

## **CONFIDENTIALITY & NON-DISCLOSURE OF MEMBER INFORMATION**

CONTRACTOR agrees that all information disclosed by LACERS regarding its members and beneficiaries shall remain confidential and private. This information may include, but is not limited to, their names, dates of birth, home addresses, names of their spouses and spouses' dates of birth, names of their children and dates of birth of their children, names of beneficiaries, medical histories, wage assignments, divorce and marriage documents, and social security identifications.

CONTRACTOR hereby agrees not to disclose this information to third parties and shall exercise reasonable and current best practices to ensure the security of such information. State Law Requirements - Protection For Personal Information State law (See Civil Code §§1798.29, 1798.81.5 and 1798.82, as amended) requires a person or entity that owns or licenses computerized data that includes personal information, of a California resident, to disclose any breach of the data base security system and to implement and maintain procedures and practices to protect personal information from unauthorized access, destruction, use, modification, or disclosure and, shall require by contract, that non-affiliated third party recipients of such personal information, implement and maintain security procedures and practices to protect the personal information. Accordingly, CONTRACTOR agrees to implement and maintain such security procedures and practices, in conformance with Civil Code §§1798.29, 1798.81.5 and 1798.82, with respect to any personal identification information received under this agreement, as well as to notify the City of any breach in security.

CONTRACTOR shall not share, disclose, or in any way transfer the personal identification information without the written approval of the LACERS.

CONTRACTOR shall make no personal, business, or proprietary use of any private and confidentially-disclosed information regarding LACERS members, nor allow any third parties to make personal, business, or proprietary use of any of the disclosed information.

CONTRACTOR shall be responsible for any and all liabilities, including but not limited to those stated below in this paragraph, that result from any violation of Civil Code §§1798.29, 1798.81.5 and/or 1798.82 that Contractor, its employees, agents, or subcontractors may cause pursuant to the activities performed under this contract. Accordingly, CONTRACTOR agrees to indemnify and hold harmless the City of Los Angeles, its respective agencies, LACERS, LACERS board, all of their commissioners, officers, employees, and authorized agents, and, at the option of the City of Los Angeles, to provide a defense, reasonably acceptable to the LACERS, against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever caused or brought by any person, including any aggrieved party, as defined in Civil Code §§1798.29 and 1798.82, arising out of CONTRACTOR'S breach of any of its duties and obligations under Civil Code §§1798.29, 1798.81.5 and/or 1798.82. The indemnification herein includes all awards, damages, interest, costs and attorneys' fees, if any. Such defense will be consistent with City Charter, §§271, 272 and 273.

At the termination of user services between CONTRACTOR and LACERS, CONTRACTOR hereby agrees to return all private and personal information it has received from LACERS regarding members and beneficiaries, and shall make no further use of any of the disclosed private or personal information provided by LACERS.

The laws concerning disclosure of private information on LACERS' members and their families made during this agreement shall mean the privacy laws of the State of California.