

Ceridian Confidentiality Agreement

IMPORTANT - PLEASE REVIEW THE FOLLOWING OVERVIEW
OF CERIDIAN'S CONFIDENTIALITY AGREEMENT PRIOR TO COMPLETION

Q: *What is a Confidentiality Agreement?*

A: A Confidentiality Agreement needs to be completed ONLY IF an employer wants their employee benefits broker (or any 'third party' other than the employer's staff) to have full access to their Ceridian COBRA account and its information.

Q: *Why is a Confidentiality Agreement necessary for third party, account access?*

A: Ceridian's standard contractual commitment to its employer clients restricts Ceridian from releasing account information to *any* entity other than our employer clients. When desired, the Confidentiality Agreement gives an employer the flexibility to authorize Ceridian's release of account-sensitive information to its employee benefits broker or any other third party that likewise agrees to the access by signing the Confidentiality Agreement.

Ceridian Delegate Agreement

IMPORTANT - PLEASE REVIEW THE FOLLOWING OVERVIEW
OF CERIDIAN'S DELEGATE AGREEMENT PRIOR TO COMPLETION

Q: *What is a Delegate Agreement and how does it benefit the employer?*

A: A Delegate Agreement allows an employer's benefits broker (or other third party) to act in the employer's behalf as it relates to their Ceridian COBRA accounts. These actions might include directly engaging Ceridian to secure COBRA participant information to resolve a current benefits question, accessing account activity reports, triggering the delivery of COBRA notices, and so on.

INSTRUCTIONS

Please follow these steps; unless otherwise directed:

1. Print two originals from the attachment in the email of the Confidentiality of Ceridian Business Information and the Delegate Agreement (the following 3 pages).
2. Broker signs the Confidentiality of Ceridian Business Information.
3. Broker and Client sign the Delegate Agreement.
4. Send both signed originals of the signed Confidentiality of Ceridian Business Information and Delegate Agreement to:

James Trimble, Manager
Compliance
Ceridian Benefits Services, Inc.
3201 34th Street South, Bldg B-3
St Petersburg, FL 33711

5. Ceridian will then countersign and send a fully executed set to the broker. Broker will send a copy or original to Client.

Confidentiality of Ceridian Business Information

Willis of Florida, Inc.
3000 Bayport Drive,
Suite 300
Tampa, FL 33607

Ceridian Benefits Services, Inc. ("Ceridian") has an agreement to furnish Sumter County Board of County Commissioners ("**Client**") with certain services in connection with the continuation health care coverage provisions of COBRA and/or HIPAA. Ceridian understands that Client has retained **Willis of Florida, Inc.** ("**Broker**") to provide certain employee benefit administrative services that will or may require Broker to have access to Ceridian's forms, records, personnel and other information.

Broker and Ceridian acknowledge that the duties of the Client, Ceridian and the Broker are as follows:

- (a) The Client shall perform the duties specified in its agreement with Ceridian. From time to time the Client may transmit to the Broker forms, data, COBRA/HIPAA premiums and other related information ("Client Information");
- (b) The Broker shall be responsible for the receipt and timely and accurate transmission to Ceridian of such Client Information;
- (c) Ceridian shall perform the duties specified in its agreement with the Client. Ceridian shall receive and process the Client Information received from the Broker in accordance with the duties specified in the agreement with the Client.

This letter agreement is intended to ensure that Ceridian's information is used only for providing these services to Client (the "Services"). Accordingly, and in return for Ceridian's willingness to provide access to its personnel and information, the parties agree as follows:

1. All non-public information provided by Ceridian to Client or Broker, whether or not labeled as confidential, shall be deemed and treated as confidential and proprietary to Ceridian ("Confidential Information"). Confidential Information includes but is not limited to contracts, forms, data, procedures, methodologies, policies, practices, reports, programs, techniques, analyses, white papers, plans, manuals, billing, enrollment and payment allocation processes, performance standards, employee and staffing information, quality control information, pricing, costs and other financial data and also includes all analyses, compilations, studies or other documents, records or data prepared by Client or its employees or agents, which contain, summarize or otherwise are generated or developed from information obtained from Ceridian.
2. Broker shall permit access to Confidential Information only to those of its employees and agents who need such access to help provide the Services. Broker shall be responsible for any breach of this Agreement by its own employees, officers, directors and agents.
3. Broker shall use Confidential Information only in connection with the Services and shall not disclose the Confidential Information to any other third party without the prior written consent of Ceridian.
4. Broker shall use appropriate safeguards to prevent the use or disclosure of Confidential Information other than as provided for by this Agreement. Broker shall report to Ceridian any use or disclosure of Confidential Information or Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Broker shall report to Ceridian any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in any information system.

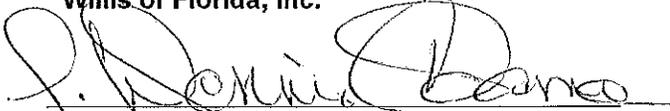
Confidentiality of Ceridian Business Information

5. Neither Broker nor or any of its affiliates, employees, officers, directors or agents will directly or indirectly, for themselves or on behalf of any other person or entity, hire any employee of Ceridian nor induce or attempt to induce any employee of Ceridian to leave his or her employment with Ceridian while the services are being provided by Ceridian to Client or for one year thereafter.
6. Broker acknowledges that the Confidential Information is highly confidential; and that the restrictions contained in this Agreement are reasonably necessary to protect the legitimate business interests of Ceridian. Any violation of such restrictions by Broker or its respective affiliates, employees, officers, directors or agents will result in irreparable injury to Ceridian and its business; and that money damages are not an adequate remedy for a breach of this Agreement. Consequently, Broker agrees that if it or any of its employees, officers, directors or agents breaches or threatens to breach any of the terms or provisions of this Agreement, Ceridian shall have the right, without the necessity for posting any bond or other security, in addition to any other rights or remedies available, at law or in equity, to obtain injunctive relief (including temporary, preliminary and/or permanent injunctive relief) against Broker or its employees, officers, directors or agents for such breach or threatened breach and to have the terms of this Agreement specifically enforced.
7. Broker agrees to indemnify and hold harmless Ceridian and its affiliates, employees, officers, directors and agents against any and all loss, damages, costs or other expenses (including, without limitation, reasonable attorneys' fees and costs) resulting from a breach or violation of any of the terms or provisions of this Agreement.
8. Confidential Information is and at all times will remain the sole and exclusive property of Ceridian. Upon the termination of Ceridian's work for Client, or at the request of Ceridian at any time, Broker shall promptly return to Ceridian all tangible embodiments of the Confidential Information including, for example, all writings, computer disks, microfilm, videotape, etc.
9. This letter agreement constitutes the entire agreement and understanding between the parties with respect to the disclosure and treatment of Confidential Information and supersedes all prior or contemporaneous agreements, understandings and communications, oral or written, between the parties and shall not be modified, except by written agreement executed by each of the parties hereto.
10. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

Please sign below if you are in agreement with these terms.

Willis of Florida, Inc.

Ceridian Benefits Services, Inc.



Signature

Signature

J. DENNIS ADAMS

Printed Name

Printed Name

E.V.P.

Title

Title

Date

Date

July 28, 2011

Delegate Agreement

THIS AGREEMENT is entered into between **Willis of Florida, Inc. ("Broker")**, located at **3000 Bayport Drive, Suite 300 Tampa, FL 33607**, and Sumter County Board of County Commissioners ("**Client**"), located at 7375 Powell Road Suite 219 Wildwood FL 34785, on their own behalf and on behalf of the group health plans sponsored or administered by Client (the "Plan(s)").

WHEREAS the Client is the Plan Administrator as defined in ERISA Section 3(16)(A) and desires to delegate its role as plan administrator to Willis of Florida, Inc ("**Broker**"), for certain duties. The Willis of Florida, Inc. ("**Broker**"), accepts the responsibility to perform such duties under the Group Health Plan Provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, 26 U.S.C. § 4980B, 29 U.S.C. § 1161 et seq., 42 U.S.C. § 300bb-1, et seq. ("**COBRA**"). Client maintains their duties and obligations for performance under the agreement with Ceridian. Ceridian shall consider the performance of the broker as if it were Client's performance.

NOW THEREFORE, in consideration of the premises set forth above, it is agreed that the Willis of Florida, Inc. ("**Broker**") by signing this agreement accepts and is liable for performing the duties of "the Company" as described in Ceridian Benefits Services, Inc. Service's Agreement, attached and incorporated herein.

IN WITNESS WHEREOF, Agent and Client have executed this Agreement on the day and year written below.

Accepted by Client:

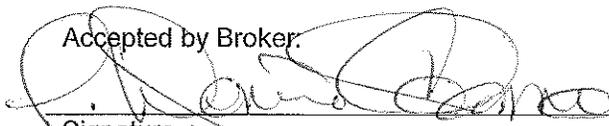
Signature

Printed Name

Title

Date

Accepted by Broker:



Signature

E.J.P.

Printed Name

E.J.P.

Title

8/2/11

Date