

LIVE VIRTUAL COMMITTEE MEETING

*The Committee meeting will be held following the Board of Retirement meeting scheduled prior.



TO VIEW VIA WEB



TO PROVIDE PUBLIC COMMENT

You may submit a request to speak during Public Comment or provide a written comment by emailing PublicComment@lacera.com. If you would like to remain anonymous at the meeting without stating your name, please let us know.

Attention: Public comment requests must be submitted via email to PublicComment@lacera.com.

LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION
300 N. LAKE AVENUE, SUITE 650, PASADENA, CA

AGENDA

MEETING OF THE OPERATIONS OVERSIGHT COMMITTEE and BOARD OF RETIREMENT*

LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION

300 NORTH LAKE AVENUE, SUITE 810
PASADENA, CA 91101

WEDNESDAY, SEPTEMBER 1, 2021 - 9:00 A.M.**

This meeting will be conducted by the Operations Oversight Committee by teleconference under the Governor's Executive Order N-29-20.

Any person may view the meeting online at
https://members.lacera.com/lmpublic/live_stream.xhtml

*The Committee may take action on any item on the agenda,
and agenda items may be taken out of order.*

COMMITTEE MEMBERS:

Shawn R. Kehoe, Chair
Herman B. Santos, Vice Chair
Ronald A. Okum
Les Robbins
Vivian H. Gray, Alternate

I. APPROVAL OF THE MINUTES

A. Approval of the minutes of the regular meeting of August 4, 2021

II. PUBLIC COMMENT

(Written Public Comment – You may submit written public comments by email to PublicComment@lacera.com. Correspondence will be made part of the official record of the meeting. Please submit your written public comments or documentation as soon as possible and up to the close of the meeting.

Verbal Public Comment – You may also request to address the Committee. A request to speak must be submitted via email to PublicComment@lacera.com. We will contact you with information and instructions as to how to access the meeting as a speaker. If you would like to remain anonymous at the meeting without stating your name, please let us know.)

III. ACTION ITEMS

- A. Recommendation as submitted by Kathy Delino, Interim Systems Division Manager: That the Committee recommend the Board of Retirement authorize staff to issue a Request for Proposal for software and consulting services to procure, configure, customize, and implement an enterprise Case Management System, which remains an important strategic initiative for LACERA's operational Divisions. (Memorandum dated August 16, 2021)

IV. REPORTS

- A. LACERA Operations Briefing
Luis Lugo, Deputy Chief Executive Officer
JJ Popowich, Assistant Executive Officer

V. ITEMS FOR STAFF REVIEW

VI. GOOD OF THE ORDER

(For information purposes only)

VII. EXECUTIVE SESSION

- A. Potential Threats to Public Services or Facilities
(Pursuant to Subdivision (a) of California Government Code Section 54957)

Consultation with: LACERA Chief Executive Officer Santos H. Kreimann, Deputy Chief Executive Officer Luis Lugo, Systems Division Interim Manager Kathy Delino, Chief Information Security Officer Bob Schlotfeld, and Other LACERA Staff.

VII. ADJOURNMENT

***The Board of Retirement has adopted a policy permitting any member of the Board to attend a standing committee meeting open to the public. In the event five or more members of the Board of Retirement (including members appointed to the Committee) are in attendance, the meeting shall constitute a joint meeting of the Committee and the Board of Retirement. Members of the Board of Retirement who are not members of the Committee may attend and participate in a meeting of a Board Committee but may not vote on any matter discussed at the meeting. The only action the Committee may take at the meeting is approval of a recommendation to take further action at a subsequent meeting of the Board.**

****Although the meeting is scheduled for 9:00 a.m., it can start anytime thereafter, depending on the length of the Board of Retirement meeting preceding it. Please be on call.**

Any documents subject to public disclosure that relate to an agenda item for an open session of the Committee, that are distributed to members of the Committee less than 72 hours prior to the meeting, will be available for public inspection at the time they are distributed to a majority of the Committee, at LACERA's offices at 300 North Lake Avenue, Suite 820, Pasadena, California during normal business hours from 9:00 a.m. to 5:00 p.m. Monday through Friday.

Requests for reasonable modification or accommodation of the telephone public access and Public Comments procedures stated in this agenda from individuals with disabilities, consistent with the Americans with Disabilities Act of 1990, may call the Board Offices at (626) 564-6000, Ext. 4401/4402 from 8:30 a.m. to 5:00 p.m. Monday through Friday or email PublicComment@lacera.com, but no later than 48 hours prior to the time the meeting is to commence.

MINUTES OF THE MEETING OF THE
OPERATIONS OVERSIGHT COMMITTEE
and
BOARD OF RETIREMENT*

LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION

GATEWAY PLAZA - 300 N. LAKE AVENUE, SUITE 810, PASADENA, CA 91101

WEDNESDAY, AUGUST 4, 2021, 12:23 P.M. – 1:43 P.M.

This meeting was conducted by the Operations Oversight Committee by teleconference under the Governor's Executive Order No. N-29-20.

COMMITTEE MEMBERS

PRESENT: Shawn R. Kehoe, Chair
Herman B. Santos, Vice Chair
Ronald A. Okum
Vivian H. Gray, Alternate

ABSENT: Les Robbins

ALSO ATTENDING:

BOARD MEMBERS AT LARGE

Alan Bernstein
JP Harris
Keith Knox

STAFF, ADVISORS, PARTICIPANTS

Santos H. Kreimann, Chief Executive Officer
Luis Lugo, Deputy Chief Executive Officer
JJ Popowich, Assistant Executive Officer
Steven Rice, Chief Counsel
James Beasley, Supervising Administrative Assistant, Admin Services
Kathy Delino, Interim Systems Division Manager
John Harrington, Staff Counsel
Bob Schlotfeldt, CISO
Summy Voong, Interim Assistant Systems Division Manager

STAFF, ADVISORS, PARTICIPANTS (Continued)

Penni Campbell
Karcher Campbell & Associates Insurance Brokerage

Jolene Williams
Karcher Campbell & Associates Insurance Brokerage

The meeting was called to order by Vice Chair Santos at 12:23 p.m. Due to the absence of Mr. Robbins, the Vice Chair announced that Ms. Gray, as the alternate, would be a voting member of the Committee.

I. APPROVAL OF THE MINUTES

A. Approval of the minutes of the regular meeting of July 7, 2021

Mr. Okum made a motion, Mr. Kehoe seconded, to approve the minutes of the regular meeting of July 7, 2021. The motion passed unanimously.

II. PUBLIC COMMENT

III. ACTION ITEMS

A. Recommendation as submitted by Steven P. Rice, Chief Counsel: That the Committee review the Board Teleconference Meeting Policy and provide input as whether to recommend changes to the Board of Retirement. (Memorandum dated July 26, 2021)

Mr. Kehoe made a motion, Mr. Santos seconded, to revise the Board Teleconference Meeting Policy in the four areas mentioned in the memo, and advance to the Board of Retirement for review and approval. The motion passed unanimously.

III. ACTION ITEMS (Continued)

- B. Recommendation as submitted by James Beasley, Supervising Administrative Assistant, Admin Services: That the Committee recommend the Board of Retirement to (1) approve the purchase of Fiduciary and Cyber Liability Insurance effective October 9, 2021 with Euclid/Hudson Insurance Company/Westchester Fire Insurance Company, and NAS Insurance Company/Brit Global Specialty, respectively, and (2) moving forward, authorize presenting insurance options directly to the Board of Retirement to approve all insurance renewals, bypassing the Operations Oversight Committee, due to the timeliness of insurance bids and the close deadlines for renewals. (Memorandum dated July 20, 2021)

Mr. Kehoe made a motion, Mr. Santos seconded, to delegate to staff to continue to work with LACERA's insurance brokers and bring the final recommendation to the Board of Retirement for approval. The motion passed unanimously.

IV. REPORTS

- A. LACERA Operations Briefing
JJ Popowich

Mr. Popowich presented the monthly briefing on LACERA's operations, including the status of the Strategic Plan Goals and Operations Improvement Initiatives, progress on the "100-Day Management Report," and an update on other projects.

- Public Records Request Update
- Report of Felony Forfeiture Cases Processed

- B. Overview & Status of the LACERA Enterprise Wi-Fi Project
Kathy Delino, Interim Division Manager, Systems
Summy Voong, Interim Assistant Division Manager, Systems

Mr. Voong gave a presentation on the LACERA Enterprise Wi-Fi project, which included background and overview, advantages/disadvantages of Wi-Fi, the implementation plan, and a status update.

IV. REPORTS (Continued)

C. Public Records Act Presentation
John Harrington, Staff Counsel

Mr. Harrington gave an educational presentation on the Public Records Act (PRA), including a review of PRA fundamentals, advancing transparency, current issues, tips for Trustees, and future plans.

V. ITEMS FOR STAFF REVIEW

There was nothing to report

VI. GOOD OF THE ORDER

(For information purposes only)

VII. ADJOURNMENT

The meeting adjourned at 1:43 p.m.

***The Board of Retirement has adopted a policy permitting any member of the Board to attend a standing committee meeting open to the public. In the event five or more members of the Board of Retirement (including members appointed to the Committee) are in attendance, the meeting shall constitute a joint meeting of the Committee and the Board of Retirement. Members of the Board of Retirement who are not members of the Committee may attend and participate in a meeting of a Board Committee but may not vote on any matter discussed at the meeting. The only action the Committee may take at the meeting is approval of a recommendation to take further action at a subsequent meeting of the Board.**

August 16, 2021

TO: Operations Oversight Committee
Shawn R. Kehoe, Chair
Herman B. Santos, Vice Chair
Ronald A. Okum
Les Robbins
Vivian H. Gray, Alternate

FROM: Kathy Delino 
Interim Systems Division Manager

FOR: September 1, 2021, Operations Oversight Committee Meeting

SUBJECT: Request for Proposal: Case Management System

RECOMMENDATION

The Operations Oversight Committee recommend the Board of Retirement authorize staff to issue a Request for Proposal for software and consulting services to procure, configure, customize, and implement an enterprise Case Management System, which remains an important strategic initiative for LACERA's operational Divisions.

EXECUTIVE SUMMARY

Seven divisions have expressed interest in a case management system:

1. Benefits
2. Member Services
3. Quality Assurance & Metrics (QA)
4. Retiree Healthcare (RHC)
5. Disability Retirement Services (DRS)
6. Disability Litigation Office (DLO)
7. Legal Office

While each division has unique case management needs and processes, they all work together to provide service to our members. Cases often start in one division and circle through several others before completion. A case management system would help ensure each division works together to improve compliance, quality, and enhance the overall member experience.

DISCUSSION

What is Case Management?

A case is an incident of interest to an organization. Law enforcement organizations have crimes. Software development projects have defect reports. Mortgage companies have loan applications. Crimes, defect reports, and loan applications are numbered, tracked, and managed by these organizations.

A case is comprised of multiple pieces, such as the staff assigned, a history of actions taken, workflows and specific tasks to be performed, relevant documents, deadlines, reminders, status reports, and a resolution.

Case workers control and process the various pieces of a case depending upon his/her assignment and/or the stage of the case. That's how crimes get solved, mortgages loaned, defects fixed, and pension benefits paid. Supervisors and managers oversee case processing by tracking the progress of cases as they progress, intervening when necessary to keep them on track based on established protocols and service levels. Effective organizations monitor the data related to their cases. Mining this collective data helps the organization improve. How many cases were processed last month? How long does each step in the process taken and how long does it take to close a case? Is the organization meeting established service levels? Do certain types of cases require additional resources?

Case management is how an organization manages a case and its many parts. Case management is how the case workers track, document, and resolve cases. Case management helps the organization review past performance and optimize future performance to drive a positive member experience.

Case Management for LACERA

A case management system would allow Specialists throughout the organization to track, document, and resolve members' multiple, concurrent, life-changing requests, ensuring we provide comprehensive counseling from an interdisciplinary team of benefit professionals, while remaining in compliance with regulations and expectations. For example, a member may be considering service retirement pending a disability retirement. Their situation may be complicated by having an outstanding service purchase contract. They may also have reciprocal membership with a second or third agency. Other items to consider include the timing of obtaining retiree healthcare. All these factors must be discussed prior to the member taking any (often permanent) action. Any time retirement decisions are made, multiple LACERA teams are involved in the processing of each step.

Member Services is responsible for counseling the member, often jointly with Disability Retirement Services and Retiree Healthcare. The Benefits Division is responsible for

processing the service purchase, the service retirement, and the disability retirement once the BOR grants a benefit. Quality Assurance is tasked with validating actions taken comply with established business rules, regulations, and laws. All these tasks are performed by no less than four different units within the Member Operations Group. Communications with the Legal team are often necessary to resolve complex matters related to a member who is challenged by one or more of the above-listed factors. Tracking, documenting, and properly resolving each issue in a timely manner is essential for LACERA to provide an exceptional member experience.

A complex, information-dominated, and fast-paced environment requires adaptable and flexible tools which allow for effective communication, collaboration, and expedient resolution of the major life events that face our members. A case management system is a tool that can enhance LACERA's delivery of benefits and services and increase operational efficiency.

What are the benefits of case management software?

Based on preliminary research, we have identified some of the potential benefits of using case management software:

- Deadlines. Case management software manages deadlines and milestones so important dates are not missed and promised service levels are met.
- Assisted Automated Processing: Many member requests follow an established workflow for routine requests. Many of these requests have multiple requirements and work rules that may need to be applied depending on the circumstances. A case management system can help staff ensure that all the steps are followed and can help them choose which automated workflow needs to occur at different stages.
- Automated Time Tracking. Case management systems track the amount of time staff spends working on a particular case or a task within the case. This information will help gauge performance levels and make informed decisions about staffing and assignments. Our personnel resources can be better optimized with this type of data. Automated processes tend to provide more accurate results than manual data compilation and tracking.
- Process Transparency for Members. Case management systems track where a case is within a specific process. For example, a previous service application may require five processing steps for completion. One of these steps may be an exchange of information with another agency. With the use of case management, LACERA will be able to track the detail status of a case and share this information with our members on My LACERA. This information will provide transparency to our members so they will know if LACERA is actively working on their request, waiting for a verification from another agency, or even waiting for a response from the member.

- Improved Process Management. Customizable dashboards provide real-time insight into the current state of active processes at any level. In addition to improved access to personal workflow components, other benefits include visibility of milestones and metrics that report how other personnel are executing their responsibilities. These reports can identify bottlenecks and drive improvements. By having this information, we can reassign tasks to improve the workflow and processes.
- Process Improvement. Tracking all aspects of a member's request and comparing the data collected over time to established metrics and protocols will allow LACERA to identify areas of improvement. For example, a process that routinely misses service levels can be reviewed to determine which steps within the process are missing milestones. Management can then focus on those specific areas to improve the overall experience and restore the process to meet expectations.

What is the difference between case management and workflow?

LACERA currently has a linear workflow system that is integrated with our Pension Administration System. Our existing workflow system is a mission critical system that automates many routine tasks. The key word is routine: workflow is perfect for routine, linear tasks. Workflow will continue to be a core technology at LACERA to support our high volume, routine task. At the same time, Case Management software can also be integrated with our Pension Administration System to support more collaborative, dynamic processes that span multiple divisions. It provides flexibility, allows the user to decide on the next step in the business process, and provides a conceptual case that can be used across divisions. It can also be extended to the Member Portal giving LACERA staff, management, and members access to the status and progress of individual and collective cases.

CASE MANAGEMENT SOLUTION REQUIREMENTS

LACERA seeks a low code/no code Case Management Software solution with the following capabilities:

- Seamless integration with LACERA's Pension Administration System, Workspace
- Ability to create a case through Workspace and Member Portal
- Virtual case file containing multiple documents, process steps, and milestones
- Pre-defined, user-customizable process steps, milestones, and cases
- Pre-defined, user-customizable user roles (staff, supervisor, manager, auditor, etc.)
- Granular identification of cases and tasks with a unique case id and unique tracking number for each process step within a case
- Granular security to allow case status transparency without revealing medical or disability-related data
- Checklists, Action Items

- Reminders, Alerts, including the ability to define escalation protocols tied to roles, positions, and established service levels and/or business rules
- Version control on selected, internally generated documents
- Ability to track the life cycle of a case both internally by staff and online within LACERA's secure member portal by members
- Ability to track progress and define unique service level expectations for each process step, milestone, and case
- Ability to view and reopen completed cases
- Ability to upload documents to a case
- Ability to prioritize cases
- Ability to re-assign cases to staff based on resource capacity planning
- Ability to define parallel and serial tasks/milestones within a case
- Ability to generate, edit, and save letters, forms, and board agendas, including the ability to assemble these letters, forms, and agendas from multiple documents stored in a member document library
- Ability to complete all work tasks through the virtual file
- Ability to schedule, view, analyze appointments using a calendaring function
- Ability to customize operation staff's dashboard and work queue based on staffs' roles and responsibilities

Case Management Software Solution should contain the following tools:

- Query tool with user-defined data points
- Metadata search function
- E-mail Integration for notification and correspondence purposes
- Dashboard for monitoring performance at both the individual and management level
- Dashboard for monitoring both elapsed and active processing time for cases and phases within a case.
- Dashboard to delegate tasks and monitor progress across membership operations
- Electronic exchange of documents with third parties
- Remote access to Case Management System and individual documents
- Ability to track and audit cases and case components

Case Management System Integration requirements:

- Workspace, Pension Administration System (JAVA Based)
- IBM DB2
- IBM P8 Workflow
- Microsoft SQL Server
- Web Services
- Microsoft Power BI
- Microsoft Active Directory Services
- Microsoft Outlook
- Microsoft Dynamics Great Plains

PROPOSED RFP TIMELINE

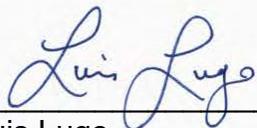
Event Description	Date
RFP release date	10/06/2021
Intent to Respond closing date	10/15/2021
Vendor Conference	10/29/2021
Written questions from Respondents due date	11/05/2021
LACERA's response to Respondents' questions	11/12/2021
Proposal due date	11/19/2021
Finalist Interviews	12/06/2021
Selection Notification	12/17/2021
Commencement of work	Upon contract execution

CONCLUSION AND RECOMMENDATION

LACERA seeks to improve service to our members and increase operational efficiency by implementing a Case Management Software Solution that integrates with our existing Pension Administration System, Workspace. Seven divisions have expressed an interest in such a solution and have identified the requirements of the system.

IT IS THEREFORE RECOMMENDED THAT THE OPERATIONS OVERSIGHT COMMITTEE recommend the Board of Retirement authorize staff to issue a Request for Proposal for software and consulting services to procure, configure, customize, and implement an enterprise Case Management System, which remains an important strategic initiative for LACERA's operational Divisions.

Reviewed and Approved.



Luis Lugo
Deputy Chief Executive Officer

- c: Luis Lugo
- JJ Popowich
- Celso Templo
- Iveta Brecko

September 1, 2021



REQUEST FOR PROPOSAL

Case Management Software Solution

Celso Templo
LACERA Systems Project Management Office
casemanagementRFP@lacera.com
300 NORTH LAKE AVENUE, SUITE 750
PASADENA, CA 91101

TABLE OF CONTENTS

1.	INTRODUCTION	1
2.	SCOPE OF SERVICES	4
3.	MINIMUM QUALIFICATIONS	8
4.	INSTRUCTIONS TO RESPONDENTS	9
5.	NOTICE TO RESPONDENTS REGARDING THE PUBLIC RECORDS ACT AND RALPH M. BROWN ACT	11
6.	NOTICE TO RESPONDENTS REGARDING LACERA DATA PROTECTION	12
7.	CONTRACT NEGOTIATIONS	13
8.	RESERVATIONS BY LACERA	13

EXHIBITS LIST

EXHIBIT A – PROPOSAL COVER PAGE AND CHECKLIST	15
EXHIBIT B - MINIMUM QUALIFICATIONS CERTIFICATION	16
EXHIBIT C – QUESTIONNAIRE	17
EXHIBIT D – AGREEMENT FOR SERVICES	20
EXHIBIT E – IT SECURITY CONTROLS	32
EXHIBIT F – INTENT TO RESPOND	36
EXHIBIT G – SELECTION CRITERIA	37

**LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION
REQUEST FOR PROPOSAL (RFP)
CASE MANAGEMENT SOFTWARE SOLUTION
OCTOBER 6, 2021**

1. INTRODUCTION

1.1. Purpose of Request

The Los Angeles County Employees Retirement Association (LACERA), a \$70 billion public pension fund, is seeking proposals from qualified firms to provide a Case Management Software Solution. LACERA invites qualified firms to respond to this RFP (Respondent).

1.2. Background Information

LACERA is a tax-qualified defined benefit public pension fund established to administer retirement, disability, and death benefits for the employees of the County of Los Angeles and other participating agencies pursuant to the County Employees Retirement Law of 1937 (CERL) (California Government Code Section 31450, et seq.), the California Public Employees' Pension Reform Act of 2013 (PEPRA) (California Government Code Section 7522, et seq.), LACERA's Bylaws and Board Policies, and other applicable California law. LACERA also administers the County's medical and dental retiree health benefits program.

LACERA operates as an independent governmental entity separate and distinct from Los Angeles County and the other participating agencies. LACERA has approximately 186,300 members and payees, including 100,000 active members, 16,600 deferred and inactive members that are eligible for future retirement benefits, 60,200 retired members, and 9,500 survivors. About 56,000 retired members and survivors take part in the medical and dental retiree healthcare programs. In addition to benefits administration, the fund invests in assets to support payment of the promised pension benefits as well as additional sums to support the retiree healthcare program.

The Respondent(s) selected through this RFP process will be recommended to LACERA's Board of Retirement (BOR) for final selection and approval. The BOR has responsibility over administration of pension and healthcare benefits and other fund administrative issues. The BOR comprises four Trustees elected by the general, safety, and retired members, four Trustees appointed by the County's Board of Supervisors, and the sitting County Treasurer and Tax Collector as an ex officio Trustee. The BOR also has two alternate Trustees, one elected by safety members, and one elected by retired members.

The Boards and their Trustees have fiduciary duties as defined in Article XVI, Section 17 of the California Constitution and CERL, with duties owed to the plan members and their beneficiaries taking precedence over any other duties.

LACERA is inviting vendors to submit proposals to implement a low code Case Management Software Solution that seamlessly integrates with LACERA's Pension Administration System.

1. SCOPE OF SERVICES

1.3. Project Overview^[SR1]

LACERA's services begin when an individual is hired by Los Angeles County. Each new hire becomes both a Los Angeles County employee and a member of LACERA. LACERA membership continues throughout the employee's career and retirement.

LACERA strives to improve services that we offer our members as well as increase operational efficiency by modernizing our Information Technology solutions. A Case Management Solution is a top priority of LACERA's IT Modernization effort.

The Case Management Software will be implemented across seven LACERA divisions and will support 220 users.

1.4. Project Goals

The goals of the Case Management Software Solution (CMSS) Project are to:

- Facilitate collaboration between LACERA divisions that provide service to our members
- Increase operational efficiency of our business processes
- Improve visibility into our business processes to increase productivity
- Improve accuracy by reducing manual processing

1.5. Project Scope

LACERA has identified twenty-three (23) processes that need case management automation. These processes have been divided into four phases. This Request for Proposal is for the first phase and includes the following processes:

Phase 1

- First Payment: a process that starts with Retirement Application submission and ends when a new retiree receives benefit payment.
- Disability Retirement: a process that starts with a Disability Retirement Application submission and includes the following components:
 - Application submission and review
 - Records Ordering and evidence gathering
 - Investigative Process including communications with physicians, attorneys, and the member
 - Board Process that includes disability application review and approval by legal department and management and submission to the Board of Retirement for approval

- Vendor Invoicing and Payments for records ordering, medical appointments, and other services
- Appeals processing, including correspondence and deadlines tracking
- Writ tracking

To assist with the quote accuracy, LACERA will conduct a vendor conference prior to the RFP submission and will demonstrate existing business processes to the Vendors. LACERA will provide flowcharts for the Phase one processes and a diagram of software applications supporting these business processes. Vendors must sign a Non-Disclosure Agreement (NDA) to attend the vendor conference.

Processes listed below will be included in subsequent phases and will be handled within a separate procurement. Phases 2 through 5 are *out of scope* for this RFP:

Phase 2 will focus on insurance enrollment and on member appeals resolution processes

- Legal Review
- Insurance Appeals and Escalations
- Insurance Enrollment
- Administrative Appeals and Escalation

Phase 3 will address research and analysis of members' records

- Case Analysis
- Benefit Protection Unit Cases
- Account Settlements

Phase 4 will improve accuracy in calculations and records processing

- In-Line Quality Control
- Post Processing, Quality Control Audit
- Benefit Recalculations

Phase 5 will focus on cases that track payments to members and survivors

- Service Credit Purchases
- Death Processing
- Withdrawals
- Special Payments

1.6. Project Deliverables

1.6.1. Project Management

LACERA Project Management Office (PMO) will be leading the Case Management Software Solution implementation project in collaboration with the Vendor Project Manager who will provide reliable development effort estimates and completion dates. Project execution shall be in Agile-Scrum/Hybrid-Waterfall framework.

1.6.2. Project Management Documentation

The Vendor Project Manager shall create and maintain the Project Plan as well as the Project Control Document.

1.6.3. Case Management Software Solution

The Vendor shall procure, configure, and customize the solution so that it satisfies the requirements outlined in 2.5 Case Management Solution Requirements for the processes included in Phase I outlined 2.3 Project Scope.

1.6.4. Case Management Architectural Diagram

One of the critical success factors of the project is the integration with LACERA's existing Pension Administration System. The Vendor shall work with LACERA's SMEs to determine the integration points of the two systems. The integration should allow a seamless user experience and the ability of the Pension Administration System to create new cases as well as display case status data. The Vendor shall detail the integration between the Case Management and Pension Administration systems in an architectural diagram that shows integration points.

1.6.5. Executive Overviews

In collaboration with LACERA PMO, the Vendor shall conduct Executive Overviews to the LACERA Information Technology Coordination Council (ITCC).

1.6.6. Systems Integration Testing

The Vendor shall conduct system integration testing for all the functionalities provided in deliverable 2.4.3. Case Management Software Solution.

1.6.7. End User Acceptance Testing

The Vendor shall support end user acceptance testing for all the functionalities provided in deliverable 2.4.3. Case Management Software Solution.

1.6.8. End User Documentation

The Vendor shall work with LACERA's Subject Matter Experts, End Users, Quality Assurance Division, and Project Management Office to develop user training documentation, quick reference guides, and on-line help files for all LACERA staff members.

1.6.9. Performance Testing

The Vendor shall conduct performance testing for all the functionalities provided in deliverable 2.4.3. Case Management Software Solution^[JP2]

1.6.10. Multiple solution regions

The Vendor shall establish five distinct regions of the Case Management Software Solution source code, configuration, and data: Development, Quality Assurance, Training, Beta, and Production.

1.6.11. Disaster Recovery Plan

In collaboration with LACERA's Business Continuity and Disaster Recovery SMEs, the selected Vendor shall develop a Disaster Recovery strategy utilizing a high availability solution that will minimize downtime if a disruption with LACERA's CMSS should occur.

1.6.12. Transitional Technical Training

The selected Vendor shall conduct a skillset assessment of LACERA's application development staff members and provide adequate training for any gaps in skills needed to support the new system. The assessment and training should include developers, business analysts, and system administrators.

1.6.13. Systems Administration and Operations Manual

The Vendor shall develop system administration and operational procedures.

1.7. Case Management Solution Requirements

Provide low code / no code Case Management Software Solution with the following capabilities:

- Seamless integration with LACERA's Pension Administration System, Workspace
- Ability to create a case through Workspace and Member Portal
- Virtual case file containing multiple documents, process steps, and milestones
- Pre-defined, user-customizable process steps, milestones, and cases
- Pre-defined, user-customizable user roles (staff, supervisor, manager, auditor, etc.)
- Granular identification of cases and tasks with a unique case id and unique tracking number for each process step within a case
- Granular security to allow case status transparency without revealing medical or disability-related data
- Checklists, Action Items
- Reminders, Alerts, including the ability to define escalation protocols tied to roles, positions, and established service levels and/or business rules
- Version control on selected, internally generated documents
- Ability to track the life cycle of a case both internally by staff and online within LACERA's secure member portal by members
- Ability to track progress and define unique service level expectations for each process step, milestone, and case
- Ability to view and reopen completed cases
- Ability to upload documents to a case
- Ability to prioritize cases
- Ability to re-assign cases to staff based on resource capacity planning
- Ability to define parallel and serial tasks/milestones within a case

- Ability to generate, edit, and save letters, forms, and board agendas, including the ability to assemble these letters, forms, and agendas from multiple documents stored in a member document library
- Ability to complete all work tasks through the virtual file
- Ability to schedule, view, analyze appointments using a calendaring function
- Ability to customize operation staff's dashboard and work queue based on staffs' roles and responsibilities

Case Management Software Solution should contain the following tools:

- Query tool with user-defined data points
- Metadata search function
- E-mail Integration for notification and correspondence purposes
- Dashboard for monitoring performance at both the individual and management level
- Dashboard for monitoring both elapsed and active processing time for cases and phases within a case.
- Dashboard to delegate tasks and monitor progress across membership operations
- Electronic exchange of documents with third parties
- Remote access to Case Management System and individual documents
- Ability to track and audit cases and case components

Case Management System Integration requirements:

- Workspace, Pension Administration System (JAVA Based)
- IBM DB2
- IBM P8 Workflow
- Microsoft SQL Server
- Web Services
- Microsoft Power BI
- Microsoft Active Directory Services
- Microsoft Outlook
- Microsoft Dynamics Great Plains

2. **MINIMUM QUALIFICATIONS**

All respondents must clearly show and document in the proposal the following minimum qualifications:

- Prospective Vendor should have a minimum of five years recent experience developing and implementing Case Management software solutions, including Project Management.
- Prospective Vendor should provide a project manager with a minimum of seven years' experience managing enterprise software implementation for at least 200 users.
- Prospective Vendor should be licensed to do business in California.

3. **INSTRUCTIONS TO RESPONDENTS**

3.1. **RFP Important Dates**

The following table provides a tentative schedule of important dates and deadlines for this RFP. All dates are subject to modification by LACERA without notice.

Event Description	Date
RFP release date	10/06/2021
Intent to Respond closing date	10/15/2021
Vendor Conference	10/29/2021
Written questions from Respondents due date	11/05/2021
LACERA's response to Respondents' questions	11/12/2021
Proposal due date	11/19/2021
Finalist Interviews	12/06/2021
Selection Notification	12/17/2021
Commencement of work	Upon contract execution

4.2. **Response Requirements and Formatting**

4.2.1 Respondents to this RFP must submit the following for delivery no later than **5:00 PM PDT on November 19, 2021**, to the Point of Contact specified in Section 4.2.6 below.

4.2.2. Response to this RFP [JH3] should be submitted as an electronic copy in PDF format via email to casemanagementRFP@lacera.com. To the extent applicable, submissions should also include an **electronic copy** marked "**REDACTED**". The redacted copy should exclude all material from the proposal that the respondent believes in good faith is exempt from disclosure under the California Public Records Act, (California Government Code section 6250 et seq. the "Act"). Individual redactions should appear as blacked out material. Large sections, tables, or entire blank page(s) shall include the word "REDACTED" or "PROPRIETARY" inserted. Each respondent must indicate the basis for each redaction under the Act (defined below) with a citation to the code section and subsection relied upon. Please see the **Section 5** below "*Notice to Respondents Regarding the Public Records Act AND RALPH M. BROWN ACT*" for further information, including but not limited to LACERA's right to determine, in its sole discretion, whether any information in the response, regardless of how labeled, is subject to public production.

4.2.3. Submittals shall be double sided with text in at least 10-point font, but no larger than 12-point font limited to 25 pages, including Exhibits. Submittals shall address all RFP sections in

the same order presented and be responsive to each section. Optional material such as brochures or company information may be included as an attachment but will not be counted as responsive to this RFP and will not be used in scoring.

4.2.4. All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the submission deadline. Responses to this RFP may be changed or withdrawn in writing if modifications are received prior to the submission deadline. Modification to or withdrawal of a proposal received after the submission deadline will not be considered. Responses received after the specified deadline may be considered for evaluation solely at the discretion of LACERA. In addition, LACERA reserves the right to request more information or clarifications from respondents, or to allow corrections of errors or omissions.

4.2.5. All responses to this RFP should follow the outline of the RFP requirements and should fully respond to each section as appropriate and to all questions in Exhibit C. Proposals shall be organized with the corresponding numbering of this RFP, include a Table of Contents, and Fee Schedule. Proposals not following these instructions or not including complete information as requested may result in a lower evaluation score or the proposal being declared non-responsive. For each part of the response, restate the RFP item immediately above the response. Pages in the proposal shall be numbered. When asked, please provide details and state all qualifications or exceptions. All information supplied should be concise and relevant to qualifications.

4.2.6. Contacts with LACERA Personnel

Contacts with LACERA personnel about this RFP, and all inquiries and requests for information shall be directed to the Point of Contact identified below:

Celso Templo
Head of the PMO
LACERA

Gateway Plaza
300 North Lake Avenue, Suite 750
Pasadena, CA 91101-4199

Email:
casemanagementRFP@lacera.com
Phone: 626-564-6000 ext. 4690

4.2.7. Quiet Period

To ensure that prospective Respondents to this RFP have equal access to information about the RFP and communications related to the RFP are consistent and accurate so that the selection process is efficient and fair, a quiet period will be in effect from the date of issuance of this RFP until the selection of one or more respondents is completed and announced.

This RFP and other relevant information related to the RFP, including addenda, modifications, answers to questions, and other updates, will be available to the public at lacera.com. Each

respondent to this RFP will be subject to the same terms and conditions and will receive the same information.

During the quiet period, respondents are not allowed to communicate with any LACERA staff member or Board Trustees regarding this RFP except through the point of contact named herein. Respondents violating the quiet period may be disqualified at LACERA's discretion.

Respondents who have existing relationships with LACERA must limit their communications between LACERA staff and Board Trustees to the subject of the existing services provided by them.

4.2.8. RFP Scoring and Selection Criteria

RFPs will be scored according to Exhibit G, Selection Criteria. LACERA staff may select Respondents based upon the selection criteria or using a combination of onsite interviews and reference verification. LACERA will select respondents for interview or for the final contract based on a holistic evaluation in its sole discretion, and not necessarily based only the Selection Criteria or on the highest score on such criteria.

Selected Respondents may be invited to an interview by LACERA's Board(s). At LACERA's discretion, selected Respondents may be offered the opportunity to present their materials to the Board(s).

4.2.9. Intent to Respond

If your firm chooses to respond to this RFP, please send the Intent to Respond, Exhibit A, via email to casemanagementRFP@lacera.com, by 5:00 p.m. PDT, October 15, 2021. Failure to send your Intent to Respond may disqualify your firm from submitting a response to this RFP.

4. **NOTICE TO RESPONDENTS REGARDING THE PUBLIC RECORDS ACT AND THE RALPH M. BROWN ACT**

The information submitted in response to this RFP will be subject to public disclosure pursuant to the California Public Records Act (California Government Code Section 6250, et. seq., the "Act"). The Act provides generally that all records relating to a public agency's business are open to public inspection and copying unless specifically exempted under one of several exemptions set forth in the Act. If a respondent believes that any portion of its proposal is exempt from public disclosure or discussion under the Act, the respondent must provide a full explanation and mark such portion "TRADE SECRETS," "CONFIDENTIAL" or "PROPRIETARY," and make it readily separable from the balance of the response. Proposals marked "TRADE SECRETS," "CONFIDENTIAL" or "PROPRIETARY" in their entirety will not be honored, and LACERA will not deny public disclosure of all or any portion of proposals so marked.

By submitting a proposal with material marked "TRADE SECRETS," "CONFIDENTIAL" or "PROPRIETARY," a respondent represents it has a good faith belief that the material is exempt from disclosure under the Act; however, such designations will not necessarily be conclusive, and a respondent may be required to justify in writing why such material should not be disclosed

by LACERA under the Act. Fee and pricing proposals are not considered “TRADE SECRET,” “CONFIDENTIAL” or “PROPRIETARY”.

If LACERA receives a request pursuant to the Act for materials that a respondent has marked “TRADE SECRET,” “CONFIDENTIAL” or “PROPRIETARY,” and if LACERA agrees that the material requested is not subject to disclosure under the Act, LACERA will, if times permits, either notify the respondent so that it can seek a protective order at its own cost and expense, or LACERA will deny disclosure of those materials. LACERA will not be held liable, however, for disclosure of such materials, data, and information or for disclosure of such materials if deemed appropriate in LACERA’s sole discretion. LACERA retains the right, in its sole discretion, to disclose all information provided by a respondent, regardless of how such information is labeled.

If LACERA denies public disclosure of any materials designated as “TRADE SECRETS,” “CONFIDENTIAL” or “PROPRIETARY”, the respondent agrees to reimburse LACERA for, and to indemnify, defend and hold harmless LACERA, its Boards, officers, fiduciaries, employees and agents from and against:

1. All claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation attorneys’ fees, expenses, and court costs of any nature whatsoever (collectively, Claims) arising from or relating to LACERA’s non-disclosure of any such designated portions of a proposal; and
2. All Claims arising from or relating to LACERA’s public disclosure of any such designated portions of a proposal if LACERA determines disclosure is deemed required by law, or if disclosure is ordered by a court of competent jurisdiction.

If LACERA staff recommends any respondent to the Boards for hiring, such recommendation, the reasons for the recommendation and the relevant proposal(s) will appear on a publicly posted agenda and in supporting materials for public meetings of the Boards.

Nothing in this RFP requires LACERA to withhold any documents from production under the Act.

5. NOTICE TO RESPONDENTS REGARDING LACERA DATA PROTECTION

LACERA, its consultants, vendors, and contractors have a duty to protect all LACERA data, including without limitation, information related to members and beneficiaries, finances, systems, and operations.

Depending upon the scope of work, the finalist selected through this procurement may have access to sensitive information protected by LACERA’s internal policies, state law, and federal law. In such a case, by submitting a proposal, respondent agrees to subject itself to certain contractual terms designed to protect such information, including without limitation cyber liability insurance, SOC-2 reports (or, in the alternative, a Security Controls Report as per Exhibit E), systems penetration testing, and HIPAA Business Associate agreements, as the case may be. Respondents shall inform LACERA in their response if they have any limitations to agreeing to such terms. Respondents that do not make reservations shall lose their right to do so at the contracting phase.

6. **CONTRACT NEGOTIATIONS**

Upon Board approval, staff will enter contract negotiations with the approved Respondent(s). LACERA may end negotiations, at its sole discretion, if it believes a satisfactory agreement cannot be negotiated. LACERA reserves the right to award a contract based upon proposals received; you should not rely upon the opportunity to alter your proposal (e.g., services to be provided, fees, etc.) during contract negotiations.

The final contract must allow LACERA to terminate a) for its convenience, b) if funds are not appropriated for the services to be provided, and c) for default.

The general form of the contract LACERA intends to use for this engagement is attached as **Exhibit D**. By sending a proposal without comment on the general form contract, Respondent agrees to each term in the contract, and will not seek any modifications to the contract. LACERA has the right to change or negotiate contract terms different than those in Exhibit E in our sole discretion.

Respondents are required to clarify, identify and explain any exception that it desires to take to any of the terms and conditions of this RFP. In addition, a respondent will be deemed to have agreed to each clause in the retainer agreement (and not to seek inclusion of additional clauses), unless the respondent identifies an objection or inclusion, sets forth the basis for the objection or inclusion, and provides substitute language to make the clause acceptable to the respondent or to address an issue the respondent feels is not addressed by the agreement in its response to this RFP. If a satisfactory agreement cannot be negotiated with one or more of the firms, LACERA may, at its sole discretion, terminate such negotiations. LACERA, may then, at its option, initiate fee negotiations with another firm, and so on.

At LACERA's discretion, the term of the contract entered under this RFP may be for an initial period of up to five (5) years, beginning from the date of final execution. There may be two (2) one-year extensions under the same terms and conditions at LACERA's option. All contracts may be terminated at LACERA's convenience at any time.

7. **RESERVATIONS BY LACERA**

In addition to the other provisions of this RFP, LACERA reserves the right to:

- 8.1. Cancel or modify this RFP, in whole or in part, at any time.
- 8.2. Make such investigation as it deems necessary to determine the respondent's ability to furnish the required services, and the respondent agrees to furnish all such information for this purpose as LACERA may request.
- 8.3. Reject the proposal of any respondent who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a timely manner or for any other reason in LACERA's sole discretion.

- 8.4. Waive irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award.
- 8.5. Award a contract, if at all, to the firm which will provide the best match to the requirements of the RFP and the service needs of LACERA in LACERA's sole discretion, which may not be the proposal offering the lowest fees or achieving the highest score, and to change the terms of the proposed agreement attached as Exhibit D.
- 8.6. Request additional documentation or information from respondents. Requested information may vary by respondent. LACERA may ask questions of any respondent to seek clarification of a proposal or to ensure the respondent understands the scope of the work or other terms of the RFP.
- 8.7. The right to choose to not enter into an agreement with any of the respondents to this RFP or negotiate for the services described in this RFP with a party that did not submit a proposal.
- 8.8. Determine the extent, without limitation, to which the services of a successful respondent are or are not actually utilized.
- 8.9. Defer selection of a winning bidder to a time of LACERA's choosing.
- 8.10. Consider information about a respondent in addition to the information submitted in the response or interview.
- 8.11. Add terms and conditions during contract negotiations.

The information that a respondent submits in response to this RFP becomes the exclusive property of LACERA. LACERA will not return any proposal or reimburse proposal preparation expenses.

LACERA shall not be liable for any costs respondents incur in connection with the preparation or submission of a proposal.

(The rest of this page is left intentionally blank)

EXHIBIT A

PROPOSAL COVER PAGE AND CHECK LIST (TO BE SUBMITTED ON RESPONDENT'S LETTERHEAD)

Respondent Name:

Respondent Address:

By submitting this response, the undersigned hereby affirms and represents that they have reviewed the proposal requirements and have submitted a complete and accurate response to the best of their knowledge. By signing below, I hereby affirm that the respondent has reviewed the entire RFP and intends to follow all requirements.

Respondent specifically acknowledges the following facts:

1. Respondent has the required technical expertise and has sufficient capacity to provide the services outlined in the RFP.
2. Respondent has no unresolved questions about the RFP and believes that there are no ambiguities in the scope of work.
3. The fee schedule or price proposal sent in response to the RFP is for the entire scope of work and no extra charges or expenses will be paid by LACERA.
4. Respondent has completely disclosed to LACERA all facts bearing upon any possible interests, direct or indirect, that Respondent believes any member of LACERA, or other officer, agent or employee of LACERA presently has, or will have, in this contract, or in the performance thereof, or in any portion of the profits thereunder.
5. Materials contained in proposals and all correspondence and written questions sent during the RFP process may be subject to disclosure pursuant to the Act.
6. Respondent has no conflicts of interest in the selection process or in the performance of the work.
7. Respondent is not currently under investigation by any state or federal regulatory agency for any reason.
8. The signatory below is authorized to bind the respondent contractually.

[/s]

EXHIBIT B

**MINIMUM QUALIFICATIONS CERTIFICATION
(TO BE SUBMITTED ON RESPONDENT'S LETTERHEAD)**

All Respondents must sign and return this attachment, along with written evidence of how you meet each qualification. The undersigned hereby certifies that the Respondent submitting this response fulfills the minimum qualifications outlined below, as well as the requirements contained in the RFP.

Minimum Qualifications include:

- The Vendor shall have at least five consecutive years' experience developing and implementing Case Management software solutions.
- The Vendor shall provide a project manager with a minimum of seven years' experience managing software implementation projects for at least 200 users.
- The Vendor shall be licensed to do business in California.

The undersigned hereby certifies that they are an individual authorized to bind the Firm contractually, and said signature authorizes verification of this information.

Authorized Signature

Date

Name and Title (please print)

Name of Firm

EXHIBIT C
QUESTIONNAIRE

Provide the name and address of your firm along with the name, title, address, telephone, email address and fax numbers of the contact person from your firm whom LAERA may contact with questions regarding your response. This individual must be authorized to negotiate contracts regarding the scope, terms, and pricing outlined in the proposal.

1. Describe how your firm will manage the project and work with LACERA's Project Management Office. Please provide information on the following:
 - a. Project Initiation/Kick-Off
 - b. Project Management Methodology
 - c. Communication Plan
 - d. Change Management
 - e. Change Orders

2. What Case Management Software Solution do you propose?

3. Describe if and how the proposed solution satisfies each of the requirements outlined in section 2.5.

4. Describe how the proposed solution will be integrated with LACERA's Pension Administration System. Please include details on user interface and case management data integration.

5. If selected as a finalist, you will have an opportunity to present proof of concept to the LACERA Evaluation Team to show how your Case Management software solution satisfies the requirements.

6. Provide details of the training required for the different level LACERA specialists to be able to support and develop the software. Specify training that your company is able to conduct.

7. Describe duration of Support and Maintenance that your company will provide to LACERA, location of support staff and hours of operation.

8. Provide a ten-year cost of ownership table for the proposed solution. The cost should include license fees, professional service fees, maintenance fees, miscellaneous fees for each of the first ten years of ownership.

9. Provide a list of at least three (3) government, public, or private organizations for which your company has provided similar services. Provide the name of the organization, a point of contact, postal address, telephone number, and e-mail address for each reference.

10. Please describe any known or perceived conflicts in the selection process, including any contact during the process or the twelve months preceding issuance of the RFP with LACERA staff or Board Trustees, or which may result if your organization were engaged to perform the services herein requested, including any known relationships the organization or any staff has with any member of LACERA's Board of Retirement, management, staff, or the County of Los Angeles.

11. Please list all gifts given to members of LACERA's Board of Retirement and Staff within the twelve months immediately prior to the date of this RFP. Include the name of the person receiving the gift, and the date the gift was promised or given (the earlier of the two).

EXHIBIT D

AGREEMENT FOR SERVICES

THIS IS THE GENERAL FORM AND CONTENT OF THE CONTRACT LACERA INTENDS TO USE. IN SUBMITTING A PROPOSAL WITHOUT COMMENT ON THE CONTRACT, THE BIDDER WILL BE DEEMED TO HAVE AGREED TO EACH CLAUSE IN THE AGREEMENT BELOW (AND TO NOT SEEK ANY MODIFICATIONS TO THE AGREEMENT), UNLESS BIDDER'S PROPOSAL IDENTIFIES AN OBJECTION OR INCLUSION, SETS FORTH THE BASIS FOR THE OBJECTION OR INCLUSION, AND PROVIDES SUBSTITUTE LANGUAGE TO MAKE THE CLAUSE ACCEPTABLE TO BIDDER.

LACERA RESERVES THE UNILATERAL RIGHT IN ITS SOLE DISCRETION TO MAKE CHANGES TO THE CONTRACT PRIOR TO EXECUTION, WHICH CHANGES WILL NOT PROVIDE BIDDER WITH AN OPPORTUNITY TO MAKE FURTHER CHANGES TO THE OTHER TERMS OF THE CONTRACT.

CONTRACT FOR CASE MANAGEMENT SOFTWARE SOLUTION IMPLEMENTATION

This Contract for Case Management Software Solution Implementation ("Contract") is made and entered into by and between Los Angeles County Employees Retirement Association ("LACERA") and [NAME] ("Vendor") and is effective as of the date shown in Section 5.

Recitals

LACERA seeks the services of a company that offers a low code Case Management Software Solution that seamlessly integrates with LACERA's Pension Administration System.

Vendor represents that they offer the Case Management Software Solution that LACERA seeks.

Contract

1. Services to be Provided.

1. Vendor agrees to perform the services ("Services") described in the Statement of Work ("Statement of Work") attached to this Contract as Attachment A.

2. Vendor agrees to perform the Services at LACERA's offices, and with LACERA's consent, via telephone or email, and when appropriate, at a location of Vendor's choice.

3. All writings prepared or furnished by Vendor to LACERA in the performance of this Contract shall be the exclusive property of LACERA and may be used by LACERA, as LACERA deems appropriate.

4. Vendor's quality of service will be at least equivalent to that which Vendor provides to other clients it serves in the same capacity. Vendor will be held to the same standard of care, skill, prudence, and diligence that applies to other experts practicing in a like enterprise.

2. Independent Contractor.

1. Vendor agrees to perform the Services as an independent contractor and agrees they will be acting at all times as such. Neither party intends, and this Contract may not be construed, to create any relationship of agent, servant, employee, partnership, joint venture or association between Vendor and LACERA. Vendor is not, and will not be deemed to be for any purpose (including, without limitation, Workers' Compensation) an employee of Los Angeles County (the "County"). Vendor is not entitled to any rights, benefits, or privileges of County employees. Vendor is not eligible to participate in any insurance, savings, pension or deferred compensation offered by LACERA or the County.

2. Vendor has no power or authority to assume or create any obligation or responsibility, express or implied, on behalf of LACERA or the County, or to bind LACERA or the County in any way whatsoever.

3. Vendor accepts full and complete responsibility for filing all tax returns and paying all taxes, which may be required, or due for payments received from LACERA under this Contract. LACERA will memorialize payments for Vendor's services on a Form 1099.

4. Vendor represents and warrants that they comply with all applicable federal, state, and local laws, including without limitation, those laws respecting business licenses, withholding, reporting, and payment of taxes. Vendor further represents and warrants that they will report any income accruing to him from this Contract to the appropriate taxing authorities.

3. LACERA's Project Management Office.

LACERA's Project Management Office, composed of the PMO Head and Project Manager has responsibility for determining whether the Services are performed to LACERA's satisfaction. LACERA's PMO Head is Celso Templo and Project Manager is Iveta Brecko. Correspondence can be sent to the following email address caseManagementRFP@lacera.com.

[SR4]

4. Indemnification and Insurance.

4.1 Vendor shall indemnify, defend and save harmless LACERA, its agents, officers and employees from and against any and all liability, damage, suit, cost of suit, or expense, including defense costs and attorney's fees, arising out of or connected with claims for damages of any nature whatsoever arising from or connected with Vendor's operations or its services, including, without limitation, claims for bodily injury, death, personal injury, or property damage, including damage to Vendor's property.

4.2. Without limiting Vendor's obligations to indemnify LACERA, Vendor will provide and maintain at its own expense during the term of this Contract the programs of insurance programs specified in this Contract. Such insurance will be primary and not contributing with any other insurance of self-insurance programs maintained by LACERA, and Vendor agrees to provide and maintain such insurance at its own cost and expense.

4.2.1 Certificate(s) or other evidence of coverage satisfactory to LACERA shall be delivered to prior to commencing services under this Contract and annually thereafter to:

Contract Administrator
LACERA
300 N. Lake Avenue, Suite 650
Pasadena, CA 91101-4199

4.3 Such certificates or other evidence shall:

4.3.1 Specifically identify this Contract.

4.3.2 Clearly evidence all coverages required in this Contract.

4.3.3. Contain the express condition that LACERA is to be given written notice by mail at least 45 days in advance of cancellation for all policies, or, alternatively, in the event the insurers that otherwise provide satisfactory insurance hereunder do not assume third-party notification provisions, Vendor hereby agrees to notify LACERA at least 45 days in advance of any cancellation of any of the policies provided for herein.

4.3.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding that LACERA, its trustees, officers and employees as insureds for all activities arising from this Contract.

4.3.5 Self-Insured Retentions must be declared to and approved by the LACERA. LACERA may require Vendor to purchase coverage with no retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention will be satisfied by the named Vendor

4.3.6 LACERA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

4.4 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to LACERA with an A.M. Best rating of not less than A-, X, unless otherwise approved by LACERA.

4.5 Failure to Maintain Coverage. Vendor's failure Vendor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to LACERA, shall constitute a material breach of the contract upon which LACERA may immediately terminate

or suspend this Contract. LACERA, at its sole option, may obtain damages from Vendor resulting from said breach.

4.6 Compensation for LACERA Costs. In the event that Vendor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to LACERA, Vendor shall pay full compensation for all costs incurred by LACERA.

4.7 Cooperation Regarding Insurance. LACERA may elect to procure insurance against loss or damage it may sustain in connection with Vendor's performance under this Contract. Vendor will promptly cooperate with any reasonable request for information regarding Vendor which is required to obtain such insurance.

4.8 Survival of Obligations. Vendor's obligations under this Section 4 shall survive expiration or termination of this Contract.

4.9 Commercial General Liability. Vendor shall provide and maintain a Commercial General Liability insurance policy, which names LACERA as additional insured. Such policy shall cover legal liability for bodily injury and property damage arising out of Vendor's business operations and services that Vendor provides pursuant to this Contract. Such policy shall include, without limitation, endorsements for Property Damage, Premises-Operations, Products/Completed Operations, Contractual, and Personal/Advertising Injury with a limit of at least \$1,000,000 per occurrence and an annual aggregate of at least 2,000,000. If such insurance is written on a Claims Made Form, such insurance shall be endorsed providing an extended reporting period of not less than five (5) years following termination or expiration of this Contract.

4.10 Auto Liability. Vendor shall provide and maintain a comprehensive auto liability insurance policy endorsed for all "owned", "non-owned", and "hired" vehicles, or coverage for any "auto", with a combined single limit of not less than One Million Dollars (\$1,000,000) per accident.

4.11 Workers' Compensation. Vendor shall bear sole responsibility and liability for furnishing Workers' Compensation benefits to Vendor's employees for injuries arising from or connected with any services provided to LACERA under this Contract. Vendor shall provide and maintain a program of Workers' Compensation, in an amount and form to meet all applicable statutory requirements. In all cases, worker's compensation insurance also shall include Employer's Liability Insurance with limits of not less than \$1,000,000, each accident, and \$1,000,000, disease, covering all of Vendor's employees.

4.12 Errors and Omissions. Vendor shall provide and maintain insurance covering liability arising from any error, omission, negligent or wrongful act of the Vendor, its officers, employees or Agents, with limits of at least \$1,000,000 per claim and an annual aggregate of at least \$2,000,000. The coverage also shall provide an extended one-year reporting period commencing upon termination or cancellation of this Contract.

4.13 Cyber Liability Insurance. Without limiting any of the obligations or liabilities of Vendor, Vendor shall carry and maintain, at its own expense including any applicable deductibles or retention, Cyber Liability insurance with limits of not less than \$2,000,000 for

each occurrence and an annual aggregate of \$5,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy coverage shall include, but not be limited to:

4.13.1 Privacy Liability Coverage. This coverage shall include LACERA and its members for breaches of their private information in the case of a data breach.

4.13.2 Notification Costs. This coverage shall cover the costs of notifying third parties and LACERA members potentially affected by a data breach.

4.13.3 Crisis Management. This coverage shall include the costs of managing the public relations outfall from most data breach scenarios.

4.13.4 Credit/Identity Monitoring. This coverage shall include coverage for affected members for at least 24 months or the minimum legally required period, whichever is longer.

4.13.5 Theft and Fraud Coverage. This coverage shall include the costs of theft or destruction of the LACERA's data and theft of funds.

4.13.6 Network and Business Interruption. This coverage shall include any expense due to an intentional interruption of the LACERA's computer systems.

4.13.7 Data Loss and Restoration. This coverage shall include the costs of diagnosing and repairing the cause of the loss and restoring all data.

5. Term.

The term of this Contract begins on [DATE] (the "Start Date"), and unless terminated for convenience, ends on the earlier of (i) full performance of the Services by Vendor and acceptance by LACERA or [ONE YEAR] after the Start Date. This Contract automatically renews up to four times for subsequent and successive one-year periods under the same terms, conditions and compensation, unless either party delivers its written request for changes not less than ninety (90) days prior to the end of the then current term of the Contract. Neither party is required to renew or extend this Contract.

6. Non-Exclusive Services.

This Contract is not exclusive. Vendor has the right to perform services for others during the term of this Contract, but Vendor agrees not to engage in any business, work or services of any kind under contract, or otherwise, for any person, organization or agency, which in the opinion of LACERA is detrimental to the interests of LACERA or that would materially interfere with the performance of the Services. Vendor agrees to disclose such information regarding business, work or services they perform on behalf of any person, organization or agency as LACERA may reasonably require verifying Vendor's compliance with this Section.

7. Compensation.

LACERA agrees to pay Vendor according to the Fee Schedule attached as Attachment B for performing the Services. Vendor's expenses are included in the compensation described in Attachment B and therefore Vendor is not entitled to any separate reimbursement for any expenses incurred by it in discharging its duties under this Contract, unless otherwise agreed by LACERA.

8. Invoices.

Vendor agrees to submit invoices to LACERA's Project Manager, in arrears, by the tenth day of each calendar month for Services performed during the previous calendar month. Each invoice must (a) describe in detail the Services performed and expenses incurred by Vendor during the invoice period, (b) show the cumulative charges year-to-date (based on a fiscal year beginning July 1) for all Services and expenses, and (c) include such other information as LACERA may reasonably request. Each invoice will be payable within thirty days of receipt by LACERA. If LACERA's Project Manager disputes any portion of an invoice, however, LACERA will pay the undisputed portion only and notify Vendor in writing of the disputed portion. Vendor and LACERA agree to act in good faith to resolve such disputes.

9. Contract Not Assignable.

Vendor may not assign any of its rights, duties, or obligations under this Contract without the prior written consent of LACERA, which LACERA may grant or withhold in its sole discretion.

10. Confidentiality.

10.1 Confidential Information. Vendor understands that, during the performance of this Contract, it will have access to confidential and proprietary LACERA information, policies and procedures, benefits, business practices, and technology concerning LACERA's operations, as well as sensitive confidential member information and business critical non-member information (collectively, "Confidential Information"). For clarity, Confidential Information includes all information of any and every kind provided to Vendor, regardless of whether it may previously have been disclosed by LACERA or others in other contexts, in that LACERA needs to know to whom, when, where, and how all of its information has been disseminated and reserves to itself the right to determine to whom, when, where, and how such information is released. Confidential Information further includes all information related in any way to LACERA provided to Vendor.

Confidential Information may be provided to Vendor or generated or stored by Vendor in written, electronic, verbal, and all others forms. Vendor understands and agrees that:

10.1.1 Vendor shall not disclose Confidential Information to any person within its organization except those persons required to perform the services of the Contract.

10.1.2 Vendor shall not disclose Confidential Information to any third party without LACERA's advance written approval.

10.1.3 Vendor's agreement not to disclose Confidential Information includes an agreement not to disclose information even on a no-names basis.

10.1.4 Vendor will use best efforts, including but not limited to the highest level of care Vendor accords to its own most sensitive information and the most sensitive information of its other clients, to secure and maintain the confidential nature of the Confidential Information.

10.1.5 Vendor will not use the Confidential Information for any purpose other than to perform the services required by this Contract. This confidentiality provision will survive the termination of the Contract.

11. Nondiscrimination.

Vendor hereby promises and agrees that it will comply with Subchapter VII of the Civil Rights Act of 1964, 43USC Section 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract, or under any project, program or activity supported by this Contract.

Vendor shall take affirmative action to ensure that applicants and employees are treated in an unbiased manner without regard to their race, color, religion, sex, age, ancestry, or national origin, physical or mental handicap, marital status, or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12. Compliance with Laws.

Vendor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Contract are incorporated by this reference. Vendor shall indemnify and hold LACERA harmless from any loss, damage or liability resulting from a violation by Vendor of any such laws, rules, regulations, ordinances, and directives.

13. Conflict of Interest.

No officer or employee of LACERA whose position enables him or her to influence the award of this Contract or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity or in any way remunerated by Vendor or have any direct or indirect financial interest in this Contract or in Vendor.

14. Modifications.

Any modification to this Contract must be in writing, signed by Vendor and LACERA, to be effective.

15. Termination for Default.

Services performed under this Contract may be terminated in whole or in part by LACERA providing to Vendor a written Notice of Default if (1) Vendor fails to perform the

services within the time specified in this Contract or any extension approved by LACERA, or (2) Vendor fails to perform any other covenant or condition of this Contract, or (3) Vendor fails to make progress so as to endanger its performance under this Contract.

Vendor shall have ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, LACERA may extend this period or authorize a longer period for cure.

Without limitation of any additional rights or remedies to which it may be entitled, if LACERA terminates all or part of the services for Vendor's Default, LACERA, in its sole discretion, may procure replacement services and Vendor shall be liable for all excess costs incurred by LACERA in connection with those replacement services, as determined by LACERA in its sole discretion.

If it is determined that Vendor was not in Default under the provisions of this Contract, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued under Section 16. Termination for Convenience.

16. Termination for Convenience.

Services performed under this Contract may be terminated in whole or in part at any time LACERA or Vendor deems that termination is in its best interest. LACERA or Vendor shall terminate services by delivering a written Termination Notice which specifies the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice under this section, and unless otherwise expressly directed by LACERA, Vendor shall take all necessary steps and shall stop services on the date and to the extent specified in the Termination Notice and shall complete services not so terminated.

17 SOC-2 Type 2

SOC-2 Type 2 Report. The Vendor shall have an annual audit performed by an independent audit firm. The audits shall include the Vendor's and any subcontractor's handling of Confidential Information and shall address all areas relating to information technology security and operational processes to provide such security. The audits shall be performed in accordance with the guidance set forth in Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC-2 Type 2), as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly recognized professional organization, as agreed to in writing by LACERA. The audit shall assess the security of information technology security and operational process to provide such security as follows:

17.1 The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). The initial SOC 2 Audit shall be scheduled and completed within six months of executing the Contract. All subsequent SOC 2 Audits that are arranged after this first audit shall be performed and submitted annually.

17.2 The SOC 2 Audit shall report in writing on the Vendor's and any subcontractor's system(s) and the suitability of the design and operating effectiveness of controls of the information functions and/or processes to meet the requirements of the Contract, including the security requirements.

17.3 The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the Vendor for the information functions or processes for the services offered to LACERA under the Contract. The Vendor shall ensure the audit includes all subcontractors operating in the performance of the Contract.

17.4 All SOC 2 Audits, including those of the Vendor and any subcontractors, shall be performed at no additional expense to LACERA.

17.5 The Vendor and all relevant subcontractors shall promptly provide a complete copy of the final SOC 2 Report(s) to the Project Manager upon completion of each SOC 2 Audit engagement.

17.6 The Vendor shall provide to LACERA, within 30 calendar days of the issuance of each SOC 2 Report, a documented corrective action plan that addresses each audit finding or exception contained in a SOC 2 Report. The corrective action plan shall identify in detail the required remedial action by the Vendor or subcontractor(s) along with the implementation date(s) for each remedial action.

17.7 If the Vendor or any subcontractor fails to obtain an annual SOC 2 Report, LACERA shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report. The audit will include the information functions and processes utilized or provided by the Vendor and any relevant subcontractor under the Contract. The Vendor and any subcontractor agree to allow the independent audit firm to access its facilities for purposes of conducting this audit engagement. They will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. LACERA will invoice the Vendor for the expense of the SOC 2 Report(s) or deduct the cost from future payments to the Vendor.

18. Disaster Recovery & Business Continuity

Vendor will implement and maintain disaster recovery and business continuity procedures that are reasonably designed to recover data processing systems, data communications facilities, information, data and other business-related functions of LACERA in a manner and time frame consistent with legal, regulatory and business requirements applicable to LACERA.

19. Data Breach Verification

19.1 Vendor shall provide an annual written, signed attestation that to the best of its knowledge, no data breach, hacking, or incidental divulging of Member Records has occurred and that no Member Record has been compromised. The attestation shall verify that adequate internal policies and procedures exist to prevent data theft and unauthorized access.

19.2 Vendor shall provide an annual system penetration test in support of the attestation made in item A above. Vendor shall provide the results of penetration tests to LACERA.

19.3 Vendor shall comply with California Civil Code § 1798.29(e) and California Civ. Code § 1798.82(f). In the event of a security breach of more than 500 records, the Vendor shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General.

19.4 Vendor shall notify any California resident whose unencrypted personal information, as defined, was acquired, or reasonably believed to have been acquired, by an unauthorized person as required by California Civil Code §1798.29(a) and California Civ. Code §1798.82(a).

19.5 Notwithstanding the legal notification requirements in the preceding paragraphs, Vendor will immediately notify LACERA upon its discovery of any incident or data breach.

20. Entire Contract and Severability.

This document (including Attachments A and B) constitutes the final, complete, and exclusive statement of the terms of the Contract between LACERA and Vendor for the services to be performed and supersedes all prior and contemporaneous understandings or Contracts of the parties. The provisions of this Contract are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions or parts thereof shall nevertheless be binding and enforceable and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision which comes closest to the intent of the parties.

21. Governing Law and Venue.

21.1 This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California without regard to principles of conflicts of laws.

21.2 Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract or the transactions it contemplates (whether in contract, tort, equity, or otherwise), shall bring the legal action or proceeding in either the United States District Court or in any court of the State of California sitting in Los Angeles County.

21.3 Each party to this Contract consents to the exclusive personal and subject matter jurisdiction of any United States District Court sitting in the County of Los Angeles and any court of the State of California sitting in the County of Los Angeles, and their appellate courts for the purpose of all legal actions and proceedings arising out of or relating to this Contract or the transactions it contemplates, including all claims of any nature or type, whether in contract, tort, statutory, equitable, legal, or otherwise.

22. Attorney's Fees.

In the event of litigation between the parties concerning this Contract, the prevailing party shall be entitled to recover reasonable costs and expenses incurred therein, including without limitation attorney's fees. These expenses shall be in addition to any other relief to

which the prevailing party may be entitled and shall be included in and as part of the judgment or decision rendered in such proceeding.

23. Interpretation.

Vendor acknowledges they have been given the opportunity to have counsel of their own choosing to participate fully and equally in the review and negotiation of this Contract. The language in all parts of this Contract shall be construed in all cases according to its fair meaning, and not strictly for or against any party hereto. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.

24. Waiver.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, or preceding or subsequent, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

Remainder of Page Intentionally Left Blank

Page Break IN WITNESS WHEREOF, Vendor has signed this Contract, and the [SIGNATORY TITLE] of LACERA has signed this Contract, effective as of the date indicated in Section 5.

LACERA: [Vendor Name]:

Los Angeles County Employees
Retirement Association

By: _____
[TITLE] [Authorized Signatory Title]

Address for notices: Address for notices:

[NAME]
LACERA
300 N. Lake Avenue, Suite [XXX]
Pasadena, CA 91101

Approved as to form:

John Harrington
LACERA Staff Counsel

EXHIBIT E

IT SECURITY CONTROLS

If selected through this RFP process respondent shall provide an initial Security Controls Report in the form attached hereto prior to executing an agreement with LACERA. All subsequent Security Controls Reports that are required after this first report shall be performed and submitted annually. The questionnaires are to focus on security as it applies to the technologies impacting services provided in relation to the scope of work. If a control is found to be inadequate, respondent will develop a remediation plan within 30 days. Respondent will implement the plan and inform LACERA of the change within a mutually agreed upon and reasonable time.

The Security Controls Reports shall report in writing on the respondent's system(s) and the suitability of the design and operating effectiveness of controls, information functions, and/or processes applicable to the environment in which the respondent receives and maintains LACERA records, including the security requirements.

Respondent shall provide to LACERA, within 30 calendar days of the issuance of each Security Controls Report, a documented corrective action plan that addresses each audit finding or exception contained therein. The corrective action plan shall show in detail the required remedial action by respondent along with the implementation date(s) for each remedial action.

If respondent does not obtain an annual Security Controls Report, LACERA shall have the right to retain an independent audit firm to perform such an audit engagement for such a report. The audit will include the controls, information functions, and processes used or provided by respondent. Respondent agrees to allow the independent audit firm to access its facilities for purposes of conducting this audit engagement. They will provide the necessary support and cooperation to the independent audit firm.

The independent audit firm will be engaged by LACERA's legal department and subject to the same confidentiality requirements supported in this agreement, and any disclosure will be on a need-to-know basis only for the purpose of the Security Controls Report. LACERA will invoice respondent for the expense of the report(s) or deduct the cost from future payments to the respondent.

IT Security Controls - LACERA Environment

Control Section	Control Name	Control Description	Control Validation Test/ Review Performed	Control Validation Results
Access Control	Access control policy	An access control policy shall be established, documented, and reviewed based on business and information security requirements.		
	Access to networks and network services	Users shall only be provided with access to the network and network services that they have been specifically authorized to use.		
	User registration and de-registration	A formal user registration and de-registration process shall be implemented to enable assignment of access rights.		
	User access provisioning	A formal user access provisioning process shall be implemented to assign or revoke access rights for all user types to all systems and services.		
	Review of user access rights	Asset owners shall review users' access rights at regular intervals.		
	Removal or adjustment of access rights	The access rights of all employees and external party users to information and information processing facilities shall be removed upon termination of their employment, contract, or agreement, or adjusted upon change.		
	Use of password information	Users shall be required to follow consultant's practices in the use of password information.		
	Secure log-on procedures	Where required by the access control policy, access to systems and applications shall be controlled by a secure log-on procedure.		
	Password management	Password management systems shall be interactive and shall ensure quality passwords.		
Physical and Environmental Security	Physical security perimeter	Security perimeters shall be defined and used to protect areas that contain either sensitive, critical information or information processing facilities.		
	Physical entry controls	Secure areas shall be protected by appropriate entry controls to ensure that only authorized personnel are allowed access.		
	Protecting against external and environmental threats	Physical protection against natural disasters, malicious attacks, or accidents shall be designed and applied.		

	Supporting utilities	Equipment shall be protected from power failures and other disruptions caused by failures in supporting utilities.		
	Equipment maintenance	Equipment shall be correctly maintained to ensure its continued availability and integrity.		
Network Security Management	Network controls	Networks shall be managed and controlled to protect information in systems and applications.		
	Security of network services	Security mechanisms, service levels, and management requirements of all network services shall be identified and included in network services agreements, whether these services are provided in-house or outsourced.		
	Information transfer policies and procedures	Formal transfer policies, procedures, and controls shall be in place to protect the transfer of information using all types of communication facilities.		
Operational	Documented operating procedures	Operating procedures shall be documented and made available to all users who need them.		
	Change management	Changes to consultant, business processes, information processing facilities and systems that affect information security shall be controlled.		
	Capacity management	The use of resources shall be monitored and tuned, and projections made of future capacity requirements to ensure the required system performance.		
	Controls against malware	Detection, prevention, and recovery controls to protect against malware shall be implemented, combined with appropriate user awareness.		
	Information backup	Backup copies of information, software, and system images shall be taken and tested regularly in accordance with an agreed backup policy.		
	Event logging	Event logs recording user activities, exceptions, faults, and information security events shall be produced, kept, and regularly reviewed.		
	Protection of log information	Logging facilities and log information shall be protected against tampering and unauthorized access.		
	Clock Synchronization	The clocks of all relevant information processing systems within an organization or security domain shall be synchronized to a single reference time source.		

	Management of technical vulnerabilities	Information about technical vulnerabilities of information systems being used shall be obtained in a timely fashion, consultant's exposure to such vulnerabilities evaluated and appropriate measures taken to address the associated risk.		
Information Security Incident Management	Responsibilities and procedures	Management responsibilities and procedures shall be established to ensure a quick, effective, and orderly response to information security incidents.		
	Reporting information security events	Information security events shall be reported through appropriate channels as quickly as possible.		
	Reporting information security weaknesses	Employees and contractors using consultant's information systems and services shall be required to note and report any observed or suspected information security weaknesses in systems or services.		
	Response to information security incidents	Information security incidents shall be responded to in accordance with the documented procedures.		
	Learning from information security incidents	Knowledge gained from analyzing and resolving information security incidents shall be used to reduce the likelihood or impact of future incidents.		

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EXHIBIT F

INTENT TO RESPOND

Intent to Respond.

If you choose to respond to this RFP, please send this form to casemanagementRFP@lacera.com via email no later than 5:00 p.m. PDT, October 15, 2021. Failure to send your Intent to Respond may disqualify your firm from submitting a proposal.

LACERA's responses to written requests for clarification or other information will be provided to all Respondents that have submitted an Intent to Respond.

To:	Celso Templo	From:	
Co.:	LACERA – Systems Division	Title:	
Phone:	626-564-6000 ext. 4690	Co.:	
Email:	casemanagementRFP@lacera.com	Phone:	
Re:	Intent to Respond	Email:	
		Date:	

Our firm intends to submit a response for LACERA's RFP for [Services Requested].

Please send inquiries to the following contact:

Name: _____

Title: _____

Company: _____

Mailing Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

EXHIBIT G

SELECTION CRITERIA

The selection criteria below and the weighting schedule of the evaluation factors is a guide only and does not bind or limit LACERA in any way in its selection of vendor(s).

An evaluation committee will review, evaluate, score, and rank all responsive proposals by the evaluation criteria described below. LACERA may invite the highest ranked Respondents for presentations and interviews at which time each will have a limited amount of time to further describe their experience and qualifications, and to answer questions.

Scores will be used merely as an aid in selection and is not binding or determinative on LACERA with respect to the basis for selection. LACERA will evaluate proposals based upon the proven ability of the Respondent to satisfy the requirements in an efficient, cost-effective manner, considering quality of service. LACERA will evaluate responses against the following criteria and factors:

LACERA will consider the criteria, without a specific weighting, unless noted below. The balancing of the factors is in LACERA's sole discretion. LACERA reserves the right to consider factors other than those listed in making its choice.

	CRITERIA	WEIGHT
1	Functional Requirements	40%
2	Technical and Integration Requirements	20%
3	Cost of Ownership	10%
4	Training and Support	20%
5	Vendor References	10%

**FOR INFORMATION ONLY**

August 24, 2021

TO: Operations Oversight Committee
Shawn R. Kehoe, Chair
Herman B. Santos, Vice Chair
Ronald A. Okum
Les Robbins
Vivian H. Gray, Alternate

FROM: Luis Lugo, Deputy Chief Executive Officer 
JJ Popowich, Assistant Executive Officer 

FOR: September 1, 2021 Operations Oversight Committee Meeting

SUBJECT: **LACERA OPERATIONS BRIEFING**

The purpose of this briefing is to share insights on staff activities, updates on goals, and discuss opportunities and/or concerns, including the status of our Strategic Plan Goals and Operations Improvement initiatives. Many of the items highlighted may recur in subsequent briefings or may result in a future comprehensive Operations Oversight Committee (OOC) presentation. The report is broken down into three main sections: Update on Current Strategic Plan Goals, Update on Other Projects, and updates on our progress meeting the goals and recommendations called for under the CEO's "100-Day Management Report to the Trustees of the Board of Retirement and Board of Investments."

Update on Our Focus on Strategic Plan Goals and Operations Improvement

The Workgroups focusing on the top four Strategic Plan goals continue to meet regularly to move our goals forward. Here is a summary of the status of their efforts:

- **Case Management Project Update:** The team has finalized the RFP and will present to the Operations Oversight Committee on September 1, 2021.
- **Retirement Estimate Redesign Project:** The new Retirement Application and Summary is on hold pending the full re-opening of the Member Service Center (MSC). The original plan for the redesigned application, which can best be

described as an informative retirement prospectus designed to provide members all the information they need to make an informed decision about their retirement, was to test the document with members to collect feedback that would be used to refine the new document and process before implementation. Due to current staffing levels in the MSC, we have placed the project on hold until we are fully opened.

Phase II of this project will be to develop the on-line election process. We will set a deadline for the completion of Phase II as we near the end of Phase I.

- **PEPRA Implementation:** This workgroup continues reviewing all the progress made to date on the implementation of the Public Employees' Pension Reform Act of 2013 and subsequent updates to the act passed since then. The Workgroup's focus is on efforts by the Auditor-Controller's (AC) office to address the issue with the County payroll codes. As you may recall, for LACERA to readily assess what portion of an employee's total compensation is pensionable or not, the payroll code 099 must be made more transparent, so it is easier to identify the pay codes that are embedded in this code. Accordingly, LACERA has requested this information from the AC.

The AC has completed their programming of the County's payroll system. Quality Assurance, the Benefits Process Management Group (PMG), and Systems have completed their testing of the files the AC provided to LACERA. The changes must allow LACERA to identify and systematically remove all non-pensionable payroll items from the reported actual earnings. The team has finalized a memo outlining the problems we identified with the present solution. Our plan was to try to schedule a meeting with the AC this month, but we have pushed back that plan until September.

There are no new updates on the Workgroup focusing on the redesign of the Annual Benefit Statement (ABS). Our current statement only supports legacy plan members and is not supported for PEPRA members. Considerable progress was already made on the redesign efforts by the Communications team. We are working to get a better timeline when we can bring an RFP to the Operations Oversight Committee.

Update Progress on the “100-Day Management Report to the Trustees of the Board of Retirement and Board of Investments”

This section will discuss some of the efforts in place to move forward on the recommendations in the 100-Day report. It may not address all progress but will focus on certain goals.

- **Communications, Social Media, and Public Relations Plan:** In January 2021, the Boards hired Englander, Knabe, and Allen, LLC (EKA) to assist LACERA in developing an integrated public relations strategy designed to increase LACERA’s visibility on the positive impacts of public pension plans and LACERA’s efforts to advance public policy on pension issues and concerns. Our Communications team, as part of the CEO’s 100 Day Report to the Board of Retirement and Board of Investments, has been tasked with developing a Communications and Social Media Plan for LACERA that addresses all aspects of communication internally, externally to members, and to the public in general, including the establishment of a social media presence.

EKA has provided an update on their progress and the Executive Office is currently reviewing their update at this time. There is no new update on this project.

Update on Other Projects

Our goal is to continue to keep the Committee updated on other cross-functional teams that are working hard to provide improvements to LACERA’s operations and the services we provide to our members.

- **COLA Bank Retroactive Changes:** In April, the Board of Retirement approved corrections to the COLA Accumulation Bank which involved making retroactive corrections, recalculating benefit allowance amounts, and paying members retroactive benefits due to a discrepancy discovered in the COLA Accumulation bank.

The first phase was completed, and members received their retroactive payments on July 15, 2021, via Direct Deposit. This special payment via direct deposit was a successful first for LACERA and will be the new method for issuing special payments in the near future.

The next phase is in progress. We will be addressing an estimated 533 members who were notified of their monthly increase and whom we notified we were still calculating their retroactive benefits. We expect the next batch of payments will be issued on September 15, 2021. Members in this group will be notified via letter about a week or two prior to the payment of the benefit. As a reminder, these members included legal split payees, active death survivors, and survivors that had pay periods during the impacted periods which already had adjustments, had a past pay hold, or other anomaly at the time that required us to review our automated calculation process.

Approximately 399 received a notice that that they are due an increase and we will be contacting them at a later date. These members will require a complete manual calculation of the increase and retroactive amount due. We are reviewing the estimation of time to complete these cases and will report out at a future meeting.

The remaining population of 763 involve members and survivors that are both deceased. We will handle this population last as we need to contact the estates for their entitlements.

- **Information System:** Our Systems division continues to engage in various process improvement projects and initiatives aimed at securing our network, data, application, and overall system infrastructure. One of the projects the team has been working on over the last several month is the Mainframe Housing Project:
 - *Mainframe Hosting Project* – Recommended for approval on May 5, 2021 by the OOC and approved on June 2, 2021 by the BOR, the Systems Division and the Information Security team began working with Mainline Systems to migrate LACERA's mainframe to a multi-tenant, hosted solution. As stated previously, this migration will ensure the stability of LACERA's mission critical applications and data until LACERA completes the transition of its programs and data to another platform. Also, the migration will provide LACERA an improved disaster recovery solution that decreases both downtime and data loss.

As of August 24, 2021, The Data Migration appliance has been delivered and installed at LACERA. The team has also completed the data migration to the vendor (DMI) hosting site in Phoenix, AZ. We anticipate the project to be completed by the beginning of October 2021.

- *Enterprise Wi-Fi Project* – Approved in the Fiscal Year 2020-21 budget adjustments by the BOR, the Systems Division and the Information Security team began designing LACERA’s Enterprise Wi-Fi network in February 2021. Installation began in June 2021 and when completed, this Wi-Fi network will be available to LACERA staff members, Trustees, and members that are on-site in Pasadena. It will provide a seamless and mobile work experience that fosters collaboration and provides continuous access to applications and data.

As of August 24, 2021, the wiring of the wireless network has been completed and Wi-Fi access points have been installed on all LACERA suites except for the 7th Floor. Unfortunately, due to the global semiconductor chip shortage, a third component of the network is unavailable until December 2021. The shortage of this component has postponed the anticipated completion date to the end of December 2021.

- *IT Service Management Improvement Project* – Approved in the Fiscal Year 2020-21 budget adjustments by the BOR, the Systems Division selected ServiceNow, a cloud-based IT management tool, to improve how the division manages IT incidents, problems, requests, and knowledge. Phase I of the ServiceNow implementation will provide automation and tracking for all requests coming into the Systems Helpdesk. Future phases of the project will introduce hardware asset management as well as sophisticated automation for routine tasks.

As of August 24, 2021, the initial configuration of ServiceNow has been completed and LACERA’s production instance of ServiceNow is up and running. The next steps include a soft rollout to all Systems Division staff members followed by a soft rollout to selected LACERA staff members and finally, a soft rollout to all LACERA staff members. We expect Phase I of the project to be completed by the end of December 2021.

- **Retroactive Salary Projects:** We are scheduled for our second meeting with the Auditor Controller (AC) in late August regarding concerns about collecting contributions on retroactive payroll adjustments. The AC will provide us with updates on their progress addressing the issue and we will be discussing the next steps in the process. LACERA has not yet independently verified any changes

made have addressed the problem. We will continue to work with the AC until this issue is resolved.

- **Membership Category Reporting Project:** We report the total number of members and break down that number into specific categories across several platforms such as the CEO Dashboard Report, the Annual Comprehensive Financial Report (ACFR), among others. A cross-functional team of Systems and our QA & Metrics team have developed a new categorization that more accurately reflects the make up of our membership. This new category correctly accounts for all inactive members – some of which can be eligible for a benefit. The draft reports are being verified for accuracy across different formats. Once verified we will update the Committee.
- **Alameda Project Update:** In 2020, the California Supreme Court issued its decision in the Alameda County Deputy Sherriff’s Association v. Alameda County Employees Retirement Association (“Alameda”) challenging the constitutionality of changes passed in 2013 Assembly Bill 197, which amended the definition of compensation earnable, specifically excluding pay items previously included such as unused vacation, termination pay, in-kind payments, and payments for services rendered outside of normal working hours. The Court upheld constitutionality of the Legislature’s actions.

In February of 2020, the Legal Office notified the Board of Retirement that it had completed an initial review of LACERA legacy pay codes and determined that Standby Pay did not meet the expanded understanding of compensation earnable as a result of the Alameda Case. It was also determined that LACERA would have to modify any member records where members had paid contributions on these earnings on or after January 1, 2013, resulting in refunds of contributions to members. Additionally, changes would be made to any members who retired on or after January 1, 2013 if their FAC included earnings for these pay codes. These members would have their benefits adjusted prospectively from the August 30, 2020 Supreme Court decision.

Staff have been diligently working on implementing these changes. Staff have worked with the Auditor-Controller to ensure all standby pay codes have been marked non-pensionable. LACERA has reprogrammed our system to exclude these pay codes from being considered pensionable. Staff is currently working on drafting letters we will use to notify members of any necessary changes. Staff is

also working on validating calculation methodologies for adjusting contributions, determining refund amounts, and considering potential impacts on previous service purchases. The team is targeting October 1, 2021 as our implementation date. We will keep the Committee informed of the progress of this project.

- **Telecommuting Policy:** A Workgroup consisting of the Executive Office, Human Resources, and Systems is in the final stages of completing a draft policy for the CEO to review.

Attachments:

Public Records Request Update

Report of Felony Forfeiture Cases Processed

DATE RECEIVED	REQUESTER	DOCS REQUESTED
12-21-20	D. Wells, Law offices of Gregory W. Smith	<p>Requested 14 categories of records, including operations of LACERA and hiring of employees and vendors.</p> <p>Request 11 - All video recordings and audio recordings of the April 9th, 2020 Board of Retirement meeting; the June 3rd, 2020 Board of Retirement meeting; and the June 25th, 2020 Audit Committee meeting.</p> <p><i>On December 21st, 2020, sent the <u>links to video and audio of the June 3rd, 2020 Board of Retirement meeting, and the June 25th, 2020 Audit Committee meeting.</u></i></p> <p><i>On December 28th, 31st, 2020, and on January 11th, 2021, sent a <u>DVD of the April 9, 2020 Board of Retirement meeting via FedEx Standard Overnight Delivery.</u></i></p> <p>Request 10 - Requested information regarding Udemy contract.</p> <p><i>On January 15th, 2021, sent one (1) set of responsive documents.</i></p> <p>Request 9 - Requested information regarding Eagle Leadership contract.</p> <p><i>On January 22nd, 2021, sent one (1) set of responsive documents.</i></p> <p>Request 8 - Requested information regarding KH Consulting contract.</p> <p><i>On February 1st, 2021, sent one (1) set of responsive documents.</i></p> <p>Request 7 - Requested information regarding TransQuest contract.</p> <p><i>On February 2nd, 2021, sent one (1) set of responsive documents.</i></p> <p>Request 1 - Requested Systems related communications by CEO Santos R. Kreimann.</p> <p><i>On February 8th, 2021, sent one (1) set of responsive documents.</i></p> <p>Request 3 - Requested documents regarding hiring of Celso Templo.</p> <p><i>On February 8th, 2021, sent 11 sets of responsive documents.</i></p> <p>Time extension to the production of documents.</p> <p>Requests 2, 4-6, and 12-14 remain outstanding.</p> <p><i>On February 16th, 2021, sent one (1) responsive letter regarding extension of time and summary of production status via email.</i></p> <p>Request 2 - Requested documents and communications between CEO Santos R. Kreimann and Celso Templo.</p> <p><i>On February 26th, 2021, sent six (6) sets of responsive documents.</i></p> <p>Request 14 - Requested documents and communications sent or received by Carly Ntoya regarding James Brekk.</p> <p><i>On March 1st, 2021, sent one (1) set of responsive documents.</i></p>

DATE RECEIVED	REQUESTER	DOCS REQUESTED
		<p>Request 3 - Requested documents regarding hiring of Celso Templo.</p> <p><i>On March 1st, 2021, sent one (1) additional set of responsive documents.</i></p> <p>Request 13 - Requested documents and communications sent or received by Celso Templo regarding James Brekk.</p> <p><i>On March 2nd, 2021, sent two (2) additional sets of responsive documents.</i></p> <p>Time extension to the production of documents.</p> <p>Requests 4-6, and 12 remain outstanding.</p> <p><i>On March 2nd, 2021, sent one (1) responsive letter regarding extension of time and summary of production status via email.</i></p> <p>Time extension to the production of documents.</p> <p>Requests 4-6, and 12 remain outstanding.</p> <p><i>On March 15th, 2021, sent one (1) responsive letter regarding extension of time and summary of production status via email.</i></p> <p>Request 4 - Requested Systems related communications by or to Celso Templo.</p> <p><i>On March 19th, 2021, sent one (1) set of responsive documents.</i></p> <p>Time extension to the production of documents.</p> <p>Requests 5, 6, and 12 remain outstanding.</p> <p><i>On March 31st, 2021, sent one (1) responsive letter regarding extension of time and summary of production status via email.</i></p> <p><i>On June 4th, 2021, sent one (1) responsive letter regarding extension of time and summary of production status via email.</i></p> <p><i>On June 30th, 2021, sent one (1) responsive letter regarding extension of time and summary of production status via email.</i></p> <p>Request 6 – Requested all documents and communications by Celso Templo regarding information technology vendor solicitation process.</p> <p><i>On July 7th, 2021, sent 1,400 responsive documents.</i></p>
06-15-21	V. Sayas, Fund Map	<p>Requested information related to 7 new fund investments.</p> <p><i>On July 7th, 2021, sent three (3) responsive documents.</i></p> <p><i>On July 21st, 2021, sent three (3) additional responsive documents</i></p>
07-13-21	T. Hettinger, LP Analyst	<p>Requested information regarding LACERA's current holdings.</p> <p><i>On July 16th, 2021, sent two (2) responsive documents via email.</i></p>

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07-15-21	C. Devereaux, Cobalt GP	Requested quarter 4 2020 performance reports for private equity and real estate. <i>On July 23rd, 2021, sent two (2) responsive documents via email.</i>
07-19-21	P. Singh, WSJ	Requested recording of the July 14 th Board Meeting. <i>On July 20th, 2021, sent one (1) responsive link via email.</i>
07-20-21	Insightia	Requested proxy voting records for a given period in 2021. <i>On July 21st, 2021, sent one (1) responsive document and one (1) responsive link to a document via email.</i>
07-20-21	Municipalities Researcher, Transparent California	Requested pension benefits report for 2020. <i>On July 20th, 2021, sent two (2) responsive documents and a key for values used in the reports via email.</i>
07-20-21	M. Burke	Requested information related to due diligence for HG Vora. <i>On July 20th, 2021, sent one (1) responsive document via email.</i>
07-27-21	R. Bloom, County Counsel	Requested information related to pension benefits for Lee Baca and Paul Tanaka. <i>On July 27th, 2021, sent one (1) responsive document via email.</i>
07-27-21	R. Bloom, County Counsel	Requested information related to pension benefits for Lee Baca, Paul Tanaka, and 12 additional members. <i>On July 28th, 2021, sent one (1) responsive document via email.</i>
07-27-21	J. Weitemeyer, PE Career dot com	Requested information related to investment team employee compensation. <i>On August 4th, 2021, sent one (1) responsive link and information via email.</i>
07-29-21	T. Li, University of Florida	Requested information related to LACERA proxy voting records. <i>On July 30th, 2021, sent three (3) responsive documents and link to Corporate Governance Principles via email.</i>
07-30-21	M. Hicken, CNN	Requested information related to pension benefits for Lee Baca. <i>On July 30th, 2021, sent one (1) responsive document via email.</i>
08-04-21	J. Kelly	Requested recording of 08-04-21 Board of Retirement meeting. <i>On August 4th, 2021, sent one (1) responsive link via email.</i>
08-06-21	LA County Sheriffs	Standing request for monthly BOR approved Fire and Sheriffs' Department retiree listing. <i>On August 6th, 2021, sent two (2) responsive documents via email.</i>
08-06-21	LA County Fire, and LA County HR	Standing request for monthly Ratification of Service Retirement and Survivor Benefit Application Approvals.

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		<i>On August 6th, 2021, sent one (1) responsive link via email.</i>
08-06-21	LA County HR	Standing request for monthly disability retirement list for the BOR. <i>On August 6th, 2021, sent one (1) responsive document via email.</i>
08-13-21	J. Gray, Pitchbook	Requested information regarding first quarter performance data for LACERA holdings in alternative assets. <i>On August 16th, 2021, sent one (1) responsive email with links to LACERA reports.</i> <i>On August 17th, 2021, send one (1) additional responsive document via email.</i>



Documents not attached are exempt from disclosure under the California Public Records Act and other legal authority.

**For further information, contact:
LACERA
Attention: Public Records Act Requests
300 N. Lake Ave., Suite 620
Pasadena, CA 91101**