

Non-Disclosure Agreement

This NON-DISCLOSURE AGREEMENT ("Agreement") is entered into by and between Cuyahoga County of Ohio ("Employer"), Sun Life Assurance Company of Canada ("Sun Life"), Employee Benefits International, Inc. ("Consultant"), and United HealthCare Services, Inc. for itself and its affiliated companies ("United") and will be effective on December 6, 2011. These parties acknowledge and agree as follows:

A. Purpose: Employer and United entered into an administrative services agreement under which United provides claims administration and other services for Employer's employee welfare benefit plan ("Plan"). Employer has retained Sun Life to provide stop loss insurance to the Plan and Consultant to provide stop loss coverage services in connection with the Plan (together, the "Services").

B. Confidential Information: Employer has requested that United disclose to Consultant and Sun Life certain documents, statistical information and other information which is commercially valuable, confidential, proprietary, or trade secret ("Proprietary Information") and also materials which may contain confidential health information as defined under 45 C.F.R. Part 160 ("Confidential Health Information"). Proprietary Information and Confidential Health Information shall collectively be referred to in this Agreement as "Confidential Information". United has agreed to disclose this Confidential Information subject to the terms of this Agreement.

Confidential Information disclosed by United to Consultant and Sun Life in connection with the Services, shall be used by Consultant and Sun Life only as permitted by this Agreement. Confidential Information shall not include information: (i) generally available to the public prior to or during the time of the Services through authorized disclosure; or (ii) obtained from a third party who is under no obligation to United not to disclose such information.

C. Systems Access: If United grants Consultant and/or Sun Life the right to access the benefit administration systems that United makes available to facilitate the transfer of Confidential Information ("Systems") the following conditions apply. The Systems, and any documentation with respect to the Systems, shall be treated as Proprietary Information as defined in this Agreement and subject to the same confidentiality restrictions contained herein. This right is nonexclusive and nontransferable, and all rights, title and interest in the Systems remain United's. Consultant and/or Sun Life shall not share, lease or otherwise transfer its right to access and use the Systems to any other person or entity.

In accessing and using the Systems, Consultant and/or Sun Life shall use commercially reasonable security measures, including measures to protect: (a) the confidentiality of user identification and passwords and (b) data accessed through the Systems from unauthorized access or damage, including damage by computer viruses. Consultant and/or Sun Life also agree to comply with our security measures for using the System of which we notify you. Consultant and/or Sun Life will contact United immediately if: (a) any breach of the security procedures is suspected or has occurred; and/or (b) an employee no longer needs Systems access due to termination of employment, or otherwise, so that United may deactivate the employee's identification number or password.

United reserves the right to terminate the Consultant's and/or Sun Life's Systems access at any time. System Access will automatically terminate on the date Consultant's and/or Sun Life's business relationship with Employer ends. Upon termination of Systems access, Consultant and Sun Life will cease all use of the Systems.

D. Electronic Transmission: If Consultant and/or Sun Life receive the Confidential Information from United via electronic means such as FTP transmission, Consultant and Sun Life shall use reasonable physical and software-based security measures, commonly used in the electronic data interchange field, to protect Confidential Information sent to, or received from, United. Consultant and Sun Life shall implement and comply with, and shall not attempt to circumvent or bypass, United's security procedures for the use of the FTP method of Confidential Information transmission. Consultant and Sun Life shall notify United immediately if Consultant or Sun Life is aware of any breach of the security procedures, such as unauthorized use, or if Consultant or Sun Life suspect such a breach. United reserves the right to terminate FTP transmission immediately on the date United reasonably determines that Consultant or Sun Life have breached, or allowed a breach of, this provision of the Agreement. United also reserves

the right to change or upgrade its method of Confidential Information transmission with reasonable notice to Consultant or Sun Life.

E. Permitted Uses: Consultant and Sun Life: (a) shall not use (deemed to include, but not be limited to, using, exploiting, duplicating, recreating, modifying, decompiling, disassembling, reverse engineering, translating, creating derivative works, adding to a Consultant and/or a Sun Life database, or disclosing Confidential Information to another person or permitting any other person to do so) Confidential Information except for purposes of the Services; (b) shall limit use of Confidential Information only to its authorized employees (deemed to include employees as well as individuals who are agents or independent contractors of Consultant or Sun Life who have a need to know for purposes of the Services and who have been advised of the existence and terms of this Agreement and the obligations of confidentiality herein; (c) shall comply with all applicable laws and regulations governing the use and disclosure of information; (d) shall use and require its employees to use, at least the same degree of care to protect the Confidential Information as is used with Consultant's or Sun Life's own proprietary and confidential information; and (e) may release Confidential Information in response to a subpoena or other legal process to disclose Confidential Information, after giving United reasonable prior notice of such disclosure.

F. Employer Access to Confidential Information: Consultant and/or Sun Life will provide to Employer Confidential Information requested by a person designated in writing by Employer to receive Confidential Information, and Employer agrees it will: (a) receive the Confidential Information as Plan Administrator and use same for the limited purpose of satisfying its fiduciary obligation with respect to its administration of the Plan as required under ERISA; (b) comply with all applicable laws and/or regulations for any Confidential Information it receives including, but not limited to, the amendment of any Plan documents in accordance with the Privacy Rule; and (c) not provide access to the Confidential Information to any employee, agent or other designee other than an employee, agent or designee designated by Employer in writing to participate in the activities described herein.

G. Public Records Laws: Employer, Consultant and Vendor understand and acknowledge that United deems the Proprietary Information as commercially valuable, confidential, proprietary and trade secret information in accordance with applicable state and federal open and public record laws. Consequently, Employer, Consultant and Vendor understand and acknowledge that the Proprietary Information would be exempt from public disclosure under state and federal open and public record laws, and will not be released without the prior written consent of United.

The Employer must notify United, in writing, within three (3) days of the Employer's receipt of any such request for the Proprietary Information, under the applicable public records act. Failure to provide such notice to United shall constitute a material breach of this Agreement. Such written notice shall, at a minimum, include a copy of the request for the Proprietary Information. If a request is made for the Proprietary Information, Employer, Consultant and Vendor will give United ten (10) days notice to process the request and to seek the necessary injunction to prevent such release of the Proprietary Information. Employer shall cooperate with United if United chooses to object to any such requests for Proprietary Information.

H. Conclusion of Services: At the conclusion of the Services, Consultant and Sun Life shall either relinquish to United or destroy (with such destruction to be certified to United) all Proprietary Information. If Sun Life determines that it must retain the Proprietary Information for regulatory or document retention purposes, and cannot relinquish or destroy it, then it will extend the protections of this Agreement to it for as long as it shall retain it.

I. Breach: If during the course of the Services it is discovered that this Agreement has been breached by Consultant then all Confidential Information shall be relinquished to United upon demand.

If during the course of the Services, it is discovered that this Agreement has been breached by Sun Life, and Sun Life fails to cure the breach within 30 days of being notified of it, then: (a) all Proprietary Information; and (b) all Confidential Health Information not required to be kept for regulatory or document retention purposes, shall be relinquished upon demand.

J. Indemnification: Unauthorized use of Confidential Information by Consultant or Sun Life is a material breach of this Agreement resulting in irreparable harm to United for which the payment of money damages is inadequate. Employer agrees to indemnify and hold harmless United with respect to United's provision of the Confidential Information to Consultant and/or Sun Life and/or any claims and any damages caused by Consultant's and/or Sun

Life's and/or Employer's breach of this Agreement. Sun Life agrees to indemnify and hold harmless United with respect to any claims and any damages caused by Sun Life's breach of this Agreement and/or resulting from Sun Life's Systems access, if such access has been granted. Consultant agrees to indemnify and hold harmless United with respect to any claims and any damages caused by Consultant's breach of this Agreement and/or resulting from Consultant's Systems access, if such access has been granted.

K. Survival: The requirement to treat all Confidential Health Information as Confidential Information hereunder shall survive the termination of this Agreement. The requirement to treat all Proprietary Information as Confidential Information under this Agreement shall remain in full force and effect so long as any Proprietary Information remains commercially valuable, confidential, proprietary and/or trade secret, but in no event less than a period of three (3) years from the date of the Services.

L. Assignment: Neither this Agreement nor Consultant's or Sun Life's rights or obligations hereunder may be assigned without United's prior written approval.

M. Counterparts: This Agreement may be executed in any number of counterparts, which together shall be deemed one original, and delivery of copies of signatures of facsimile signatures shall be deemed of equal force as delivery of original signatures.

N. General: (a) This Agreement is the entire understanding between the parties as to the subject matter hereof. (b) This Agreement binds the parties and their respective successors, assigns, agents, employers, subsidiaries and affiliates. (c) No modification to this Agreement shall be binding upon the parties unless evidenced in writing signed by the party against whom enforcement is sought. (d) Headings in this Agreement shall not be used to interpret or construe its provisions. (e) The alleged invalidity of any term shall not affect the validity of any other terms.

The parties have caused their authorized representatives to execute this Agreement.

Edward FitzGerald, County Executive CUYAHOGA COUNTY OF OHIO	SUN LIFE ASSURANCE COMPANY OF CANADA
By <u>Ed FitzGerald</u> Authorized Signature	By <u>[Signature]</u> Authorized Signature
2012-05-31 13:56:53	

Name _____	Name <u>PAUL GATANT</u>
Title _____	Title <u>DIRECTOR TPA RELATIONS</u>
Date _____	Date <u>12/14/11</u>

EMPLOYEE BENEFITS INTERNATIONAL, INC.	SUN LIFE ASSURANCE COMPANY OF CANADA
By <u>[Signature]</u> Authorized Signature	By <u>[Signature]</u> Authorized Signature

Name <u>DAN FINLIN</u>	Name <u>JEFF CEDRONE</u>
Title <u>SR. ACCT. MGR.</u>	Title <u>AVP/SR COUNSELL</u>
Date <u>12/15/2011</u>	Date <u>12/14/11</u>

UNITED HEALTHCARE SERVICES, INC.

By James St George

Name James St George

Title Contract Account Executive

Date 12/15/2011

50124561 (12/11)

Addendum to the Non-Disclosure Agreement ("Agreement") made by and between United HealthCare Services, Inc. for itself and its subsidiaries and affiliated companies ("United") and the parties listed below:

Sun Life Assurance Company of Canada ("Sun Life")

Employee Benefits International, Inc. ("Consultant")

Cuyahoga County of Ohio ("Employer")

1. The following sentence is added to the end of Paragraph E. Permitted Uses:

Consultant and Sun Life shall not use Confidential Information for the creation, operation or contribution to the development of any cost or price transparency tool program that would enable Plan members to obtain comparative cost and pricing information across providers in a service area for episodes of care, treatments and procedures or for any similar program.

2. The following paragraph is applicable if any Confidential Information (as described in the Agreement) contains pharmacy services-related matter.

Pharmacy Data: If any Confidential Information which concerns or relates to pharmacy claims, pharmacy providers (including, but not limited to, rates paid to such pharmacy providers) and/or any other pharmacy services-related matter (collectively, "Pharmacy Confidential Information") is provided to Sun Life and/or Consultant pursuant to the provisions of this Agreement, then the following terms shall control Sun Life's and/or Consultant's use and disclosure of such Pharmacy Confidential Information in addition to the other terms and conditions contained in this Agreement. In the event of a conflict between this Addendum and other provisions in the Agreement, this Addendum shall control for purposes of the use of Pharmacy Confidential Information. Pharmacy Confidential Information may not be used or disclosed except as specifically allowed by this Addendum. United and Employer acknowledge and agree that certain Pharmacy Confidential Information may be disclosed to other bidders in a Request for Proposal ("RFP") or Request for Information ("RFI"), or other similar situation, at the individual claim level solely for the purpose of allowing such bidders to model the Employer's prescription experience to submit a proposal. Provided, however, that in no event shall Pharmacy Confidential financial fields be released in combination with Pharmacy Confidential provider fields to any third party, including such bidders, or to the Employer, without United's prior written consent on a case by case basis. Obtaining United's consent may, at United's sole discretion, require the execution of an additional non-disclosure agreement by the intended data recipient or confirmation that the data recipient already has sufficient confidentiality obligations to United to protect the data requested. Pharmacy Confidential financial fields include, but are not limited to, Ingredient Cost, Originally Billed and/or Submitted Amounts. Pharmacy Confidential provider fields include, but are not limited to, all versions/variants of the Pharmacy ID Number/Name.

This Addendum will not affect any of the terms, provisions or conditions of the Agreement except as stated above.

50124561 (12/11)