

ENROLLMENT & WORKPLACE SERVICE AGREEMENT

This **ENROLLMENT & WORKPLACE SERVICE AGREEMENT** ("Agreement"), dated 1/1/2014 ("Effective Date") is by and between **Custom Benefit Programs, Inc., doing business as UNIVERS Workplace Solutions** (hereinafter collectively referred to as "UNIVERS"), with its principal place of business at 897 12th Street, Hammonton, NJ 08037, a licensed insurance service organization, and The School Board of Clay County, Florida ("CLIENT"), with its principal place of business at 900 Walnut Street, Green Cove Springs, FL 32043. UNIVERS and CLIENT may be collectively referenced herein as the "Parties".

WHEREAS, Client desires to secure administrative assistance with respect to certain of its obligations relating to the administration of its benefit plan(s) (collectively, the "Plan(s)"); and

WHEREAS, UNIVERS is willing to perform such services in conjunction with the administration Plan(s) on behalf of Client;

NOT THEREFORE, in consideration of mutual promises and obligations contained herein, the parties agree as follows:

1. Effective Date; Duration and Renewal; Nonrenewal. This Agreement shall have an initial term from January 1, 2014 to December 31, 2016 unless terminated earlier pursuant to its terms. Thereafter, on January 1 of each calendar year, this Agreement shall automatically self-renew for successive terms of one (1) year each unless, at least ninety (90) days in advance of such January 1 renewal date, one party gives the other party written notice of its intent not to renew this Agreement or unless terminated sooner pursuant to its terms.

2. Scope of Services and Responsibilities of the Parties.

(a) UNIVERS's Responsibilities. UNIVERS shall perform the particular administrative functions and services relating to the Plan(s), as described in the Service Schedule(s), attached hereto and made a part hereof, all in accordance with the terms and conditions of this Agreement. The services UNIVERS has agreed to provide to Client include:

Internet Administrative Services

(b) Client's Responsibilities. Client shall retain full responsibility for the functions described in the Service Schedule(s), attached hereto and made a part hereof. In addition, Client shall perform all other functions it may be obligated to perform by law or otherwise in connection with the Plan(s), including any obligations it may have under the Employee Retirement Income Security Act of 1974 ("ERISA") to the extent ERISA applies to the Plan(s).

(c) Delay. UNIVERS shall not be responsible for any failure or delay in the performance of administrative functions or services described herein which arise out of or relate to a failure or delay by Client or its designated intermediary(ies).

3. Fees and Charges. Client agrees to pay for UNIVERS's services under this Agreement pursuant to the following:

(a) Client shall pay UNIVERS a service fee as described in the Service Schedule.

(b) UNIVERS shall have the right upon thirty (30) days advanced written notice to Client to change the service fee for the services it provides pursuant to this Agreement in the event that there is a change in the underlying costs of providing services hereunder that are beyond the control of UNIVERS. If such change is not acceptable to Client, Client may terminate this Agreement without penalty.

(c) Notwithstanding subparagraph (b) above, if Client imposes additional duties or obligations on UNIVERS, UNIVERS may impose additional charges for such additional services as outlined in Section 4 ("Additional Services") below. Any such additional duties or obligations, along with any corresponding charges, must be clearly documented and agreed to by both parties.

(d) UNIVERS shall bill Client on a monthly basis for service fees or costs attributable to standard services performed during the preceding month pursuant to this section. Client shall pay UNIVERS the amount billed in accordance with the Florida Prompt Payment Act. If UNIVERS does not receive such payment within such time, this Agreement will automatically terminate as provided in Section 12 ("Termination") below.

4. Additional Services.

(a) Both parties recognize that, from time to time, Client may request that UNIVERS perform additional services relating to the Plan(s), which services are not specifically contemplated by the Service Schedule to this Agreement. Prior to providing any such additional services, the parties shall agree in writing on the nature and scope of such services as well as the fees and charges payable to UNIVERS for performance of such additional services. All reasonable and customary out-of-pocket expenses associated with the performance of the additional services are separate and will be billed at cost. Additional maintenance, if any, associated with such additional services will be charged separately.

(b) UNIVERS shall bill Client on a monthly basis for service fees or costs attributable to additional services performed during the preceding month pursuant to this section. Client shall pay UNIVERS the amount billed in accordance with the Florida Prompt Payment Act. If UNIVERS does not receive such payment within such time, this Agreement will automatically terminate as provided in Section 11 ("Termination") below.

5. Authority and Agency Relationship.

(a) UNIVERS, in performing its obligations under this Agreement, is acting only as agent of Client. Nothing in this Agreement is intended to nor shall be construed to create an employment relationship, a partnership, or joint venture between UNIVERS and Client. The parties hereby acknowledge the status of UNIVERS as independent contractor with respect to Client.

b) Neither UNIVERS nor Client shall have any power or authority to act for or on behalf of the other, except as herein expressly granted; and no other or greater power or authority shall be implied by the grant or denial of power or authority specifically mentioned herein.

6. Confidentiality.

(a) Generally. UNIVERS and Client each will hold the other party's Confidential Information (as defined below) in confidence and will safeguard it as provided herein. The party receiving Confidential Information will not, directly or indirectly, report, publish, distribute, disclose, or otherwise disseminate the Confidential Information or any portion thereof, to any non-affiliated third party, and will not use the Confidential Information, or any portion thereof, for the benefit of itself or any non-affiliated third party, or for any purpose, except only as necessary to perform its duties and exercise its rights pursuant to this Agreement, or as expressly authorized in writing by the party who owns such Confidential Information. UNIVERS may use Confidential Information concerning individuals and their dependents for its own data compilations and reports, including without limitation statistical reports, cost containment analyses and other studies provided that any such use shall not identify any individual or dependent.

(b) Definition. "Confidential Information" shall mean: (a) information regarding parties, or such party's affiliates, financial conditions, information systems, business operations, plans and strategies, Clients and prospective Clients, and marketing and distribution plans, methods and techniques; (b) information that is marked "confidential," "proprietary" or in like words, or that is summarized in writing as being confidential prior to or promptly after disclosure to the other party; and (c) any and all personal, nonpublic information of Client employees and/or their dependents which Client may provide UNIVERS or which UNIVERS may obtain as a result of performing services under this Agreement; and (d) without limitation or further identification, (i) proprietary or trade secret information relating to the discloser's technology, products, benchmarks, marketing, business policies, practices, or authorized individuals, (ii) information obtained by the discloser from third-parties to whom the discloser is obligated to maintain confidentiality, or (iii) information regulated by state or federal law concerning disclosure or use.

Information is not considered Confidential Information if it (a) is or becomes generally available to the public other than as a result of disclosure by the recipient; (b) was available to or already known by the recipient, to the best of the recipient's knowledge, on a non-confidential basis prior to its receipt from the party claiming confidentiality; (c) is developed by the recipient independently of any information or data acquired from the party claiming confidentiality; (d) is disclosed pursuant to a court order or the requirement of any government authority; or (e) becomes available to the recipient, to the best of the recipient's knowledge, on a non-confidential basis independently of the party claiming confidentiality.

Nothing in this Section shall be construed to prevent Client from providing disclosures which may be required pursuant to any record request made pursuant to any Florida Public Records or Sunshine Statutes.

(c) Privacy of Insurance Information. To the extent either party discloses nonpublic personal information about any individual to the other party, the parties agree that neither party will disclose or use the information other than to carry out the purposes for which the information was originally disclosed. In addition, the parties agree to comply with all federal and/or state laws and regulations applicable to the disclosure of nonpublic personal information.

(d) HIPAA. To the extent applicable, the parties agree to comply with requirements of the Health Insurance Portability and Accountability Act and the regulations promulgated there under now or hereafter ("HIPAA"), which may require execution of the Business Associate Agreement substantially as set forth in the Business Associate Agreement Schedule, attached hereto and made a part hereof.

7. Ownership.

UNIVERS owns the whole or parts of any electronic services provided under this Agreement. Nothing in this Agreement shall transfer to Client or otherwise affect such ownership and title to the electronic services and any software or manuals associated therewith, and any copy thereof, remains in UNIVERS. Services materials, utilities, benchmarks and diagnostics (not included in the agreement) and associated media used by UNIVERS personnel or UNIVERS's authorized representatives shall remain the exclusive property of UNIVERS. Client acknowledges that all Work Product (as defined below) is and shall from the time of creation and thereafter be the sole and exclusive property of UNIVERS, as the case may be. For the purposes of this section, Work Product means all inventions, improvements, works of authorship, and other work product of any kind that UNIVERS and its employees may make, conceive, develop or reduce to practice, in the course of performing services under this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.

8. Entire Agreement.

The terms and conditions specified in the Clients Request for Proposal #11-BA-106 along with this Agreement and any schedules, exhibits or attachments hereto, constitutes the entire understanding of the parties relating to the duties undertaken by the parties herein and supersedes any and all prior or contemporaneous agreement, understanding, negotiation or warranty or representation between the parties in connections with the subject matter of this Agreement.

9. Modification of Agreement.

No modification of or amendment to this Agreement shall be valid unless executed in writing and signed by an authorized representative of each party.

10. Material Change.

In the event that material changes in any applicable federal, state, or local laws or regulations relating to the Plan(s), or the duties performed under this Agreement, would have a material effect upon a party's performance under this Agreement, the party may change its procedure to comply

with the applicable federal, state, or local laws or regulations and notify the other party of the change in procedure and any related adjustment of fees or charges.

11. Indemnification.

UNIVERS agrees to indemnify and hold Client harmless from any and all liability, loss, damage, fine, penalty, or cost (including expenses and excluding attorneys fees) sustained by Client which is the result of or arises out of the negligence of UNIVERS or its employees occurring in connection with this Agreement, unless such liability, loss, damage, fine, penalty or cost is the result of or arises out of the wrongful conduct or fault of Client or an action taken by UNIVERS at the direction of Client. Client agrees to indemnify and hold UNIVERS harmless from any and all liability, loss, damage, fine, penalty or cost (including expenses and excluding attorneys fees) sustained by UNIVERS which is the result of or arises out of the negligent or intentional acts or conduct of Client or its employees occurring in connection with this Agreement or the Plan(s), unless such liability, loss, damage, fine, penalty or cost is the result of or arises out of the wrongful conduct or fault of UNIVERS or its employees.

Nothing in this Section shall be construed to increase the dollar limit of Client's liability beyond that set forth in Florida Statutes 768.28 or to require Client to indemnify UNIVERS for any acts other than the negligent or intentional acts of Client or its employees.

12. Termination.

The parties may not terminate this Agreement except as follows:

(a) Client's Right to Terminate. Client may terminate this Agreement for any reason upon ninety (90) days prior written notice to UNIVERS.

(b) UNIVERS's Right to Terminate. UNIVERS may terminate this Agreement for any reason upon ninety (90) days prior written notice to Client.

(c) Termination for Material Breach. Either party will have the right to terminate this Agreement for breach of any material term or condition of this Agreement and failure to cure such breach within thirty (30) days after written notice.

(d) Automatic Termination. If any portion of the service fees due under this Agreement are not paid within the time period indicated in Section 3 ("Fees and Charges") or Section 4 ("Additional Services") this Agreement will automatically terminate without notice from UNIVERS at the end of the applicable period for payment of such service fees.

(e) Obligations Upon Termination. In the event of termination, UNIVERS shall immediately cease to provide the services it is otherwise obligated to provide under this Agreement.

Client will immediately return or destroy (and cause the Client Accounts to immediately return or destroy) the Documentation and Confidential Information, and all portions and copies thereof, as

directed by UNIVERS and, if requested by UNIVERS, will certify in writing as to compliance with the terms of this Section.

Client shall have access to Client's information in the Internet-based service system for ten (10) business days, solely for the purpose of downloading such information. After such time, Client shall no longer have access to the Internet-based service system or any information it contains and UNIVERS may remove Client's information from its system.

Termination shall not relieve Client from paying all undisputed fees and expenses accruing prior to termination.

(f) Provisions Surviving Termination. Termination of this Agreement shall not discharge any obligations owed by UNIVERS or Client under Section 6 ("Confidentiality"), Section 7 ("Ownership") and Section 11 ("Indemnification"), nor shall it discharge Client's obligation to pay UNIVERS any amounts due on termination.

13. Laws Governing Contract.

This Agreement is governed by, and construed in accordance with, the laws of the State of Florida without giving effect to its laws, rules or principles governing conflicts of laws. The parties agree that venue for any litigation between the parties arising out of this Agreement shall be in the state or federal court system of Clay County, Florida.

14.

Notice. Any notices required or provided for by the terms of this Agreement shall be in writing and shall be sent by regular United States mail or air express to the addresses below:

If to Client:

School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, FL 32043
Attn: Sheila Gann (copied to Nancy Racine at same address)

If to UNIVERS:

UNIVERS Workplace Solutions
897 12th Street
Hammonton, NJ 08037
Attention: Katrina Moriarty, SVP Operations

Each party shall have the right, at any time, to change its respective address for notice purposes. If a party elects to change its address, it must provide at least fifteen (15) days written notice of its intent to change addresses, and it must simultaneously provide the new address to which subsequent notices should be sent.

15. Waiver.

Forbearance or waiver of a breach of any provision of this Agreement shall not be construed as nor constitute a waiver of any subsequent breach of such provision, nor shall it be construed as or constitute a waiver of breach of any other provision of this Agreement.

16. Severability.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof and, to that extent, the provisions of this Agreement shall be severable.

17. Force Majeure.

Except for the obligation to make payments, nonperformance of either party shall be excused to the extent the performance is rendered impossible by strike, fire, flood, terrorism or acts of terror, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing party.

18. Headings and Captions.

The headings and captions appearing herein are for convenience only and are not intended to and shall not affect the substantive provisions of this Agreement.

19. Counterparts.

This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute the same and whole instrument.

Signature Page Follows

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, by and through their representative's thereunto duly authorized, on the date or dates indicated with the signatures below.

School Board of Clay County, Florida

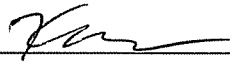
By: _____

Name: _____
(Please Print)

Title: _____

Date: _____

UNIVERS Workplace Solutions

By:  _____

Name: Katrina Moriarty
(Please Print)

Title: SVP, Operations

Date: 11/14/13

**Attachment A - Service Schedule
Internet Administrative Services**

UNIVERS's Responsibilities

In accordance with all the terms and provisions of the Agreement, the parties agree that UNIVERS shall perform the following administrative services and functions on behalf of Client.

1. Internet Administrative Services. UNIVERS will provide Client with Internet-based administrative service, with availability as stated below, that will enable:

- (a) Individuals to access information about the benefit plan(s) available.
- (b) Individuals to enroll in products and options for which they are eligible, including providing dependent and beneficiary related information.
- (c) Administrators to provide support to eligible individuals and perform necessary reporting and analysis.
- (d) Electronic transmittal of enrollment information to other systems requiring this information.

2. Authorized Access. Client shall identify the individuals that are to have access to the Internet-based UNIVERS system. Data pertaining to these individuals will be provided by Client via electronic transactions files or it will be manually entered directly into the system by Client. Access authorization will be provided by:

- (a) UNIVERS, via the issuance of a unique User Name and Password for each individual identified by Client of login to the system; or
- (b) Client, via the issuance of a unique Employee Identification Number (EID) and Password for additional individuals manually entered directly into the system.

UNIVERS provides the System for access by Client (Covered Entity) only. Any disclosure of information to any third party (i.e. a party other than Client) via the System by Client (directly or indirectly) shall be a use/disclosure by Client and not a use/disclosure by UNIVERS. Such disclosure shall not be subject to this Agreement or the Business Associate Agreement between the parties.

3. Client Support Services. During normal business hours in Eastern Standard Time (EST), UNIVERS will use commercially reasonable efforts to provide technical assistance to any telephone request by the designated Client contacts.

4. Service Availability. Service availability means an individual or administrator's ability to access the UNIVERS online system. Availability is calculated at ninety-five (95) percent uptime of the number of hours in a given calendar month, excluding hours encompassing the following: (a) scheduled maintenance windows, (b) reasons of Force Majeure, (c) issues associated with Client or another provider's servers, databases, telephone service, local or wide area network or Internet connections, (d) use of unapproved or modified systems, or (e) issues arising from noncompliance with the acceptable use provisions set forth in the Agreement.

5. Eligibility Service. Client shall make and be solely liable for all determinations as to an individual's eligibility for coverage provided by Client under the Plan(s). UNIVERS shall provide eligibility services that assist Client in making these determinations, including without limitation making recommendations to Client as to such eligibility, in accordance with all instructions and information provided by Client, including, but not limited to, information regarding each individual's eligibility class. Client realizes that all of its Plan(s) defined rules, including eligibility and pricing rules, may not be supported by the UNIVERS online system; for any such occurrences Client will accept agreed upon alternatives, if the alternatives to the UNIVERS online system to support Client benefits program is not acceptable to Client, Client may terminate the Agreement or this Service Schedule.

Client Responsibilities

1. General. In accordance with all the terms and provisions of the Agreement, the parties agree that Client shall perform all the usual and ordinary functions, and meet all of its obligations in connection with the administration of the Plan(s), including those functions and obligations required by state and/or federal law (including, as applicable, ERISA).

2. Acceptable Use. Client is responsible for continual compliance with this section and is prohibited from violating, or attempting to violate, the security of the Internet-based service system. Any violations may result in criminal and civil liabilities. UNIVERS will investigate any alleged violations, including without limitation, the following: (i) intentionally accessing data not intended for Client's use, (ii) logging into a server or account for which the Client is not authorized, (iii) attempting to probe, scan or test the vulnerability of the Internet-based service system, (iv) attempting to breach security or authentication measures without proper authorization, (v) attempting to interfere with the services being provided, or (vii), taking any action in order to obtain services to which the Client is not entitled. Client may not use the Internet-based service system to create, transmit, distribute, or store material that: (i) violated a trademark, copyright, trade secret or other intellectual property rights of others, (ii) violated the privacy, publicity or other personal rights of others (iii) impairs the privacy of communications, (iv) assists or permits any persons in engaging in any of the activities described above. If Client becomes aware of any such activities, Client shall immediately notify UNIVERS and take all other appropriate actions to cause such activities promptly to cease.

General Responsibilities

Except as provided above, the parties shall have the following responsibilities with respect to the administration of the Plan(s).

Administration	Univers	Client
Internet Administration Services	®	
- Provide a Web-site setup, including on site user training, to support Client's enrollment and Administration services and daily activities as mutually agreed upon	®	
- Develop capabilities to receive and transmit agreed upon data with Client	®	
- Develop capabilities to transmit and receive agreed upon data with UNIVERS		®
- Provided defined data to UNIVERS on agreed upon schedule(s)		®
- Receive defined data from UNIVERS on agreed upon schedule (s) and process appropriately		®
- Perform agreed upon administrative activities via the Web-site provided by UNIVERS		®

Service	Fees
Initial One-Time Set-up Fee per Employee Record loaded to the internet based service system	N/A
Ongoing Per Employee Per Month (PEPM) rate as of 01/01/2014. Per Employee counts for monthly billing purposes are determined by UNIVERS based on Employee Records retained in the internet based service system as of the end of the last business day of the month preceding billing month	\$1.75
Dependent Eligibility Verification functionality available within the internet-based service system	WAIVED
Rate Guarantee Period (01/01/2014 – 12/31/2016) Thereafter, Ongoing PEPM fees are subject to change upon (90) days written notice to Client, on each annual anniversary date, not to exceed a ten (10) percent increase beginning in year four (4)	3 Years

Attachment B – Service Level Agreement

Service Level	Definition	Measurement	Timeframe	Fees At Risk
System Functionality	System is 100% functional 98% of the time outside of the Sunday 12am to 10am maintenance window or any other mutually agreed upon system shut down	EE/Client reported user experience as well as Univeris reported downtime of employee interface tracked and reported monthly	Ongoing	1% of fees
Automated Deliverables – Export Timeliness – Payroll File	Export files must be placed on FTP server at agreed upon specific date/time	Tracked by Client Manager and reported monthly	Ongoing	1% of fees
Automated Deliverables – Export Accuracy – Payroll File	Payroll file executed with 99% accuracy	Reported issues tracked by Client Manager and reported monthly	Ongoing	1% of fees
Automated Deliverables – Export Timeliness – Carrier Files	Export files must be placed on FTP server at agreed upon specific date/time for each carrier	Tracked by Client Manager and reported monthly	Ongoing	1% of fees
Automated Deliverables – Export Accuracy – Carrier Files	Carrier files executed with 99% accuracy	Reported issues tracked by Client Manager and reported monthly	Ongoing	1% of fees
Client Service	All client and employee inquiries responded to within one business day	Tracked by Client Manager and reported monthly	Ongoing	1% of fees
Client Service	Completion of Reconciliation and Discrepancy reporting on a weekly basis	Reported issues tracked by Client Manager and reported monthly	Ongoing	1% of fees
Total				7% of fees

A scorecard will be delivered to the client on the 15th of the month or the first business day following. In the event Unifers is noncompliant with the above Performance Standards, Unifers shall have fourteen (14) business days to correct its noncompliance. If Unifers is unable to comply with material terms of the Performance Standards within the first fourteen (14) days, Unifers will be liable for Financial Penalties as stated above to a maximum of \$20,000 annually.

Financial penalties shall be assessed monthly and credited on the following month's invoice. If Unifers is unable to comply within the twenty-eight (28) day period, the Service Agreement may be terminated at the client's request.

Unifers will not be liable for the monetary guarantee in the event that SDCC fails to provide Unifers requested information, in a timely fashion, which results in Unifers failing to provide a service or missing a deadline.

UNIVERS BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into between The School Board of Clay County, Florida health plan(s) (the “Covered Entity”) and Custom Benefit Programs, Inc. D/B/A Univers Workplace Solutions (“Univers”).

Whereas, UNIVERS has been retained by the Covered Entity as its insurance broker and will perform certain services on behalf of the Covered Entity, in its capacity as a broker, consultant, or other service provider with respect to activities of the Covered Entity as a “group health plan” as defined in 45 C.F.R. § 160.103.

Whereas, in connection with the provision of such services by UNIVERS, the Covered Entity may disclose to UNIVERS certain Protected Health Information (as defined below), concerning the Covered Entity and its activities.

Whereas, UNIVERS and the Covered Entity desire to enter into a business associate agreement for the purpose of addressing the Privacy Rule, the Security Rule, and the Electronic Transaction Rule, (as those terms are defined below), for addressing the privacy and security provisions set forth in the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), contained in Title XIII, Subtitle D, of the American Recovery and Reinvestment Act of 2009, and for making appropriate updates in accordance with final regulations issued in January 2013.

Therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, UNIVERS and the Covered Entity agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. “*Agreement*” shall mean this document, including all exhibits, attachments, and properly executed amendments and addendums.
- 1.2. “*Breach*” shall have the same meaning as the term “breach” in 45 C.F.R. § 164.402.
- 1.3. “*Electronic Health Record*” shall have the same meaning as the term “electronic health record” in § 13400(5) of the American Recovery and Reinvestment Act of 2009.

- 1.4 *"Electronic Protected Health Information"* shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.
- 1.5 *"Electronic Transaction Rule"* shall mean the final regulations issued by the U.S. Department of Health and Human Services concerning standard transactions and code sets under 45 C.F.R. Parts 160 and 162.
- 1.6 *"Individual"* shall mean the person who is the subject of the Protected Health Information or a person who qualifies as the personal representative of the individual in accordance with 45 C.F.R. § 164.502(g).
- 1.7 *"Privacy Rule"* shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- 1.8 *"Protected Health Information"* shall mean any information, including genetic information, that: (a) relates to the past, present, or future physical or mental health or condition of an Individual; (b) the provision of health care to an Individual; (c) or the past, present, or future payment for the provision of health care to an Individual; and that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.
- 1.9 *"Required By Law"* shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- 1.10 *"Secretary"* shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom authority has been delegated.
- 1.11 *"Security Incident"* shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- 1.12 *"Security Rule"* shall mean the Security Standards and Implementation Specifications at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- 1.13 *"Transaction"* shall have the same meaning as the term "transaction" in 45 C.F.R. § 160.103.
- 1.14 *"Unsecured Protected Health Information"* shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

ARTICLE 2. SAFEGUARDING PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

- 2.1 Permitted Uses and Disclosures. UNIVERS hereby agrees that it shall be prohibited from using or disclosing Protected Health Information provided or made available by the Covered Entity (or another business associate of the Covered Entity) for any purpose other than as expressly permitted or required by this Agreement.
- a. **Functions and Activities on Covered Entity's Behalf.** Except as otherwise set forth in this Agreement, the parties hereby agree that UNIVERS shall be permitted to use and/or disclose Protected Health Information provided or made available by the Covered Entity (or another business associate of the Covered Entity) only for the purpose of conducting the transactions contemplated under this Agreement and only for purposes within the scope of UNIVERS's representation of the Covered Entity.
 - b. **Business Operations.** UNIVERS is permitted to use and/or disclose Protected Health Information if necessary for the proper management and administration of UNIVERS's representation of the Covered Entity, or to carry out any legal responsibilities of UNIVERS, provided that, with respect to any disclosure of Protected Health Information, either:
 - (1) the disclosure is Required By Law; or
 - (2) UNIVERS obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that: (a) the Protected Health Information will be held in confidence and used or further disclosed only as for the purposes for which UNIVERS disclosed the Protected Health Information to the person or as Required by Law; (b) the person will use appropriate safeguards to prevent use or disclosure of the Protected Health Information; and (c) the person immediately notifies UNIVERS of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.
 - c. **Data Aggregation Services.** UNIVERS is permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 C.F.R. § 164.501, relating to health care operations of the Covered Entity.
 - d. **Minimum Necessary.** UNIVERS will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the

use, disclosure or request, except that UNIVERS will not be obligated to comply with this minimum-necessary limitation if neither UNIVERS nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary. UNIVERS and Covered Entity acknowledge that the phrase “minimum necessary” shall be interpreted in accordance with the HITECH Act and HHS guidance.

2.2 Information Safeguards.

- a. **Privacy of Covered Entity’s Protected Health Information.** UNIVERS will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity’s Protected Health Information. The safeguards must reasonably protect Covered Entity’s Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.
- b. **Security of Covered Entity’s Electronic Protected Health Information.** UNIVERS will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that UNIVERS creates, receives, maintains, or transmits on Covered Entity’s behalf as required by the Security Rule.

2.3 Subcontractors and Agents. UNIVERS will require any of its subcontractors and agents to which UNIVERS is permitted by this Agreement, or in writing by Covered Entity, to disclose Covered Entity’s Protected Health Information and/or Electronic Protected Health Information, to provide satisfactory assurances through a written agreement that meets the applicable requirements of 45 C.F.R. § 164.504(e) that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Covered Entity’s Protected Health Information and/or Electronic Protected Health Information that are applicable to UNIVERS under this Agreement.

2.4 Prohibition on Sale of Records. UNIVERS shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Covered Entity or UNIVERS obtains from the Individual, in accordance with 45 C.F.R. § 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Individual, except as otherwise allowed under the HITECH Act.

- 2.5 Penalties For Noncompliance. UNIVERS acknowledges that it is subject to civil and criminal enforcement for failure to comply with the Privacy Rule and Security Rule, as amended by the HITECH Act.

ARTICLE 3. COMPLIANCE WITH ELECTRONIC TRANSACTION RULE

If UNIVERS conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, UNIVERS will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transaction Rule. UNIVERS shall also comply with the National Provider Identifier requirements, if and to the extent applicable.

ARTICLE 4. INDIVIDUAL RIGHTS

- 4.1 Access. UNIVERS will make available to Covered Entity or, at Covered Entity's direction, to an Individual (or the Individual's personal representative) for inspection and obtaining copies Covered Entity's Protected Health Information about the Individual that is in UNIVERS's custody or control, so that Covered Entity may meet its access obligations under 45 C.F.R.

§ 164.524. If the Protected Health Information is held in an Electronic Health Record, then the Individual shall have a right to obtain from UNIVERS a copy of such information in an electronic format. UNIVERS shall provide such a copy to Covered Entity or, alternatively, to the Individual directly, if such alternative choice is clearly, conspicuously, and specifically made by the Individual or Covered Entity.

- 4.2 Amendment. UNIVERS will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of Covered Entity's Protected Health Information, so that Covered Entity may meet its amendment obligations under 45 C.F.R. § 164.526.

- 4.3 Disclosure Accounting. To allow Covered Entity to meet its disclosure accounting obligations under 45 C.F.R. § 164.528:

- a. **Disclosures Subject to Accounting.** UNIVERS will record the information specified below ("Disclosure Information") for each disclosure of Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified below, that UNIVERS makes to Covered Entity or to a third party.
- b. **Disclosures Not Subject to Accounting.** UNIVERS will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity's Protected Health Information if Covered Entity need not account for such disclosures.

- c. **Disclosure Information.** With respect to any disclosure by UNIVERS of Covered Entity's Protected Health Information that is not excepted from disclosure accounting, UNIVERS will record the following Disclosure Information as applicable to the type of accountable disclosure made:
- (1) **Disclosure Information Generally.** Except for repetitive disclosures of Covered Entity's Protected Health Information as specified below, the Disclosure Information that UNIVERS must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which UNIVERS made the disclosure, (iii) a brief description of Covered Entity's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.
 - (2) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Covered Entity's Protected Health Information that UNIVERS makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that UNIVERS must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.
- d. **Availability of Disclosure Information.** UNIVERS will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates (3 years for disclosures related to an Electronic Health Record, starting with the date specified by HHS). UNIVERS will make the Disclosure Information available to Covered Entity within 15 calendar days following Covered Entity's request for such Disclosure Information to comply with an Individual's request for disclosure accounting. With respect to disclosures related to an Electronic Health Record, UNIVERS shall provide the accounting directly to an Individual making such a disclosure request, if a direct response is requested by the Individual.

- 4.4 **Restriction Agreements and Confidential Communications.** UNIVERS will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about Covered Entity's Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that Covered Entity notifies UNIVERS in writing of the restriction or confidential communication obligations that UNIVERS must follow. Covered

Entity will promptly notify UNIVERS in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct UNIVERS whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. UNIVERS will comply with any restriction request if: (i) except as otherwise Required by Law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

ARTICLE 5. BREACHES

5.1 Privacy or Security Breach. UNIVERS will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this Agreement along with any Breach of Covered Entity's Unsecured Protected Health Information. UNIVERS will treat the Breach as being discovered in accordance with 45 CFR §164.410. UNIVERS will make the report to the Covered Entity not more than 15 calendar days after UNIVERS learns of such non-permitted use or disclosure. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, UNIVERS may delay notifying Covered Entity for the applicable time period. UNIVERS's report will at least:

- a. Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
- b. Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual basis;
- c. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
- d. Identify what corrective or investigational action UNIVERS took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;
- e. Identify what steps the Individuals who were subject to a Breach should take to protect themselves;

f. Provide such other information, including a written report, as Covered Entity may reasonably request.

5.2 **Security Incidents.** UNIVERS will report to Covered Entity any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which UNIVERS becomes aware. UNIVERS will make this report once per month, except if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Covered Entity's Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth in Section 5.1.

ARTICLE 6. TERM AND TERMINATION

6.1 **Term.** This Agreement shall be effective on the date that UNIVERS's services to the Covered Entity commence and shall terminate when all Protected Health Information provided by Covered Entity to UNIVERS, or created or received by UNIVERS on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

6.2 **Right to Terminate for Cause.** Covered Entity may terminate Agreement if it determines, in its sole discretion, that UNIVERS has breached any provision of this Agreement, and upon written notice to UNIVERS of the Breach, UNIVERS fails to cure the Breach within 30 calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination.

6.3 **Return or Destruction of Covered Entity's Protected Health Information.**

Upon termination of this Agreement for any reason, UNIVERS, with respect to Protected Health Information received from the Covered Entity, or created, maintained, or received by UNIVERS on behalf of Covered Entity, shall:

1. retain only that Protected Health Information which is necessary for UNIVERS to continue its proper management and administration or to carry out its legal responsibilities;
2. return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that UNIVERS still maintains in any form;
3. continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this section, for as long as UNIVERS retains the Protected Health Information;

4. not use or disclose the Protected Health Information retained by UNIVERS other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 2.1(b) which applied prior to termination; and
5. return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by UNIVERS when it is no longer needed by UNIVERS for its proper management and administration or to carry out its legal responsibilities.

Upon Covered Entity's direction, UNIVERS will transmit the Protected Health Information to another business associate of the Covered Entity at termination, and/or could add terms regarding UNIVERS's obligations to obtain or ensure the destruction of Protected Health Information created, received, or maintained by subcontractors.

- 6.4 Continuing Privacy and Security Obligation. If return or destruction of the Protected Health Information is not feasible, UNIVERS agrees to extend the protections of this Agreement for as long as necessary to protect the Protected Health Information and to limit any further use or disclosure so as to be consistent with the intent of this Agreement.

ARTICLE 7. GENERAL PROVISIONS

- 7.1 Access to Books and Records. UNIVERS hereby agrees to make its internal practices, books and records relating to the use, disclosure, and safeguards for Protected Health Information received from, or created or received by UNIVERS on behalf of the Covered Entity, available to the Secretary or the Secretary's designee for purposes of determining compliance with the Privacy Rule and/or the Security Rule.
- 7.2 Mitigation Procedures. UNIVERS agrees to have procedures in place for mitigating, to the extent practicable, any deleterious effect from the use or disclosure of Protected Health Information received from, or created or received by UNIVERS on behalf of the Covered Entity, in a manner contrary to this Agreement or the Privacy Rule.
- 7.3 Amendment to Agreement. Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS that affects UNIVERS or Covered Entity's obligations under this Agreement, this Agreement will be automatically amended such that the obligations imposed on UNIVERS or Covered Entity remain in compliance with the final regulation or amendment to final regulation.
- 7.4 Choice of Law. Except to the extent superseded by the federal law, this Agreement shall be governed by the law of the State of Florida; provided, however, that for the purposes of privacy rights of Individuals, the law of the state in which the Individual resided during the event(s) giving rise to the need to determine the rights under this Agreement shall apply.

- 7.5 Disputes. Any controversy or claim arising out of or relating to the Agreement will be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”).
- 7.6 Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by UNIVERS or any agent, contractor, or third party that received Protected Health Information from UNIVERS.
- 7.7 Notices. Whenever under this Agreement one party is required to give notice to the other, such notice shall be deemed given if mailed by First Class United States mail, postage prepaid, and addressed as follows:

If to Client:

School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, FL 32043
Attn: Sheila Gann (copied to Nancy Racine at same address)

If to UNIVERS:

UNIVERS Workplace Solutions
897 12th Street
Hammonton, NJ 08037
Attention: Katrina Moriarty, SVP Operations

- 7.8 Binding Nature and Assignment. This Agreement shall be binding on UNIVERS and the Covered Entity and their successors and assigns, but neither UNIVERS nor the Covered Entity may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
- 7.9 Headings. The headings in this Agreement are for reference and convenience only, and shall not enter into the interpretation of this Agreement.
- 7.10 Force Majeure. UNIVERS shall be excused from performance under this Agreement for any period UNIVERS is prevented from performing any services pursuant hereto, in whole or in part, as a result of an act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, and such non-performance shall not be grounds for termination.

- 7.11 Attorney's Fees. Except as otherwise specified in this Agreement, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this Agreement, each party shall bear their own legal expenses and the other costs incurred in that action or proceeding.
- 7.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties and shall replace any previous business associate agreement between the parties. There are no understandings or agreements relating to this Agreement which are not fully expressed in this Agreement and no change, waiver, or discharge of any obligation(s) arising under this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

IN WITNESS WHEREOF, UNIVERS and the Covered Entity have caused this Agreement to be signed and delivered by their duly authorized representatives as of the date set forth above.

School Board of Clay County, Florida

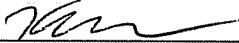
By: _____

Name: _____
(Please Print)

Title: _____

Date: _____

UNIVERS Workplace Solutions

By:  _____

Name: Katrina Moriarty
(Please Print)

Title: SVP, Operations

Date: 11/14/13