

HEALTH INSURANCE SOLICITING AND SERVICING AGREEMENT

NOW COME _____ County Farm Bureau ("CFB"), Michigan Farm Bureau ("MFB") and MFB's wholly-owned subsidiary, MFB, Inc., and agree:

A. Definitions

1. "BCBSM" means Blue Cross Blue Shield of Michigan.
2. "BCS" means BCS Life Insurance Company.
3. "BCN" means Blue Care Network of Michigan.
4. "CAM" means County Administrative Manager employed by CFB. If applicable, as used in this agreement, CAM also includes a County Administrative Coordinator employed by MFB, Inc. to provide services to CFB. In such case, MFB, Inc. shall cause its employee to perform the responsibilities described in Section B, below. In situations where a CFB has an Assistant County Administrative Manager or MFB, Inc. has a County Administrative Assistant, and CFB or MFB, Inc., as the case may be, has directed said Assistant to perform the responsibilities described in Section B, below, then "CAM" as used in this agreement also refers to the Assistant.
5. "CMS" means Centers for Medicare and Medicaid Services.
6. "CSAC" means Community Service Acceptance Company, an insurance agency owned by Michigan Farm Bureau Financial Corporation.
7. "FB Agent" means a licensed insurance producer who sells insurance under agency agreements with Farm Bureau Life Insurance Company of Michigan, Farm Bureau Mutual Insurance Company of Michigan, Farm Bureau General Insurance Company of Michigan and a solicitor agreement with CSAC.
8. "Health Insurance" means health benefits or services, health insurance products, and dental insurance products sponsored by MFB and provided by BCBSM, BCS or BCN.
9. "Promote" means to advertise using approved text and materials; display at CFB annual meetings and other CFB functions; distribute approved materials from the CFB office, at CFB annual meetings and to CFB area small businesses; explain availability in CFB newsletters.
10. "Service" means to maintain files; update and verify information; assist with contact changes; assist with billing questions and claims questions; provide a welcome kit to new subscribers.
11. "Solicit" means to solicit and procure applications; to assure that applications are complete and accurate; to assist with enrollment; to transmit applications ; to collect and transmit initial premiums, if required.

B. Undertakings

1. CFB shall cause its CAM to promote, solicit applications for, and service health insurance products sponsored by MFB Inc, as identified on Exhibit A attached hereto, as provided in this agreement, in accordance with applicable laws and regulations, and according to policies and procedures communicated by MFB, Inc. to the CAM from time to time. MFB, Inc. shall pay CFB for these services or shall, by agreement with CSAC, cause CSAC to pay CFB for these services, as provided on Exhibit B attached hereto. Such payments are the sole compensation due for services rendered pursuant to this agreement by CFB or its CAM.
2. Within one year of the date of this agreement, CFB shall cause its CAM to become a licensed health insurance solicitor or such other category of insurance producer as MFB, Inc. shall designate. Insofar as health insurance is concerned, CFB's licensed CAM shall act exclusively as a solicitor for the licensed insurance agency, agent or agents designated by MFB, Inc. from time to time. CFB shall cause its CAM to enter a written solicitor contract, in such form as is approved from time to time by MFB, Inc., with a licensed agency, agent or agents designated by MFB, Inc.
3. MFB, Inc. will reimburse CFB up to \$225 for the initial health insurance license course fees, license, registration and exam fees for one CAM per 12-month period. A new CAM must be licensed within 6 months of hire unless MFB, Inc. and CFB agree on an extension. CFB shall cause its CAM to maintain the CAM's health insurance license by causing its CAM to obtain any necessary continuing education required by law or regulation. Continuing education expenses are the responsibility of CFB.
4. CFB shall cause its CAM to attend or participate in all health insurance training sessions conducted by MFB or MFB, Inc. and by BCBSM or BCN and to make use of training materials provided or forwarded by MFB, Inc., so that the CAM maintains a high degree of proficiency in promoting, soliciting applications for, and servicing health insurance sponsored by MFB.
5. CFB shall cause its CAM to follow BCBSM, BCS, BCN, CMS, CSAC and MFB, Inc. requirements pertaining to the promotion, solicitation of applications for, and servicing of BCBSM, BCN and BCS products. In the event that a CAM does not comply with such requirements, MFB, Inc. shall provide the CAM and CFB with written notice of noncompliance. If appropriate corrective action is not taken, MFB, Inc. may terminate this agreement upon 30 days' written notice to CFB and MFB.
6. MFB, Inc. shall provide periodic training to CAMs regarding the promotion, soliciting applications for, and servicing of health insurance and shall provide a training manual in either print or online format. MFB, Inc. or MFB shall provide a website with health insurance information, provide promotional materials and provide health insurance brochures. MFB, Inc. shall make available one or more home office employees to instruct and advise the CAM about BCBSM, BCN and BCS health insurance processes, policies and procedures.
7. CFB shall maintain in effect Errors and Omissions insurance coverage for CFB and its CAM for claims arising out of the undertakings provided for in this agreement. The coverage shall be in the amount of \$1,000,000 or such other amount as specified by MFB, Inc. and shall be from an insurer designated by MFB, Inc. MFB, Inc. shall reimburse or credit CFB

for 50% of the cost of such insurance attributable to coverage for CFB and one CAM. The cost of such insurance attributable to coverage of more than one CAM shall be born solely by CFB. CFB shall be solely responsible for any deductible amount or retainage amount in connection with a claim.

C. Termination

1. Any party to this agreement may terminate the agreement upon 90 days' written notice to the other parties.
2. Upon notice of termination by CFB, if requested by MFB, Inc., CFB shall cause its CAM to continue to promote, solicit applications for, and service health insurance addressed by this agreement for a period specified by MFB, Inc., up to 120 days, so as to allow MFB or MFB, Inc. an opportunity to identify and establish an appropriate method to continue to deliver health insurance to CFB members.
3. If this agreement has been terminated, CFB may, after a 24 month period, request that MFB and MFB, Inc. enter a new Health Insurance Soliciting and Servicing Agreement. If the parties enter a new agreement, CFB will begin to receive service fees for all active BCBSM contracts; CFB will not receive Medicare Advantage or Medicare Part D renewal fees on active contracts, but will receive Medicare Advantage and Medicare Part D enrollment fees and renewals for these products sold after the date of the new agreement.

D. Effect

1. This agreement supersedes any previous agreements, understandings or representations whether oral or written, between these parties about the promotion, solicitation of applications for, or servicing health insurance. This agreement does not alter or affect the responsibilities of any party to the October 1, 2005 Privacy Addendum to the County Farm Bureau Relationship Agreement.
2. Exhibit A and Exhibit B may be revised from time to time by MFB, Inc. Any such revisions shall become effective on the date stated on the revised Exhibit. At least 30 days' written notice of any revisions shall be given by MFB, Inc. to CFB.

_____ COUNTY FARM BUREAU

MICHIGAN FARM BUREAU

Its President

John Vander Molen
Chief Operating Officer

Dated: _____

Dated: _____

MFB, INC.

Signature of County Farm Bureau President

John Vander Molen
Chief Operating Officer

PRINT name of County Farm Bureau President

Dated: _____

HEALTH INSURANCE SOLICITOR AGREEMENT

NOW COME Community Service Acceptance Company (“Agency”) whose business address is 7373 West Saginaw Highway, PO Box 30400, Lansing, Michigan, 48909-7900 and _____ (“Solicitor”), a licensed insurance solicitor or producer whose business address is _____, and agree:

1. Solicitor shall solicit applications for Agency from members of Michigan Farm Bureau.
2. The products for which Solicitor is authorized to solicit applications are health benefits or services, health insurance products, and dental insurance products sponsored by Michigan Farm Bureau and provided by Blue Cross Blue Shield of Michigan, BCS Life Insurance Company or Blue Care Network of Michigan.
3. Solicitor shall act only in conformity with applicable laws and regulations including, without limitation, the Michigan Insurance Code, regulations promulgated by Centers for Medicare and Medicaid services, policies promulgated by Agency, and policies communicated by MFB, Inc. concerning products sponsored by Michigan Farm Bureau.
4. Solicitor shall not receive commissions. Solicitor’s compensation for services rendered under this Agreement is part of and included in the compensation Solicitor receives as an employee of a county Farm Bureau or as an employee of MFB, Inc., as the case may be.

SOLICITOR

AGENCY

(Print Name)

By: _____
Its: _____

Dated: _____

Dated: _____

Exhibit A
Revised December 2014

Products	Promoted by Licensed CAMs	Solicit by Licensed CAMs	Serviced by Licensed CAMs	Solicit by FB Agents under CSAC	Serviced by FB Agents under CSAC/BCBSM	Serviced by BCBSM	Serviced by BCN
A. Member Individual Products							
1. BCBSM – Traditional Plus Dental	Y	Y	Y	Y	N	N	N
2. BCBSM – (CLOSED) Legacy Medigap A, C, & H	N/A	N/A	Y	N/A	N	N	N
3. BCBSM – (CLOSED) Complementary Comprehensive	N/A	N/A	Y	N/A	N	N	N
4. BCBSM – (CLOSED) Complementary Econo	N/A	N/A	Y	N/A	N	N	N
B. MyBlue Individual Products							
1. BCBSM - Individual Qualified Health Plans (Value, Bronze, Silver, Gold, Platinum)	N	N	N	Y	Y	N	N
2. BCN – MyBlue Medigap	Y	Y	N	N	N	N	Y
C. Employer Group Products							
1. BCBSM & BCN – Unknown number of plans available	N	N	N	Y	Y	N	N
D. Medicare Advantage (MAPD) and Medicare Part D Prescription Drug (PDP) Products							
1. BCBSM – Medicare Plus Blue PPO	Y*	Y	N	N	N	Y	N
2. BCN – BCN Advantage HMO	Y*	Y	N	N	N	Y	N
3. BCBSM – Prescription Blue PDP	Y*	Y	N	N	N	Y	N

*Print promotions must be approved by CMS, BCBSM, & Farm Bureau Health Services

Health Insurance Soliciting and Servicing Agreement
Exhibit B
Revised December 2014

A. MFB, Inc. shall pay CFB:

With regard to health and dental products in fiscal year 2014-15:

- \$4.25 per quarter for each active Legacy Medigap contract
- \$12.00 per quarter for each active MyBlue Medigap contract
- \$1.00 per quarter for each active Dental contract
- \$3.00 per quarter for each active individual qualified health plan (QHP)

For 2015 enrollments of Medicare Advantage and Medicare Part D applications that are submitted outside of the Annual Election Period with an effective date after January 1st, enrollment fees will be pro-rated based on the number of months of coverage from the effective date of the policy to the end of the calendar year. Note: the majority of the applications are currently submitted within the enrollment period.

B. With regard to 2015 Medicare products:

- \$175.00 for each "new to Medicare" Medicare Advantage approved application
- \$28.00 for each "new to Medicare" Part D approved application
- \$87.50 for each "renewal" Medicare Advantage approved application
- \$14.00 for each "renewal" Part D approved application

C. If the Health Insurance Sales and Servicing Agreement is terminated, payments shall be prorated to the date of termination as if paid in arrears. Calculations of prorations under Section B, above, shall be based on a calendar year.