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FRESNO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

BOARD OF RETIREMENT

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DATE: July 20, 2016
TO: Board of Retirement
FROM: Donald C. Kendig, CPA
Retirement Administrator

Staff Contact: Maria Millburg
Communications Officer

SUBJECT: Presentation of the Member Portal Registration Process and User Interface Demonstration; Approval of Legal Disclosures for Use of the Site – RECEIVE AND FILE; APPROVE

Background/Discussion

The member portal is part of the Pension Administration Upgrade Project. The member portal will allow our members to access their most current retirement information based on the most up-to-date information in the Arrivos system. All members will be able to view the address and change the contact phone number on file with FCERA. All members can also view beneficiary information. Active employees and deferred members will be able to see their estimated retirement benefit and estimated cost of buybacks. Retirees will be able to view their retirement summary, payment information, and tax and bank information and request a lifetime letter.

Today we present to your Board our proposed registration process, including Terms and Conditions and other legal disclosures, and a demonstration of the Member Portal.

Registration

In order for the member to access the portal, they will need to complete a registration process. The process we are recommending is based consideration of the following factors:

- Security of member information
- Ease of use for both staff and member
- Industry standard of online registration processes

With these factors in mind, we have reached out to our peers and have gathered information regarding their registration processes for their member portals. Based on survey results and industry standards, we recommend the following process.

First, an invitation letter will be mailed out to all members inviting them to register for the member portal. This letter will include a unique system ID they will need to register as an added security measure.

Second, once they receive the invitation letter the member can begin the registration process. They user need to use the following information to validate their account: social security number (SSN), date of birth, email address, complex password (8 characters, 1 upper case, 1 lowercase, and 1 number or special character), zip code of address on file, three identity protection questions and answers, and unique id from invitation letter and the member must accept member portal's terms and conditions before completing this step.

Third, the member will receive an email with a link that they need to click to complete the registration process. This link will only be valid for three days. If the link expires, they will need to re-register.

Security of our member information is our top priority. With our member portal, we have implemented a number of security standards such as secure and encrypted connection to the member portal, SSN will not be displayed anywhere in the member portal, bank account numbers will be masked, members will have a read-only access to their own retirement information, members can only modify their contact phone numbers, 30 minute timeout of inactivity, and after 10 failed attempts of logging in the member will be locked out for 24 hours.

In order to minimize the impact on our staff with our new member portal, we will send out invitation letter in phases beginning with small group and working up to the largest group. We are recommending the invitation letter to go out to (1) Active District Members, (2) Active Court Members, (3) Deferred Members, (4) Retirees, and (5) Active County Members. Prior to the actual mailing out of the invitation letter, we will test the registration process in-house in August 2016. We plan to send out the first batch of invitation letters to the members in September 2016.

Terms and Conditions, Use of the Site, Limitations of Liability, Disclaimers and Privacy Statement

The attached Legal Disclosures Associated For Use of the Member Portal contains the recommended disclosures and disclaimers that users of the Member Portal will be required to agree to in order to complete the registration process. FCERA staff reviewed examples of such language used by other systems and presented draft language to the Board's legal counsel for review. The attached document contains the final recommended language for the Member Portal.

Demonstration

In this demonstration, we will look at the member portal from the perspective of an active employee and a retired member. Please enjoy the presentation. I am here to answer any questions you may have.

Fiscal Impact

\$12,550 for the print and mail of all invitation letters.

Recommendation

1. Approve the recommended registration process and legal disclosures contained in Attachment 1, Legal Disclosures Associated with the Member Portal.

Attachment

1. Legal Disclosures For Use of the Member Portal
2. Member Portal Registration Process Presentation

Legal Disclosures For Use of the Member Portal

Terms and Conditions

Welcome to the Arrivos member portal (the "Site") operated by the Fresno County Employees' Retirement Association (FCERA). To access the Site, you must become a Site user by following the registration process. Registration of your username and password will not occur unless you check the box acknowledging that you read and agree to the following Terms and Conditions (the "Agreement").

Do not access or otherwise use this Site if you do not agree to the following Terms and Conditions. If you have any questions regarding these Terms and Conditions, please contact FCERA (click on the Contact FCERA link at the bottom of the Site Login page for contact information).

Portions of this Site are Copyright © 2016 Tegrit Software Ventures and are licensed to FCERA pursuant to a license agreement between Tegrit and FCERA.

Changes in Terms and Conditions

FCERA may change or amend any part of this Agreement at any time. Your continued use of this Site following any such change or amendment constitutes acceptance of the Agreement, as amended.

Use of the Site

This Agreement takes effect when the FCERA member, benefit recipient, or legal representative becomes a Site user by registering a username and password. Termination of this Agreement occurs when FCERA denies user access to the Site or otherwise provides notice to user that FCERA is terminating the Agreement, which FCERA may elect to do at any time, for any reason.

You are responsible for the confidentiality and use of your password. For your safety, never disclose your password to anyone. FCERA will never request your user-defined username or password in any form of communication other than as required by one of the following three member portal prompts: Registration, Login, and Forgot Your Password.

Immediately notify FCERA if you believe your password has been lost or stolen, or that someone has used or may use it to access the Site without your permission. If you have any evidence of, or suspect any, unauthorized use of your password or account, or any other security violation, you must immediately notify FCERA. The Site provides the capability for you to change your password.

You are responsible for all activity using the Site. If you permit other persons to use the Site with your credentials, you are responsible for any actions they take on the Site while accessing the Site with your credentials.

Users of the Site should utilize security precautions as may be appropriate to ensure proper security over system access and access to information.

You may receive a confirmation e-mail sent by the Site if you make certain changes to your account on the Site. It is your responsibility to confirm any such changes by reviewing the confirmation e-mail.

When you provide information to FCERA through the Site, you agree to provide true, accurate, current, and complete information about yourself. You also agree to (a) not impersonate any person or entity; (b) not misrepresent any affiliation with another person, entity, or association; or (c) not conceal your identity from FCERA for any purpose.

You shall not attempt to or actually disrupt, interfere with, or alter the Site or Site content, nor shall you allow other persons to do the same. You shall not directly or indirectly collect or attempt to collect any information about others, including password, account, or other information.

Access to the Site may be unavailable at times for the following reasons: (1) scheduled maintenance – there will be necessary periods when systems require maintenance or upgrades; (2) unscheduled maintenance – the Site may be unavailable when unforeseen maintenance is necessary; (3) system outages – major unforeseen events, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, may cause system unavailability; (4) Internet service provider – failure by or unavailability of an Internet service provider. FCERA will make all reasonable efforts to ensure the availability of the Site; however, FCERA is in no way liable for system unavailability or any consequential damages that may result.

Other Limitations of Liability

You are solely responsible for the selection, installation, maintenance, and operation of your personal computer, internet access, and software. FCERA expressly disclaims any and all liability whatsoever concerning the users' access and use of the Site, including but not limited to, the improper use of your personal computer, internet access, and the transmission of data. FCERA is not responsible for any errors or failures due to (a) any malfunction of your personal computer, internet service, or the software; (b) unsuitability of your personal computer or software; (c) any virus; or (d) any problems that may be associated with the use of the Internet.

Disclaimers

The information and materials contained on the Site are provided on an "AS IS" and "AS AVAILABLE" basis. FCERA makes no representations or warranties, expressed or implied, with respect to the materials and information found on the Site. In addition, FCERA makes no representations, warranties, or guarantees that the Site will be (a) secure, accessible continuously, and without interruption or (b) error free. Information available on the Site is produced by FCERA or is acquired from third-party sources believed by FCERA to be accurate and reliable. FCERA does not represent that the information on the Site is current. While FCERA has made every reasonable effort to offer the most current information possible, inadvertent errors can occur.

To the extent that you might otherwise believe that any warranties, guarantees, or representations have been made to you, you hereby agree that such statements, whether made orally or in writing, are to be

construed as merely non-binding expressions of policy rather than affirmative representations, obligations, guarantees, or warranties. In the event of any conflict between this section and other terms and provisions of this Agreement, this section shall take precedence.

Site users assume the risk of using this service. FCERA, and its Trustees and employees, will not be liable to Site users or anyone else for damages or claims of any kind arising from the use or misuse of this Site by anyone. Additionally, this agreement releases FCERA from any claim of harm resulting from a circumstance beyond FCERA's control including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, or natural disasters.

Your access to the Site is governed by all applicable federal, state, and local laws. In the case of a dispute, you agree that the laws of the State of California shall apply to this Agreement. Venue for any action regarding this Agreement shall be in the Superior Court of Fresno County or the United State District Court Eastern District of California, as the case may be. Actual or attempted unauthorized use of the Site may result in criminal and/or civil action. FCERA reserves the right to view, monitor, and record activity on the Site without notice or permission from you. As dictated by legal requirements, FCERA may share the information FCERA gathers with law enforcement agencies or other authorized entities.

Information on this Site is not intended to serve as legal advice or as legal opinion. Information on this Site is intended for general information purposes only. FCERA, and its Trustees and employees, will not be liable for any errors in the Site's content, or for any investment decisions or other actions that you take based on the Site's content. You should not rely on this information for investment, tax, or legal advice. By using the Site, you agree to release and hold FCERA, and its agents and representatives, harmless from any and all claims, demands, and causes of action of any kind or nature whatsoever now and in the future arising out of or in connection with the use of the Site or the information provided herein. By registering to use the Site, you acknowledge and agree to the disclaimers stated above.

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

Privacy Statement

FCERA takes the privacy of its members very seriously. Accordingly, FCERA has taken steps to protect your private information.

The design of the Site includes industry-standard security precautions to ensure a safe and secure user experience. The personal information that you provide through the Site is protected by encryption and a secure socket layer (SSL) connection, so it cannot be read as it is transmitted over the Internet. However, despite FCERA's efforts, it is not possible for FCERA to guarantee the safety and integrity of the Site. By agreeing to this Agreement, you acknowledge that the Internet is not an entirely secure

network and that communications transmitted over the Internet may be lost, intercepted by third parties, or altered.

Email, live chat, and instant messaging are not secure platforms. Information transmitted via email, live chat, and instant messaging may be intercepted by third parties. Therefore, you should not transmit personal information (e.g. Social Security number, account numbers, banking information, etc.) via email, live chat, or instant message. If you wish to communicate sensitive information to the Site or FCERA, send the information via mail or telephone rather than e-mail.

When accessing your Site account, never leave your computer unattended. It is also highly recommended that you close your Internet browser upon exiting/signing out from your account.

FCERA is subject to the California Public Records Act (CPRA). Under the CPRA and cases interpreting the CPRA, FCERA is required to disclose certain member information upon written request. You may review FCERA Public Records Request Policy for additional details.

The Site may contain links to websites created and maintained by other public and private entities. FCERA is not responsible for any material found on any linked website or for the privacy practices of other websites. FCERA encourages Site users to review the privacy statements of other websites. Those privacy policies may differ from FCERA's privacy policies.

Member Portal Registration Process

Overview



Invitation Letter

- Invite member to sign up for member portal.
- Unique System ID



Registration Process

- Member will need to provide:
 - SSN
 - DOB
 - Email Address
 - Complex Password
 - Zip Code
 - Identity Protection Questions
- Accept Terms and Conditions



Email Confirmation

- Member will receive email confirmation to complete the registration process



Web Portal Security

- Member information is our top priority.
- Secure and encrypted connection to the member portal.
- SSN will not be displayed.
- Bank account will be masked.
- Read-only access to their own retirement information with the exception of their phone numbers.
- Timeout after 30 minutes of inactivity.
- Account lock-out after 10 failed sign-on attempts.



Phases of Implementation

1. Active District Members (41)
2. Active Court Members (478)
3. Deferred Members (2,907)
4. Retirees/Benefit Recipients (6,936)
5. Active County Members (6,849)

Questions?

