

**S.C. Public Employee Benefit Authority  
Insurance Benefits  
CONFIDENTIALITY AGREEMENT**

The Confidentiality Agreement (Agreement) is effective this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between South Carolina Public Employee Benefit Authority (PEBA) Insurance Benefits and \_\_\_\_\_ (Participating Entity).

**Recitals**

PEBA Insurance Benefits administers the state insurance program, including maintaining and updating information on employees and their dependents who are enrolled in one or more of the Plans in the state insurance program.

PEBA Insurance Benefits has implemented a web-based application known as Employee Benefits Services (EBS) that provides Participating Entity and its Third-Party Enrollers (defined below) with online access to their employees' insurance enrollment information and reporting data. The online access is limited to information already obtained by Participating Entity from its employees and is limited to the employee's name, Social Security Number, address, date of birth, salary, marital status, beneficiary information and status of enrollment in the state insurance program and excludes medical information and medical claims.

Participating Entity is an essential participant in the function of enrolling employees in the state insurance program and in the related financial operations.

PEBA Insurance Benefits has determined that providing Participating Entity and its Third-Party Enrollers with online access to Confidential Subscriber Information (defined below) that is provided by Participating Entity regarding its own employees will serve a financial and enrollment function.

Participating Entity can reconcile its payment records regarding employee premium amounts due and the number of employees enrolled in each type of coverage as necessary to verify and enable payment to PEBA Insurance Benefits and as a part of PEBA Insurance Benefits' customer service.

PEBA Insurance Benefits is required by law to maintain the confidentiality of its subscribers' records.

**ARTICLE I: DEFINITIONS**

- A. **Confidential Subscriber Information:** The limited information obtained by Participating Entity and its Third-Party Enrollers from Participating Entity's employees and made available by PEBA Insurance Benefits to Participating Entity and its Third-Party Enrollers from EBS. This information is limited to information already obtained by Participating Entity from its employees; and is limited to the employee's name, address, Social Security Number, date of birth, salary, marital status, beneficiary information and status of enrollment on the state insurance program and excludes medical information and claim history of health information.

- B. **Designated Employees:** Those Employees of Participating Entity in the benefits area who have been issued a User ID and password by PEBA Insurance Benefits to obtain online access to PEBA Insurance Benefits files of subscribers and who have executed a Designated Employee Confidentiality Agreement on file with Participating Entity.
- C. **Disclosure:** Making known, in any manner whatsoever, any information that constitutes Confidential Subscriber Information to any person other than a PEBA Insurance Benefits employee or a Designated Employee.
- D. **Employee:** An official, officer, deputy, employee, or agent, employed by, and/or representing Participating Entity.
- E. **Minimum Technological Requirements:** Active and updated anti-virus and malware protection on each workstation through which Confidential Subscriber Information may be accessed, regardless of the specific device used for such access, as well as firewalls where appropriate within the computer network and encryption of e-mails containing Confidential Subscriber Information.
- F. **Subscriber:** An employee enrolled in the state insurance program.
- G. **Third-Party Enroller:** An employee of an outside company hired to assist Participating Entity with subscriber enrollment services and who has been issued a User ID and password by PEBA Insurance Benefits to obtain access to EBS and who has executed a Third-Party Enroller Designated Employee Confidentiality Agreement on file with Participating Entity.

## **ARTICLE II: ONLINE ACCESS TO CONFIDENTIAL SUBSCRIBER INFORMATION**

PEBA Insurance Benefits agrees to provide online access to Confidential Subscriber Information only to Designated Employees and Third-Party Enrollers representing Participating Entity, unless this Agreement is terminated in accordance with Article IV of the Agreement.

## **ARTICLE III: CONFIDENTIALITY AND RECORDKEEPING**

(1) Participating Entity, its Third-Party Enrollers, and its Employees agree that Confidential Subscriber Information obtained from EBS shall be used only for the purpose of Participating Entity's billing and enrollment functions, and Confidential Subscriber Information shall not be Disclosed to any person, Employee, state agency, department, or local government unit other than as provided in the Agreement.

(2) Each Designated Employee and Third-Party Enroller must execute a Designated Employee Confidentiality Agreement and will be issued a User ID and password by PEBA Insurance Benefits. Participating Entity must maintain a copy of the Designated Employee Confidentiality Agreement for each Designated Employee and Third-Party Enroller, and must provide these Designated Employee Confidentiality Agreements to PEBA Insurance Benefits upon request. Participating Entity must notify PEBA Insurance Benefits when a Designated Employee is terminated from employment or when a Third-Party Enroller is no longer representing Participating Entity.

(3) Participating Entity must have and maintain the Minimum Technological Requirements at all times. If Participating Entity does not meet the Minimum Technological Requirements, access to EBS may be revoked without notice. Access may be restored only after the Minimum Technological Requirements have been reestablished.

(4) A Designated Employee must not access Confidential Subscriber Information from an unsecure location, an unsecure workstation, outside of the workplace, or from any device – including computers, tablets, mobile phones, and other handheld devices – that does not meet the Minimum Technological Requirements.

(5) If Participating Entity has a static IP address, Participating Entity must provide the static IP address to PEBA Insurance Benefits, at PEBA Insurance Benefits' request, for purposes of verifying the location from which a Designated Employee has accessed Confidential Subscriber Information.

(6) All physical files and back-up files containing Confidential Subscriber Information, whether paper, CD, removable hard drive, or other format, must be kept in a secure location and either physically locked or password protected, as appropriate.

(7) All Confidential Subscriber Information must be maintained by Participating Entity in a secure manner.

(8) Any unauthorized Disclosure of Confidential Subscriber Information by Participating Entity, its Third-Party Enrollers, or any Employee shall be reported to PEBA Insurance Benefits by Participating Entity within five business days of Participating Entity's discovery of the unauthorized Disclosure.

#### **ARTICLE IV: TERMINATION AND RENEWAL OF AGREEMENT**

(1) This Agreement automatically terminates on June 30 of the year following the effective date set forth above.

(2) Participating Entity may submit a newly signed Confidentiality Agreement no earlier than 60 days prior to the date the Agreement terminates if Participating Entity wishes to maintain uninterrupted access to EBS.

(3) The Agreement may be terminated by PEBA Insurance Benefits if there is an unauthorized disclosure of Confidential Subscriber Information by Participating Entity or if Participating Entity fails to adopt adequate safeguard procedures to ensure the security of Confidential Subscriber Information.

(4) The Agreement may be terminated by PEBA Insurance Benefits if Participating Entity fails to meet the Minimum Technological Requirements.

(5) The Agreement may be terminated by either party with 30 days' written notice to the other party.

(6) Termination of the Agreement for any reason automatically results in the termination of access to EBS for all Designated Employees and Third-Party Enrollers acting on behalf of Participating Entity.

#### **ARTICLE V: MISCELLANEOUS MATTERS**

(1) South Carolina law governs the Agreement.

(2) The Agreement constitutes the full and complete agreement of Participating Entity and PEBA Insurance Benefits.

(3) The Agreement may be modified only in writing and when signed by both parties.

(4) A decision invalidating a provision of Agreement does not invalidate the remainder.

(5) The signatories of the Agreement warrant that they are authorized to execute this Agreement on behalf of Participating Entity.

This Agreement is in force as of the Effective Date set forth above.

**Participating Entity**

\_\_\_\_\_  
Signature (Entity Director or CEO)

\_\_\_\_\_  
Print Name (Entity Director or CEO)

\_\_\_\_\_  
Title (Entity Director or CEO)

\_\_\_\_\_  
Signature (IT Manager)

\_\_\_\_\_  
Print Name (IT Manager)

\_\_\_\_\_  
Title (IT Manager)

\_\_\_\_\_  
Name of Participating Entity

Group ID#: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

**South Carolina  
Public Employee Benefit Authority  
Insurance Benefits**

\_\_\_\_\_  
Signature (PEBA General Counsel)

\_\_\_\_\_  
Print Name (PEBA General Counsel)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date