

**TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM (TESRS)  
CONFIDENTIALITY AND INFORMATION ACCESS AGREEMENT**

**Department Name:** \_\_\_\_\_

**A. AUTHORIZED USER – OBLIGATIONS**

The purposes of this Agreement are:

1. To inform the authorized user of principal obligations concerning the use of TESRS information and information about the user's Participating Department, and
2. To document the authorized user's Agreement to abide by those obligations and TESRS information security policies and instructions.

The TESRS Online System and the software employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display and transmit information is subject to this Agreement. In this Agreement, "authorized user" means any person who is authorized by a Participating Department to access the TESRS Online System. Each authorized user of the TESRS Online System has the responsibility to:

1. Use the TESRS Online System only for the purpose specified by TESRS;
2. Keep information confidential;
3. Comply with information security controls and TESRS policies to prevent unauthorized or accidental disclosure, modification or destruction; and
4. Formally acknowledge that the user will comply with the TESRS Confidentiality and Information Access Agreement and TESRS security policies and procedures as determined by TESRS.

**B. CONFIDENTIALITY**

An authorized user will have access to confidential or sensitive information. Confidential and sensitive information is valuable, may be protected by state and federal laws and regulations, and is used only as necessary to accomplish TESRS operations. Confidential and sensitive information includes, but is not limited to, the following:

1. Identifying information related to the Participating Department's members, retirees, participants, alternate payees, beneficiaries and annuitants (each, a "Member"), whether in electronic, tangible or intangible form, including, but not limited to, enrollment, claims or other information related to benefits administered by TESRS, sensitive or personal identifying information such as Social Security number, date of birth, marital status, spousal information, date of death, financial information, and other personal information;
2. Protected health information as defined by the Health Insurance Portability and Accountability Act (HIPAA), the confidentiality of which the Participating Department, TESRS, and its members shall take reasonable measures to protect; and
3. Any information that may be classified as confidential by federal or state law or by TESRS.

**C. USER ACKNOWLEDGEMENTS AND ASSURANCES**

An authorized user of the TESRS Online System agrees to the following acknowledgements and assurances:

1. **My user ID and password are security measures that must be used only by me. I will safeguard and will not disclose my password or other authorization I have that allows me to access the TESRS Online System and confidential and sensitive information, except as permitted by law;**
2. I will access and use confidential information only as needed to perform duties related to my Participating Department and the TESRS pension system;
3. I will not misuse or carelessly handle confidential and sensitive information;
4. I will not attempt to access or alter any data that I am not authorized to access or alter;
5. I will not in any way divulge, copy, communicate, release, sell, loan, review, alter, or destroy any confidential information;
6. I will report to the TESRS Executive Director any activities by any other individual or entity that I suspect may compromise the confidentiality, integrity, or availability of confidential and sensitive information. I

understand that reports regarding suspected activities must be made in good faith and will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities;

7. My privileges as an authorized user are subject to periodic review, revision, and if appropriate, renewal;
8. I have no right or ownership interest in any confidential or sensitive information referred to in this Agreement;
9. TESRS may revoke my access to the TESRS Online System at any time and without notice;
10. I will comply with this Agreement and TESRS security policies and procedures as determined by TESRS;
11. I have no right to expect privacy in my use of the TESRS Online System or in the content of my communications sent or stored in the TESRS Online System and I acknowledge that my user activity is subject to monitoring, logging, and review;
12. I may be held personally responsible for my misuse or wrongful disclosure of confidential information and for my failure to safeguard my access code/password or other authorized access to confidential information;
13. I understand that my failure to comply with this agreement may result in the loss of my access privileges and I may be subject to disciplinary action, up to and including termination of all services with TESRS and other consequences provided under applicable laws and regulations; and
14. Following my access termination, I will keep knowledge of all sensitive information confidential.

#### D. EXECUTION

##### AUTHORIZED USER:

I have fully read the TESRS Confidentiality and Information Access Agreement set forth above. I agree to comply fully with its terms and conditions.

**Name of Authorized User:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Mobile Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Please indicate User role by checking the corresponding box if user is:

Primary

Secondary

##### LOCAL APPROVAL:

Local Board Chair: by my signature below, I affirm that the designee named above has been approved by the Participating Department to be an Authorized User as defined above. I affirm that the Local Board of Trustees has met and verified the request that this designee be granted TESRS Online access.

**Participating Department:** \_\_\_\_\_

**Local Board Chair Name:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_