



## AGENT FEES COLLECTION AGREEMENT

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THIS AGENT FEES COLLECTION AGREEMENT (the “Agreement”) is entered into on July 1<sup>st</sup>, 2024 (“Effective Date”) by and between **Blue Cross and Blue Shield of North Carolina** (“Blue Cross NC”), 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 Blue Cross NC and/or its affiliates (“Products”) through the services of Agent, an appointed agent of Blue Cross NC and the Group’s Agent of Record (“AOR”). Group understands that the law and Blue Cross NC, through its contract and Blue Cross NC 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 Blue Cross NC 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 Blue Cross NC to bill Group the Agent Fees. Agent would like Blue Cross NC to collect Agent Fees from Group and pay Agent Fees to Agency. Group, Agent, and Agency understand that Blue Cross NC 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 Blue Cross NC, and Blue Cross NC Policies and Procedures. Agent agrees, represents, and warrants that it has the authority to bind Agency to this Agreement. Group understands that Blue Cross NC has no liability or responsibility for services provided by the Agent outside of what is required by Blue Cross NC’s agent/agency contracts and Blue Cross NC 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		\$10.93 PEPM
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.

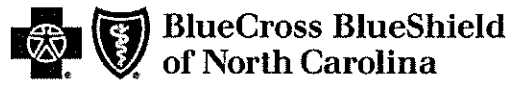
4. **Remittance of Agent Fees to Blue Cross NC.** Blue Cross NC agrees to include Agent Fees in its monthly premium statement to Group for Products premium. Group shall include Agent Fees in its monthly remittance of premium payment to Blue Cross NC. While Agent Fees is held by Blue Cross NC, all parties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

5. **Agent Fees to Agency.** Blue Cross NC shall pay Agent Fees to Agency on a monthly basis after receiving Agent Fees from Group. Should Blue Cross NC pay any amount of Agent Fees to Agency that Blue Cross NC, for any reasons, did not collect or was required to return from Group, Blue Cross NC shall notify Agency and Blue Cross NC shall recoup such Agent Fees amounts. Blue Cross NC, 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 Blue Cross NC and Agency.

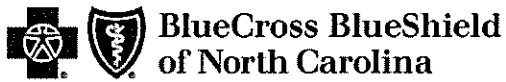
6. **Partial Payments.** In the event that Group does not remit the full amount of any monthly premiums and Agent Fees for any month, in its sole discretion, Blue Cross NC will review the amount and its policies and procedures at that time and determine whether to continue the Group's coverage. If the Group's coverage continues, Agent Fees will be paid to Agency for that time period of coverage. Blue Cross NC 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 Blue Cross NC; 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: Roy Watson, Jr.

Name: Roy Watson, Jr.

Title: Vice President, Group and State Segment

Date: 3/19/2024

**GROUP**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AGENCY / AGENT**

Signed: B. Bickley

Name: Bryan Bickley

Title: Vice President

Date: March 19, 2024

Agency: James A. Scott & Son, Inc.

Agency Tax ID: 54-0372970