



**GASB 45 DATA EXTRACT REQUEST &
NON-DISCLOSURE AGREEMENT**

To request an extract of participant data to be used to create an actuarial valuation of Other Post-Employment Benefits, complete, sign, and return this form as well as the Sending Electronic Information Agreement (SEIA) form. For your convenience these forms are now fillable, including the feature to accept a digital signature.

We have two submittal options for the signed and completed forms:

- E-mail the signed forms to: CERBT4U@calpers.ca.gov;
- Or mail the printed forms to:

GASB 45 Data Extract/CalPERS
Affiliate Program Services Division
CERBT/OPEB
P.O. Box 1494
Sacramento, CA 95812-1494

You will be provided with a participant data extract for your CalPERS contracted health benefits.

This extract contains the following:

- One file for participants actively employed by your agency (which includes their covered dependents).
- One file for participants that retired directly from your agency (which includes their covered dependents). This file also includes survivors of deceased eligible members.
- Both files contain information on those who have waived participation in the medical benefit plan, to the extent the information is available in our systems.

The annual extract is run as of June 30th. However an “ad hoc” extract can be provided as of any date. The date will be reflected in the names of the files (examples: Active Data Extract as of 6-30-2015 or Active Data Extract as of 1-1-2015). The last page of this form contains a section for the employer to indicate the desired date of the extract.

CalPERS cannot certify that this data is free of errors. If the data is intended to be used for purposes of calculating liabilities to be reported under GASB 45, then the employer or the actuarial firm performing the calculations should review the data for validity prior to performing any calculations.

This Request and mutual Confidentiality and Non-Disclosure Agreement is made effective as of (today’s date) _____, by and between the California Public Employees’ Retirement System (“CalPERS”), with its principal place of business at Lincoln Plaza, 400 “Q” Street, Sacramento, CA. 95811, and

(“Business Partner”) with its principal place of business at

(Known collectively as the “Parties”).



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- Purpose.** Business Partner, in order to comply with Governmental Accounting Standards Board Statement No. 45, has a need to be provided data for the participants of the medical plan for which the business partner contracted through CalPERS. To the extent that either Party requires or is permitted access to Critical System Information or Confidential Information in the possession of the other Party to perform those services, such access will be granted subject to the conditions set forth below.
- Critical System Information (CSI)** means any information, technical data or know-how, including, but not limited to, that which is proprietary, or relates to systems, research, products, software, services, developments, inventions, processes, specifications, designs, drawings, diagrams, discoveries, engineering, marketing techniques and plans, documentation, customer information and names, intellectual property, market research, pricing information and policies, price lists, procedures, data, concepts, financial information and employee information disclosed by the Disclosing Party in demonstrative, written, electronic, graphic or machine readable form, labeled as critical system information, or if given orally, is confirmed in writing within five (5) working days as having been disclosed as CSI.
- Confidential Information (CI)** means information that is exempt from disclosure under the provisions of the Government Code section 20230, the California Public Records Act (Government Code sections 6250-6265), the Information Practices Act (Civil Code sections 1798-1798.78), or other applicable State or Federal Laws. All computerized files and related documents containing personal information, which could be linked to an individual, are considered "Confidential". For the purpose of this Agreement, personal information includes, but is not limited to: the name, social security number, physical description, home address, home telephone number, education, finances, employment or medical history of all current and former employees or members of CalPERS, and their respective beneficiaries and dependents.
- Use Limitations.** Each Party agrees not to use any CSI or CI of the other Party disclosed pursuant to this Agreement for its own use or for any purpose, except as set forth in Section 1, and except as otherwise required by law. The Disclosing Party will use reasonable efforts to disclose only information that the Receiving Party requires to accomplish the purposes described in Section 1. Any specific exemptions or limitations stated in the underlying contract or statement of work supercedes this section of the Agreement.
- Non-Disclosure.** Each Party agrees not to disclose CSI or CI to any third parties or to any of its employees except employees, or contractors who have signed non-disclosure agreements whose terms are equivalent to, or stricter than, the terms of this Agreement, who have a need to know CSI or CI for the purposes described in Section 1. Each of the Parties further agrees that it shall, as a minimum, use the same degree of care to protect the confidentiality of the CSI or CI disclosed under this Agreement that it uses to protect its own CSI or CI. Each of the Parties shall take all reasonable and necessary steps to prevent unauthorized disclosure of CSI or CI. Each Party agrees to promptly advise the other Party in writing of any misappropriation or misuse by any person of any CSI or CI disclosed under this Agreement of which it becomes aware.



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6. **Return of Materials.** Any materials or documents which are furnished by the Disclosing Party, and all copies thereof, will be returned by the Receiving Party promptly following the earlier of (a) the termination of this Agreement, (b) receipt of a written request to return such information, or (c) the termination of the business relationship between the Parties. If both Parties agree that return or destruction of the materials or documents is not feasible, the Receiving Party will continue to extend the protections of this Agreement to all CSI and/or CI in its possession and will limit further use of that information to those purposes that make the return or destruction of the information not feasible.
7. **No License.** No license is granted to either Party under any patents, copyrights, mask work rights or other proprietary rights by the disclosure of any information hereunder, nor is any warranty made as to such information.
8. **Injunctive Relief.** Each Party understands and agrees that, because of the unique nature of CSI or CI, the Disclosing Party will suffer immediate, irreparable harm in the event the Receiving Party fails to comply with any of its obligations under this Agreement, that monetary damages will be inadequate to compensate the Disclosing Party for such breach and that the Disclosing Party shall have the right to enforce this Agreement by injunctive or other equitable remedies.
9. **Attorney's Fees; Jurisdiction.** In the event of any litigation between the Parties, the prevailing Party shall be entitled to reasonable attorney's fees and all costs of proceedings incurred in enforcing this Agreement. The Parties agree that California is both the place of making and the place of performance of this Agreement and both Parties consent to jurisdiction in the State of California.
10. **Term.** This Agreement shall become effective as of the date written above and shall apply to CSI or CI received by the Parties prior to any termination of this Agreement and any information received prior to the date of this Agreement. This Agreement may be terminated by mutual agreement of the Parties in writing. The provisions of this Agreement shall apply to CSI or CI disclosed under this Agreement prior to termination and shall survive for a period of five (5) years from the date of this Agreement.
11. **General.** This Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. The information, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of law rules. This Agreement may be amended or modified only in writing signed by the Parties. This Agreement may be executed in counterparts that together shall constitute one original. This Agreement shall not be constructed as a teaming agreement, joint venture or other business relationship. This Agreement shall be binding upon the successors and assigns of both Parties.



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The undersigned represent and warrant that they have the authority to enter into this Agreement on behalf of the person, entity or corporation listed above their name.

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| CalPERS Information – completed by management | Date: |
| CalPERS Representative: | Phone: |
| Representative Signature: | |
| Division: Affiliate Program Services Division-CERBT/OPEB | |
| Address: 400 Q Street | |
| Sacramento, CA 95811 | |

| | | |
|---|--------------------------------|--------------------------------|
| Business Partner Information - completed by representative | Date: | |
| Employer Name: | Phone: | |
| CalPERS Employer ID: | | |
| Representative Name: | | |
| Representative Signature: | | |
| Address: | | |
| City: | State: | Zip: |
| Email Address: | | |
| Send data extract via (choose one) | <input type="checkbox"/> email | <input type="checkbox"/> FedEx |

Data is Requested “as of” the following date:

Annual: _____ **OR** **Ad Hoc:** _____
 As of 6/30/ _____ As of _____

Comments: