

## CONFIDENTIALITY AGREEMENT

In consideration of the mutual promises contained in this Confidentiality Agreement (the "Agreement"), Liberty Life Assurance Company of Boston (hereinafter called "Liberty") enters into this Agreement with School Board of Clay County in its capacity as Plan Sponsor and Plan Administrator (hereinafter called "Company"), and Unvers Workplace Solutions, 3650 Mansell Road, Suite 100, Alpharetta, GA 30022 (hereinafter called "Vendor"), for Liberty to provide certain confidential information to Vendor, solely for purposes of Vendor providing services to Company and the Plan, subject to the following terms and conditions. Company represents and warrants that it has established and maintains a Fully Insured Long Term Disability Plan, a Fully Insured Short Term Disability Plan and a Group Life Plan for the benefit of eligible Company employees (the "Plan").

1. Company represents and warrants that Company has purchased the following Group Insurance Policies from Liberty,
  - a. FI Short Term Disability Policy No. GD3-850-291123-01 (the "Policy")
  - b. FI Long Term Disability Policy No. GF3-850-291123-01
  - c. Group Life Policy No. SA3-850-291123-01
2. Company represents and warrants that Company has retained Vendor to perform a review of copies of Evidence of Insurability reports to manage benefit election services for Company (hereinafter called "Services").
3. Company represents and warrants that Vendor is acting on behalf of Company for the sole purpose of receiving certain confidential information from Liberty in connection with the administration of the Plan, and that, in order to provide the Services more efficiently, Vendor requires certain Plan evidence of insurability information.
4. The confidential information to be disclosed by Liberty to Vendor under this Agreement shall consist solely of monthly evidence of insurability information, as set forth on Exhibit A attached to this Agreement. All such information released by Liberty to Vendor under this Agreement shall be referred to as "Employee Confidential Information."
5. Company hereby requests that, and authorizes, Liberty to release Employee Confidential Information directly to Vendor for the sole purpose of performing the Services. Liberty hereby agrees to release Employee Confidential Information in accordance with the terms of this Agreement. Notwithstanding the foregoing, Liberty may, in its sole and absolute discretion, but with immediate notice to Company and Vendor, cease to release to Vendor Employee Confidential Information if it determines that the transmission of such information would cause Liberty to violate any federal, state or local data privacy or security law or any other law regulating the transfer to a third-party vendor of non-public personally identifiable information.
6. Vendor shall use Employee Confidential Information disclosed to it by Liberty solely for purposes of performing Services for Company. Vendor may use and/or disclose Employee Confidential Information only in the manner and to the extent explicitly authorized by law, including but not limited to all applicable federal laws, local and state laws and regulations, including but not limited to the Gramm Leach-Bliley Act of 1999 and laws governing the disclosure of medical records, employment records and non-public personally identifiable information.

7. Company shall indemnify, defend and hold harmless Liberty and its successors, assigns, parents, subsidiaries, affiliates, and their officers, directors, employees, agents, representatives and attorneys, past and present (collectively "Liberty Parties") from and against any and all liability, injury, loss, cost, or expense imposed upon or asserted against Liberty Parties in any way arising from or relating to (1) Liberty's disclosure of Employee Confidential Information to Vendor pursuant to and not in breach/violation of the terms of this Agreement and/or all applicable laws, unless such harm or loss arises as a result of Liberty's negligence, willful misconduct, or bad faith, (2) Company's illegal or unauthorized use or disclosure of Employee Confidential Information, (3) Company's violation of any confidentiality law (federal or state or local) in the possession or use of Employee Confidential Information, and/or (4) Company's breach of this Agreement, including but not limited to its representations, warranties and covenants. Indemnification shall include all legal and related costs including reasonable attorneys' fees, judgments, awards and settlement or compromise costs incurred by Liberty Parties. Nothing herein shall be interpreted to require Company to indemnify Liberty for any liability, injury, loss, cost or expense other than those arising from the negligence or willful misconduct of Company or their Employees.
8. Vendor shall indemnify, defend and hold harmless Liberty and its successors, assigns, parents, subsidiaries, affiliates, and their officers, directors, employees, agents, representatives and attorneys, past and present ("Liberty Parties") from and against any and all liability, injury, loss, cost, or expense imposed upon or asserted against Liberty Parties in any way arising from or relating to (1) Vendor's illegal or unauthorized use or disclosure of Employee Confidential Information, (2) Vendor's violation of any confidentiality law (federal or state or local) in the possession or use of Employee Confidential Information, and/or (3) Vendor's breach of this Agreement, including but not limited to its representations, warranties and covenants. Indemnification shall include all legal and related costs including reasonable attorneys' fees, judgments, awards and settlement or compromise costs incurred by Liberty Parties.
9. Company and Vendor may disclose Employee Confidential Information if required to do so under any federal, state, or local law, statute, rule, regulation or other legal process; provided, however, that (i) Company and Vendor will, to the extent permitted by applicable law or regulation, provide Liberty with notice of any request to disclose Employee Confidential Information as soon as practicable; (ii) Company and Vendor, as applicable, shall disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (iii) except as otherwise permitted herein, in no event shall Company and Vendor, as applicable, disclose Employee Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure. Company and Vendor will promptly provide Liberty with notice of any disclosure of Employee Confidential Information made in a manner not provided for under the terms of this Agreement.
10. This Agreement and all rights and obligations hereunder, procedural and substantive, shall be governed by and interpreted in accordance with the laws of the State of Florida, without reference to any applicable conflict of law provisions thereof. Venue for any dispute shall lie in federal district court in Duval County, Florida or state courts in Clay County, Florida.
11. As to the subject matter contained herein, this Agreement constitutes the entire understanding of the parties to this Agreement and supersedes all prior agreements, whether oral or written. Except to the extent specifically set forth herein, however, nothing contained in this Agreement is intended to or shall revise or rescind any obligations of any of the parties set forth in any other agreement that may be in effect from time to time between any or all of the parties. This

Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Any changes, amendments or alterations shall not be effective unless mutually agreed upon in writing by authorized representatives of the parties.

12. A waiver of breach of this Agreement shall not be construed to be a continuing waiver for a similar breach. Such a waiver must be in writing and signed by authorized representatives of all parties to be effective.
13. Company shall provide written notice to Liberty as soon as possible, but in no event later than five (5) days, in the event that Vendor ceases to perform Services for Company.
14. The confidentiality and indemnity provisions of this Agreement shall continue in full force and effect three (3) years after Liberty no longer provides Employee Confidential Information under this Agreement and/or after this Agreement cancels, expires or otherwise terminates for any reason.
15. Facsimile or electronically scanned transmission of an executed copy of this Agreement or any amendments hereto shall be accepted as evidence of a party's execution of the Agreement or amendment. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

This Agreement has been executed in triplicate by the authorized representatives whose signatures appear below:

School Board of Clay County

Univers Workplace Solutions

By: <u>Nancy J. Racine</u>	By: _____
Title: <u>Director of Purchasing</u>	Title: _____
Date: <u>1/29/14</u>	Date: _____

Liberty Life Assurance Company of Boston

By: <u>Nancy Garden</u>	_____
Title: <u>SVP Group Underwriting</u>	_____
Date: <u>1/17/14</u>	_____

**EXHIBIT A**

**SSN (default is last four digits display), Employee Name, Coverage, Status, Status Reason, Location, Status Date, Determination Date, Information Request Date, Effective Date of Coverage**