

AGENT FEES COLLECTION AGREEMENT

THIS AGENT FEES COLLECTION AGREEMENT (the "Agreement") is entered into on **July 1, 2019** ("Effective Date") by and between **Blue Cross and Blue Shield of North Carolina** ("BCBSNC"), a North Carolina corporation and an independent licensee of the Blue Cross and Blue Shield Association,

Bryan Bickley ("Agent"),

James A. Scott & Son, Inc. ("Agency"), and

County of Chatham ("Group"), each a "Party" and collectively "Parties."

BACKGROUND

Group will purchase certain health, dental, and/or stop-loss insurance products from BCBSNC and/or its affiliates ("Products") through the services of Agent, an appointed agent of BCBSNC and the Group's Agent of Record ("AOR"). Group understands that the law and BCBSNC, through its contract and BCBSNC Policies and Procedures, set some requirements for services provided by Agent to Group. Group also understands that Agent provides more services than those required by BCBSNC to Group. Group agrees to pay Agent an agreed upon set of fees for each of the Products ("Agent Fees") for such additional services. Group would like BCBSNC to bill Group the Agent Fees. Agent would like BCBSNC to collect Agent Fees from Group and pay Agent Fees to Agency. Group, Agent, and Agency understand that BCBSNC is not responsible for any portion of the agreed upon Agent Fees or for the additional services provided by the Agent.

AGREEMENT

1. **Services Provided by Agent to Group.** Agent shall provide services related to each of the Products to Group that are consistent with all applicable laws, any contracts Agent may have with BCBSNC, and BCBSNC Policies and Procedures. Agent agrees, represents, and warrants that it has the authority to bind Agency to this Agreement. Group understands that BCBSNC has no liability or responsibility for services provided by the Agent outside of what is required by BCBSNC's agent/agency contracts and BCBSNC Policies and Procedures.

2. **Amount of Agent Fees.** Group agrees to pay the following Agent Fees for services provided by Agent in connection with each of the Products starting the Effective Date (check one of the two options):

(Complete only the applicable boxes)

Product Type	Percent of Monthly Premium (per employee per month)	Flat Fees per Month (per employee per month)
Health		\$10.00
Dental		
Stop-Loss		

3. **Agent of Record Change.** All Parties acknowledge that this Agreement does not restrict Group from changing or removing its AOR. Group understands that changing its AOR shall terminate this agreement and that any replacement AOR Agent Fees must be the same as the previous AOR's Agent Fees unless otherwise agreed upon by all the Parties.

4. **Remittance of Agent Fees to BCBSNC.** BCBSNC agrees to include Agent Fees in its monthly premium statement to Group for Products premium. Group shall include Agent Fees in its monthly remittance of premium payment to BCBSNC. While Agent Fees is held by BCBSNC, all parties agree that BCBSNC may earn interest or other investment income on such Agent Fees.

5. **Agent Fees to Agency.** BCBSNC shall pay Agent Fees to Agency on a monthly basis after receiving Agent Fees from Group. Should BCBSNC pay any amount of Agent Fees to Agency that BCBSNC, for any reasons, did not collect or was required to return from Group, BCBSNC shall notify Agency and BCBSNC shall recoup such Agent Fees amounts. BCBSNC, in its sole discretion, may recoup by demanding repayment from Agency or deduct such Agent Fees amounts from any future payments to Agency under any agreement between BCBSNC and Agency.

6. **Partial Payments.** In the event that Group does not remit the full amount of any monthly premiums and Agent Fees for any month, in its sole discretion, BCBSNC will review the amount and its policies and procedures at that time and determine whether to continue the Group's coverage. If the Group's coverage continues, Agent Fees will be paid to Agency for that time period of coverage. BCBSNC is not responsible for payment of Agent Fees if it does not receive Agent Fees from Group.

7. **Terminations.** This Agreement shall terminate: i) on the day that Group no longer purchases any Products as identified in this Agreement from BCBSNC; ii) on the effective date of when a Group changes its AOR or removes Agent as its AOR; iii) upon replacement with a new Agent Fees Collection Agreement; or iv) by any Party upon at least thirty (30) days prior written notice to all other Parties.

8. **Miscellaneous.** This Agent Fees Collection Agreement supersedes all prior Agent Fees Collection Agreements between the same parties. This Agreement embodies the entire agreement and understanding of the parties with respect of the subject matter of this Agreement. This Agreement may be amended, modified or supplemented only by written agreement of all of the parties hereto. The execution, interpretation, and performance of this Agreement shall be governed by the internal laws and judicial decisions of the State of North Carolina.



[Execution Page Follows]



In WITNESS WHEREOF, the parties have executed this contract.

BLUE CROSS AND BLUE SHIELD OF NORTH CAROLINA

Signed: K. Steve Crist

Name: K. Steve Crist

Title: Vice President, Group Markets

Date: _____

GROUP

Signed: _____

Name: _____

Title: _____

Date: _____

AGENCY / AGENT

Signed: B. Bickley

Name: Bryan Bickley

Title: Vice President, Benefits Consultant

Date: 4/15/19

Agency: James A. Scott & Son, Inc.

Agency Tax ID: 54-0372970