

**SCERS POLICY
ON FACILITATING COMMUNICATION BY THIRD PARTIES
WITH SCERS' RETIREES AND BENEFICIARIES**

The Sacramento County Employees' Retirement System (SCERS) considers protecting the confidentiality of retiree and beneficiary information to be a fundamental duty. As a corollary to that duty, it is SCERS' position that individually identifying retiree and beneficiary information not be used to unduly or inappropriately intrude on the privacy of retirees and beneficiaries. The purpose of this policy statement is to outline when, how and why SCERS will facilitate written communication by third parties with SCERS' retirees and beneficiaries through the use of individually identifying retiree and beneficiary information such as names and addresses.

Authorized Third Party Communicators

SCERS will only facilitate written communication by third parties with SCERS' retirees and beneficiaries in certain, limited situations, and with certain mandatory procedures and controls.

It is recognized that SCERS' plan sponsor – Sacramento County – and SCERS' other participating employers, may, from time to time, have a legitimate interest and need to send written communication to retirees and beneficiaries. In such a case, SCERS will facilitate delivery of the written communication to retirees and beneficiaries, subject to the other provisions in this policy, including measures to protect confidentiality and provide cost reimbursement.

In addition, the County Employees' Retirement Law of 1937 (1937 Act) establishes that there is to be a "recognized retiree organization" and that such an organization may also have a legitimate interest and need to send written communication to retirees and beneficiaries. For SCERS, the recognized retiree organization is the Sacramento County Retired Employees' Association (SCREA). Section 31592.6 of the 1937 Act sets forth the authority and responsibility for SCERS to facilitate written communication by SCREA with retirees and beneficiaries in appropriate cases:

"In order for a recognized retiree organization to fulfill its obligations to the retired members of the system and to communicate with them, upon the organization's request the board shall cooperate with and assist the organization in distributing communications regarding membership in and retiree benefit programs available through the organization to all or a portion of those retired members. The content of those communications shall be wholly the responsibility of the recognized retiree organization, and the board shall not have any liability for the content of those communications. Cooperation and assistance in distribution may consist of combined or separate mailings. The board may charge a reasonable fee for those mailings, which may not exceed the actual costs to the system, including staff time for preparation of the mailings."

As with written communication by a participating employer, SCERS will facilitate delivery of written SCREA communication to retirees and beneficiaries, subject to the other provisions in this policy, including measures to protect confidentiality and provide cost reimbursement.

Except in extraordinary and appropriate circumstances, SCERS will not facilitate written communication with retirees and beneficiaries by a third party other than a participating employer or SCREA. In any such case, the decision to facilitate the written communication must be made by the SCERS Board.

An example of such an exception would be in the context of a SCERS Board election. If requested by a duly qualified candidate in such an election, SCERS will facilitate written communication with retirees and beneficiaries by the candidate, subject to the same terms and conditions applicable to written communication from participating employers or SCREA as set forth in this policy.

Protecting the Confidentiality of Retiree/Beneficiary Information

In any case where SCERS determines that it is appropriate to facilitate written third party communication with retirees and beneficiaries, SCERS will take reasonable steps to protect the confidentiality of individually identifying retiree and beneficiary information, including, but not limited to the following:

- (1) SCERS will not provide the third party with names, addresses or other individually identifying information.
- (2) The mailing of the written communication will be handled by an independent professional provider of such services. That provider will be required to execute a confidentiality agreement prohibiting release or disclosure of retiree and beneficiary information to any party other than SCERS.
- (3) In appropriate cases, the third party requesting the written communication may be required to execute a confidentiality agreement prohibiting release or disclosure of any retiree and beneficiary information the party may legitimately obtain directly from the retiree or beneficiary.
- (4) Undeliverable mail will be returned to SCERS through use of a return mail post office box address.

Cost Associated with the Written Communication

The party requesting the written communication with retirees and beneficiaries will be responsible for paying the reasonable and necessary cost associated with the written communication, including but not limited to cost to produce the materials, mailing expenses, and any administrative cost incurred by SCERS.

Purpose and Content of the Written Communication

SCERS reserves the right, in its sole discretion, to determine whether the intent or purpose of a request to facilitate written communication is based on a legitimate interest and need of the third party making the request. In making such an assessment, SCERS will give appropriate weight to the privacy interests of the retiree and beneficiary.

SCERS reserves the right, in its sole discretion, to determine whether the content of the requested written communication is appropriate for its stated purpose, and to not facilitate the written communication if SCERS determines the content is inappropriate.

If deemed necessary and appropriate, SCERS may place a disclaimer on the written communication, or on the SCERS website, noting that the content of the communication is the sole responsibility of the party issuing the communication and that SCERS does not support or endorse the content of the communication.

To reduce the potential that SCERS may be associated with the content of written communication, in appropriate cases any reference to SCERS in the return mail address may be removed, with the return address being a post office box only.

Other Actions that May be Required of the Third Party Communicator

When reasonable and appropriate, SCERS may require that the third party requesting to communicate with retirees and beneficiaries agree to indemnify and hold SCERS harmless for any claims associated with the written communication.

When reasonable and appropriate, SCERS may require the third party requesting to communicate with retirees and beneficiaries to enter into a Memorandum of Understanding (MOU) with SCERS, outlining the respective roles and responsibilities of the parties. A MOU or a decision to facilitate one requested written communication does not guarantee that SCERS will facilitate all subsequent communications; rather, SCERS reserves the right to determine whether any subsequent communications are appropriate under this policy.

Limitations on the Policy

As with all SCERS policies, this policy is subject to the provisions of the 1937 Act, the California Constitution, and other sources of law. Accordingly, while the positions and procedures set forth in this policy are intended to provide guidelines for decisions regarding a request to facilitate written communication with SCERS' retirees and beneficiaries, it may be necessary that a position or procedure set forth herein will need to give way to some other provision of law.

In addition, in exercising its fiduciary discretion over the management of SCERS, the SCERS Board may determine that it is reasonable and appropriate to deviate from or alter provisions of this policy.