the foregoing right is applicable to Agent as well as any other first tier, downstream, or related entity. Agent shall make available to SelectHealth, government agencies, and their designees its premises, physical facilities, and equipment to accommodate periodic auditing as described in this paragraph. In addition, if this the Agreement is determined to be subject to the provisions of Section 952 P.L. 96-499, which governs access to books and records of subcontractors of services to Medicare hospitals where the cost or value of such services under the contract exceeds $10,000 over a twelve (12) month period, then Agent agrees to permit representatives of the Secretary of the Department of Health and Human Services and of the Comptroller General, in accordance with criteria and procedures contained in applicable federal regulations, to have access to its books, documents, and records as necessary to verify the cost of services provided under the Agreement. Agent will immediately notify SelectHealth if Agent receives a request for access to books, documents, and/or records from any of the parties named in this section.

3. The following Section 7 is added to Exhibit C “Medicare Advantage Requirements”:

   7. **Federal Funds.** Agent acknowledges that it is receiving federal funds from SelectHealth and is subject to laws and regulations applicable to individuals/entities receiving federal funds.

4. Exhibit A is deleted in its entirety and replaced with the attached Exhibit A.

5. In the event of a conflict between this Amendment and the Agreement, this Amendment will control. Except as set forth herein, the Agreement remains in full force and effect.

SELECTHEALTH

By: _____________________________  By: ___________________________
Name:        Name:
Title:        Title:
Date: ____________________________  Date: _________________________

AGENT

By: _____________________________  By: ___________________________
Name:        Name:
Title:        Title:
Date: ____________________________  Date: _________________________
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 Agent for each enrollee for which Agent is the agent of record as follows:

**Initial Year with SelectHealth**

<table>
<thead>
<tr>
<th>New to SelectHealth Advantage and MAPD</th>
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<tbody>
<tr>
<td>For enrollees that are new to SelectHealth Advantage with no previous Medicare Advantage coverage (indicated by “NONE” on CMS’s Agent Broker Compensation Report)</td>
<td>$204 lump sum payment plus $17.00 per month beginning the month coverage begins</td>
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**MAPD/MA (Plan to Plan) to SelectHealth Advantage within the initial year**

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<tbody>
<tr>
<td>For enrollees that are new to SelectHealth Advantage with no previous similar coverage (indicated by “PDP”, “COST”, “COST/PD” on the prior plan type on CMS’s Agent Broker Compensation Report)</td>
<td>$34 per month beginning the month the coverage begins until the end of the calendar year</td>
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**Renewal Year Coming to SelectHealth**

**MAPD/MA (Plan to Plan) to SelectHealth coming from another MA/MAPD Plan during a renewal year**

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<tbody>
<tr>
<td>For enrollees that are new to SelectHealth Advantage that are coming from another MA/MAPD Plan (indicated by “MA” or “MAPD” on CMS’s Agent Broker Compensation Report)</td>
<td>$17.00 per month beginning the month the coverage begins</td>
</tr>
</tbody>
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**Renewal Year Staying with SelectHealth**

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<tbody>
<tr>
<td>For enrollees remaining with SelectHealth from year to year</td>
<td>$17.00 per month beginning on the month coverage begins</td>
</tr>
</tbody>
</table>

3. The commissions described herein apply to SelectHealth’s MA Plan enrollments beginning June 1, 2015.
4. Agent 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. Agent 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 15th day of the following month.

8. Renewal year commission payments will be made pursuant to the Agent Agreement and will be paid as long as the member remains active on the plan.

9. SelectHealth and Agent acknowledge and agree that SelectHealth is required to recover, and Agent will refund, any payments made to Agent for enrollees who disenroll from SelectHealth’s MA Plan within the first three months of enrollment and any other time an enrollee is not enrolled in SelectHealth’s MA Plan. However, SelectHealth will not recover, and Agent is not required to refund, any payments made to Agent when an enrollee disenrolls within the first three 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 5-star rating.

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