

ADMINISTRATIVE SERVICES AGREEMENT

between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE

and

SANTA ROSA COUNTY SCHOOL BOARD

This Administrative Services Agreement (hereinafter referred to as the "Agreement"), made this 1st day of January, 2015 is by and between Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue, a Florida corporation having its principal place of business at 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246 (hereinafter referred to as "Florida Blue") and Santa Rosa County School Board located at 5086 Canal Street, Milton, Florida 32570 (hereinafter referred to as the "Employer").

WHEREAS, the Employer has established and currently sponsors a self-insured Employee Welfare Benefit Plan, to provide certain benefits (attached hereto as Exhibit "A" and hereinafter called the "Group Health Plan") for covered group members and their covered dependents; and

WHEREAS, except as otherwise specifically provided herein, the Employer is to retain all liabilities under its Group Health Plan, and Florida Blue is to provide the agreed upon services to the Group Health Plan without assuming any such liability; and

WHEREAS, the Employer desires that, with respect to the Group Health Plan, Florida Blue furnish certain claims processing and administrative services.

NOW, therefore, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

SECTION I

TERM

1.1 Initial Term

The initial term of this Agreement shall be from January 1, 2015 (the effective date) and shall end on December 31, 2017 (the termination date), unless the Agreement is terminated earlier in accordance with the provisions of this Agreement.

1.2 Renewal Terms

After the Initial Term, this Agreement will automatically renew each anniversary date for successive one year terms at the renewal rates then in effect, unless either party notifies the other party of its intent not to extend this Agreement at least 30 days prior to the applicable anniversary date.

SECTION II

DUTIES AND RESPONSIBILITIES OF THE EMPLOYER

2.1 Final Authority

The Employer retains all final authority and responsibility for the Group Health Plan including, but not limited to eligibility and enrollment for coverage under the Group Health Plan, the existence of coverage, the benefits structure of the Group Health Plan, claims payment decisions, cost containment program decisions, utilization benefits management, compliance with the requirements of COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985, as amended), compliance with reporting and remitting abandoned property funds, and compliance with any other state and federal law or regulation applicable to the Employer, the Group Health Plan, or the administration of the Group Health Plan.

Florida Blue agrees to provide the Employer with documents, data and other information so that Employer may provide to Florida Blue the information Florida Blue reasonably requires in order to perform its administration services as set forth herein.

2.2 Eligibility and Enrollment

As of the first day of the term of this Agreement, the Employer will have delivered to Florida Blue enrollment information regarding eligible and properly enrolled members, as determined by the Employer. The Employer shall deliver to Florida Blue all employee and dependent eligibility status changes on a monthly basis, or more frequently as mutually agreed by the parties.

The Employer shall be responsible for providing each covered employee with a copy of the plan document which shall include the Group Health Plan.

2.3 Financial Obligations

A. Claims Payment

The Employer is financially responsible for the payment of all claims paid under the Group Health Plan. Financial arrangements regarding the payment of such claims are set forth in Exhibit "B".

B. Administrative Fees

The Employer agrees to promptly pay all administrative fees as set forth in Exhibit "B". Administrative fees are not subject to change during the initial term of this Agreement, except as set forth below. The administrative fees shall be payable to Florida Blue within 10 days of written notification to the Employer of the amount owed.

C. Late Charges

In the event the Employer fails to pay any amount owed in full by the due date, the Employer shall pay Florida Blue, in addition to the amount due, a late charge as set forth in Exhibit "B".

D. Modifications

Florida Blue may modify the administrative fees contained in Exhibit "B" at any time on or after the first anniversary of this Agreement's effective date, upon giving forty-five (45) days prior written notice to the Employer. Additionally, Florida Blue, at any time, may modify the administrative fee, if the Employer substantially modifies the Group Health Plan or changes enrollment.

2.4 Use of Names and Logos

The Employer agrees to allow Florida Blue to use the Employer's name and logo on I.D. cards and other forms necessary to effectuate this Agreement, and to promote the Employer's relationship with Florida Blue to potential or existing providers. Florida Blue shall not use the Employer's name or logo for any other purpose without the prior written consent of the Employer.

The Employer agrees that the names, logos, symbols, trademarks, tradenames, and service marks of Florida Blue, whether presently existing or hereafter established, are the sole property of Florida Blue and Florida Blue retains the right to the use and control thereof. The Employer shall not use Florida Blue's name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of Florida Blue and shall cease any such usage immediately upon written notice by Florida Blue or upon termination of this Agreement, whichever is sooner.

2.5 Confidential and Trade Secret Information

Florida Blue maintains proprietary and confidential information and competitively-sensitive trade secret information, which information may be disclosed to the Employer for the purposes of analyzing such information in conjunction with the services performed under the Agreement. The Employer agrees to hold such confidential and/or trade secret information in confidence and only disclose such information to employees of the Employer who have a need to know such information; provided however that such employees of the Employer agree to maintain the confidentiality of the confidential and/or trade secret information and take all steps necessary to safeguard the confidential and/or trade secret information against unauthorized access, use, and disclosure to at least the extent the Employer maintains the confidentiality of its most proprietary and confidential information.

The Employer shall not disclose such confidential and/or trade secret information to any third party without the express written permission of Florida Blue. If Florida Blue, in its sole discretion, approves release of confidential and/or trade secret information to a third party, the third party and the Employer will be required to execute a Confidentiality & Indemnity Agreement, in a form specified by Florida Blue, prior to the release of the confidential information and/or trade secret information to the third party. For purposes of this paragraph, trade secret information is competitively sensitive information which is advantageous to Florida Blue in the marketplace and Florida Blue considers such information to be a trade secret protected from public disclosure, including protection from disclosure in any meeting which is subject to Florida's Government in the Sunshine Law Section 286.011, Florida Statutes.

If, when, and to the extent during its activities under this Agreement a court determines that Florida Blue is a "contractor" for purposes of Section 119.0701, Florida Statutes, Florida Blue will comply with all of the Florida public records' laws.

SECTION III

DUTIES AND RESPONSIBILITIES OF FLORIDA BLUE

3.1 Generally

It is understood and agreed that Florida Blue is empowered and required to act with respect to the Group Health Plan only as expressly stated herein.

The Employer and Florida Blue agree that Florida Blue's role is to provide administrative claims payment services, that Florida Blue does not assume any financial risk or obligation with respect to claims, that the services rendered by Florida Blue under this Agreement shall not include the power to exercise control over the Group Health Plan's assets, if any, or discretionary authority over the Health Care Plan's operations, and that Florida Blue will not for any purpose, be deemed to be the "Plan Administrator" of the Group Health Plan or a "fiduciary" with respect to the Group Health Plan. Florida Blue's services hereunder are intended to and shall consist only of ministerial functions. The Group Health Plan's "Administrator" is the Employer. Florida Blue will assume fiduciary responsibility for claims processing. The Employer extends to Florida Blue the discretionary authority to make decisions concerning claims and claim appeals submitted by plan members, including appeals of adverse benefit determinations, and the external independent review following the denial of an adverse benefits determination appeal. Florida Blue will also be responsible for the defense of decisions concerning claims and claims appeals. However, Florida Blue will not assume liability for benefit decisions made by the Employer. Florida Blue's responsibility as a claims processing fiduciary would be to process claims submitted for members, including any and all appeals, using the care, skill, prudence and diligence one expects from an insurance company and in accordance with the Employer's plan documents.

3.2 Enrollment; Forms and I.D. Cards

Florida Blue shall enroll those individuals who have completed an application and are identified by the Employer as eligible for benefits under the Group Health Plan on the effective date of this Agreement, and subsequently during the continuance of this Agreement. Florida Blue shall be entitled to rely on the information furnished to it by the Employer, and the Employer shall hold Florida Blue harmless for any inaccuracy or failure to provide such information in a timely manner.

Florida Blue shall furnish to the Employer, for distribution to persons participating in the Group Health Plan, a supply of identification cards, benefit plan descriptions, forms to be used for submission of claims and enrollment, and any other forms necessary for the administration of the Group Health Plan, as determined by Florida Blue.

3.3 Claims Processing

Florida Blue shall provide claims processing services on behalf of the Employer for all properly submitted claims, in accordance with the benefits set forth in Exhibit "A", using funds solely supplied by the Employer, as set forth in Exhibit "B". Florida Blue shall furnish each claimant with an explanation of each claim that is paid, rejected or suspended.

For purposes of this Agreement, the term "claim(s)" shall be defined as the amount paid or payable by Florida Blue to providers of services and/or covered group members under this Agreement and the Group Health Plan, and in conformity with any agreements Florida Blue enters into with such providers of services. For value-based reimbursement programs Florida Blue enters into with participating providers, an applicable claim level surcharge may be included in the claim amount.

Claim level charges are used to fund a bonus pool for making quality improvement and financial performance incentive payments to providers which have entered into a value-based reimbursement arrangement with Florida Blue. The surcharge is only applicable to services provided by these providers, and shall not affect member cost sharing.

The accrued bonus pool, which shall be held in a non-interest bearing account, will include surcharge amounts contributed by other self-funded employers. All amounts in the bonus pool shall be available to fund incentive payments to providers who have entered into a value-based reimbursement arrangement with Florida Blue and who have achieved the requisite quality and financial goals.

The amount of the surcharge will be set by Florida Blue based on actuarially estimated incentive payments contractually due to providers. Florida Blue will perform periodic reconciliations of the bonus pool and may adjust the applicable

claim level surcharge from time to time as it reasonably determines necessary to appropriately fund the bonus pool.

Such claims level surcharge amounts will not be refunded to the Employer, including upon termination of this Agreement. Any surplus funds at the end of an incentive payment measurement period shall be used to fund incentive payments in a subsequent period. Any deficit in funds at the end of an incentive payment measurement period shall be collected in the next period through an adjustment to the claims level surcharge amount which will cover the previous period shortfall.

Additionally, Florida Blue may enter into bundled payment arrangements with providers of service which require a single provider to be responsible for providing and/or arranging for the provision of a group of services for a defined episode of care (e.g., hospital, physician and/or ancillary services).

In processing such claims for the defined episode of care, notwithstanding the requirements of Exhibit "A", Florida Blue may calculate the member cost sharing based upon the status of the provider receiving the bundled payment without regard to the fact that other provider types may have provided certain components of the episode included in the bundled payment arrangement.

3.4 Program Administration

Florida Blue shall administer its established cost containment programs and utilization benefits management programs, as selected by the Employer and described in the Group Health Plan.

Florida Blue shall make available its Preferred Provider Organization Program(s) to covered group members and their covered dependents, as set forth in the Group Health Plan. Any agreements between providers of services and Florida Blue are the sole property of Florida Blue and Florida Blue retains the right to the use and control thereof.

3.5 Inaccurate Payments

Whenever Florida Blue becomes aware that the payment of a claim under the Group Health Plan to any person was, or may have been, made which was not in accordance with the terms of the Group Health Plan, whether or not such payment was Florida Blue's fault, and whether or not such payment was more than or less than was appropriate under the terms of the Group Health Plan, Florida Blue shall investigate such payment in accordance with its standard commercial insurance business practices and either 1) for an overpayment of \$50.00 or more, make a diligent effort to recover any payment which was more than was appropriate under the Group Health Plan or 2) as the case may be, adjust any claim the payment of which was less than appropriate under the Group Health Plan. The Employer delegates to Florida Blue the discretion and the authority to determine under what circumstances to compromise a claim or to

settle for less than the full amount of the claim. In the event any part of an inaccurate payment is recovered, the Employer will receive a refund from Florida Blue. Nothing herein shall require Florida Blue to institute a legal action or suit to recover payments made by Florida Blue.

Additionally, the Employer delegates to Florida Blue the discretion and authority to pursue recoveries for claims paid as a result of fraud, abuse or other inappropriate action by a third party, including the right to opt-out or opt-in the Employer from any class action. These claims include, but are not limited to, all legal claims the Employer can assert whether based on common law or statute such as RICO, antitrust, deceptive trade practices, consumer fraud, insurance fraud, unjust enrichment, breach of fiduciary duty, breach of contract, breach of covenant of good faith and fair dealing, torts (including fraud, negligence, and product liability), breach of warranty, medical monitoring, false claims and kickbacks. If Florida Blue obtains a recovery from any of these efforts, Florida Blue will reimburse the Employer's pro rata share of the recovery. This share is calculated from the Employer's claims history or covered members at the time of such recovery, less the Employer's pro rata share of costs, if any, fees paid to outside counsel and any other costs incurred in obtaining that recovery. Florida Blue will not charge the Employer for any costs if Florida Blue does not obtain a recovery that exceeds those costs.

3.6 Records and Reports

Florida Blue agrees to establish, maintain and provide to the Employer, records and reports generated for the purposes of reporting claims experience and conducting audits of operations. Florida Blue will provide claims information only in accordance with Exhibit C (and Exhibit D, if applicable) to this Agreement. Florida Blue will not provide any information with regard to provider pricing agreements or any other information which is of a confidential or proprietary nature, as determined by Florida Blue.

3.7 Pharmacy Rebates

In certain circumstances, Florida Blue and/or its pharmacy benefits manager and/or vendors (collectively "PBM") negotiate(s) and receive(s) formulary rebates, volume discounts, and/or fees from certain drug manufacturers/distributors as a result of the inclusion of such manufacturer's/distributor's branded products on Florida Blue's formularies ("Rebates").

The PBM generally passes Rebates through to Florida Blue, less a 20% fee as part of its compensation for its services. At times, the PBM may pass through a guaranteed minimum amount per prescription that exceeds the Rebates otherwise payable to Florida Blue. In either situation, Florida Blue passes through 100% of the amounts it receives to the Employer.

Florida Blue may receive a portion of the Rebates on a prepaid, estimated basis, before any drug claims are filed and paid. To the extent that Florida Blue

receives prepaid, estimated rebate amounts, Florida Blue retains, as part of its compensation, the interest earned on such amounts from the time it receives such prepayments until it forwards the Employer's Rebates. This time period is generally nine to twelve months. Florida Blue expects to earn interest at the rate of 1.25% per annum.

Florida Blue pays the Employer its Rebates or guaranteed minimum amount after Florida Blue is able to determine the share attributable to the drug claims actually made by the Employer's group members. This typically occurs seven to nine months after the end of the calendar quarter in which the drugs were dispensed.

Florida Blue will provide more specific information on the amounts retained by Florida Blue or the PBM upon request by the Employer.

3.8 Claims Payments

The source or sources of payment under the Group Health Plan are to be only the assets of the Employer, and Florida Blue will have no liability whatsoever for providing a source from which payments will be made under the Group Health Care Plan.

3.9 Providers Outside the State of Florida

A. Inter-Plan Programs

Florida Blue has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Programs." Whenever members access healthcare services outside the geographic area Florida Blue serves, the claim for those services may be processed through one of these Inter-Plan Programs and presented to Florida Blue for payment in accordance with the rules of the Inter-Plan Programs policies then in effect. The Inter-Plan Programs available to members under this Agreement are described generally below.

Typically, members, when accessing care outside the geographic area Florida Blue serves, obtain care from healthcare providers that have a contractual agreement (i.e., are "participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, members may obtain care from non-participating healthcare providers. Florida Blue's payment practices in both instances are described below.

Under the Inter-Plan Program called BlueCard®, when members access covered healthcare services within the geographic area served by a Host Blue, Florida Blue will remain responsible to the Employer for fulfilling Florida Blue's contractual obligations. However, in accordance with applicable Inter-Plan Programs policies then in effect, the Host Blue will be responsible for providing such services as contracting and handling substantially all interactions with its participating healthcare providers. The financial terms of the BlueCard Program

are described generally below. Individual circumstances may arise that are not directly covered by this description; however, in those instances, Florida Blue's action will be consistent with the spirit of this description.

B. Liability Calculation Method Per Claim

The calculation of the member liability on claims for covered healthcare services processed through the BlueCard Program will be based on the lower of the participating healthcare provider's billed covered charges or the negotiated price made available to Florida Blue by the Host Blue.

The calculation of the Employer liability on claims for covered healthcare services processed through the BlueCard Program will be based on the negotiated price made available to Florida Blue by the Host Blue. Sometimes, this negotiated price may be greater than billed charges if the Host Blue has negotiated with its participating healthcare provider(s) an inclusive allowance (e.g., per case or per day amount) for specific healthcare services.

Host Blues may use various methods to determine a negotiated price, depending on the terms of each Host Blue's healthcare provider contracts. The negotiated price made available to Florida Blue by the Host Blue may represent a payment negotiated by a Host Blue with a healthcare provider that is one of the following:

(i) an actual price. An actual price is a negotiated payment without any other increases or decreases, or

(ii) an estimated price. An estimated price is a negotiated payment reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives, or

(iii) an average price. An average price is a percentage of billed covered charges representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

Host Blues using either an estimated price or an average price may, in accordance with Inter-Plan Programs policies, prospectively increase or reduce such prices to correct for over- or underestimation of past prices (i.e., prospective adjustments may mean that a current price reflects additional amounts or credits for claims already paid to providers or anticipated to be paid to or received from providers). However, the amount paid by the member and the Employer is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims. The BlueCard Program requires that the price submitted

by a Host Blue to Florida Blue is a final price irrespective of any future adjustments based on the use of estimated or average pricing.

If a Host Blue uses either an estimated price or an average price on a claim, it may also hold some portion of the amount that the Employer pays in a variance account, pending settlement with its participating healthcare providers. Because all amounts paid are final, neither variance account funds held to be paid, nor the funds expected to be received, are due to or from the Employer. Such payable or receivable would be eventually exhausted by healthcare provider settlements and/or through prospective adjustment to the negotiated prices. Some Host Blues may retain interest earned, if any, on funds held in variance accounts.

A small number of states require Host Blues either (i) to use a basis for determining member liability for covered healthcare services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or (ii) to add a surcharge.

Should the state in which healthcare services are accessed mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, Florida Blue would then calculate member liability and the Employer liability in accordance with applicable law.

C. Return of Recoveries

Under the BlueCard Program, recoveries from a Host Blue or its participating healthcare providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, healthcare provider/hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. The fees of such a third party may be netted against the recovery. Recovery amounts determined in this way will be applied in accordance with applicable Inter-Plan Programs policies, which generally require correction on a claim-by claim or prospective basis.

Unless otherwise agreed to by the Host Blue, Florida Blue may request adjustments from the Host Blue for full refunds from healthcare providers due to the retroactive cancellation of membership but only for one year after the date of the Inter-Plan financial settlement process for the original claim. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery conflicts with the Host Blue's state law or healthcare provider contracts or would jeopardize its relationship with its healthcare providers.

D. BlueCard Fees and Compensation

The Employer understands and agrees to reimburse Florida Blue for certain fees and compensation which Florida Blue is obligated under the BlueCard Program to pay to the Host Blues, to the Blue Cross and Blue Shield Association

(BCBSA), and/or to BlueCard Program vendors, as described below. Fees and compensation under the BlueCard Program may be revised in accordance with the Program's standard procedures for revising such fees and compensation, which do not provide for prior approval by any Employers. Such revisions typically are made annually as a result of Program policy changes and/or vendor negotiations. These revisions may occur at any time during the course of a given calendar year, and they do not necessarily coincide with the Employer's benefit period under this Agreement.

Where applicable, access fees will be applied each time a claim is processed through the BlueCard Program, and will be billed to the Employer as an additional claim liability. Other fees including, but not limited to, administrative expense allowance fees, Central Financial Agency fees, ITS Transaction Fees, an 800 number fee and a fee for providing provider directories, if applicable, are included as a component of the administrative fee and will not be a separate charge to the Employer.

Only the BlueCard Program access fee may be charged separately each time a claim is processed through the BlueCard Program. If one is charged, it will be a percentage of the discount/differential Florida Blue receives from the Host Blue, based on the current rate in accordance with the Program's standard procedures for establishing the access fee rate. The access fee will not exceed \$2,000 for any claim. All other BlueCard Program-related fees are included in Florida Blue's general administrative fee.

E. Non-Participating Providers

When covered healthcare services are provided outside of Florida Blue service area by non-participating healthcare providers, the amount(s) a member pays for such services will generally be based on either the Host Blue's non-participating healthcare provider local payment or the pricing arrangements required by applicable state law. In these situations, the member may be responsible for the difference between the amount that the non-participating healthcare provider bills and the payment Florida Blue will make for the covered services as set forth in this paragraph.

The Employer understands and agrees to reimburse Florida Blue for certain fees and compensation which Florida Blue is obligated under applicable Inter-Plan Programs requirements to pay to the Host Blues, to the Blue Cross and Blue Shield Association, and/or to Inter-Plan Programs vendors. Fees and compensation under applicable Inter-Plan Programs may be revised in accordance with the specific Program's standard procedures for revising such fees and compensation, which do not provide for prior approval by any Employers. Such revisions typically are made annually as a result of Inter-Plan Programs policy changes and/or vendor negotiations. These revisions may occur at any time during the course of a given calendar year, and they do not necessarily coincide with the Employer's benefit period under this Agreement.

F. Inconsistencies

To the extent of any inconsistency between the above provision titled "Providers Outside the State of Florida" and other terms or conditions of the Agreement, the above provision controls.

SECTION IV

TERMINATION

4.1 Administration After Termination

The Employer is solely liable and responsible for all claims incurred under the Group Health Plan by its covered group members and their dependents during the term of this Agreement, including those incurred claims which are not presented to the Employer or Florida Blue during the term of this Agreement. Florida Blue will adjudicate all claims incurred during the term of this Agreement. For purposes of this Agreement, the date of an incurred claim is the date the particular service was rendered or the supply was furnished. After the effective date of termination of this Agreement, the Employer will continue to provide Florida Blue with funds to pay claims incurred prior to the termination date and will continue to pay the applicable administrative fees as set forth in Exhibit "B".

4.2 Unilateral Termination

The Employer or Florida Blue may unilaterally terminate this Agreement upon 90 days prior written notice to the other party after the initial term of this Agreement.

4.3 Termination On Anniversary Date

This Agreement shall terminate as of the date of any anniversary of the effective date of this Agreement, if either the Employer or Florida Blue has given at least 30 days prior written notice to the other party of its intention not to renew this Agreement as of that anniversary date.

4.4 Termination Upon Default

Upon the occurrence of any of the following events, as determined by Florida Blue, this Agreement will automatically terminate at the end of the 8th business day following the day upon which the Employer is notified in writing of any of the events of default set forth hereunder, and then only in the event that the Employer has not cured the incident of default:

1. The Employer's failure to provide adequate funds, as set in Exhibit "B", as necessary for the payment of claims pursuant to the Group Health Plan;

2. The Employer's failure to pay any administrative fees or late penalty as set forth in Exhibit "B" of this Agreement;
3. The Employer ceases to maintain a Group Health Plan;
4. The Employer modifies the Group Health Plan without the prior written consent of Florida Blue;
5. At any time Florida Blue has reasonable grounds for insecurity with respect to the Employer's financial ability to adequately fund the Group Health Plan, and the Employer has failed to immediately provide adequate assurances of financial soundness to Florida Blue;
6. At any time any judicial or regulatory body determines that this Agreement, or any provision of this Agreement, is invalid or illegal, or that this arrangement constitutes an insurance policy or program which is subject to state and/or federal insurance regulations and/or taxation;
7. At any time the Employer otherwise materially breaches this Agreement.

4.5 Rights and Responsibilities Upon Termination

In the event of termination of this Agreement, the Employer will immediately notify each covered group member of the termination date.

Termination of this Agreement for any reason shall not affect the rights or obligations of either party which arise prior to the date of termination.

SECTION V

LEGAL ACTION; INDEMNIFICATION

5.1 Standard of Care

Florida Blue and the Employer shall each use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims in the performance of its duties hereunder.

5.2 Liability; Indemnification

Florida Blue shall not be liable to the Employer or any other person for any mistake of judgment or other action taken in good faith, or for any loss or damage occasioned thereby, unless the loss or damage is due to Florida Blue's gross negligence, criminal conduct or fraudulent acts.

The Employer hereby agrees to indemnify and hold harmless Florida Blue, its directors, officers, employees and agents against any and all actions, claims, lawsuits, settlements, judgments, costs, interest, penalties, expenses and taxes, including but not limited to, attorneys' fees and courts costs, resulting from or arising directly or indirectly out of or in connection with any function of Florida Blue under this Agreement, including the administration of any Cost Containment or Utilization Benefit Management Programs, or payments made pursuant to the direction of the Employer, or arising from any legal action or proceeding to recover benefits under this Agreement, or arising from any allegation of a breach of confidentiality arising out of a release of confidential information to the Group or a third party unless it is determined that the direct and sole cause of such liability was the result of gross negligence, criminal conduct or fraudulent acts on the part of Florida Blue or any of its directors, officers, employees or agents. Further, the Employer agrees to indemnify and hold harmless Florida Blue for any taxes or assessments, including penalties and interest, or any other amounts legally levied based on the terms of this Agreement. This provision applies to any amounts imposed, now or later, under the authority of any federal, state, or local taxing jurisdiction. This provision will continue in effect after termination of this Agreement for any reason.

5.3 Sovereign Immunity

Both parties agree, Employer is a political subdivision of the State of Florida, and as such, has severing immunity pursuant to 768.28, Florida Statutes, and both parties agree that nothing in this Agreement shall be construed as a waiver of any right, defense or immunities accorded to the Employer by said statute or any other applicable law.

SECTION VI

MISCELLANEOUS PROVISIONS

6.1 Amendment

Except as otherwise provided for herein, this Agreement may be modified, amended, renewed, or extended only upon mutual agreement, in writing, signed by the duly authorized representatives of the Employer and Florida Blue.

6.2 Subsidiaries and Affiliates

Any of the functions to be performed by Florida Blue under this Agreement may be performed by Florida Blue or any of its subsidiaries, affiliates, or designees.

6.3 Governing Law

This Agreement is subject to and shall be governed by the laws of the State of Florida, except where those laws are preempted by the laws of the United States.

6.4 Venue

All actions or proceedings instituted by the Employer or Florida Blue hereunder shall be brought in a court of competent jurisdiction in Escambia County, Florida.

6.5 Waiver of Breach

Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

6.6 Inconsistencies

If the provisions of this Agreement are in any way inconsistent with the provisions of the Group Health Plan, then the provisions of this Agreement shall prevail and the other provisions shall be deemed modified, but only to the extent necessary to implement the intent of the parties expressed herein.

6.7 Notices

Any notice required to be given pursuant to this Agreement shall be in writing, postage pre-paid, and shall be sent by certified or registered mail, return receipt requested, or by Federal Express or other overnight mail delivery for which evidence of delivery is obtained by the sender, to Florida Blue or the Employer at the addresses indicated on the first page of this Agreement, or such other addresses that the parties may hereafter designate. The notice shall be effective on the date the notice was posted.

6.8 Entire Agreement

This Agreement, including the attachments hereto, contains the entire agreement between Florida Blue and the Employer with respect to the specific subject matter hereof. Any prior agreements, promises, negotiations or representations, either verbal or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement are of no force and effect.

6.9 Severability

In the event any provision of this Agreement is deemed to be invalid or unenforceable, all other provisions shall remain in full force and effect.

6.10 Binding Effect of Agreement

The Agreement shall be binding upon and inure to the benefit of the parties, their agents, servants, employees, successors, and assigns unless otherwise set forth herein or agreed to by the parties.

6.11 Survival

The rights and obligations of the parties as set forth herein shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the parties as expressed herein.

6.12 Independent Relationship

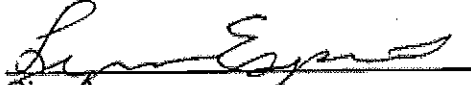
Notwithstanding any other provision of this Agreement, in the performance of the obligations of this Agreement, each party is at all times acting and performing as an independent contractor with respect to the other party. It is further expressly agreed that no work, act, commission or omission of either party (or any of its agents or employees) pursuant to the terms and conditions of this Agreement, shall be construed to make or render such party (or any of its agents or employees) an agent, servant, representative, or employee of, or joint venture with, such other party.

6.13 Execution of Agreement

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, on the date first written above, the parties have caused this Agreement to be executed by their duly authorized representatives.

BLUE CROSS AND BLUE SHIELD
FLORIDA, INC. D/B/A FLORIDA
BLUE

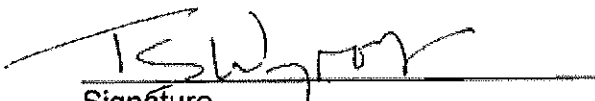

Signature

Lynn Esposito
Name (Printed)

VP Sales Operations
Title

2/5/15
Date

SANTA ROSA COUNTY SCHOOL
BOARD


Signature

Tim Wyrordick
Name (Printed)

Superintendent of Schools
Title

1/6/15
Date

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on January 23, 2015 is by and between Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue (hereinafter called "Florida Blue") and Santa Rosa County School Board (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between Florida Blue and the Employer (hereinafter "Agreement") effective January 1, 2015 is amended as follows:

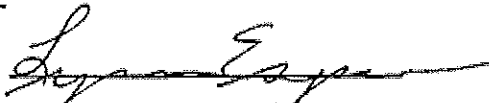
1. Exhibit B to the Agreement is hereby amended, effective January 1, 2015. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
2. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties.

BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC. D/B/A FLORIDA
BLUE

SANTA ROSA COUNTY SCHOOL
BOARD

By:



By:



Title:

VP Sales Operations

Title:

Superintendent of schools

Date:

2/5/15

Date:

1/27/15

EXHIBIT "A"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.D/B/A FLORIDA BLUE
and
SANTA ROSA COUNTY SCHOOL BOARD
GROUP HEALTH PLAN

The entire Group Health Plan is attached hereto and made a part of this Agreement.

EXHIBIT "B"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE
and
SANTA ROSA COUNTY SCHOOL BOARD
FINANCIAL ARRANGEMENTS

I. **Effective Date**

The effective date of this Exhibit is January 1, 2015.

II. **Monthly Payments.**

- A. Each week, Florida Blue will notify the Employer of the amount due to satisfy the previous week's paid claims liability. The Employer agrees to pay the full amount of the bill within seven (7) days of the written notification. If the payment is not received by Florida Blue by the payment due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, Florida Blue will immediately suspend claims until payment is received by Florida Blue.
- B. The Employer agrees to pay to Florida Blue, each month during and after the term of this Agreement, an administrative fee, as set forth below. The Employer agrees to pay to Florida Blue, each month, the administrative fee within ten (10) days of the written notification of the amount due. If payment is not received by Florida Blue by the due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, Florida Blue will immediately suspend claims until payment is received by Florida Blue.

III. **Funding Information**

- A. Method of Funding Transfer: ACH

IV. **Administrative Fees:**

- A. Administrative fees during the term of the Agreement:

\$46.50 per employee per month from January 1, 2015 through December 31, 2015. This fee includes a \$5.00 Agent of Record fee.

\$47.75 per employee per month from January 1, 2016 through December 31, 2016. This fee includes a \$5.00 Agent of Record fee.

\$49.03 per employee per month from January 1, 2017 through December 31, 2017. This fee includes a \$5.00 Agent of Record fee.

- B. Administrative fees after the termination of the Agreement: 15% of claims paid.

V. Late Payment Penalty

- A. A daily charge of .00038 times the amount of overdue payment.

VI. Expected Enrollment

- A. The administrative fees referenced above are based on an expected enrollment of: 1,888.
- B. If the actual enrollment is materially different from this expected enrollment, Florida Blue reserves the right to adjust the administrative fees as set forth in the Agreement. Actual administrative fees will be charged based on actual enrollment.

EXHIBIT "C"

to the

ADMINISTRATIVE SERVICES AGREEMENT

between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE

and

SANTA ROSA COUNTY SCHOOL BOARD

HIPAA-AS ADDENDUM TO ADMINISTRATIVE SERVICES AGREEMENT

This addendum ("Addendum") is effective upon execution and amends that Administrative Services Agreement ("Agreement") made as of January 1, 2015 by and among Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue ("Florida Blue"); Santa Rosa County School Board ("Employer") and Santa Rosa County School Board Group Health Plan ("GHP").

WHEREAS, the Employer has established and maintains GHP as a self-insured employee welfare benefit plan, as described in GHP's Plan Document (referred to in the Agreement as the Group Health Plan); and

WHEREAS, the Employer and GHP desire to retain Florida Blue to provide certain claim processing and administrative services with respect to GHP; and

WHEREAS, the Employer, GHP, and Florida Blue agree to modify the Agreement to incorporate the provisions of this Addendum to address applicable requirements of the implementing regulations, codified at 45 Code of Federal Regulations ("C.F.R.") Parts 160-64, for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (collectively, "HIPAA-AS"), so that GHP may meet its compliance obligations under HIPAA-AS, and to include additional provisions that the Employer, GHP, and Florida Blue desire to have as part of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Employer, GHP, and Florida Blue hereby agree as follows:

PART 1—DEFINITIONS

I. DEFINITIONS

All capitalized terms in this Addendum that are not defined by this Addendum will have the meaning ascribed to them by 45 C.F.R. Parts 160-64. The following terms have the following meanings when used in this Addendum:

- A. "Breach" means the unauthorized acquisition, access, use or disclosure of PHI which compromises the security or privacy of PHI

- B. "Covered Employee" means the person to whom coverage under GHP has been extended by the Employer.
- C. "Covered Person" means the Covered Employee and any other persons to whom coverage has been extended under GHP as specified by GHP's Plan Document.
- D. "Creditable Coverage Certificate" means a certificate disclosing information relating to an individual's creditable coverage under a health care benefit program for purposes of reducing any preexisting condition limitation or exclusion imposed by any group health plan coverage.
- E. "Disclose" and "disclosure" mean, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within Florida Blue.
- F. "Electronic Protected Health Information" means Protected Health Information that is (1) transmitted by electronic media or (2) maintained in electronic media.
- G. "Protected Health Information" means the Protected Health Information, as that term is defined in 45 C.F.R. § 160.103, that Florida Blue creates or receives for, on behalf of, or from GHP (or from a GHP Business Associate) in the performance of Florida Blue's duties under the Agreement and this Addendum. For purposes of this Addendum, Protected Health Information encompasses Electronic Protected Health Information.
- H. "Plan Document" means GHP's written documentation that informs Covered Persons of the benefits to which they are entitled from GHP and describes the procedures for (1) establishing and carrying out funding of the benefits to which Covered Persons are entitled under GHP, (2) allocating and delegating responsibility for GHP's operation and administration, and (3) amending the Plan Document. The Employer and GHP represent and warrant that GHP's Plan Document provides for the allocation and delegation of the responsibilities assigned to Florida Blue under the Agreement.
- I. "Unsecured PHI" means PHI that is not secured through the use of technology or methods approved by the Secretary of Health and Human Services to render the PHI unusable, unreadable or indecipherable to unauthorized individuals.
- J. "Use" means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Florida Blue.

PART 2--Florida Blue's RESPONSIBILITIES

II. SERVICES PROVIDED BY FLORIDA BLUE

During the continuance of the Agreement, Florida Blue will perform the services set forth in the Agreement with respect to the benefits offered to Covered Persons by GHP.

III. PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

A. Preservation of Privacy

Florida Blue will keep confidential all Protected Health Information that Florida Blue creates or receives on GHP's behalf or receives from GHP (or another Business Associate of GHP) in the performance of its duties under the Agreement and this Addendum.

B. Prohibition on Non-Permitted Use or Disclosure

Florida Blue will neither use nor disclose Protected Health Information (including any Protected Health Information that Florida Blue may receive from a GHP Business Associate) except (1) as permitted or required by this Addendum, (2) as permitted or required in writing by GHP, or (3) as Required by Law.

C. Permitted Uses and Disclosures

Florida Blue will be permitted to use or disclose Protected Health Information only as follows:

1. GHP's Payment Activities and Health Care Operations

Florida Blue will be permitted to use and disclose Protected Health Information for Payment, Health Care Operations, and Data Aggregation for GHP, including programs administered by Florida Blue for GHP that may improve the quality and reduce the cost of care Covered Persons receive. Those programs administered by Florida Blue for GHP:

 X include (but are not limited to)

 do not include

a payer-based health record program (*i.e.*, Care Profile).

2. Another Covered Entity's Payment Activities and Health Care Operations

Florida Blue will be permitted to disclose Protected Health Information in accordance with 45 C.F.R. § 164.506(c) for the Payment activities of

another Covered Entity or Health Care Provider and for the qualifying Health Care Operations of another Covered Entity.

3. Provider's Treatment Activities

Florida Blue will be permitted to disclose Protected Health Information in accordance with 45 C.F.R. § 164.506(c) for the Treatment activities of a Health Care Provider.

4. Covered Person Permission

Florida Blue will be permitted to use or disclose Protected Health Information in accordance with an authorization or other permission granted by an Individual (or the Individual's Personal Representative) in accordance with 45 C.F.R. § 164.508 or 45 C.F.R. § 164.510, as applicable.

5. Florida Blue's Own Management and Administration

a. Protected Health Information Use

Florida Blue will be permitted to use Protected Health Information as necessary for Florida Blue's proper management and administration or to carry out Florida Blue's legal responsibilities.

b. Protected Health Information Disclosure

Florida Blue will be permitted to disclose Protected Health Information as necessary for Florida Blue's proper management and administration or to carry out Florida Blue's legal responsibilities only (i) if the disclosure is Required by Law, or (ii) if before the disclosure, Florida Blue obtains from the entity to which the disclosure is to be made reasonable assurance, evidenced by written contract, that the entity will (1) hold Protected Health Information in confidence, (2) use or further disclose Protected Health Information only for the purposes for which Florida Blue disclosed it to the entity or as Required by Law; and (3) notify Florida Blue of any instance of which the entity becomes aware in which the confidentiality of any Protected Health Information was breached.

6. De-Identified Health Information

Florida Blue may use Protected Health Information to create De-Identified Health Information in conformance with 45 C.F.R. § 164.514(b). Florida Blue may use and disclose De-Identified Health Information for any purpose, including after any termination of the Agreement and this Addendum.

7. **Limited Data Set**

- a. **Creation of Limited Data Set.** Florida Blue may use Protected Health Information to create a Limited Data Set:
- i. that contains the minimum amount of Protected Health Information reasonably necessary to accomplish the purposes set out in Paragraph b of this Section III.C.7, below; and
 - ii. from which have been removed all of the direct identifiers, as specified in 45 C.F.R. § 164.514(e)(2), of the Individuals whose Protected Health Information is included in the Limited Data Set and of the relatives, household members and employers of those Individuals.
- b. **Florida Blue's Permitted Uses and Disclosures.** Florida Blue may use and disclose the Limited Data Set for only Health Care Operations permitted by this Addendum.
- c. **Prohibition on Unauthorized Use or Disclosure.**
- i. Florida Blue will neither use nor disclose the Limited Data Set for any purpose other than as permitted by Paragraph b of this Section III.C.7, as otherwise permitted in writing by GHP, or as Required by Law.
 - ii. Florida Blue is not authorized to use or disclose the Limited Data Set in a manner that would violate the Privacy Rule, 45 C.F.R. Part 164, Subpart E, if done by GHP.
 - iii. Florida Blue will not attempt to identify the information contained in the Limited Data Set or contact any Individual who may be the subject of information contained in the Limited Data Set.
- d. **Information Safeguards.** Florida Blue will adopt and use appropriate administrative, physical, and technical safeguards to preserve the integrity and confidentiality of the Limited Data Set and to prevent its use or disclosure other than as permitted by this Section III.C.7.

- e. **Permitted Subcontractors, and Agents.** Florida Blue will require any agent or subcontractor to which it discloses the Limited Data Set, to agree to comply with the same restrictions and conditions that apply to Florida Blue's use and disclosure of the Limited Data Set pursuant to this Section III.C.7.
- f. **Breach of Privacy Obligations.** Florida Blue will report to GHP any use or disclosure of the Limited Data Set that is not permitted by this Section III.C.7 of which Florida Blue becomes aware.

D. Minimum Necessary

Florida Blue will, in the performance of its functions and activities on GHP's behalf under the Agreement and this Addendum, make reasonable efforts to use, to disclose, or to request of a Covered Entity only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the use, the disclosure, or the request, except that Florida Blue will not be obligated to comply with this minimum necessary limitation with respect to:

1. Disclosures to GHP, as distinguished from disclosures to the Employer;
2. Disclosure to or request by a health care provider for Treatment;
3. Use with or disclosure to a Covered Person who is the subject of Protected Health Information, or that Covered Person's Personal Representative;
4. Use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an Individual who is the subject of Protected Health Information to be used or disclosed, or by that Individual's Personal Representative, as defined in 45 C.F.R. § 164.502(g);
5. Disclosure to the United States Department of Health and Human Services ("DHHS") in accordance with Section VIII below;
6. Use or disclosure that is Required by Law; or
7. Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. § 164.502(b)(2).

E. Disclosure to GHP and GHP's Business Associates

Other than disclosures permitted by Section III.C. above, Florida Blue will not disclose Protected Health Information to GHP, a GHP Business Associate, or a GHP Vendor, except as directed by GHP in writing.

F. Disclosure to Florida Blue's Subcontractors and Agents

Florida Blue may disclose Protected Health Information to a subcontractor or agent. Florida Blue will require each subcontractor and agent to which Florida Blue may disclose Protected Health Information to provide reasonable assurance, evidenced by written contract, that such subcontractor or agent will comply with the same privacy and security obligations with respect to Protected Health Information as this Addendum applies to Florida Blue.

G. Disclosure to the Employer

Florida Blue will not disclose any Protected Health Information to the Employer, except as permitted by and in accordance with PART 3 below.

H. Reporting Non-Permitted Use or Disclosure and Security Incidents

1. Privacy Breach

Florida Blue will report to GHP any use or disclosure of Protected Health Information not permitted by this Addendum or in writing by GHP, including Breaches of Unsecured PHI, of which Florida Blue becomes aware in accordance with relevant legal requirements. Florida Blue will cooperate with GHP in GHP's performance of investigation or assessments necessary to determine whether a Breach of Unsecured PHI has occurred. GHP shall bear sole responsibility for determining the need for and implementing notification concerning any Breach of Unsecured PHI,

2. Security Incidents

Florida Blue will report to GHP any incident of which Florida Blue becomes aware that is (a) a successful unauthorized access, use or disclosure of Electronic Protected Health Information; or (b) a successful major (i) modification or destruction of Electronic Protected Health Information or (ii) interference with system operations in an Information System containing Electronic Protected Health Information. Upon GHP's request, Florida Blue will report any incident of which Florida Blue becomes aware that is a successful minor (a) modification or destruction of Electronic Protected Health Information or (b) interference with system operations in an Information System containing Electronic Protected Health Information.

I. Duty to Mitigate

Florida Blue will mitigate to the extent practicable any harmful effect of which Florida Blue is aware that is caused by any use or disclosure of Protected Health Information in violation of this Addendum.

J. Termination of Addendum

GHP will have the right to terminate the Agreement and this Addendum if Florida Blue has engaged in a pattern of activity or practice that constitutes a material breach or violation of Florida Blue's obligations regarding Protected Health Information under this Addendum and, on notice of such material breach or violation from GHP, fails to take reasonable steps to cure the breach or end the violation. If Florida Blue fails to cure the material breach or end the violation within 90 days after receipt of GHP's notice, GHP may terminate the Agreement and this Addendum by providing Florida Blue written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination.

K. Disposition of Protected Health Information

1. Return or Destruction Feasible

Upon termination of the Addendum, Florida Blue will, if feasible, return to GHP or destroy, all Protected Health Information in Florida Blue's custody or control (or in the custody or control of any subcontractor or agent to which Florida Blue disclosed Protected Health Information). Florida Blue will complete such return or destruction as promptly as practical after termination of the Addendum.

2. Return or Destruction Not Feasible

Florida Blue will identify for GHP any Protected Health Information that Florida Blue (or any subcontractor or agent to which Florida Blue disclosed Protected Health Information) cannot feasibly return to GHP or destroy upon termination of the Addendum and will describe the purposes that make the return to GHP or destruction infeasible. Florida Blue will limit its (and, by its written contract pursuant to Section III.F. above, any subcontractor's or agent's) further use or disclosure of Protected Health Information after termination of the Addendum to the purposes that make return to GHP or destruction infeasible and to those uses or disclosures Required by Law.

3. Ongoing Privacy and Security Obligations

Florida Blue's obligations to preserve the privacy and safeguard the security of Protected Health Information as specified in this Addendum will

survive termination or other conclusion of the Agreement and this Addendum.

IV. ACCESS, AMENDMENT, AND DISCLOSURE ACCOUNTING FOR PROTECTED HEALTH INFORMATION

A. Access

Florida Blue will, consistent with 45 C.F.R. § 164.524(b)(2), make available to the Covered Person (or the Covered Person's Personal Representative) for inspection and copying any of the Protected Health Information about the Covered Person that qualifies as part of a Designated Record Set that Florida Blue has in its custody or control, and that is not exempted from access by 45 C.F.R. § 164.524(a), so that GHP can meet its access obligations under 45 C.F.R. § 164.524.

B. Amendment

Florida Blue will, consistent with 45 C.F.R. § 164.526(b)(2), amend, pursuant to a Covered Person's written request to amend (or a written request to amend by the Covered Person's Personal Representative), any portion of Protected Health Information about the Covered Person that qualifies as part of a Designated Record Set that Florida Blue has in its custody or control, so that GHP can meet its amendment obligations under 45 C.F.R. § 164.526.

C. Disclosure Accounting

So that GHP may meet its disclosure accounting obligations under 45 C.F.R. § 164.528, Florida Blue will do the following:

1. Disclosure Tracking

Starting April 14, 2003, Florida Blue will, consistent with 45 C.F.R. § 164.528(b), record each disclosure of Protected Health Information that is not excepted from disclosure accounting under 45 C.F.R. § 164.528(a) that Florida Blue makes to GHP or to a third party ("Accountable Disclosures").

2. Disclosure Tracking Time Periods

Florida Blue will have available for Covered Person the disclosure information for each Accountable Disclosure for at least six (6) years immediately following the date of the Accountable Disclosure (except Florida Blue will not be required to have disclosure information for disclosures occurring before April 14, 2003).

3. Provision of Disclosure Information

Florida Blue will, consistent with 45 C.F.R. § 164.528(c)(1), make available to the Covered Person (or the Covered Person's Personal Representative) the disclosure information regarding the Covered Person, so that GHP can meet its disclosure accounting obligations under 45 C.F.R. § 164.528.

D. Restriction Requests

GHP will direct a Covered Person to promptly notify Florida Blue in the manner designated by Florida Blue of any request for restriction on the use or disclosure of Protected Health Information about a Covered Person that may affect Florida Blue. Consistent with 45 C.F.R. § 164.522(a), and on behalf of GHP, Florida Blue will agree to or deny any such restriction request. Florida Blue will not be in breach of the Agreement or this Addendum for failure to comply with a restriction request on the use or disclosure of Protected Health Information about a Covered Person unless GHP or the Covered Person (or the Covered Person's Personal Representative) notifies Florida Blue in the manner designated by Florida Blue of the terms of the restriction and Florida Blue agrees to the restriction request in writing.

E. Confidential Communications

Florida Blue will provide a process for a Covered Person to request that Florida Blue communicate with the Covered Person about Protected Health Information about the Covered Person by confidential alternative location, and Covered Person to provide Florida Blue with the information that Florida Blue needs to be able to evaluate that request. Consistent with 45 C.F.R. § 164.522(b) and on behalf of GHP, Florida Blue will agree to or deny any confidential communication request. Furthermore, Florida Blue will develop policies and procedures consistent with 45 C.F.R. § 164.522(b) to fulfill its obligations under this paragraph.

Florida Blue will provide a process for termination of any requirement to communicate with the Covered Person about Protected Health Information about the Covered Person by confidential alternative location.

F. Complaint Process

Florida Blue will, consistent with 45 C.F.R. § 164.530(d) and on behalf of GHP, provide a process for Covered Persons (or Covered Person's Personal Representative) to make complaints concerning Florida Blue's policies and procedures, which policies and procedures GHP hereby adopts as its own so that GHP can meet its compliance obligations under 45 C.F.R. Part 164.

V. GHP'S PRIVACY PRACTICES NOTICE

A. Preparation of GHP's Privacy Practices Notices

Florida Blue will prepare Privacy Practices Notices appropriate for the benefit plans that Florida Blue administers for GHP under the Agreement and reflective of the requirements of 45 C.F.R. Part 164 pertaining to use and disclosure of Protected Health Information and Covered Person's rights with respect to Protected Health Information. The Privacy Practices Notices will address whether GHP discloses or authorizes Florida Blue to disclose to the Employer enrollment data, Summary Health Information that may include Covered Persons' Individually Identifiable Health Information, or Protected Health Information for plan administration functions. Unless otherwise agreed upon by the Parties, GHP hereby adopts Florida Blue's Privacy Practices Notice attached as EXHIBIT 1, and any future revisions thereof, as its own.

B. Distribution of GHP's Privacy Practices Notice

Florida Blue will distribute GHP's then effective and appropriate Privacy Practices Notice to each new Covered Employee upon the Covered Employee's enrollment in GHP and to any Covered Employee upon request. Florida Blue will distribute any GHP revised Privacy Practices Notice to each Covered Employee then enrolled in GHP, and may distribute any GHP revised Privacy Practices Notice to any other Covered Person over the age of 18 then enrolled in GHP, within sixty (60) days after any material change in GHP's Privacy Practices Notice.

Florida Blue will distribute GHP's Privacy Practices Notice to any Covered Person requesting it. Additionally, every three (3) years after April 14, 2003, Florida Blue will notify each Covered Employee then enrolled in GHP, and may notify any other Covered Person over the age of 18 then enrolled in GHP, of the availability of GHP's Privacy Practices Notice upon request.

C. Florida Blue to Comply with Notices

Florida Blue will neither use nor disclose Protected Health Information in any manner inconsistent with the content of GHP's then current Privacy Practices Notice applicable to the benefit plans that Florida Blue administers for GHP under the Agreement.

VI. ISSUANCE OF CERTIFICATE OF CREDITABLE COVERAGE

At the written or electronic direction of the Employer or GHP, Florida Blue may use and disclose Protected Health Information to issue to each Covered Person, whose coverage under a benefits plan administered pursuant to the Agreement terminates during the term of the Agreement, a Certificate of Creditable Coverage. The Certificate of Creditable Coverage will be based upon the coverage that the Covered Person had under the benefits plan administered pursuant to the Agreement and the information that

the Employer or GHP provides to Florida Blue regarding the Covered Person's coverage eligibility and coverage termination under that benefits plan.

VII. SAFEGUARDING PROTECTED HEALTH INFORMATION

A. Privacy of Protected Health Information

Florida Blue will maintain reasonable and appropriate administrative, physical, and technical safeguards, consistent with 45 C.F.R. § 164.530(c) and any other implementing regulations issued by DHHS that are applicable to Florida Blue as GHP's Business Associate, to protect against reasonably anticipated threats or hazards to and to ensure the security and integrity of Protected Health Information, to protect against reasonably anticipated unauthorized use or disclosure of Protected Health Information, and to reasonably safeguard Protected Health Information from any intentional or unintentional use or disclosure in violation of this Addendum.

B. Security of Electronic Protected Health Information

Florida Blue 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 Florida Blue creates, receives, maintains, or transmits on behalf of GHP consistent with the Security Rule, 45 C.F.R. Part 164, Subpart C.

VIII. INSPECTION OF INTERNAL PRACTICES, BOOKS, AND RECORDS

Florida Blue will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to GHP and to DHHS to determine GHP's compliance with 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information."

PART 3—EMPLOYER'S RESPONSIBILITIES

IX. DATA EXCHANGE BETWEEN EMPLOYER AND FLORIDA BLUE

A. Enrollment Data

Florida Blue may disclose to the Employer the minimum necessary information regarding whether an individual is a Covered Person participating in GHP or enrolled or disenrolled from coverage under the GHP.

The Employer may electronically exchange data with Florida Blue regarding the enrollment and disenrollment of Covered Persons as participants in GHP using the Enrollment and Disenrollment in Health Plan Standard Transaction (ASC X12N 834-Benefit Enrollment and Maintenance) as specified in 45 C.F.R. Part 162, Subpart O.

B. Other Data Exchanges and Notifications

The Employer will exchange with Florida Blue all data not otherwise addressed in this Section IX and any notification by using such forms, tape formats, or electronic formats as Florida Blue may approve. The Employer will furnish all information reasonably required by Florida Blue to effect such data exchanges or notifications.

X. SUMMARY HEALTH INFORMATION

Upon the Employer's written request for the purpose either (A) to obtain premium bids for providing health insurance coverage under GHP, or (B) to modify, amend, or terminate GHP, Florida Blue will provide Summary Health Information regarding the Covered Persons participating in GHP to the Employer.

XI. EMPLOYER'S CERTIFICATION

The Employer hereby makes the certification specified in **EXHIBIT 2** so that the Employer may request and receive the minimum necessary Protected Health Information from Florida Blue for those plan administration functions that the Employer will perform for GHP. GHP therefore authorizes Florida Blue to disclose the minimum necessary Protected Health Information to those authorized representatives of the Employer as specified in **EXHIBIT 3** for the plan administration functions that the Employer will perform for GHP as specified in GHP's Plan Document as amended and in **EXHIBIT 3**. Florida Blue may rely on the Employer's certification and GHP's authorization that the Employer has provided the requisite certification and will have no obligation to verify (1) that GHP's Plan Document has been amended to comply with the requirements of 45 C.F.R. § 164.504(f)(2), 45 C.F.R. § 164.314(b)(2), or this Section XI, or (2) that the Employer is complying with GHP's Plan Document as amended.

PART 4—MISCELLANEOUS

XII. AUTOMATIC AMENDMENT TO CONFORM TO APPLICABLE LAW

Upon the compliance date of any final regulation or amendment to final regulation with respect to Protected Health Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS applicable to this Addendum or to the Agreement, this Addendum will automatically amend such that the obligations imposed on the Employer, GHP, and Florida Blue remain in compliance with such regulations, unless Florida Blue elects to terminate the Agreement by providing the Employer and GHP notice of termination in accordance with the Agreement at least **90** days before the compliance date of such final regulation or amendment to final regulation.

XIII. CONFLICTS

The provisions of this Addendum will override and control any conflicting provision of the Agreement. All nonconflicting provisions of the Agreement will remain in full force and effect.

XIV. ADD GHP AS A PARTY TO AGREEMENT

Notwithstanding Section 3.1 of the Agreement, in order to make clear the respective HIPAA-AS compliance obligations of Florida Blue, GHP, and the Employer, as set forth in this Addendum, GHP shall hereby be added as a separate party to the Agreement.

XV. REVISION TO SECTION 3.3

The first sentence of Section 3.3 of the Agreement shall be deleted and replaced as follows: "The Florida Blue shall provide claims processing services on behalf of the Group Health Plan."

XVI. REVISION TO SECTION 3.6

In order for GHP to be able to comply with its obligations under the HIPAA-AS Privacy and Security Rules and for the Employer and Florida Blue to be able to comply with their obligations hereunder, the terms and conditions of Section 3.6 of the Agreement, and any subsequent amendments made thereto by the parties, shall be made subject to this Addendum.

XVII. REVISION TO SECTION 6.6

Section 6.6 of the Agreement shall be given effect except with respect to the subject matter of this Addendum, in which case Section XIII of this Addendum shall control.

XVIII. COMPLIANCE DATE FOR SECURITY OBLIGATIONS

Florida Blue's security obligations as set forth in Sections III.F, III.H.2, and VII.B herein shall take effect the later of (A) the last date set forth in PART 5 below or (B) the compliance deadline of the HIPAA-AS Security Rule (which is, as of the date hereof, April 20, 2005 or April 20 2006 for Small Health Plans).

XVIX. HITECH COMPLIANCE

Florida Blue shall comply with all applicable requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), 42 U.S.C. Sections 17921-17954 and all applicable HITECH implementing regulations issued by the Department of Health and Human Services as of the date by which Florida Blue must comply with such statutory and regulatory requirements.

PART 5—SIGNATURES

**Blue Cross and Blue Shield
of Florida, Inc. d/b/a Florida Blue**

By: [Signature]
Title: VP, Sales Operations
Date: 2/5/15

**Santa Rosa County School Board
Group Health Plan**

By: [Signature]
Title: Superintendent of Schools
Date: 1/6/15

Santa Rosa County School Board

By: [Signature]
Title: Superintendent of Schools
Date: 1/6/15

EXHIBIT 1—SAMPLE NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Si usted desea una copia de esta notificación en español, por favor comuníquese con un representante de servicio al cliente utilizando el número telefónico indicado en su tarjeta de asegurado.

**Health Insurance Portability And Accountability Act- Administrative Simplification
(HIPAA-AS)**

Notice of Privacy Practices

for your group health plan Sponsored by your employer and for which Blue Cross and Blue Shield of Florida, Inc. or Health Options, Inc. provides claim administration and other services.

Our Legal Duty

As your health plan, we are required by applicable federal and state laws to maintain the privacy of your protected health information (PHI). This notice describes our privacy practices, our legal duties, and your rights concerning your PHI. We will follow the privacy practices that are described in this notice while it is in effect. This notice took effect **April 14, 2003**, and will remain in effect until a revised notice is issued.

We reserve the right to change our privacy practices and the terms of this notice at any time and to make the terms of our notice effective for all PHI that we maintain.

Before we make a significant change in our privacy practices, we will change this notice and send the new notice to you.

How we can use or disclose PHI without a specific authorization

To You: We must disclose your PHI to you, as described in the Individual Rights section of this notice.

For Treatment: For example: we may disclose PHI in an electronic health record we create from claims information, to a doctor or hospital at their request, in order for them to provide treatment to you. Additionally, we may disclose PHI to a doctor, dentist or a hospital at their request for their treatment purposes.

For Payment: For example: we may use and disclose PHI to pay claims for services provided to you by doctors, dentists or hospitals. We may also disclose your PHI to a health care provider or another health plan so that the provider or plan may obtain payment of a claim or engage in other payment activities.

For Health Care Operations: For example: we may use or disclose PHI to conduct quality assessment and improvement activities, to conduct fraud and abuse investigations, to engage in care coordination or case management or to communicate with you about health related benefits and services or about treatment alternatives that may be of interest to you. We may also disclose PHI to a health care provider or another health plan subject to federal privacy laws, as long as the provider or plan has or had a relationship with you and the PHI is disclosed only for certain health care operations of that provider or plan. We may also disclose PHI to other entities with which we have contracted to perform or provide certain services on our behalf (i.e. business associates).

For Public Health and Safety: We may use or disclose PHI to the extent necessary to avert a serious and imminent threat to the health or safety of you or others. We may also disclose PHI for public health and government health care oversight activities and to report suspected abuse, neglect or domestic violence to government authorities.

As Required by Law: We may use or disclose PHI when we are required to do so by law.

For Process and Proceedings: We may disclose PHI in response to a court or administrative order, subpoena, discovery request, or other lawful process.

For Law Enforcement: We may disclose PHI to a law enforcement official with regard to crime victims and criminal activities.

Special Government Functions: We may disclose the PHI of military personnel or inmates or other persons in lawful custody under certain circumstances. We may disclose PHI to authorized federal officials for lawful national security activities.

To Plan Sponsors (including employers who act as Plan Sponsors): We may disclose enrollment and disenrollment information to the Plan Sponsor of your group health plan. We may also disclose certain PHI to the Plan Sponsor to perform plan administration functions. We may disclose summary health information to the Plan Sponsor so that the Plan Sponsor may:

- Obtain premium bids
- Decide whether to amend, modify or terminate your group health plan

For Research, Death, and Organ Donation: We may use or disclose PHI in certain circumstances related to research, death or organ donation.

For Workers Compensation: We may disclose PHI as permitted by workers' compensation and similar laws.

Uses and disclosures of PHI permitted only after authorization is received

Authorization: You may give us written authorization to use your PHI or to disclose it to anyone for any purpose not otherwise permitted or required by law. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect.

To Family and Friends: While the law permits us in certain circumstances to disclose your PHI to family, friends and others, we will do so only with your authorization. In the event you are unable to authorize such disclosure, but emergency or similar circumstances indicate that disclosure would be in your best interest, we may disclose your PHI to family, friends or others to the extent necessary to help with your health care coverage arrangements.

Individual Rights

To exercise any of these rights, please call the customer service number on your ID card.

Access: With limited exceptions, you have the right to review in person, or obtain copies of your PHI. We may charge you a reasonable fee as allowed by law.

Amendment: With limited exceptions, you have the right to request that we amend your PHI.

Disclosure Accounting: You have the right to request and receive a list of certain disclosures made of your PHI. If you request this list more than once in a 12-month

period, we may charge you a reasonable fee as allowed by law to respond to any additional request.

Use/Disclosure Restriction: You have the right to request that we restrict our use or disclosure of your PHI for certain purposes. We are not required to agree to a requested restriction. We will agree to restrict the use or disclosure of your PHI provided the law allows and we determine the restriction does not impact our ability to administer your benefits. Even when we agree to a restriction request, we may still disclose your PHI in a medical emergency, and use or disclose your PHI for public health and safety and other similar public benefit purposes permitted or required by law.

Confidential Communication: You have the right to request that we communicate with you in confidence about your PHI at an alternative address. When you call the customer service number on your ID card to request confidential communications at an alternative address, please ask for a PHI address.

NOTE: If you choose to have confidential communications sent to you at a PHI address, we will only respond to inquiries from you. If you receive services from any health care providers, you are responsible for notifying those providers directly if you would like a PHI address from them.

Privacy Notice: You have the right to request and receive a copy of this notice at any time. For more information or if you have questions about this notice, please contact us using the information listed at the end of this notice.

Organizations Covered by this Notice

This Notice applies to the privacy practices of the organizations listed below:

Your group health plan sponsored by your employer and for which Florida Blue or Health Options, Inc. provides claim administration and other services.

Complaints

If you are concerned that we may have violated your privacy rights, you may complain to us using the contact information listed at the end of this notice. You may also submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address for the U.S. Department of Health and Human Services upon request.

We support your right to protect the privacy of your PHI. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Contact Office: Florida Blue Corporate Compliance Office, administrative service provider for your group health plan.

Telephone: 888-574-2583

Address: P.O. Box 44283, Jacksonville, FL 32203-4283

Blue Cross and Blue Shield of Florida, Inc. and its subsidiary, Health Options, Inc., are Independent Licensees of the Blue Cross and Blue Shield Association.

EXHIBIT 2—EMPLOYER'S CERTIFICATION

PART 1 – The Employer to Amend Plan Documents for Privacy provisions

The Employer certifies that the Employer has amended GHP's Plan Document to incorporate the provisions required by 45 C.F.R. § 164.504(f)(2), as set forth below, and agrees to comply with GHP's Plan Document as amended.

1. Neither use nor further disclose Protected Health Information, except as permitted or required by GHP's Plan Document or as required by law.
2. Neither use nor disclose Protected Health Information for any employment-related action or decision, or in connection with any other benefit or employee benefit plan of the Employer.
3. Ensure adequate separation between the Employer and GHP by (a) describing those employees or classes of employees or other persons under the Employer's control who will be given access to Protected Health Information to perform plan administration functions for GHP, (b) restricting the access to and use of Protected Health Information by such employees or other persons to the plan administration functions that the Employer will perform for GHP, and (c) instituting an effective mechanism for resolving any noncompliance with GHP's Plan Document by such employees or other persons.
4. Ensure that any subcontractor or agent to which the Employer provides Protected Health Information agrees to the restrictions and conditions of GHP's Plan Document with respect to Protected Health Information.
5. Report to GHP any use or disclosure of Protected Health Information of which the Employer becomes aware that is inconsistent with the uses and disclosures allowed by GHP's Plan Document.
6. Make Protected Health Information available to GHP or, at GHP's direction, to the Covered Person who is the subject of Protected Health Information (or the Covered Person's Personal Representative) so that GHP can meet its access obligations under 45 C.F.R. § 164.524.

7. Make Protected Health Information available to GHP for amendment and, on notice from GHP, amend Protected Health Information, so that GHP can meet its amendment obligations under 45 C.F.R. § 164.526.
8. Record Disclosure Information as defined above for each disclosure that the Employer makes of Protected Health Information that is not excepted from disclosure accounting and provide that Disclosure Information to GHP on request so that GHP can meet its disclosure accounting obligations under 45 C.F.R. § 164.528.
9. Make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to GHP and to DHHS to determine GHP's compliance with 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information."
10. Return to GHP or destroy if feasible all Protected Health Information in whatever form or medium that the Employer (and any subcontractor or agent of the Employer) received from GHP or Florida Blue, including all copies thereof and all data, compilations, and other works derived there from that allow identification of any present or past Covered Person who is the subject of Protected Health Information, when the Employer no longer needs Protected Health Information for the plan administration functions for which the Employer received Protected Health Information. The Employer will limit the use or disclosure of any of Protected Health Information that the Employer (or any subcontractor or agent of the Employer) cannot feasibly return to GHP or destroy to the purposes that make its return to GHP or destruction infeasible.

PART 2 – The Employer to Amend Plan Documents for Security provisions

The Employer further certifies that the Employer has amended GHP's Plan Document to incorporate the provisions required by 45 C.F.R. § 164.314(b)(2), as set forth below, and agrees to comply with GHP's Plan Document as amended.

1. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, receives, maintains or transmits on GHP's behalf.
2. Ensure that the adequate separation between the Employer and GHP required by 45 C.F.R. § 164.504(f)(2)(iii) (as described in item 3 above) is supported by reasonable and appropriate Security Measures.
3. Ensure that any subcontractor or agent to which the Employer provides Electronic Protected Health Information agrees to implement reasonable and appropriate Security Measures to protect the Electronic Protected Health Information.

4. Report to GHP any incident of which the Employer becomes aware that is (a) a successful unauthorized access, use or disclosure of Electronic Protected Health Information; or (b) a successful major (i) modification or destruction of Electronic Protected Health Information or (ii) interference with system operations in an Information System containing Electronic Protected Health Information. Upon GHP's request, the Employer will report any incident of which the Employer becomes aware that is a successful minor (a) modification or destruction of Electronic Protected Health Information or (b) interference with system operations in an Information System containing Electronic Protected Health Information.

EXHIBIT 3— DISCLOSURE OF PROTECTED HEALTH INFORMATION FOR PLAN ADMINISTRATION

Group Health Plan ("GHP") must promptly notify Florida Blue in writing if any of the information contained in EXHIBIT 3 changes.

PART 1

Name(s) and Title(s) of the Employer representatives (i.e. employees of the Employer) authorized to request and receive the minimum necessary Protected Health Information from Florida Blue:

Karen Retherford, Risk Manager
Cindy McDonald, Business Associate
Ivon Ladner, Business Associate

for the performance of the following plan administration functions for GHP unless otherwise indicated by GHP:

- Actuarial and statistical analysis
- Claims/membership inquiries
- Procurement of reinsurance or stop loss coverage
- Quality assessment and improvement activities
- Performance monitoring
- Other health care operations
- Payment activities

PART 2

Identify the name(s), title(s) and company name(s) of any individual(s) from organizations other than the Employer or Group Health Plan ("GHP") (examples of such "GHP Vendor" types of services include, but are not limited to, stop-loss carriers; reinsurers; agents, brokers or consultants; or external auditors) that the Employer or GHP hereby authorizes to request and receive the minimum necessary Protected Health Information to perform

plan administration functions and/or assist with the procurement of reinsurance or stop-loss coverage:

Company Name	Type of Service Performed (Example: stop-loss carrier, reinsurer, agent, broker)	Name of Individual Performing Service	Title of Individual Performing Service
Fisher Brown Bottrell Insurance	Agent	Mike Carraway	Senior Vice President
Benefit Help	Open Enrollment-adds/terms	Jo Ellen Stockel	Operations Manager
Godfrey Downs	Consultant		

EXHIBIT "D"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE
and
SANTA ROSA COUNTY SCHOOL BOARD

CONFIDENTIALITY AND INDEMNITY AGREEMENT

This Agreement, effective January 1, 2015 is entered into between Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue (hereinafter "Florida Blue"), Santa Rosa County School Board (hereinafter "Employer") and Fisher Brown Bottrell Insurance (hereinafter "Agent").

WHEREAS, Employer has established and maintains a self-insured Employee Welfare Benefit Plan pursuant to the Employee Retirement Income Security Act of 1974 to provide certain benefits as its Group Health Plan (hereinafter "Plan") for covered group members and their covered dependents; and

WHEREAS, Florida Blue and Employer have entered into an agreement for the administration of the Group Health Plan (hereinafter "Administrative Services Agreement"); and

WHEREAS, Employer has directed Florida Blue to provide Agent access to certain Confidential Information (hereinafter defined) mutually agreed upon by the parties, which Employer has determined is necessary for Agent to perform certain services for the Employer; and

WHEREAS, Florida Blue desires to safeguard the confidentiality of the medical claims and other information acquired with regard to the covered group members and their covered dependents; to safeguard information which Florida Blue considers to be confidential, proprietary and/or competitively-sensitive trade secret information; and

WHEREAS, Employer and Agent recognize the legitimate interests of Florida Blue and the individuals whose health benefits are administered by Florida Blue in the proprietary, confidential, and private nature of such Confidential Information, and Florida Blue is willing to provide the Confidential Information only if its use is restricted to the purpose for which it is released and its confidentiality is maintained;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. For the purposes of this Agreement, "Confidential Information" means the information listed below in this Paragraph 1, any information that Agent learns or becomes aware of, directly or

indirectly, through the disclosure of Confidential Information, and any and all summaries, distillations, excerpts, work product or other documents utilizing or incorporating same, whether in whole or in part.

- Medical claim record information concerning individuals covered under the Plan,
- Florida Blue's provider contract information, e.g., allowances, fee schedules, etc., and
- any other information designated by Florida Blue as confidential, Trade Secret, or proprietary.

Confidential Information shall not include information that (i) is already known to Agent on effective date of this Agreement; (ii) is or becomes known to the general public other than as a direct or indirect result of any act or omission of Employer, Agent, or the affiliates, officers, directors, partners, employees, or agents (collectively, the "Related Parties") of Employer or Agent; (iii) is lawfully received by Agent from a third party that Agent has verified is free to disclose the information without restriction on disclosure; or (iv) is independently developed by Agent without use of Confidential Information.

For the purposes of this Agreement, "Trade Secret Information" means competitively-sensitive information such that it is advantageous to Florida Blue in the marketplace and which Florida Blue considers to be a trade secret protected from public disclosure, including protection from disclosure in any meeting which is subject to Florida's Government in the Sunshine Law, § 286.011, *Florida Statutes*.

2. Subject to applicable laws, Florida Blue will release Confidential Information to Agent in confidence and solely for Agent use in performing certain services for Employer; provided that Employer is in compliance with all other terms and conditions of this Agreement and the Administrative Services Agreement and Agent is in compliance with all other terms and conditions of this Agreement.
3. Agent agrees (i) to request and use only the minimum amount of Confidential Information necessary for Agent to perform the services for Employer; (ii) to protect any and all Confidential Information Agent receives from unauthorized access, use and disclosure; (iii) not to use the Confidential Information for any purpose other than performing the services for Employer; (iv) not to record, copy, or reproduce any Confidential Information in any form, except to the extent necessary to perform the services for Employer; (v) not to disclose the Confidential Information to, or otherwise permit to access the Confidential Information, any third party, including without limitation Agent's Related Parties, except as expressly provided herein or with Florida Blue's prior written consent; (vi) to limit access to and use of the Confidential Information to those of Agent's employees who have a need to know such information for the purpose of performing the services and have acknowledged, in a writing which will be made available to Florida Blue upon request, their individual agreement to the terms hereof; and (vii) to take any and all other steps necessary to safeguard Confidential

Information against unauthorized access, use, and disclosure to at least the extent Agent maintains the confidentiality of its most proprietary and confidential information.

4. Agent shall promptly report in writing to Florida Blue any use or disclosure of Confidential Information not provided for under this Agreement, of which Agent becomes aware, but in no event later than within five business days of first learning of any such use or disclosure. Agent shall mitigate, to the extent practicable, any harmful effect that is known to Agent of a use or disclosure of Confidential Information by Agent in violation of this Agreement.
5. Agent may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation; provided, however, that (i) Agent will provide Florida Blue with immediate written notice of any request that Agent disclose Confidential Information, so that Florida Blue may object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Agent shall disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Agent disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.
6. By disclosing Confidential Information to Agent under this Agreement (including but not limited to information incorporated in computer software or held in electronic storage media), Florida Blue grants Agent no ownership right or interest in the Confidential Information. When Agent no longer needs the Confidential Information for the purpose for which it was disclosed but no later than the expiration or termination of this Agreement, Agent shall collect and return to Florida Blue or destroy all Confidential Information received from or on behalf of Florida Blue that Agent has in its control or custody in any form and shall retain no copies of such information. Agent shall complete these obligations as promptly as possible. Upon request, an authorized officer of Agent shall certify on oath to Florida Blue that all Confidential Information has been returned or destroyed and deliver such certification to Florida Blue within ten (10) business days of its request. If return or destruction of any Confidential Information is not feasible, Agent shall limit further uses and disclosures of such Confidential Information to those purposes making return or destruction infeasible and continue to apply the protections of this Agreement to such Confidential Information for so long as Agent retains such Confidential Information. Agent may, subject to its continued adherence to its obligations of confidentiality as defined in this Agreement, retain one copy of documents containing Confidential Information to defend its work product and to comply with applicable insurance record-keeping laws and regulations.
7. In the event that Agent performs any of the services on Florida Blue's premises, Agent agrees not to remove from Florida Blue's premises any Confidential Information that is provided to or obtained by the Agent on such premises, without the prior written consent of Florida Blue.
8. Any report or transmittal to Employer by Agent that contains or pertains to oral or written Confidential Information shall not contain any information designated by Florida Blue as trade secret or proprietary.

9. Employer and Agent shall comply with all applicable federal, state or local laws, rules, or regulations or any other order of any authorized court, agency, or regulatory commission, and all applicable professional standards and practices, regulating the disclosure of patient records or private or medically sensitive information pursuant to this Agreement, including without limitation, information relating to the treatment of alcohol and drug abuse dependency or patient records, HIV testing results, and psychological or psychiatric evaluation.
10. To the extent permitted by law now or hereinafter enacted, Employer agrees to indemnify, defend, and hold Florida Blue and each of its officers, directors, employees, agents, and other representatives (collectively, "Florida Blue's Related Parties") harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Florida Blue or Florida Blue's Related Parties may incur arising out of or relating to the disclosure of Confidential Information to Employer and Agent.
11. Agent agrees to indemnify, defend, and hold Florida Blue and Florida Blue's Related Parties harmless from any actual or threatened Liability, that Florida Blue or Florida Blue's Related Parties may incur arising out of or in connection with any actual or alleged breach by Agent or any of Agent's Related Parties of any applicable law, regulation, or other legal mandate or any provision of this Agreement.
12. Florida Blue shall have the option to either provide its own legal counsel or arrange for outside counsel for the defense of such matters referenced above, and the costs of either shall be borne by the indemnifying party in the event of indemnification.
13. Employer and Agent acknowledge and agree that Florida Blue operates in a highly regulated and competitive environment and that the unauthorized use or disclosure of Confidential Information will cause irreparable harm and significant injury to Florida Blue, which will be difficult to measure with certainty or to compensate through money damages. Accordingly, Florida Blue shall be entitled to seek injunctive or other equitable relief, without bond, and/or specific performance as a remedy for any breach of this Agreement. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.
14. It is understood and agreed that no failure or delay by Florida Blue in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
15. Upon occurrence of any of the following, this Agreement shall terminate without notice, unless notice is specifically required:
 - a. Termination of the Administrative Services Agreement.

- b. If Florida Blue determines at its own discretion that the Confidential Information released pursuant to this Agreement is not being adequately protected by either Employer or Agent for confidentiality purposes.
 - c. Upon fifteen (15) days' notice to Employer and Agent, as appropriate. Such notice shall be given without need for cause.
 - d. Upon any attempt by Employer and Agent (which attempts shall be null and void) to assign this Agreement or the right to receive information, without the prior express consent of Florida Blue.
 - e. Upon enactment of or the effective date of, whichever first occurs, any applicable state or federal law or any rule or regulation of any agency having applicable jurisdiction, which law, rule or regulation shall prohibit (in part or in full) Florida Blue from fulfilling its obligations hereunder. No penalty, liability or damage shall be applicable or claimed by Employer and Agent against Florida Blue in such event.
16. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties and neither party shall have the right to bind the other to any contracts, agreements, or other obligations without the express, written consent of an authorized representative of the other.
17. This Agreement shall be governed and construed by the laws of the State of Florida (irrespective of its choice of law principles). It constitutes the entire Agreement between the parties in reference to all matters expressed in the Agreement. All previous discussions, promises, representations, and understandings between the parties pertaining thereto, if any, being merged herein.
18. This Agreement may not be assigned, nor any obligations delegated, by Employer and Agent, without the prior written consent of Florida Blue, and any such non-permitted assignment or delegation shall be void.
19. In the event any provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Florida Legislature or by any regulation duly promulgated by the officers of the United States or the State of Florida acting in accordance with law, or if declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
20. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.
21. The obligation of Employer and Agent to protect the privacy and/or competitively sensitive nature of the Confidential Information as specified in this Agreement shall be continuous and survive the expiration or termination of this Agreement. In addition, any provision of this Agreement which requires or reasonably contemplates the performance or existence of

obligations by either party after termination or expiration of this Agreement shall survive such termination or expiration.

22. This Agreement may be amended by mutual agreement of the parties, but no such amendment shall become effective until it is reduced to writing and signed by duly authorized representatives of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as set forth below.

SANTA ROSA COUNTY SCHOOL BOARD

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE

By: 

By: 

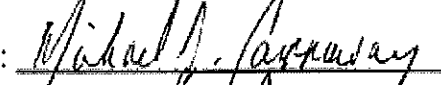
Title: Superintendent of Schools

Title: VP Sales Operations

Date: 1/6/15

Date: 2/5/15

FISHER BROWN BOTTRELL INSURANCE

By: 

Title: Sr. Vice President

Date: 1/9/15

EXHIBIT "D1"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE
and
SANTA ROSA COUNTY SCHOOL BOARD

CONFIDENTIALITY AND INDEMNITY AGREEMENT

This Agreement, effective January 1, 2015 is entered into between Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue (hereinafter "Florida Blue"), Santa Rosa County School Board (hereinafter "Employer") and Benefit Help (hereinafter "Enrollment Vendor").

WHEREAS, Employer has established and maintains a self-insured Employee Welfare Benefit Plan pursuant to the Employee Retirement Income Security Act of 1974 to provide certain benefits as its Group Health Plan (hereinafter "Plan") for covered group members and their covered dependents; and

WHEREAS, Florida Blue and Employer have entered into an agreement for the administration of the Group Health Plan (hereinafter "Administrative Services Agreement"); and

WHEREAS, Employer has directed Florida Blue to provide Enrollment Vendor access to certain Confidential Information (hereinafter defined) mutually agreed upon by the parties, which Employer has determined is necessary for Enrollment Vendor to perform certain services for the Employer; and

WHEREAS, Florida Blue desires to safeguard the confidentiality of the medical claims and other information acquired with regard to the covered group members and their covered dependents; to safeguard information which Florida Blue considers to be confidential, proprietary and/or competitively-sensitive trade secret information; and

WHEREAS, Employer and Enrollment Vendor recognize the legitimate interests of Florida Blue and the individuals whose health benefits are administered by Florida Blue in the proprietary, confidential, and private nature of such Confidential Information, and Florida Blue is willing to provide the Confidential Information only if its use is restricted to the purpose for which it is released and its confidentiality is maintained;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

23. For the purposes of this Agreement, "Confidential Information" means the information listed below in this Paragraph 1, any information that Enrollment Vendor learns or becomes aware of, directly or indirectly, through the disclosure of Confidential Information, and any and all summaries, distillations, excerpts, work product or other documents utilizing or incorporating same, whether in whole or in part.
- Medical claim record information concerning individuals covered under the Plan,
 - Florida Blue's provider contract information, e.g., allowances, fee schedules, etc., and
 - any other information designated by Florida Blue as confidential, Trade Secret, or proprietary.

Confidential Information shall not include information that (i) is already known to Enrollment Vendor on effective date of this Agreement; (ii) is or becomes known to the general public other than as a direct or indirect result of any act or omission of Employer, Enrollment Vendor, or the affiliates, officers, directors, partners, employees, or agents (collectively, the "Related Parties") of Employer or Enrollment Vendor; (iii) is lawfully received by Enrollment Vendor from a third party that Enrollment Vendor has verified is free to disclose the information without restriction on disclosure; or (iv) is independently developed by Enrollment Vendor without use of Confidential Information.

For the purposes of this Agreement, "Trade Secret Information" means competitively-sensitive information such that it is advantageous to Florida Blue in the marketplace and which Florida Blue considers to be a trade secret protected from public disclosure, including protection from disclosure in any meeting which is subject to Florida's Government in the Sunshine Law, § 286.011, *Florida Statutes*.

24. Subject to applicable laws, Florida Blue will release Confidential Information to Enrollment Vendor in confidence and solely for Enrollment Vendor use in performing certain services for Employer; provided that Employer is in compliance with all other terms and conditions of this Agreement and the Administrative Services Agreement and Enrollment Vendor is in compliance with all other terms and conditions of this Agreement.
25. Enrollment Vendor agrees (i) to request and use only the minimum amount of Confidential Information necessary for Enrollment Vendor to perform the services for Employer; (ii) to protect any and all Confidential Information Enrollment Vendor receives from unauthorized access, use and disclosure; (iii) not to use the Confidential Information for any purpose other than performing the services for Employer; (iv) not to record, copy, or reproduce any Confidential Information in any form, except to the extent necessary to perform the services for Employer; (v) not to disclose the Confidential Information to, or otherwise permit to access the Confidential Information, any third party, including without limitation Enrollment Vendor's Related Parties, except as expressly provided herein or with Florida Blue's prior written consent; (vi) to limit access to and use of the Confidential Information to those of Enrollment Vendor's employees who have a need to know such information for the purpose of

performing the services and have acknowledged, in a writing which will be made available to Florida Blue upon request, their individual agreement to the terms hereof; and (vii) to take any and all other steps necessary to safeguard Confidential Information against unauthorized access, use, and disclosure to at least the extent Enrollment Vendor maintains the confidentiality of its most proprietary and confidential information.

26. Enrollment Vendor shall promptly report in writing to Florida Blue any use or disclosure of Confidential Information not provided for under this Agreement, of which Enrollment Vendor becomes aware, but in no event later than within five business days of first learning of any such use or disclosure. Enrollment Vendor shall mitigate, to the extent practicable, any harmful effect that is known to Enrollment Vendor of a use or disclosure of Confidential Information by Enrollment Vendor in violation of this Agreement.
27. Enrollment Vendor may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation; provided, however, that (i) Enrollment Vendor will provide Florida Blue with immediate written notice of any request that Enrollment Vendor disclose Confidential Information, so that Florida Blue may object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Enrollment Vendor shall disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Enrollment Vendor disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.
28. By disclosing Confidential Information to Enrollment Vendor under this Agreement (including but not limited to information incorporated in computer software or held in electronic storage media), Florida Blue grants Enrollment Vendor no ownership right or interest in the Confidential Information. When Enrollment Vendor no longer needs the Confidential Information for the purpose for which it was disclosed but no later than the expiration or termination of this Agreement, Enrollment Vendor shall collect and return to Florida Blue or destroy all Confidential Information received from or on behalf of Florida Blue that Enrollment Vendor has in its control or custody in any form and shall retain no copies of such information. Enrollment Vendor shall complete these obligations as promptly as possible. Upon request, an authorized officer of Enrollment Vendor shall certify on oath to Florida Blue that all Confidential Information has been returned or destroyed and deliver such certification to Florida Blue within ten (10) business days of its request. If return or destruction of any Confidential Information is not feasible, Enrollment Vendor shall limit further uses and disclosures of such Confidential Information to those purposes making return or destruction infeasible and continue to apply the protections of this Agreement to such Confidential Information for so long as Enrollment Vendor retains such Confidential Information. Enrollment Vendor may, subject to its continued adherence to its obligations of confidentiality as defined in this Agreement, retain one copy of documents containing Confidential Information to defend its work product and to comply with applicable insurance record-keeping laws and regulations.

29. In the event that Enrollment Vendor performs any of the services on Florida Blue's premises, Enrollment Vendor agrees not to remove from Florida Blue's premises any Confidential Information that is provided to or obtained by the Enrollment Vendor on such premises, without the prior written consent of Florida Blue.
30. Any report or transmittal to Employer by Enrollment Vendor that contains or pertains to oral or written Confidential Information shall not contain any information designated by Florida Blue as trade secret or proprietary.
31. Employer and Enrollment Vendor shall comply with all applicable federal, state or local laws, rules, or regulations or any other order of any authorized court, agency, or regulatory commission, and all applicable professional standards and practices, regulating the disclosure of patient records or private or medically sensitive information pursuant to this Agreement, including without limitation, information relating to the treatment of alcohol and drug abuse dependency or patient records, HIV testing results, and psychological or psychiatric evaluation.
32. To the extent permitted by law now or hereinafter enacted, Employer agrees to indemnify, defend, and hold Florida Blue and each of its officers, directors, employees, agents, and other representatives (collectively, "Florida Blue's Related Parties") harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Florida Blue or Florida Blue's Related Parties may incur arising out of or relating to the disclosure of Confidential Information to Employer and Enrollment Vendor.
33. Enrollment Vendor agrees to indemnify, defend, and hold Florida Blue and Florida Blue's Related Parties harmless from any actual or threatened Liability, that Florida Blue or Florida Blue's Related Parties may incur arising out of or in connection with any actual or alleged breach by Enrollment Vendor or any of Enrollment Vendor's Related Parties of any applicable law, regulation, or other legal mandate or any provision of this Agreement.
34. Florida Blue shall have the option to either provide its own legal counsel or arrange for outside counsel for the defense of such matters referenced above, and the costs of either shall be borne by the indemnifying party in the event of indemnification.
35. Employer and Enrollment Vendor acknowledge and agree that Florida Blue operates in a highly regulated and competitive environment and that the unauthorized use or disclosure of Confidential Information will cause irreparable harm and significant injury to Florida Blue, which will be difficult to measure with certainty or to compensate through money damages. Accordingly, Florida Blue shall be entitled to seek injunctive or other equitable relief, without bond, and/or specific performance as a remedy for any breach of this Agreement. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

36. It is understood and agreed that no failure or delay by Florida Blue in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
37. Upon occurrence of any of the following, this Agreement shall terminate without notice, unless notice is specifically required:
- f. Termination of the Administrative Services Agreement.
 - g. If Florida Blue determines at its own discretion that the Confidential Information released pursuant to this Agreement is not being adequately protected by either Employer or Enrollment Vendor for confidentiality purposes.
 - h. Upon fifteen (15) days' notice to Employer and Enrollment Vendor, as appropriate. Such notice shall be given without need for cause.
 - i. Upon any attempt by Employer and Enrollment Vendor (which attempts shall be null and void) to assign this Agreement or the right to receive information, without the prior express consent of Florida Blue.
 - j. Upon enactment of or the effective date of, whichever first occurs, any applicable state or federal law or any rule or regulation of any agency having applicable jurisdiction, which law, rule or regulation shall prohibit (in part or in full) Florida Blue from fulfilling its obligations hereunder. No penalty, liability or damage shall be applicable or claimed by Employer and Enrollment Vendor against Florida Blue in such event.
38. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties and neither party shall have the right to bind the other to any contracts, agreements, or other obligations without the express, written consent of an authorized representative of the other.
39. This Agreement shall be governed and construed by the laws of the State of Florida (irrespective of its choice of law principles). It constitutes the entire Agreement between the parties in reference to all matters expressed in the Agreement. All previous discussions, promises, representations, and understandings between the parties pertaining thereto, if any, being merged herein.
40. This Agreement may not be assigned, nor any obligations delegated, by Employer and Enrollment Vendor, without the prior written consent of Florida Blue, and any such non-permitted assignment or delegation shall be void.
41. In the event any provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Florida Legislature or by any regulation duly promulgated by the officers of the United States or the State of Florida acting in accordance with law, or if

declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

- 42. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.
- 43. The obligation of Employer and Enrollment Vendor to protect the privacy and/or competitively sensitive nature of the Confidential Information as specified in this Agreement shall be continuous and survive the expiration or termination of this Agreement. In addition, any provision of this Agreement which requires or reasonably contemplates the performance or existence of obligations by either party after termination or expiration of this Agreement shall survive such termination or expiration.
- 44. This Agreement may be amended by mutual agreement of the parties, but no such amendment shall become effective until it is reduced to writing and signed by duly authorized representatives of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as set forth below.

SANTA ROSA COUNTY SCHOOL BOARD

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE

By: [Signature]

By: [Signature]

Title: Superintendent of Schools

Title: VP Sales Operations

Date: 1/6/15

Date: 2/5/15

BENEFIT HELP

By: [Signature]

Title: BR VP Operations

Date: 1/6/15

EXHIBIT "D2"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE
and
SANTA ROSA COUNTY SCHOOL BOARD

CONFIDENTIALITY AND INDEMNITY AGREEMENT

This Agreement, effective January 1, 2015 is entered into between Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue (hereinafter "Florida Blue"), Santa Rosa County School Board (hereinafter "Employer") and Godfrey Downs (hereinafter "Consultant").

WHEREAS, Employer has established and maintains a self-insured Employee Welfare Benefit Plan pursuant to the Employee Retirement Income Security Act of 1974 to provide certain benefits as its Group Health Plan (hereinafter "Plan") for covered group members and their covered dependents; and

WHEREAS, Florida Blue and Employer have entered into an agreement for the administration of the Group Health Plan (hereinafter "Administrative Services Agreement"); and

WHEREAS, Employer has directed Florida Blue to provide Consultant access to certain Confidential Information (hereinafter defined) mutually agreed upon by the parties, which Employer has determined is necessary for Consultant to perform certain services for the Employer; and

WHEREAS, Florida Blue desires to safeguard the confidentiality of the medical claims and other information acquired with regard to the covered group members and their covered dependents; to safeguard information which Florida Blue considers to be confidential, proprietary and/or competitively-sensitive trade secret information; and

WHEREAS, Employer and Consultant recognize the legitimate interests of Florida Blue and the individuals whose health benefits are administered by Florida Blue in the proprietary, confidential, and private nature of such Confidential Information, and Florida Blue is willing to provide the Confidential Information only if its use is restricted to the purpose for which it is released and its confidentiality is maintained;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

45. For the purposes of this Agreement, "Confidential Information" means the information listed below in this Paragraph 1, any information that Consultant learns or becomes aware of, directly

or indirectly, through the disclosure of Confidential Information, and any and all summaries, distillations, excerpts, work product or other documents utilizing or incorporating same, whether in whole or in part.

- Medical claim record information concerning individuals covered under the Plan,
- Florida Blue's provider contract information, e.g., allowances, fee schedules, etc., and
- any other information designated by Florida Blue as confidential, Trade Secret, or proprietary.

Confidential Information shall not include information that (i) is already known to Consultant on effective date of this Agreement; (ii) is or becomes known to the general public other than as a direct or indirect result of any act or omission of Employer, Consultant, or the affiliates, officers, directors, partners, employees, or agents (collectively, the "Related Parties") of Employer or Consultant; (iii) is lawfully received by Consultant from a third party that Consultant has verified is free to disclose the information without restriction on disclosure; or (iv) is independently developed by Consultant without use of Confidential Information.

For the purposes of this Agreement, "Trade Secret Information" means competitively-sensitive information such that it is advantageous to Florida Blue in the marketplace and which Florida Blue considers to be a trade secret protected from public disclosure, including protection from disclosure in any meeting which is subject to Florida's Government in the Sunshine Law, § 286.011, *Florida Statutes*.

46. Subject to applicable laws, Florida Blue will release Confidential Information to Consultant in confidence and solely for Consultant use in performing certain services for Employer; provided that Employer is in compliance with all other terms and conditions of this Agreement and the Administrative Services Agreement and Consultant is in compliance with all other terms and conditions of this Agreement.
47. Consultant agrees (i) to request and use only the minimum amount of Confidential Information necessary for Consultant to perform the services for Employer; (ii) to protect any and all Confidential Information Consultant receives from unauthorized access, use and disclosure; (iii) not to use the Confidential Information for any purpose other than performing the services for Employer; (iv) not to record, copy, or reproduce any Confidential Information in any form, except to the extent necessary to perform the services for Employer; (v) not to disclose the Confidential Information to, or otherwise permit to access the Confidential Information, any third party, including without limitation Consultant's Related Parties, except as expressly provided herein or with Florida Blue's prior written consent; (vi) to limit access to and use of the Confidential Information to those of Consultant's employees who have a need to know such information for the purpose of performing the services and have acknowledged, in a writing which will be made available to Florida Blue upon request, their individual agreement to the terms hereof; and (vii) to take any and all other steps necessary to safeguard Confidential

Information against unauthorized access, use, and disclosure to at least the extent Consultant maintains the confidentiality of its most proprietary and confidential information.

48. Consultant shall promptly report in writing to Florida Blue any use or disclosure of Confidential Information not provided for under this Agreement, of which Consultant becomes aware, but in no event later than within five business days of first learning of any such use or disclosure. Consultant shall mitigate, to the extent practicable, any harmful effect that is known to Consultant of a use or disclosure of Confidential Information by Consultant in violation of this Agreement.
49. Consultant may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation; provided, however, that (i) Consultant will provide Florida Blue with immediate written notice of any request that Consultant disclose Confidential Information, so that Florida Blue may object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Consultant shall disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Consultant disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.
50. By disclosing Confidential Information to Consultant under this Agreement (including but not limited to information incorporated in computer software or held in electronic storage media), Florida Blue grants Consultant no ownership right or interest in the Confidential Information. When Consultant no longer needs the Confidential Information for the purpose for which it was disclosed but no later than the expiration or termination of this Agreement, Consultant shall collect and return to Florida Blue or destroy all Confidential Information received from or on behalf of Florida Blue that Consultant has in its control or custody in any form and shall retain no copies of such information. Consultant shall complete these obligations as promptly as possible. Upon request, an authorized officer of Consultant shall certify on oath to Florida Blue that all Confidential Information has been returned or destroyed and deliver such certification to Florida Blue within ten (10) business days of its request. If return or destruction of any Confidential Information is not feasible, Consultant shall limit further uses and disclosures of such Confidential Information to those purposes making return or destruction infeasible and continue to apply the protections of this Agreement to such Confidential Information for so long as Consultant retains such Confidential Information. Consultant may, subject to its continued adherence to its obligations of confidentiality as defined in this Agreement, retain one copy of documents containing Confidential Information to defend its work product and to comply with applicable insurance record-keeping laws and regulations.
51. In the event that Consultant performs any of the services on Florida Blue's premises, Consultant agrees not to remove from Florida Blue's premises any Confidential Information that is provided to or obtained by the Consultant on such premises, without the prior written consent of Florida Blue.

52. Any report or transmittal to Employer by Consultant that contains or pertains to oral or written Confidential Information shall not contain any information designated by Florida Blue as trade secret or proprietary.
53. Employer and Consultant shall comply with all applicable federal, state or local laws, rules, or regulations or any other order of any authorized court, agency, or regulatory commission, and all applicable professional standards and practices, regulating the disclosure of patient records or private or medically sensitive information pursuant to this Agreement, including without limitation, information relating to the treatment of alcohol and drug abuse dependency or patient records, HIV testing results, and psychological or psychiatric evaluation.
54. To the extent permitted by law now or hereinafter enacted, Employer agrees to indemnify, defend, and hold Florida Blue and each of its officers, directors, employees, agents, and other representatives (collectively, "Florida Blue's Related Parties") harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Florida Blue or Florida Blue's Related Parties may incur arising out of or relating to the disclosure of Confidential Information to Employer and Consultant.
55. Consultant agrees to indemnify, defend, and hold Florida Blue and Florida Blue's Related Parties harmless from any actual or threatened Liability, that Florida Blue or Florida Blue's Related Parties may incur arising out of or in connection with any actual or alleged breach by Consultant or any of Consultant's Related Parties of any applicable law, regulation, or other legal mandate or any provision of this Agreement.
56. Florida Blue shall have the option to either provide its own legal counsel or arrange for outside counsel for the defense of such matters referenced above, and the costs of either shall be borne by the indemnifying party in the event of indemnification.
57. Employer and Consultant acknowledge and agree that Florida Blue operates in a highly regulated and competitive environment and that the unauthorized use or disclosure of Confidential Information will cause irreparable harm and significant injury to Florida Blue, which will be difficult to measure with certainty or to compensate through money damages. Accordingly, Florida Blue shall be entitled to seek injunctive or other equitable relief, without bond, and/or specific performance as a remedy for any breach of this Agreement. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.
58. It is understood and agreed that no failure or delay by Florida Blue in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

59. Upon occurrence of any of the following, this Agreement shall terminate without notice, unless notice is specifically required:
- k. Termination of the Administrative Services Agreement.
 - l. If Florida Blue determines at its own discretion that the Confidential Information released pursuant to this Agreement is not being adequately protected by either Employer or Consultant for confidentiality purposes.
 - m. Upon fifteen (15) days' notice to Employer and Consultant, as appropriate. Such notice shall be given without need for cause.
 - n. Upon any attempt by Employer and Consultant (which attempts shall be null and void) to assign this Agreement or the right to receive information, without the prior express consent of Florida Blue.
 - o. Upon enactment of or the effective date of, whichever first occurs, any applicable state or federal law or any rule or regulation of any agency having applicable jurisdiction, which law, rule or regulation shall prohibit (in part or in full) Florida Blue from fulfilling its obligations hereunder. No penalty, liability or damage shall be applicable or claimed by Employer and Consultant against Florida Blue in such event.
60. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties and neither party shall have the right to bind the other to any contracts, agreements, or other obligations without the express, written consent of an authorized representative of the other.
61. This Agreement shall be governed and construed by the laws of the State of Florida (irrespective of its choice of law principles). It constitutes the entire Agreement between the parties in reference to all matters expressed in the Agreement. All previous discussions, promises, representations, and understandings between the parties pertaining thereto, if any, being merged herein.
62. This Agreement may not be assigned, nor any obligations delegated, by Employer and Consultant, without the prior written consent of Florida Blue, and any such non-permitted assignment or delegation shall be void.
63. In the event any provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Florida Legislature or by any regulation duly promulgated by the officers of the United States or the State of Florida acting in accordance with law, or if declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
64. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

65. The obligation of Employer and Consultant to protect the privacy and/or competitively sensitive nature of the Confidential Information as specified in this Agreement shall be continuous and survive the expiration or termination of this Agreement. In addition, any provision of this Agreement which requires or reasonably contemplates the performance or existence of obligations by either party after termination or expiration of this Agreement shall survive such termination or expiration.

66. This Agreement may be amended by mutual agreement of the parties, but no such amendment shall become effective until it is reduced to writing and signed by duly authorized representatives of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as set forth below.

SANTA ROSA COUNTY SCHOOL BOARD

By: [Signature]
Title: Superintendent of Schools
Date: 1/16/15

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE

By: [Signature]
Title: VP, Sales Operations
Date: 2/5/15

GODFREY DOWNS

By: [Signature]
Title: President
Date: 1/15/15