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<b>POLICY NO.</b>	008	<b>Issue No.</b>	1.0
<b>Committee:</b>	Admin Committee	<b>Effective Date:</b>	01/03/2008
<b>Policy Category:</b>	Administration	<b>Page(s)</b>	10
<b>Approved.</b>			

By: \_\_\_\_\_  
Chairman of the Board

**Subject: SBCERA PRIVACY AND CONFIDENTIALITY POLICY**

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### **SBCERA Privacy and Confidentiality Policy**

A. **INTRODUCTION:**

1. SBCERA's mission is to produce, protect, and provide promised benefits. An important aspect of this mission is protecting the privacy of our members and their beneficiaries, and the security of SBCERA's operations. Accordingly, SBCERA does not sell or trade members' personal information; nor does SBCERA disclose it to anyone other than those who need it to provide member services or those who are legally entitled to it. SBCERA also maintains the confidentiality of information that could impact the security of its members, its personnel, or its assets, as well as legally privileged information.

B. **DEFINITIONS:**

1. **Confidential Information.** This is information obtained or created by SBCERA which is restricted as to access, disclosure or use. It may be found in any medium, whether oral, written, or electronic. It includes the following:
2. **PI:** Personal Information (PI) is any non-public information that is identifiable to an individual. It may be demographic, such as the individual's age or address, or it may be health information, such as his or her medical history. It includes member records and sworn statements.
3. **SI:** Security Information (SI) is information which, if improperly disclosed, could adversely impact the security of a SBCERA member, a SBCERA staff member, or SBCERA's assets. Examples include information about SBCERA's computer systems, financial accounts, and access systems.
4. **PRI:** Privileged Information (PRI) is information which falls into a legally recognized category that is protected from compulsory disclosure. An example is attorney-client communications.
5. **Individual:** Any person who is the subject of PI.

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#### C. OBJECTIVE:

1. This privacy policy provides guidance to enable SBCERA to meet its commitment to protect the privacy of its members, protect the security of SBCERA, its employees and its assets, and comply with relevant legal requirements.
2. There are a number of laws that address privacy and security issues. The following laws most significantly impact SBCERA.
3. In the 1937 Act, California Government Code 31532 precludes disclosure of SBCERA's member records and sworn statements unless proper authorization is provided.
4. Beyond these legal requirements, SBCERA continuously reviews legislation and privacy and security practices to ensure the privacy of its members and the security of its operations.

#### D. PRIVACY POLICY DIRECTIVES:

1. In accordance with applicable laws and SBCERA's mission, all SBCERA employees\* are responsible for ensuring that PI, including member records and sworn statements, are not disclosed except to:
  - Authorized SBCERA employees for approved purposes,
  - the member upon request, or
  - third parties who have appropriate authorizing documentation.
3. In addition, SBCERA employees are responsible for ensuring that PI is obtained, used or shared only to the minimum necessary extent that is required to further SBCERA's mission, within the constraints of applicable laws. This means that access to PI is permitted on a need-to-know basis.
5. Reasonable safeguards are to be implemented to ensure the privacy of PI, including controls on who can access the information, how the information is used, how it is obtained, stored and shared, and how it is eventually discarded. Member sworn statements and member records are to be kept confidential.
6. SI and PRI are to be secured at all times from unauthorized disclosure or use.

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7. The deliberate or negligent mishandling or misuse of PI, SI, or PRI is considered to be misconduct and is enforced through employee discipline.

\*With regard to this policy only, the term “employee(s)” refers to all SBCERA personnel who are directed or indirectly supervised by SBCERA management or the SBCERA Board.

#### E. PRIVACY POLICY PROGRAM:

SBCERA’s privacy policy will be implemented through the following activities:

1. SBCERA will maintain policies and procedures which provide guidance for the handling of PI. A Privacy Officer will coordinate these policies and procedures.
2. SBCERA will maintain policies and procedures which provide guidance for the handling of SI. A Security Officer will coordinate these policies and procedures.
3. SBCERA will maintain policies and procedures which provide guidance for the handling of PRI. SBCERA’s Legal Office will coordinate these policies and procedures.
4. SBCERA will implement physical and electronic controls to protect the privacy of PI, SI and PRI.
5. SBCERA will train all employees upon entry and periodically on privacy and confidentiality policies and procedures. Staff and board members will be required to execute a confidentiality/non-disclosure agreement.
6. SBCERA will maintain proper disclosures and disclaimers in all publications and communications with outside parties that may involve PI.
7. SBCERA will obtain a written authorization from the individual before disclosing PI to third parties other than third parties working on behalf of SBCERA or those who require the information by law or per a court order (e.g.: government agencies, litigants). Other exceptions may apply as well.
8. SBCERA will obtain appropriate supporting documentation from third parties who require PI by law or per a court order before disclosing PI to such parties (e.g.: government agencies, litigants).

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9. SBCERA will maintain, as needed, proper contractual agreements with outside parties working on behalf of SBCERA, including non-disclosure/confidentiality agreements, to ensure confidentiality of PI, SI and PRI.
10. SBCERA will establish procedures for receiving and responding to disputes regarding PI, for providing individuals access to their own PI, and for notifying individuals about any unauthorized use of their PI. A contact person who reports to the Privacy Officer will coordinate these procedures.
11. SBCERA will include a privacy and security risk assessment in the annual organization-wide risk assessment conducted by Internal Audit.
12. SBCERA will periodically review this privacy policy to ensure that it addresses all relevant laws and risks inherent in the handling of PI.
13. SBCERA will monitor compliance with this policy and applicable laws. This may include periodic audits and other monitoring tools.

[Proposed] RESCIND BY BOARD on 11/07/2019



**STAFF CONFIDENTIALITY AGREEMENT**

Instructions

This form is to be signed by a permanent or temporary employee of SBCERA. The signed form must be filed with the Human Resources Division for a period of no less than 6 years from the last day of service. Any questions regarding the use of this form should be directed to the Privacy Officer at \_\_\_\_\_.

[Proposed] RESCIND BY BOARD on 11/07/2019

**EMPLOYEE CONFIDENTIALITY AGREEMENT OF  
THE SAN BERNARDINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION (SBCERA)**

I, \_\_\_\_\_, understand that, in the course of my employment or association with SBCERA, I may encounter information that is considered confidential (hereafter referred to as Confidential Information). I further understand that all Confidential Information must be protected from improper use or disclosure. In addition to other applicable Federal and State laws, SBCERA is required by California Government Code section 31532 to ensure that "sworn statements and individual records of members shall be confidential and shall not be disclosed to anyone except insofar as may be necessary for the administration of this chapter or upon order of a court of competent jurisdiction, or upon written authorization by the member."

Confidential Information includes:

- Personal information (PI), which is non-public information identifiable to an individual (e.g. member records and personnel files),
- Security Information (SI), which impacts the security of SBCERA's assets or personnel or members, or
- Privileged Information (PRI), which includes information protected by the attorney-client privilege.

I have read and understand SBCERA's Privacy and Confidentiality Policy, which protects the confidentiality of PI, SI and PRI and other federal and state laws.

In consideration of my employment or compensation from SBCERA, I hereby agree that I will not at any time-either during my employment or association with SBCERA or after my employment or association ends-use, access or disclose any confidential information to any person or entity, internally or externally, except as is required and permitted in the course of my duties and responsibilities with SBCERA, as set forth in SBCERA's privacy policies and procedures or as permitted under appropriate federal or state laws.

I understand this obligation extends to any Confidential Information that I may have acquired or may acquire during the course of my employment or association with SBCERA, whether in oral, written or electronic form and regardless of (1) the manner in which access was obtained, (2) whether the Confidential Information came into my custody, possession, or knowledge, or was developed, compiled, prepared or used by me, before or after the date of this Agreement, and (3) whether the Confidential Information has been published or has become a part of the public domain, or has been put in my possession or knowledge by a third person not acting on behalf of SBCERA, or was in my possession or knowledge prior to my commencing work for SBCERA.

I understand and acknowledge my responsibility to apply SBCERA's policies and procedures during the course of my employment or association. I also understand that unauthorized use or disclosure of Confidential Information will result in disciplinary action, up to and including the termination of employment or association with SBCERA and the imposition of civil and criminal penalties under applicable federal and state law, as well as professional disciplinary action as appropriate.

I understand that this obligation will survive the termination of my employment or end of my association with SBCERA, regardless of the reason for such termination, and that my obligations under this Agreement are in addition to, and not exclusive of, any and all of my other obligations and duties to SBCERA, whether express or implied, in fact or in law.

I understand that the original of this signed agreement will be included in my personnel file at SBCERA.

Signed \_\_\_\_\_ Date \_\_\_\_\_



**TRUSTEE CONFIDENTIALITY AGREEMENT**

Instructions

This form is to be signed by an SBCERA Trustee. The signed form must be filed with the Executive Director for a period of no less than six (6) years from the last day of service. Any questions regarding the use of this form should be directed to the Privacy Officer at (909) 885-7980.

[Proposed] RESCIND BY BOARD on 11/07/2019

**TRUSTEE CONFIDENTIALITY AGREEMENT OF  
THE SAN BERNARDINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION (SBCERA)**

I, \_\_\_\_\_, understand that, in the course of association with SBCERA as a Trustee, I may encounter information that is considered confidential (hereafter referred to as Confidential Information). I further understand that all Confidential Information must be protected from improper use or disclosure. In addition to other applicable Federal and State laws, SBCERA is required by California Government Code section 31532 to ensure that "sworn statements and individual records of members shall be confidential and shall not be disclosed to anyone except insofar as may be necessary for the administration of this chapter or upon order of a court of competent jurisdiction, or upon written authorization by the member."

Confidential Information includes:

- Personal information (PI), which is non-public information identifiable to an individual (e.g. member records and personnel files),
- Security Information (SI), which impacts the security of SBCERA's assets or personnel or members, or
- Privileged Information (PRI), which includes information protected by the attorney-client privilege.

I have read and understand SBCERA's Privacy and Confidentiality Policy, which protects the confidentiality of PI, SI and PRI and other federal and state laws.

In consideration of my position with SBCERA, I hereby agree that I will not at any time-either during my association with SBCERA or after my association ends-use, access or disclose any confidential information to any person or entity, internally or externally, except as is required and permitted in the course of my duties and responsibilities with SBCERA, as set forth in SBCERA's privacy policies and procedures or as permitted under appropriate federal or state laws.

I understand this obligation extends to any Confidential Information that I may have acquired or may acquire during the course of my association with SBCERA, whether in oral, written or electronic form and regardless of (1) the manner in which access was obtained, (2) whether the Confidential Information came into my custody, possession, or knowledge, or was developed, compiled, prepared or used by me, before or after the date of this Agreement, and (3) whether the Confidential Information has been published or has become a part of the public domain, or has been put in my possession or knowledge by a third person not acting on behalf of SBCERA, or was in my possession or knowledge prior to my commencing work for SBCERA.

I understand and acknowledge my responsibility to apply SBCERA's policies and procedures during the course of my association. I also understand that unauthorized use or disclosure of Confidential Information may result in the imposition of civil and criminal penalties under applicable federal and state law.

I understand that this obligation will survive the termination of my association with SBCERA, regardless of the reason for such termination, and that my obligations under this Agreement are in addition to, and not exclusive of, any and all of my other obligations and duties to SBCERA, whether express or implied, in fact or in law.

Signed \_\_\_\_\_ Date \_\_\_\_\_



**VENDOR AND VISITOR CONFIDENTIALITY AGREEMENT  
GOVERNING THE ACCESS AND USE OF  
SBCERA'S CONFIDENTIAL INFORMATION**

Instructions

This form is to be signed by a contractor or visitor to SBCERA who, in order to perform the desired service, must have access to private or confidential information or areas containing private or confidential information. The signed form must be filed along with any contract information for a period of no less than six (6) years from the last day of service provided by the contractor. Any questions regarding the use of this form should be directed to the Privacy Officer at \_\_\_\_\_.

[Proposed] RESCIND BY BOARD on 11/07/2019

**VENDOR AND VISITOR CONFIDENTIALITY AGREEMENT  
GOVERNING THE ACCESS AND USE  
OF SBCERA'S CONFIDENTIAL INFORMATION**

I, \_\_\_\_\_,  
NAME  
a representative of \_\_\_\_\_,  
COMPANY

have read and understand SBCERA's Privacy Policy. I understand that, during my association with SBCERA, I may be exposed to the following kinds of information:

- Personal information (PI), which is non-public information identifiable to an individual
- SBCERA's proprietary information

PI and SBCERA's proprietary information are collectively referred to as "Confidential Information." I further understand that all Confidential Information must be protected from improper use or disclosure.

In consideration of my compensation from SBCERA and of SBCERA's permitting me access to the Confidential Information, I hereby warrant and agree that I will not at any time – either during my association with SBCERA or after my association ends – use, access or disclose any Confidential Information to any person or entity, internally or externally, except as is required and permitted in the course of my duties and responsibilities with SBCERA, as set forth in SBCERA's Privacy Policy.

I understand this obligation extends to any Confidential Information that I may have acquired or may acquire during the course of my association with SBCERA, whether in oral, written or electronic form and regardless of (1) the manner in which access was obtained, (2) whether the Confidential Information came into my custody, possession, or knowledge, or was developed, compiled, prepared or used by me, before or after the date of this Agreement, and (3) whether the Confidential Information has been published or has become a part of the public domain, or has been put in my possession or knowledge by a third person not acting on behalf of SBCERA, or was in my possession or knowledge prior to my commencing work for SBCERA.

I understand and acknowledge my responsibility to apply SBCERA's policies and procedures during the course of my association. I also understand that unauthorized use or disclosure of Confidential Information may result in disciplinary action, up to and including the termination of my association with SBCERA and the imposition of civil penalties and criminal penalties under applicable federal and state law, as well as professional disciplinary action as appropriate.

I understand that this obligation will survive the termination of my association with SBCERA, regardless of the reason for such termination, and that my obligations under this Agreement are in addition to, and not exclusive of, any and all of my other obligations and duties to SBCERA, whether express or implied, in fact or in law.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_