

# COMMITTEE MEETING VIRTUAL & IN PERSON



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](mailto: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](mailto:PublicComment@lacera.com).

## AGENDA

### MEETING OF THE INSURANCE, BENEFITS & LEGISLATIVE COMMITTEE and BOARD OF RETIREMENT\*

#### LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION

300 NORTH LAKE AVENUE, SUITE 810  
PASADENA, CA 91101

WEDNESDAY, NOVEMBER 2, 2022 - 8:30 A.M.

This meeting will be conducted by the Insurance, Benefits and Legislative Committee both in person and by teleconference under California Government Code Section 54953(e).

Any person may view the meeting in person at LACERA's offices or online at <http://lacera.com/leadership/board-meetings>

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

#### COMMITTEE MEMBERS:

Les Robbins, Chair  
Vivian H. Gray, Vice Chair  
Shawn R. Kehoe  
Wayne Moore  
Herman B. Santos, Alternate

#### I. APPROVAL OF THE MINUTES

A. Approval of the minutes of the special meeting of October 6, 2022

#### II. PUBLIC COMMENT

(Written Public Comment – You may submit written public comments by email to [PublicComment@lacera.com](mailto: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 at [PublicComment@lacera.com](mailto:PublicComment@lacera.com) before and during the meeting at any time up to the end of the Public Comment item. 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. NON-CONSENT ITEMS

A. Recommendation as submitted by Barry W. Lew, Legislative Affairs Officer:  
That the Committee approve the issuance of:

1. A Request for Proposal for state legislative advocacy services; and
2. A Request for Proposal for federal legislative advocacy services.

(Memorandum dated October 21, 2022)

IV. FOR INFORMATION

- A. Engagement Report for October 2022  
Barry W. Lew, Legislative Affairs Officer
- B. Staff Activities Report for October 2022  
Cassandra Smith, Director, Retiree Healthcare
- C. LACERA Claims Experience  
Stephen Murphy, Segal Consulting
- D. Federal Legislation  
Stephen Murphy, Segal Consulting

*(for discussion purposes)*

V. ITEMS FOR STAFF REVIEW

(This item summarizes requests and suggestions by individual trustees during the meeting for consideration by staff. These requests and suggestions do not constitute approval or formal action by the Board, which can only be made separately by motion on an agenda item at a future meeting.)

VI. ITEMS FOR FUTURE AGENDAS

(This item provides an opportunity for trustees to identify items to be included on a future agenda as permitted under the Board's Regulations.)

VII. GOOD OF THE ORDER

(For information purposes only)

VIII. 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.**

**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](mailto:PublicComment@lacera.com), but no later than 48 hours prior to the time the meeting is to commence.***

MINUTES OF THE MEETING OF THE  
INSURANCE, BENEFITS & LEGISLATIVE COMMITTEE  
and  
BOARD OF RETIREMENT\*

LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION

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

THURSDAY, OCTOBER 6, 2022, 8:30 A.M. – 9:00 A.M.

This meeting was conducted by the Insurance, Benefits & Legislative Committee by teleconference under the Governor's Executive Order No. N-29-20.

**COMMITTEE MEMBERS**

PRESENT: Vivian H. Gray, Vice Chair  
Shawn R. Kehoe  
Wayne Moore  
Herman B. Santos, Alternate

ABSENT: Les Robbins, Chair

**ALSO ATTENDING:**

BOARD MEMBERS AT LARGE

Alan Bernstein  
JP Harris  
William Pryor

STAFF, ADVISORS, PARTICIPANTS

Cassandra Smith, Director, Retiree Healthcare  
Santos H. Kreimann, Chief Executive Officer  
Luis Lugo, Deputy Chief Executive Officer  
JJ Popowich, Assistant Executive Officer  
Laura Guglielmo, Assistant Executive Officer  
Steven P. Rice, Chief Counsel  
Barry W. Lew, Legislative Affairs Officer

STAFF, ADVISORS, PARTICIPANTS (continued)

Stephen Murphy, Vice President  
Segal Consulting

Stephanie Messier, Vice President  
Segal Consulting

Richard Ward, Sr. Vice President  
Segal Consulting

Michael Szeto, Senior Actuarial Associate  
Segal Consulting

The meeting was called to order by Vice Chair Gray at 8:30 a.m. Due to the absence of Chair Robbins, Ms. Gray announced that Mr. Santos, 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 September 7, 2022

Mr. Santos made a motion, Mr. Moore seconded, to approve the minutes of the regular meeting of September 7, 2022. The motion passed unanimously.

II. PUBLIC COMMENT

III. FOR INFORMATION

A. Engagement Report for September 2022  
Barry W. Lew, Legislative Affairs Officer

The engagement report was discussed.

B. Staff Activities Report for September 2022  
Cassandra Smith, Director, Retiree Healthcare

The staff activities report was discussed.

C. LACERA Claims Experience  
Stephen Murphy, Segal Consulting

The LACERA Claims Experience reports through August 2022 were discussed.

*(for discussion purposes)*

III. FOR INFORMATION (Continued)

D. Federal Legislation  
Stephen Murphy, Segal Consulting

Segal Consulting gave an update on federal legislation.

IV. ITEMS FOR STAFF REVIEW

(This item summarizes requests and suggestions by individual trustees during the meeting for consideration by staff. These requests and suggestions do not constitute approval or formal action by the Board, which can only be made separately by motion on an agenda item at a future meeting.)

There was nothing to report.

V. ITEMS FOR FUTURE AGENDAS

(This item provides an opportunity for trustees to identify items to be included on a future agenda as permitted under the Board's Regulations.)

There was nothing to report.

VI. GOOD OF THE ORDER

(For information purposes only)

VII. ADJOURNMENT

The meeting adjourned at 9:00 a.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.**

October 21, 2022

TO: Insurance, Benefits and Legislative Committee  
Les Robbins, Chair  
Vivian H. Gray, Vice Chair  
Shawn R. Kehoe  
Wayne Moore  
Herman Santos, Alternate

FROM: Barry W. Lew   
Legislative Affairs Officer

FOR: November 2, 2022 Insurance, Benefits and Legislative Committee Meeting

SUBJECT: **Request for Proposal—Federal and State Legislative Advocacy Services**

## **RECOMMENDATION**

That the Insurance, Benefits and Legislative Committee approve the issuance of—

1. A Request for Proposal for state legislative advocacy services; and
2. A Request for Proposal for federal legislative advocacy services.

## **LEGAL AUTHORITY**

The Insurance, Benefits and Legislative Committee (IBLC) addresses legislative and benefits issues, including retiree healthcare, and makes recommendations to the Board of Retirement (BOR).<sup>1</sup> These responsibilities are consistent with the plenary authority and fiduciary duty of the BOR under Article XVI, Section 17 of the California Constitution to administer the plan, giving precedence to the interests of members and their beneficiaries. The BOR has the authority to select such vendors as are needed to assist in the performance of its duties through prudent delegation.<sup>2</sup> The Requests for Proposals (RFPs), which are the subject of this memo, are in alignment with this legal authority, given the importance of state and federal legislation to health, benefits, and plan administration issues.

## **BACKGROUND**

LACERA and the BOR operate in a highly legal environment. Legislative and regulatory action by the state and federal governments can have significant impact on the plan and its members. The engagement of experienced and knowledgeable state and federal legislative advocates will enable the IBLC and BOR to stay informed of state and federal legislation, develop appropriate principles, policies, and procedures reflecting LACERA's desired level of legislative activism, and implement legislative strategies with respect to

---

<sup>1</sup> *Board of Retirement Standing Committee Charters: Insurance, Benefits and Legislative Committee Charter*, p. 6.

<sup>2</sup> *Board of Retirement Charter*, p. 3.



specific issues. Legislative advocates will help LACERA to maintain credibility in Sacramento and Washington, D.C. and ensure that LACERA's voice is heard when needed.

## **DISCUSSION**

In 2017, LACERA issued RFPs for state and federal legislative advocacy services. Until that time, LACERA had retained Ackler & Associates as its state legislative advocate since 2001 but had not issued any further RFPs to test the market on services or price. At the conclusion of the RFP process, the BOR selected Ackler & Associates and McHugh Koepke & Associates as LACERA's state legislative advocates and Williams & Jensen and Doucet Consulting Solutions as its federal legislative advocates.

The contracts for both the state and federal legislative advocates were for an initial three-year term starting in 2017. Those contracts were subsequently extended for two one-year terms in 2021 and 2022 as allowed by LACERA's *Purchasing and Contract Administration Manual* (p. 54). As such, no further extensions are possible, and staff recommends the issuance of new RFPs for legislative advocacy services.

### State Legislative Advocacy Services

Benefits and plan administration are primarily governed by California state law, including the County Employees Retirement Law of 1937 (CERL), the California Public Employees' Pension Reform Act of 2013, and other applicable laws such as the Ralph M. Brown Act, the California Public Records Act, and the Political Reform Act of 1974. The BOR's fiduciary duties are governed by the California Constitution, CERL, and other applicable laws that are subject to change by state legislative and political action.

Benefit and plan administration issues affecting CERL systems such as LACERA have received considerable political attention in recent years as "pension reform" has been promoted and publicized in California, particularly during times of economic challenge affecting public sector finances and investment returns. These issues are visible to members and a source of concern for many of them.

In recognition of the important role of state law and legislative developments in LACERA's business, LACERA has long had an internal Legislative Affairs Officer and an external legislative advocate in Sacramento. Historically, our legislative advocate, Joe Ackler of Ackler & Associates has served LACERA since 2001. He had assisted LACERA with fostering relationships with key legislators and committee staff, communicating with other interest groups, securing sponsorship for legislation, guiding LACERA-sponsored bills through the legislative process, advocating BOR-adopted positions on bills, and conducting periodic Board presentations. With Mr. Ackler's passing in early 2022, Naomi Padron of McHugh Koepke & Associates, the firm retained along with Ackler & Associates in the 2017 RFP process, continued her service as LACERA's state legislative advocate.

*Federal Legislative Advocacy Services*

LACERA's engagement at the federal level became more active with the retention of Williams & Jensen and Doucet Consulting Solutions in 2017. Federal issues relevant to LACERA include the repeal of the Windfall Elimination Provision and Government Pension Offset, the excise (or "Cadillac") tax under the Affordable Care Act (which has since been repealed in 2019), the repeal of the direct payment requirement for the public safety officer healthcare tax exclusion, tax qualification, and similar issues.

Tony Roda of Williams & Jensen and Shane Doucet of Doucet Consulting Solutions has assisted LACERA staff and trustees with fostering relationships with the Los Angeles County Congressional Delegation and committee staff. Their efforts were focused in particular with the three Los Angeles County members of the powerful House Ways & Means Committee, which has jurisdiction over Social Security, Medicare, and tax qualification matters.

The proposed RFPs, if approved for issuance, will give the IBLC and BOR the opportunity to ensure that legislative services on health, benefit, and plan administration issues continue to meet current needs.

**IT IS THEREFORE RECOMMENDED THAT THE COMMITTEE** approve the issuance of—

1. A Request for Proposal for state legislative advocacy services; and
2. A Request for Proposal for federal legislative advocacy services.

**Reviewed and Approved:**



---

**Steven P. Rice, Chief Counsel**

**Attachments**

Attachment 1—RFP: State Legislative Advocacy Services

Attachment 2—RFP: Federal Legislative Advocacy Services

State and Federal RFPs  
Insurance, Benefits and Legislative Committee  
October 21, 2022  
Page 4

cc: Santos H. Kreimann  
Luis Lugo  
JJ Popowich  
Laura Guglielmo  
Steven P. Rice  
Cassandra Smith

**ATTACHMENT 1**

November 9, 2022



## REQUEST FOR PROPOSAL

### State Legislative Advocacy Services

Barry Lew, Legislative Affairs Officer  
626-831-9815 | [blew@lacera.com](mailto:blew@lacera.com)  
300 NORTH LAKE AVENUE, SUITE 650  
PASADENA, CA 91101

## **TABLE OF CONTENTS**

1.	INTRODUCTION	3
2.	SCOPE OF SERVICES	5
3.	MINIMUM QUALIFICATIONS	7
4.	INSTRUCTIONS TO RESPONDENTS	8
5.	NOTICE TO RESPONDENTS REGARDING THE PUBLIC RECORDS ACT AND RALPH M. BROWN ACT	11
6.	CONTRACT NEGOTIATIONS	12
7.	DIVERSITY, EQUITY, AND INCLUSION	13
8.	RESERVATIONS BY LACERA	14

## **EXHIBITS LIST**

EXHIBIT A – PROPOSAL COVER PAGE AND CHECKLIST	16
EXHIBIT B - MINIMUM QUALIFICATIONS CERTIFICATION	17
EXHIBIT C – QUESTIONNAIRE	19
EXHIBIT D –AGREEMENT FOR SERVICES	21
EXHIBIT E – INTENT TO RESPOND	34
EXHIBIT F – SELECTION CRITERIA	35
EXHIBIT G – LACERA LEGISLATIVE POLICY	36
EXHIBIT H – DIVERSITY, EQUITY, AND INCLUSION	37

**LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION  
REQUEST FOR PROPOSAL (RFP)  
STATE LEGISLATIVE ADVOCACY SERVICES  
NOVEMBER 9, 2022**

**1. INTRODUCTION**

1.1. Purpose of Request

The Los Angeles County Employees Retirement Association (LACERA), a \$71 billion public pension fund, is seeking proposals from qualified firms to provide state legislative advocacy services to LACERA and its Board of Retirement concerning its areas of interest, including but not limited to pension and healthcare benefits, plan administration and governance, and other pension and retirement-related matters. LACERA invites qualified firms to respond to this RFP (Request for Proposal).

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 168,000 members, including 96,000 active members and 72,000 retired members. About 110,000 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). The BOR has responsibility over the administration of pension and healthcare benefits and other fund administrative issues. The BOR consists of 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 Board and its 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 state legislative advocacy services.

The Board engages legislative issues according to the framework set forth in the Board-approved Legislative Policy, a copy of which is attached as Exhibit G. The Board has an Insurance, Benefits & Legislative Committee (IBLC), which serves as an initial screen for legislative business. Past agendas and agenda materials of the Board and the IBLC are available on [lacera.com](http://lacera.com).

At the staff level, legislative issues are the general responsibility of LACERA's internal Legislative Affairs Officer, who is part of the Legal Division and advises the Board and the IBLC on a monthly basis concerning a wide variety of legislative issues. Staff in the Retiree Healthcare Division advises the Board and the IBLC monthly regarding health-related legislative issues. In addition, staff throughout the organization—including Member Services, Benefits, Quality Assurance, Executive Office, and other internal divisions—is knowledgeable about, deals on a regular basis with, and is affected by legislative issues.

LACERA, the Board, and the IBLC have a long history of robust engagement with California state legislative issues affecting CERL, PEPR, and other state proposals concerning LACERA's interests. State-level engagement is achieved through Board action guided by LACERA's internal Legislative Affairs Officer, an external state legislative advocate located in Sacramento (the state capital), and other staff.

Examples of LACERA's state legislative engagement include:

- Sponsorship of legislation.
- Monitoring of legislation.
- Communication between staff and the external state legislative advocate.
- Monthly reports by staff to the Board and the IBLC concerning legislative issues.
- Annual Board report by the external legislative advocate.
- Board-approved positions on legislation of Support, Oppose, Neutral, or Watch. Positions are initially presented to the IBLC and then presented to the full Board for final approval. Board action to Support or Oppose will be followed by letters from LACERA's Chief Executive Officer to legislators and the Governor informing them of LACERA's position.
- Leadership positions, including the past president and members of the Legislative Committee and other committees, in the State Association of County Retirement Systems (SACRS), which consists of the 20 California county systems formed, like LACERA, under CERL. Trustees and staff are also frequent speakers on issues at SACRS and other state and national pension organizations, including the California Association of Public Retirement Systems (CALAPRS), the National Conference on Public Employee Retirement Systems (NCPERS), and the National Association of Public Pension Attorneys (NAPPA).



- Periodic staff and executive management trips to Sacramento to meet with LACERA’s external legislative advocate, legislators and their staff, or other persons of interest in the capital.
- Information gathering concerning state legislative, public policy, political, and election issues as required.

By this RFP, the Board desires to review its existing resources, and equip itself to continue to pursue a high level of state legislative and regulatory engagement when appropriate in the interest of LACERA and its members, through the retention of a state legislative advocate with knowledge and experience with the health and pension benefit and plan administration issues affecting a California public pension system. As explained more fully in the Scope of Services below, LACERA and the Board expect that the state legislative advocate will provide information and reports to staff and the Board about potential and proposed state legislation and regulations, facilitate communication between LACERA, state decision makers, and other groups that may be aligned with LACERA’s interests, advise the Board on legislative and regulatory strategies, and implement agreed-upon strategies so that LACERA’s voice is heard and may have some influence on state discussion and decision-making.

## 2. **SCOPE OF SERVICES**

LACERA seeks to hire an external state legislative advocate (Consultant) to perform the following services with respect to potential, proposed, and actual legislation, regulations, trends, discussion, and debate among decision makers, stakeholders, and other interested parties, relating to health and pension benefit and plan administration issues that may impact LACERA and its active or retired members (State Issues). Examples of State Issues include but are not limited to CERL, PEPRA, the Ralph M. Brown Act, the Public Records Act, public pension service retirement benefits, disability retirement benefits, retiree healthcare benefits, pension reform legislation and initiatives, information and data privacy and protection, fiduciary duties of the Board, pension-related provisions of the California Constitution, public pension plan operations, plan administration and transparency, and the Political Reform Act and other conflicts of interest and ethics legislation and regulations.

- A. Monitoring.** Consultant shall monitor State Issues with all appropriate sources, including members of the Legislature, committees, legislators’ and committee staffs, state agencies, and interest groups aligned with or adverse to LACERA’s interests. In monitoring, the Consultant shall be aware of relevant time periods associated with legislative or regulatory proposals so that LACERA can be informed and take timely action, if it elects to do so. Consultant shall regularly communicate, verbally and in writing, as appropriate, with LACERA staff on an ongoing basis with respect to relevant matters. Monitoring shall also include an assessment of the impact of a proposal or issue on LACERA and its members.
- B. Bill/Regulation Tracking.** Consultant shall obtain copies of proposed and actual legislation and regulations relating to the State Issues and shall track the progress of such legislation and regulations and other relevant information,

including applicable deadlines.

- C. Regular Bill/Regulation Report to the IBLC; Other Reports.** Consultant shall prepare written reports for the IBLC based on a frequency and format to be agreed upon with the Legislative Affairs Officer, concerning proposed and actual legislation regulations and other activity relevant to the State Issues, including an explanation of the relevance and impact on LACERA and its members. Consultant shall prepare such other written reports as LACERA may request from time to time with respect to State Issues. All such reports shall be delivered in strict adherence to the schedule provided by LACERA so that each report can be included in the Board packet distributed to trustees in advance of their meetings.
- D. Development of Strategy.** Consultant shall work with the Board, the IBLC, and LACERA staff to determine the desired degree of engagement on State Issues and then develop a strategy of legislative advocacy to further LACERA's objectives and interests. Consultant shall assist in the development or revision of internal principles, policies, and procedures relating to LACERA's desired level of activism on legislative issues at the state level.
- E. Communication with the Board, the IBLC, and Staff.** Consultant shall communicate as needed with LACERA, including at least two personal appearances per year before the Board or the IBLC, so that LACERA is informed and can engage directly with the Consultant regarding State Issues, the implementation of each strategy, and other activities pursued by the Consultant.
- F. Communication with Interested Parties.** Consultant shall communicate as appropriate with all interested parties, including parties supportive of and/or adverse to LACERA's positions, regarding LACERA's strategies and priorities and to learn the strategies and priorities of other parties. Consultant shall consider, when appropriate, coordination of communication and action with LACERA stakeholder groups, including the plan sponsor and member organizations.
- G. Legislative Advocacy.** Consultant shall advocate Board-approved positions on legislation and regulations, including direct personal communications with legislators and regulators, correspondence, meetings, testimony, and reports, to the relevant decision makers. The Consultant shall locate bill sponsors when necessary and manage sponsored legislation through the legislative process. These services shall also include distribution of letters and management of other forms of communication, such as personal meetings, with regard to official positions the Board may take on specific legislation. The Consultant shall use other legislative advocacy strategies as needed.
- H. Establish an Active Presence for LACERA.** Consultant shall conduct itself at all times in a manner and shall take such steps as are appropriate within the

approved strategy to raise awareness of LACERA's issues and interests and establish an active, credible presence for LACERA on State Issues with legislators, regulators, and other relevant parties.

- I. **Special Projects.** Consultant shall perform special projects, with LACERA's advance written approval, relating to State Issues, including information gathering concerning state legislative, public policy, political, and election issues as required.

This RFP relates only to California state legislative advocacy services with regard to State Issues as defined. This RFP does not relate to federal legislative advocacy services, which are the subject of a separate RFP issued concurrently. Interested and qualified parties may respond to both RFPs.

### 3. **MINIMUM QUALIFICATIONS**

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

- At least five (5) years highly responsible and accountable experience managing complex State Issues for public entity clients and advocating directly with legislators and regulators in Sacramento on such issues to achieve client objectives.
- A diverse and experienced team to provide the expertise, varying background and perspectives, depth, and bench of resources needed to perform the Scope of Services.
- An established office in Sacramento.
- Strong substantive knowledge of the State Issues.
- Experience analyzing legislation and developing legislative and regulatory proposals with respect to State Issues.
- Strong understanding of state legislative advocacy and communication strategies.
- Longstanding and positive working relationships with legislators, regulators, their staff, and other parties in connection with legislative advocacy.
- A track record of accomplishment in legislative advocacy on State Issues.
- A proactive approach to the Scope of Services.
- Exceptional writing skills.

- Exceptional interpersonal and presentation skills.
- The ability to work well with and maintain the confidence of the Board, the IBLC, and staff.
- The ability to deliver services in a timely and cost-effective manner.
- Sound judgment.
- No professional and/or ethical conflicts, or the appearance of conflicts, with LACERA's interests, and an approach that reflects strong sensitivity to ethical concerns.
- A strong educational and professional background.

#### 4. **INSTRUCTIONS TO RESPONDENTS**

##### 4.1. 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	November 9, 2022
Intent to Respond closing date	December 7, 2022
Written questions from Respondents due date	December 21, 2022
LACERA's response to Respondents' questions	January 9, 2023
<b>RFP due date</b>	<b>January 20, 2023</b>
Finalist Interviews (estimate)	February 2023
Selection Notification (estimate)	March 2023
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 January 20, 2022** to the Project Manager specified in Section 4.3. below.

4.2.2. Response to this RFP should be submitted as an electronic copy in PDF or Microsoft Word format via email to:

Barry Lew  
Legislative Affairs Officer  
LACERA  
300 North Lake Avenue, Suite 650  
Pasadena, CA 91101  
[blew@lacera.com](mailto:blew@lacera.com)

If the file is too large to email, it may be submitted on a USB flash drive.

If Respondent requests any confidential information to be exempt from public disclosure, then submissions should also include one **unbound** copy, and one **electronic copy**, each marked “**REDACTED**.” The redacted copies should redact 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. LACERA cannot guarantee that redacted information will not be publicly available. Please see the **Section 5** below “*Notice to Respondents Regarding the Public Records Act AND RALPH M. BROWN ACT*” for further information. An electronic copy of both the original and the redacted response in PDF format saved on separate DVDs, each labeled accordingly.

4.2.3. Submittals shall be double-sided with text in at least 10-point font, but no larger than 12-point font, including Exhibits. Submittals shall address all RFP sections in the same order presented and be responsive to each section.

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 and items in Exhibit C and should contain at a minimum:

4.2.3.1. Cover Letter. A cover letter (EXHIBIT A) shall be signed by the individual(s) who is (are) authorized to bind the respondent contractually.

4.2.3.2. Minimum Qualifications Certification. You must certify, by completing and signing EXHIBIT B, that your firm meets the minimum qualifications required.

4.2.3.3. Table of Contents. The response must contain a Table of Contents that identifies the major sub-sections of the Questionnaire.

4.2.3.4. Questionnaire. Provide your response to the enclosed Questionnaire (EXHIBIT C). Responses shall be in the prescribed format.

4.2.3.5. Attachments. 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. 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.

#### 4.3. 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:

Barry Lew  
Legislative Affairs Officer  
LACERA

300 North Lake Avenue, Suite 650  
Pasadena, CA 91101

Email: [blew@lacera.com](mailto:blew@lacera.com)  
Phone: 626-831-9815

#### 4.4. 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](http://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 member 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 members to the subject of the existing services provided by them.

#### 4.5. Questions relating to this RFP

All questions, inquiries, and requests for additional information concerning this RFP should be received no later than 5:00 PM PDT, December 21, 2022, and should be emailed to Barry Lew ([blew@lacera.com](mailto:blew@lacera.com)). All questions received and responses thereto will be posted on LACERA's website ([www.lacera.com](http://www.lacera.com)) under the "Business Opportunities" section that relates to this RFP (<https://www.lacera.com/who-we-are/business-opportunities>) on or about 5:00 PM PDT, January 9, 2023.

#### 4.6. RFP Scoring and Selection Criteria

RFPs will be scored according to Exhibit F, *Selection Criteria*. LACERA staff may select Respondents based upon the selection criteria or using a combination of onsite interviews and reference verification.

The highest scoring 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).

#### 4.7. Intent to Respond

If your firm chooses to respond to this RFP, please send the Intent to Respond, Exhibit E, via email to Barry Lew ([blew@lacera.com](mailto:blew@lacera.com)), by 5:00 p.m. PDT, December 7, 2022. Failure to send your Intent to Respond may disqualify your firm from submitting a response to this RFP.

### 5. **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 deny disclosure of those materials. LACERA will not be held liable, however, for inadvertent 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 to disclose all information provided by a respondent.

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. LACERA retains the discretion to publicly produce information it deems necessary and appropriate, and respondent agrees, by responding, that LACERA has no liability to respondent for such production.

## **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 D in our sole discretion.

Respondents are required in their response to 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 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. DIVERSITY, EQUITY, AND INCLUSION**

LACERA values diversity, equity, and inclusion ("DEI"), and believes that effectively accessing and managing diverse talent leads to improved outcomes. LACERA takes a broad view of diversity, inclusive of varied backgrounds including, but not limited to, age, experience, race, ethnicity, sexual orientation, gender, gender identity, disability status, national origin, and culture. LACERA expects its business partners to respect and reflect LACERA's value of DEI.

With respect to diversity, the response must include a description of your firm's DEI efforts further described below as well as a response to EXHIBIT H at the end of this RFP:

- description of diversity policies, practices, and procedures maintained by the firm regarding equal employment opportunity, including the recruitment, development, retention, and promotion of a diverse and inclusive workforce, non-discrimination based on gender, race, ethnicity, sexual orientation, age, disability status, veteran's status, and other legally protected categories, and prohibition of sexual harassment in the workplace. If the respondent has written policies that address these matters, provide copies with the response to this RFP.
- the oversight, monitoring, and other compliance processes for implementation and enforcement of the firm's diversity policies, practices, and procedures, including the name of the individual who is responsible for oversight of the firm's method to measure the effectiveness of the policies, and conclusions as to effectiveness.
- any judicial, regulatory, or other legal finding, formal action, or claims related to equal employment opportunity, workplace discrimination, or sexual harassment during the past ten (10) years.

## 8. **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 has failed to comply with the requirements of this RFP, or 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.
- 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.
- 8.12. 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 CHECKLIST (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 is not currently under investigation by any state or federal regulatory agency for any reason.
7. 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:

- At least five (5) years highly responsible and accountable experience managing complex State Issues for public entity clients and advocating directly with legislators and regulators in Sacramento on such issues to achieve client objectives.
- A diverse and experienced team to provide the expertise, varying background and perspectives, depth, and bench of resources needed to perform the Scope of Services.
- An established office in Sacramento.
- Strong substantive knowledge of the State Issues.
- Experience analyzing legislation and developing legislative and regulatory proposals with respect to State Issues.
- Strong understanding of state legislative advocacy and communication strategies.
- Longstanding and positive working relationships with legislators, regulators, their staff, and other parties in connection with legislative advocacy.
- A track record of accomplishment in legislative advocacy on State Issues.

- A proactive approach to the Scope of Work.
- Exceptional writing skills.
- Exceptional interpersonal and presentation skills.
- The ability to work well with and maintain the confidence of the Board, the IBLC, and staff.
- The ability to deliver services in a timely and cost-effective manner.
- Sound judgment.
- No professional and/or ethical conflicts, or the appearance of conflicts, with LACERA's interests, and an approach that reflects strong sensitivity to ethical concerns.
- A strong educational and professional background.

**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

#### (RESPONDENT SHALL USE QUESTIONNAIRE FORMAT IN ITS PROPOSAL)

LACERA reserves the right in its discretion to request additional information from any respondent, although such requests may not be made to all respondents.

#### **Executive Summary**

The proposal must provide an overview of the respondent's background, experience, and other qualifications to serve as LACERA's legislative advocate with respect to State issues.

#### **Experience, Approach, and Success**

The proposal must provide a detailed statement of the respondent's experience and accomplishments in providing legislative advocacy services on State issues, including, if subject to disclosure, information concerning such work performed for other public pension systems. LACERA's goal in the RFP process is to obtain a comprehensive understanding of the respondent's experience, approach, and success in providing such services. LACERA is also interested in how the respondent differentiates themselves from other firms offering similar services.

#### **Assigned Professionals**

The proposal must set forth the name of the project lead and all other professional staff expected to be assigned to LACERA's work, including a detailed profile of each person's background and relevant individual experience and the ability of a diverse group of professionals with different perspectives to collectively to function together as a team and to work effectively with the Board, the IBLC, and staff in performing the scope of services.

#### **References**

The proposal must identify as references at least three (3) public pension systems, public entities, or other references for which the respondent has provided state legislative advocacy services on State issues, including, for each reference, an individual point of contact, the length of time the respondent served as legislative advocate, and a summary of work performed.

#### **Fees and Costs, Billing Practices, and Payment Terms**

The proposal must explain the pricing proposal for the scope of work, including pricing of fees and costs, billing practices, and payment terms that would apply assuming a five (5) year initial duration of the engagement as well as any additional period during which the engagement may extend. LACERA does not place any limits on the approach to pricing and is open to presentation of more than one pricing alternative for the scope of work or portions of it. For example, the respondent might propose a monthly fixed fee with special projects to be performed on an hourly rate basis. This section of the response should include an explanation as to how the pricing approach(es) will be managed to provide the best value to LACERA. The respondent should represent that the pricing offered to LACERA is, and will remain, equivalent to or better than that provided to other government clients, or should provide an explanation as

to why this representation cannot be provided. All pricing proposals should be “best and final,” although LACERA reserves the right to negotiate on pricing.

**Conflicts of Interest**

The proposal must identify all actual or potential conflicts of interest that the respondent may face in the representation of LACERA. Specifically, and without limitation to other actual or potential conflicts, the proposal should identify any representation of the County of Los Angeles, Los Angeles Superior Court, Los Angeles County Office of Education, the South Coast Air Quality Management District, Little Lake Cemetery District, and Local Agency Formation Commission, and, to the respondent’s knowledge, any of LACERA’s members, vendors, other contracting parties, investments, and employees. The proposal should also identify any positional conflicts of which the respondent is aware.

**Claims**

The proposal must identify all past, pending, or threatened litigation, and all administrative, ethics, and disciplinary investigation or other proceedings and claims against the firm and any of the professionals proposed to provide services to LACERA, whether while such professionals were employed by the firm or employed elsewhere.

**Insurance**

The proposal must explain the insurance that the respondent will provide with respect to the services to be provided and other acts or omissions of the firm and its staff in performing legislative advocacy services for LACERA.

**Samples of Written Work**

The proposal may contain samples of the respondent’s written work relating to legislative advocacy on State issues.

**Other Information**

The proposal may contain any other information that the respondent deems relevant to LACERA’s selection process.



## 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 STATE LEGISLATIVE ADVOCACY SERVICES

This Contract for State Legislative Advocacy Services ("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 professional services in state legislative advocacy and government affairs.

Vendor represents that they offer the state legislative advocacy services that LACERA seeks.

LACERA does not have the personnel to provide the specialized services in legislative advocacy and government affairs.

Vendor is specially trained and possesses certain skills, experience, education, and competency to perform such legislative advocacy services, and LACERA desires to engage Vendor to provide professional services in legislative advocacy and governmental affairs in relation to LACERA's interests in California state government.

#### Contract

##### 1. Services to be Provided.

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

1.2 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.

1.3 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.

1.4 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.

2.1 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.

2.2 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.

2.3 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.

2.4 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 Director.

LACERA's Project Director, or designee, has responsibility for determining whether the Services are performed to LACERA's satisfaction. LACERA's Project Director is Barry Lew.

## 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:

Barry Lew  
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 coverage's 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 (ii) [ONE YEAR or SPECIFIED DATE] 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 Director, 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 Director 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. 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.

18. Governing Law and Venue.

18.1 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.

18.2 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.

18.3 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.

19. 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.

20. 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.

21. 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*

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

[NAME]  
[STREET]  
[CITY, STATE, ZIP]

Approved as to form:

\_\_\_\_\_  
John Harrington  
LACERA Staff Counsel

**ATTACHMENT A**  
**STATEMENT OF WORK**

Vendor scope of services shall be to provide state legislative advocacy services as follows:

## **ATTACHMENT B**

### **FEES**

Vendor Fees for providing state legislative advocacy services shall be as follows:

# **LACERA LEGISLATIVE POLICY**

Revised:

Board of Retirement: April 6, 2022

Board of Investments: June 8, 2022

## Table of Contents

<b>Statement of Mission and Purpose.....</b>	<b>3</b>
<b>Legislative Policy Standards.....</b>	<b>5</b>
<b>Definitions of Board Positions.....</b>	<b>8</b>
<b>Legislative Analysis Memorandum Format .....</b>	<b>10</b>
<b>Action between Board Meetings.....</b>	<b>12</b>
<b>SACRS Voting Delegate.....</b>	<b>14</b>
<b>Ballot Measures.....</b>	<b>15</b>
<b>Status Reports.....</b>	<b>16</b>
<b>Evaluation of Legislative Advocates .....</b>	<b>17</b>
<b>Legislative Process.....</b>	<b>18</b>
<b>Change Log .....</b>	<b>19</b>

## Statement of Mission and Purpose

The Los Angeles County Employees Retirement Association (LACERA) was established under the County Employees Retirement Law of 1937 (CERL) and administers retirement benefits provided by CERL and the California Public Employees' Pension Reform Act of 2013 (PEPRA). LACERA is governed by the Board of Retirement and the Board of Investments. The Boards have plenary authority and fiduciary responsibility for the system as provided by Section 17 of Article XVI of the California Constitution and in CERL. The Boards have the sole and exclusive fiduciary responsibility to administer the system in a manner that will assure prompt delivery of benefits and related services to its members and beneficiaries.

The existence of LACERA and the fiduciary responsibility of its governing Boards are embodied in the organizational mission to *produce, protect, and provide the promised benefits*.

Each element of our mission informs the foundation of this Legislative Policy:

- *Produce* the highest quality of service for our members and sponsors.
- *Protect* the promised benefits through prudent investment and conservation of plan assets.
- *Provide* the promised benefits.

LACERA's retirement plan benefits are provided by CERL, PEPRA, and other provisions under the California Government Code. As a tax-qualified defined benefit plan, LACERA is also subject to federal law under the Internal Revenue Code. The value to our members of the benefits administered by LACERA may also be affected by other provisions of state and federal law. Changes to provisions that affect LACERA are achieved through the state and federal legislative process and through forms of direct democracy by California voters, which include ballot initiatives and referenda. It is also intended that this policy cover state and federal rulemaking, although such action takes place within the Executive branch of government rather than the Legislative. These various proposals, whether submitted through the state or federal legislative process or through rulemaking, may enhance or detract from LACERA's administrative capability and mission; they may also further or infringe upon the Boards' fiduciary responsibilities, member rights and benefits, or LACERA's mission. As such, the Boards will proactively monitor such proposals and voice its position regarding proposals as described in this policy.

LACERA may identify issues that it determines to pursue through sponsorship of legislative proposals. The scope of such issues may vary in applicability to LACERA only or also to other public retirement systems. The diversity of public retirement plans within California implies a diversity of issues that may overlap with or have impact upon other public retirement systems. Consequently, the Boards may directly sponsor legislation, or they may co-sponsor legislation with other public retirement systems, through the State



Association of County Retirement Systems, or with other parties that may have an alignment of interest with LACERA with respect to an issue or proposal.

The purpose of this Legislative Policy is to:

- Establish legislative policy standards to guide staff in making recommendations regarding legislative proposals to the Boards.
- Define the range of positions that the Boards may take with respect to legislative proposals.
- Establish a standard memorandum format to provide legislative analysis and recommendations to the Boards.
- Define circumstances in which the Board may need to communicate a position regarding a legislative proposal before the proposal is considered at a regularly scheduled Board meeting.
- Establish guidelines for staff and Board actions related to ballot measures.
- Provide for status reports of LACERA's legislative advocacy efforts.

The overall goal of this policy is to provide the Boards with flexibility to pursue legislative action on any and all issues that the Boards may view as affecting LACERA's mission.

This policy shall be reviewed by the Board of Retirement and Board of Investments biannually at the end of each two-year legislative session and may be amended by action of both Boards at any time.

## Legislative Policy Standards

The legislative policy standards are categorized for the Board of Retirement, the Board of Investments, and both Boards. Legislative action items of interest to the Board of Retirement are first brought before the Board of Retirement's Insurance, Benefits and Legislative Committee for consideration before being recommended to the Board of Retirement. However, items may go directly to the Board of Retirement for consideration with the agreement of both the Chair of the Board of Retirement and the Chair of the Insurance, Benefits and Legislative Committee.

Issues related to financial markets and investment-related matters fall under the purview of LACERA's *Corporate Governance and Stewardship Principles* ("Principles") as outlined in the *Principles*' "Statement of Purpose" and approved by the Board of Investments. The methods of engagement by the Board of Investments, its Corporate Governance Committee, and staff are outlined in the *Principles*' "Responsibilities and Delegations." This *Legislative Policy* addresses state and federal policies on benefits and fund administration as well as any matters for which the *Principles* do not provide adequate guidance.

Legislative action items of interest to both the Board of Retirement and Board of Investments are brought separately to both Boards. However, such items to be considered by the Board of Retirement will first be considered by the Board of Retirement's Insurance, Benefits, and Legislative Committee before being recommended to the Board of Retirement.

The legislative policy standards conceptually relate to LACERA's mission to produce, protect, and provide the promised benefits; the legislative policy standards also embody the themes of quality of service, prudent investment, conservation of plan assets, and prompt delivery of benefits and services within each element of LACERA's mission.

Legislative proposals or rulemaking that are enacted into law ultimately require implementation by LACERA. The approach staff will take in formulating positions and recommendations is to foster collaboration with divisions within LACERA and resources outside of LACERA, including other public pension systems, LACERA's legislative advocate, and others whose interests align with LACERA's or who may have relevant information, to fully assess the impact of proposals.

Although the legislative policy standards are intended to guide staff in formulating positions and recommendations to the Boards on legislative proposals or rulemaking, the Boards may in their discretion adopt any position on specific proposals. This policy is not intended to limit the flexibility of the Boards to take a position or other action on any legislative matter or rulemaking that may impact LACERA or its stakeholders, whether or not the specific subject matter is listed in this policy.

## **Board of Retirement**

- Support proposals that provide the Board of Retirement with increased flexibility in its administration of retirement plans and operations or enable more efficient and effective service to members and stakeholders.
- Support proposals that correct structural deficiencies in plan design.
- Support proposals that provide clarification, technical updates, or conforming changes to the County Employees Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013, or other applicable provisions under California law related to public retirement systems.
- Support proposals that protect vested benefits or have a positive impact upon LACERA's members.
- Support proposals that seek to prevent fraud in connection with retirement benefits and applications.
- Support proposals to repeal or modify the Windfall Elimination Provision and Government Windfall Provision.
- Support proposals to repeal the direct payment requirement for healthcare insurance and long-term care premiums from the pension distributions of public safety officers.
- Oppose proposals that infringe on the Board of Retirement's plenary authority or fiduciary responsibility.
- Oppose proposals that deprive members of vested benefits.
- Oppose proposals that mandate the release of confidential information of members and beneficiaries.
- Oppose proposals that jeopardize the tax-exempt status of LACERA's qualified retirement plan under the Internal Revenue Code and the California Revenue and Taxation Code or the deferred treatment of income tax on employer and employee contributions and related earnings.
- Oppose proposals that create unreasonable costs or complexity in the administration of retirement benefits.
- Oppose proposals that are contrary to or interfere with the Board of Retirement's adopted policies or decisions.

## **Board of Investments**

- Support proposals that give increased flexibility to the Board of Investments in its investment policy and administration.
- Support proposals that preserve the assets and minimize the liabilities of trust funds administered by LACERA.
- Support proposals that are consistent with the Board of Investments' *Investment Policy Statement, Corporate Governance and Stewardship Principles*, and other adopted policies and decisions. Support proposals that promote transparent financial reporting.
- Oppose proposals that infringe on the Board of Investments' authority over the actuarial valuation process.
- Oppose proposals that infringe on the Board of Investments' plenary authority or fiduciary responsibility, including but not limited to investment mandates or restrictions.
- Oppose proposals that create unreasonable costs or complexity in the administration of investments.
- Oppose proposals that are contrary to or interfere with the Board of Investment's adopted policies or decisions.

## **Board of Retirement & Board of Investments**

- Support proposals that harmonize the powers and functions of the Board of Retirement and Board of Investments but do not encroach on each Board's respective separate jurisdiction.
- Support proposals that enhance board member education and ethics.
- Address proposals related to the administrative budget.
- Address proposals related to the appointment of personnel.
- Address proposals related to administrative or organizational matters that affect both Boards.

## Definitions of Board Positions

### **SPONSOR OR CO-SPONSOR**

- Indicates that the proposal was initiated by the Board or that the proposal was initiated by one or more organizations with which LACERA shares sponsorship.
- Authorizes staff to engage with LACERA's legislative advocate to achieve passage of the proposal.

### **SUPPORT**

- Indicates that the Board believes the proposal should become law.
- Authorizes staff to engage with LACERA's legislative advocate to achieve passage of the proposal.

### **SUPPORT IF AMENDED**

- Indicates that the Board conditionally supports the proposal in becoming law and that amendments are necessary to facilitate implementation and administration.
- Authorizes staff to engage with LACERA's legislative advocate to communicate the Board's position and incorporate amendments into the proposal.
- If amendments requested by LACERA are adopted, authorizes staff to engage with LACERA's legislative advocate to achieve passage of the proposal without a resubmission of the proposal to the Board, unless the Board directs otherwise.
- If there are substantive<sup>1</sup> amendments to the proposal not requested by LACERA that may cause the Board not to support the proposal, staff will resubmit the proposal to the Board for consideration.

### **NEUTRAL**

- Indicates that the proposal affects LACERA and its stakeholders, but the Board neither supports nor opposes it.
- Does not require engagement with LACERA's legislative advocate to achieve passage or defeat of the proposal.

---

<sup>1</sup> The term "substantive" as used in this Legislative Policy is defined as a change in the proposal that does not merely provide clarification but creates and defines rights and duties or, conversely, removes rights and duties.

## **OPPOSE**

- Indicates that the Board does not believe the proposal should become law.
- Authorizes staff to engage with LACERA's legislative advocate to communicate the Board's position and to defeat the proposal.

## **OPPOSE UNLESS AMENDED**

- Indicates that the Board conditionally opposes the proposal in becoming law and that amendments are necessary to remove the Board's opposition.
- Authorizes staff to engage with LACERA's legislative advocate to communicate the Board's position and to incorporate amendments into the proposal.
- If amendments requested by LACERA are adopted, the Board's position will be Neutral or Watch without a resubmission of the proposal to the Board, unless the Board directs otherwise.
- If there are substantive amendments to the proposal not requested by LACERA that may cause the Board not to remove its opposition, staff will resubmit the proposal to the Board for consideration.

## **WATCH**

- Indicates that the proposal does not affect LACERA and its stakeholders but would be enacted under a law that covers LACERA such as CERL or PEPRA.
- Indicates that although the proposal is not based on a law that covers LACERA such as CERL or PEPRA, the proposal may be of interest or concern to the Board and its stakeholders and that the Board in the future may take a substantive position on the matter.
- Indicates that proposal will be resubmitted to the Board for consideration if amendments cause the proposal to affect LACERA and its stakeholders.

Once the Board has acted, these positions will typically be communicated by means of a letter from the Chief Executive Officer to the appropriate legislative officers. Staff coordinates with LACERA's legislative advocate in preparing this letter and developing a communication and distribution strategy for the letter, which may include verbal communications by the legislative advocate with relevant legislators and/or legislative staff. In the rulemaking context, LACERA's positions will typically be communicated to the enacting state or federal agency by means of a comment letter where the agency has provided an opportunity for public comment on a proposed rule before it is finalized and becomes effective.

## **Legislative Analysis Memorandum Format**

The following is an outline of the format of the legislative analysis memorandum provided by staff. In general, the memorandum will follow this format but may be modified for specific cases.

Date

TO:

FROM:

FOR:

SUBJECT: **Bill Number**

*Author:*

*Sponsor:*

*Introduced:*

*Amended:*

*Status:*

*Board Position:*

*Committee Recommendation:*

*Staff Recommendation:*

*[If the memo addresses rulemaking, the Subject section will provide similar relevant information.]*

## **RECOMMENDATION**

*[This section states staff's or the Committee's recommendation to the Board.]*

## **LEGISLATIVE POLICY STANDARD**

*[This section discusses the application of LACERA's legislative policy standards to the proposal and the justification for the recommendation to the Board.]*

## **SUMMARY**

*[This section describes the provisions of the proposal and the key additions or updates the proposal makes to existing law.]*

## **ANALYSIS**

*[This section provides an analysis of the effects and implications of the proposal on LACERA.]*

## **IT IS THEREFORE RECOMMENDED THAT YOUR BOARD**

*[This section restates staff's or the Committee's recommendation and summary or concluding comments.]*

## **Attachments**

**Attachment 1—Board Positions Adopted On Related Legislation**

*[This attachment states the positions the Board has previously taken on the subject matter of the bill.]*

**Attachment 2—Support And Opposition**

*[This attachment identifies those entities that have already taken a position on the bill.]*

**Bill Text**



## Action between Board Meetings

The Board of Retirement generally meets twice a month, including a disability meeting on the first Wednesday and an administrative meeting on the Thursday following the second Wednesday; the Board of Investments meets once a month on the second Wednesday. Since the meeting schedules of the Boards do not necessarily accord with the hearing schedules and deadlines of the state Legislature and Congress. In the event a time-sensitive matter arises, action by staff may be required before the matter is considered by the Board at the next regularly scheduled Board meeting.

### I. Legislation on Which the Board Previously Adopted a Position

Staff may engage with LACERA's legislative advocate to communicate a position on amendments to a bill before formal consideration by the Board of Retirement or Board of Investments if all the following conditions are met:

1. The Board had adopted a Support or Oppose position on the bill *before* it was amended.
2. Substantive amendments that may justify a change in the Board's position to other than Neutral or Watch have occurred in the bill *after* the Board adopted a position and *before* the next regularly scheduled board meeting.
3. Consideration of the amended bill by a legislative committee or by the Assembly or Senate floor will occur *before* the amended bill can be considered at the next regularly scheduled board meeting.

Staff will take the following actions:

1. Prepare a legislative analysis of the amended bill for use in consultation.
2. Consult with the Chief Executive Officer, Chief Counsel, and legislative advocate for input regarding the amended bill to determine if the new position should be communicated to the Legislature.
3. If the new position should be communicated to the Legislature, consult with the Chair (or if not available, the Vice Chair) of the Board that has jurisdiction over the subject matter of the amended bill and obtain approval that the new position be communicated.
4. At the next regularly scheduled Board meeting, present a report to the Board regarding the position communicated in Step 3 and a summary of actions taken.

## II. Formally Affiliated Organizations

1. Staff may participate in joint written communications that are organized or requested by formal organizations to which LACERA has formally affiliated and that are consistent with the Board's legislative policy standards.
2. In the event a matter has been addressed in written communications by a formal organization to which LACERA has formally affiliated, staff may, consistent with the Board's legislative policy standards, write letters of support or opposition or engage in advocacy on the matter.

Staff will take the following actions:

1. Prepare a legislative analysis of the matter for use in consultation.
2. Consult with the Chief Executive Officer, Chief Counsel, and legislative advocate to determine whether staff should engage in the written communications described in II.1 and II.2.
3. If staff should engage in the written communications described in II.1 and II.2, consult with the Chair (or if not available, the Vice Chair) of the Board that has jurisdiction over the subject matter and obtain approval to engage in such written communications.
4. At the next regularly scheduled Board meeting, present a report to the Board of actions taken and copies of the written communications.

## SACRS Voting Delegate

### **BACKGROUND**

The Bylaws of the State Association of County Retirement Systems (SACRS) provide that all duly elected or appointed members of the County Retirement and Investment Boards operating under the County Employees Retirement Law of 1937 (CERL) are regular members of SACRS; the administrator of a County Retirement System is also a regular member. Each County Retirement System is entitled to one voting delegate (who must be a regular member) for business meetings of the SACRS membership. The delegate and any alternate delegates are designated in writing and provided to SACRS by the County Retirement Board. The voting delegates serve as proxies for their retirement systems and vote as directed by their systems.

Legislative proposals submitted to SACRS are generally voted on at its Fall Conference, although it is also possible for them to be voted on at its Spring Conference. In 2002, the Board of Retirement (BOR) adopted a policy that provides for the LACERA Chief Executive Officer to be LACERA's SACRS voting delegate. Alternate delegates are the BOR officers and the remaining BOR members in order of board seat.

### **PROCESS**

1. The Executive Office provides a list of LACERA's voting delegate and alternate delegates as requested by SACRS prior to the SACRS Business Meetings. This list will constitute the credentials for the delegates who are voting participants at the SACRS Business Meetings.
2. The SACRS Legislative Committee forwards the legislative proposals it has received and reviewed to the CERL retirement systems with its recommendations on inclusion in the SACRS legislative platform.
3. Staff presents the legislative proposals received from the SACRS Legislative Committee to the Board of Retirement or the Board of Investments for consideration based on the respective board's jurisdiction on the proposal's subject matter.
  - a. Proposals for the Board of Retirement are first presented for consideration to its Insurance, Benefits and Legislative Committee.
  - b. Proposals with subject matters under both boards' jurisdictions are first presented for consideration to the Joint Operations Governance Committee, unless scheduling issues dictate otherwise.
4. Voting instructions from each board are summarized by staff and forwarded to the secretaries of the Executive Office and Board of Retirement to be provided to those who will be attending the SACRS conference. The LACERA voting delegate at the SACRS Business Meeting will vote as directed by the instructions.

## Ballot Measures

California law provides for citizens to use ballot measures to initiate a state statute or a constitutional amendment or to repeal legislation through a veto referendum. The California State Legislature may also use ballot measures to offer legislatively referred state statutes or constitutional amendments.

In general, a government agency may not spend *public funds* for a partisan *campaign* advocating the passage or defeat of a ballot measure. It is, however, permissible for a government agency to engage in *informational* activities. What distinguishes *informational* activities from *campaign* activities depends on the style, tenor, and timing of the activity.

From time to time, ballot measures may be offered that are related to public retirement plans. The following guidelines are intended to provide guidance on actions that may be taken with respect to ballot measures on public retirement plans:

- Providing informational staff reports and analysis on the ballot measure's effect in a meeting open to the public.
- Providing a recommendation for the Board to take a position on the ballot measure in a meeting open to the public where all perspectives can be shared. (The Board may or may not take a position on any ballot measure. The Board may take a position when it determines it is necessary to publicly express its opinion for or against a matter on which it feels strongly with respect to its impact on LACERA.)
- Providing the Board's position and views on the ballot measure's merits and effects to interested stakeholders and organizations.
- Responding to inquiries from stakeholders and the public regarding the Board's position and views on the ballot measure.

The Fair Political Practices Commission (FPPC) was created by the Political Reform Act and requires government agencies to report expenses used to advocate or unambiguously urge the passage or defeat of a measure in an election. The FPPC also prohibits government agencies from paying for communication materials that advocate or unambiguously urge the passage or defeat of a measure in an election. LACERA must be cautious in not engaging in activities that can be characterized as *campaign* activities, which are prohibited and would be subject to campaign expenditure reporting requirements. Therefore, all activities related to ballot measures are subject to review by Chief Counsel.

## Status Reports

For bills on which the Boards have taken a position or that staff is monitoring, staff will provide a monthly status report listing each bill, its current status in the legislative process, and copies of communications used for lobbying the California State Legislature, United States Congress, the Governor of California, the President of the United States, or any regulatory agencies. The status report will be provided as monthly reports to the Board of Retirement and Board of Investments.

At the end of each legislative session, staff will provide a year-end report of all the bills on which the Boards had taken a position and their final disposition.

## Evaluation of Legislative Advocates

The Board of Retirement has retained federal and state legislative advocates to assist in fulfilling the Mission and Purpose of the *LACERA Legislative Policy*. Staff will provide an annual evaluation of the legislative advocates to the Board of Retirement for review, or the legislative advocates will provide an annual self-evaluation to the Board of Retirement for review. The evaluation will assess the performance of the legislative advocates with respect to their services that were agreed upon to be performed in their contracts. The assessments will be rated according to whether the legislative advocates exceeded expectations, met expectations, or did not meet expectations.

## Legislative Process

The following pages include an outline<sup>2</sup> and a flowchart<sup>3</sup> of the California legislative process through which a bill becomes law. In general, bills in the federal legislative process move through similar stages.

---

<sup>2</sup> Overview of Legislative Process – Official California Legislative Information (<http://www.leginfo.ca.gov/bil2lawx.html>).

<sup>3</sup> The Life Cycle of Legislation: From Idea into Law. California Legislature: Assembly Rules Committee.

# OVERVIEW OF LEGISLATIVE PROCESS

The process of government by which bills are considered and laws enacted is commonly referred to as the Legislative Process. The California State Legislature is made up of two houses: the Senate and the Assembly. There are 40 Senators and 80 Assembly Members representing the people of the State of California. The Legislature has a legislative calendar containing important dates of activities during its two-year session.

## Idea

All legislation begins as an idea or concept. Ideas and concepts can come from a variety of sources. The process begins when a Senator or Assembly Member decides to author a bill.

## The Author

A Legislator sends the idea for the bill to the Legislative Counsel where it is drafted into the actual bill. The draft of the bill is returned to the Legislator for introduction. If the author is a Senator, the bill is introduced in the Senate. If the author is an Assembly Member, the bill is introduced in the Assembly.

## First Reading/Introduction

A bill is introduced or read the first time when the bill number, the name of the author, and the descriptive title of the bill is read on the floor of the house. The bill is then sent to the Office of State Printing. No bill may be acted upon until 30 days has passed from the date of its introduction.

## Committee Hearings

The bill then goes to the Rules Committee of the house of origin where it is assigned to the appropriate policy committee for its first hearing. Bills are assigned to policy committees according to subject area of the bill. For example, a Senate bill dealing with health care facilities would first be assigned to the Senate Health and Human Services Committee for policy review. Bills that require the expenditure of funds must also be heard in the fiscal committees: Senate Appropriations or Assembly Appropriations. Each house has a number of policy committees and a fiscal committee. Each committee is made up of a specified number of Senators or Assembly Members.

During the committee hearing the author presents the bill to the committee and testimony can be heard in support of or opposition to the bill. The committee then votes by passing the bill, passing the bill as amended, or defeating the bill. Bills can be amended several times. Letters of support or opposition are important and should be mailed to the author and committee members before the bill is scheduled to be heard in committee. It takes a majority vote of the full committee membership for a bill to be passed by the committee.

Each house maintains a schedule of legislative committee hearings. Prior to a bill's hearing, a bill analysis is prepared that explains current law, what the bill is intended to do, and some background information. Typically the analysis also lists organizations that support or oppose the bill.

## Second and Third Reading

Bills passed by committees are read a second time on the floor in the house of origin and then assigned to third reading. Bill analyses are also prepared prior to third reading. When a bill is read the third time it is explained by the author, discussed by the Members and voted on by a roll call vote. Bills that require an appropriation or that take effect immediately, generally require 27 votes in the Senate and 54 votes in the Assembly to be passed. Other bills generally require 21 votes in the Senate and 41 votes in the Assembly. If a



bill is defeated, the Member may seek reconsideration and another vote.

### **Repeat Process in other House**

Once the bill has been approved by the house of origin it proceeds to the other house where the procedure is repeated.

### **Resolution of Differences**

If a bill is amended in the second house, it must go back to the house of origin for concurrence, which is agreement on the amendments. If agreement cannot be reached, the bill is referred to a two house conference committee to resolve differences. Three members of the committee are from the Senate and three are from the Assembly. If a compromise is reached, the bill is returned to both houses for a vote.

### **Governor**

If both houses approve a bill, it then goes to the Governor. The Governor has three choices. The Governor can sign the bill into law, allow it to become law without his or her signature, or veto it. A governor's veto can be overridden by a two thirds vote in both houses. Most bills go into effect on the first day of January of the next year. Urgency measures take effect immediately after they are signed or allowed to become law without signature.

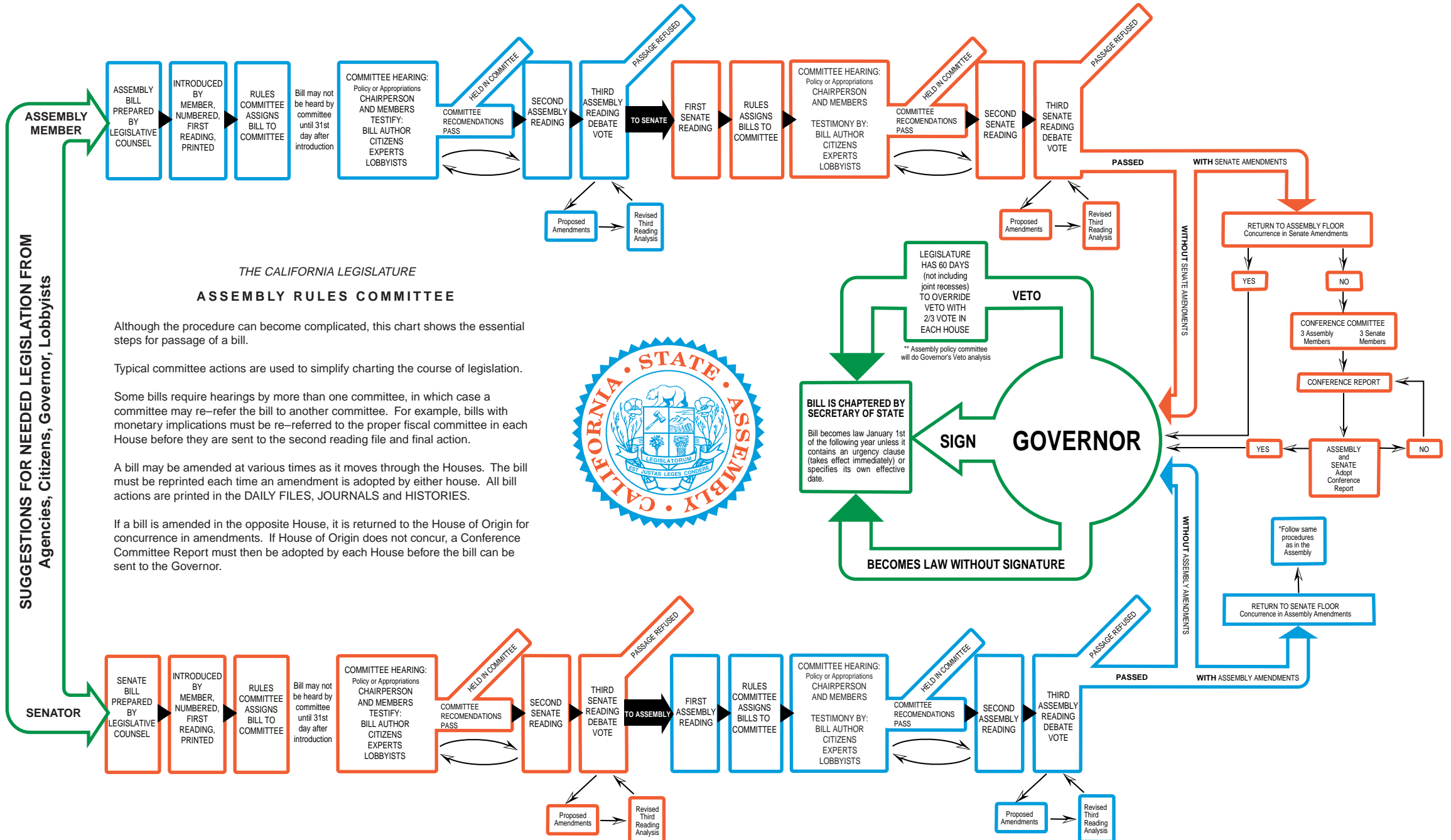
### **California Law**

Bills that are passed by the Legislature and approved by the Governor are assigned a chapter number by the Secretary of State. These Chaptered Bills (also referred to as Statutes of the year they were enacted) then become part of the California Codes. The California Codes are a comprehensive collection of laws grouped by subject matter.

The California Constitution sets forth the fundamental laws by which the State of California is governed. All amendments to the Constitution come about as a result of constitutional amendments presented to the people for their approval.

# THE LIFE CYCLE OF LEGISLATION

*From Idea into Law*



## THE CALIFORNIA LEGISLATURE

### ASSEMBLY RULES COMMITTEE

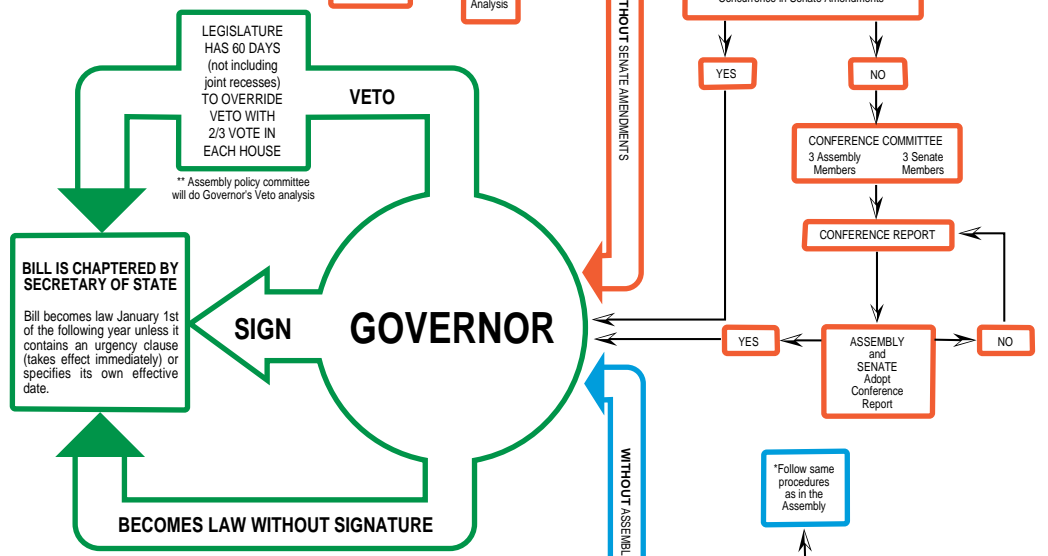
Although the procedure can become complicated, this chart shows the essential steps for passage of a bill.

Typical committee actions are used to simplify charting the course of legislation.

Some bills require hearings by more than one committee, in which case a committee may re-refer the bill to another committee. For example, bills with monetary implications must be re-referred to the proper fiscal committee in each House before they are sent to the second reading file and final action.

A bill may be amended at various times as it moves through the Houses. The bill must be reprinted each time an amendment is adopted by either house. All bill actions are printed in the DAILY FILES, JOURNALS and HISTORIES.

If a bill is amended in the opposite House, it is returned to the House of Origin for concurrence in amendments. If House of Origin does not concur, a Conference Committee Report must then be adopted by each House before the bill can be sent to the Governor.



**SUGGESTIONS FOR NEEDED LEGISLATION FROM**  
 Agencies, Citizens, Governor, Lobbyists  
**ASSEMBLY MEMBER**  
**SENATOR**

## Change Log

Revised by the Board of Retirement on April 6, 2022 and the Board of Investments on June 8, 2022.

Revised by the Board of Retirement on August 7, 2019 and the Board of Investments on August 14, 2019.

Revised by the Board of Retirement on January 10, 2019 and the Board of Investments on January 9, 2019.

Revised by the Board of Retirement on May 10, 2018 and the Board of Investments on May 9, 2018.

Restated and approved by the Board of Retirement on October 13, 2016 and the Board of Investments on October 12, 2016.

**EXHIBIT E**

**INTENT TO RESPOND**

If you choose to respond to this RFP, please send this form to Barry Lew ([blew@lacera.com](mailto:blew@lacera.com)) via email no later than 5:00 p.m. PT, December 7, 2022. 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.

<b>To:</b>	Barry Lew	<b>From:</b>	
<b>Co.:</b>	LACERA – Legal Division	<b>Title:</b>	
<b>Phone:</b>	626-564-6000 ext. 2370	<b>Co.:</b>	
<b>Email:</b>	<a href="mailto:blew@lacera.com">blew@lacera.com</a>	<b>Phone:</b>	
<b>Re:</b>	Intent to Respond	<b>Email:</b>	
		<b>Date:</b>	

Our firm intends to submit a response for LACERA's RFP for State Legislative Advocacy Services.

Please send inquiries to the following contact:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email Address: \_\_\_\_\_

## **EXHIBIT F**

### **SELECTION CRITERIA**

The selection criteria below are a guide only and do 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.

1. Experience performing legislative advocacy with respect to the State Issues.
2. Substantive knowledge of the State Issues.
3. Quality of the team proposed to provide services to LACERA.
4. Information provided by references.
5. Communications skills.
6. Pricing and value.
7. Teamwork, both internally and with the Board, the IBLC, and staff.
8. Level of investment and commitment to the LACERA relationship.
9. The organization, completeness, and quality of the proposal, including cohesiveness, conciseness, and clarity.

**EXHIBIT G**  
**LACERA LEGISLATIVE POLICY**

## EXHIBIT H

### DIVERSITY, EQUITY, AND INCLUSION QUESTIONNAIRE

LACERA values **diversity, equity, and inclusion (“DEI”)**, and believes that effectively accessing and managing diverse talent leads to improved outcomes. LACERA takes a broad view of diversity, inclusive of varied backgrounds including, but not limited to, age, experience, race, ethnicity, sexual orientation, gender, gender identity, disability status, national origin, and culture. LACERA expects external asset managers and other third-party providers to respect and reflect LACERA’s value of DEI. LACERA’s ongoing monitoring of third-party service providers incorporates an assessment of vendors’ commitment to, adherence with, and track record of accessing and retaining diverse and inclusive workforces.

#### Section I

##### I. Policy

1. Describe your firm’s approach to diversity, equity, and inclusion (“DEI”) in the workplace and its relation to your strategic objectives.
2. Does your firm have a written policy (or policies) addressing workplace DEI (“Policy”)? A Policy defines the firm’s commitment, policies, and practices regarding equal employment opportunity, including the recruitment, development, retention and promotion of a diverse and inclusive workforce and non-discrimination based on gender, race, ethnicity, sexual orientation, gender identity, age, veteran’s status, and other legally protected categories. A Policy (or policies) may be a standalone document or part of a larger firm document.

Please provide a copy of your firm’s Policy.

3. Does your Policy address sexual harassment in the workplace? If not, please explain.
4. If your firm does not have a written policy, do you commit to promptly adopting and providing a copy of a Policy, if your firm is awarded a mandate/contract with LACERA?

##### II. Oversight

5. Who is responsible for overseeing the Policy’s implementation? Please provide name and title. What processes are employed to implement and enforce the firm’s Policy?
6. Who is responsible for overseeing compliance with the Policy? Please provide name and title. What processes are employed to promote compliance with the Policy?
7. What oversight, if any, does your firm’s board and/or executive team exercise regarding the firm’s DEI policy and efforts?
8. What data, trends, or analysis does the firm’s board or executive committee receive

regarding the firm's effectiveness in adhering to DEI policies, objectives, and compliance?

9. Under what circumstances would an allegation of non-compliance with the Policy prompt notification and/or consideration by the firm's board or executive committee?

### III. Track Record

10. Please complete the charts in **Section II** regarding your firm's workplace composition as defined by the Equal Employment Opportunity Commission categories for employees of your firm's U.S. operations. We also request completion of similar information for non-U.S. employees, absent any applicable legal or regulatory restrictions.
11. Does your firm commit to providing the firm's workforce composition in a format similar to **Section II** on a periodic basis, if awarded with a mandate/contract with LACERA?
12. Has your firm been subject to any judicial, regulatory, or other legal finding, formal action, or claims related to equal employment opportunity, workplace discrimination, or sexual harassment during the past twelve years? Please describe.
13. Please identify the number of confidential settlements and/or non-disclosure agreements related to workplace discrimination and/or sexual harassment entered into by your firm during the past twelve years. Please describe the nature of each settlement within the terms of the confidential settlement.

### IV. Objectives and Compliance Strategies

a)

14. Does your firm integrate DEI into executives' performance reviews and/or incentive pay objectives? Please describe.
15. Does your firm conduct pay disparity analyses to discern any disparities by gender, race, ethnicity, or other attributes of diversity? Please describe or explain why not.
16. Does your firm have a clawback or recoupment policy in place by which workplace misconduct, such as sexual harassment, may trigger recoupment of incentive pay, awards, bonuses, or other compensation?
17. Does your firm provide paid family leave provisions? If yes, please describe.
18. Please explain any other incentives or risk mitigation strategies your firm employs to promote compliance with your DEI policies.
19. How does your firm promote an accessible workplace for employees with disabilities?
20. Please describe any DEI objectives or goals your firm has.
21. Describe any affiliations or leadership positions related to DEI in the financial services industry with which your firm is involved.



## Section II

### **General Instructions**

LACERA seeks to understand the track record of vendors in accessing and retaining talent inclusive of diverse backgrounds.

We invite all firms to provide the demographics and diversity attributes of their leadership (such as boards or executive committees) and management professionals, consistent with applicable laws, regulations, and privacy considerations in the markets in which they operate.

LACERA takes a broad view of diversity and welcomes firms to report on diversity attributes relevant to your business. However, as a standard baseline, LACERA requests all firms with U.S. operations to provide reporting consistent with the gender, race, and ethnicity categories used by the United States Equal Employment Commission (EEOC) in your firm's Employer Report EEO-1. See [www.eeoc.gov/employers/eeo1survey/index.cfm](http://www.eeoc.gov/employers/eeo1survey/index.cfm) for further information.

Please complete all columns in Tables 1, 2, and 3 by entering in the number of employees/individuals for each relevant category (not percentages). Blank cells will be interpreted as having a value of zero.

Job Categories:

*Board of directors*, and CEO, CFO & COO: This row includes all members of the firm's governing board (or executive committee), as well as CEO, CFO, COO or equivalent positions.

*Management professionals*: All professionals who have a role in decision-making at the firm.

*Management support*: All professionals who have a role in supporting management, such as marketing, client service, operations, accounting, IT, and legal.

If an employee is both a member of the board of directors or occupies the position of CEO, CFO or COO, as well as serves as a member of the management staff, the individual may be counted in both rows.

Total compensation figures should be provided for all management professionals in each category reported in Row 2 as a percentage of total compensation of all management professionals (not total personnel of the firm).

Your firm may elect to provide information on additional diversity categories. If you choose to do so, please provide such information on additional sheets.

**B. TABLE 1**

**1. Firmwide for U.S. Operations**

Job Categories	Hispanic or Latino			Non-Hispanic Or Latino												All											
	Black or African American			Asian			Native Hawaiian or Other Pacific Islander			American Indian or Alaska Native			Two or More Races						White			Other/Undisclosed Race					
	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F			
1 Board of Directors and CEO, CFO & COO																								0	0	0	
2 Management Professionals																									0	0	0
3 Management Support																									0	0	0
For Management Professionals: Total																											
4 Compensation %, including Profit Sharing																											



LACERA Diversity  
Equity and Inclusion

**C. TABLE 2**

**1. Employees in Non-U.S. Operations (optional)**

Job Categories	Hispanic or Latino			Non-Hispanic Or Latino												All													
	Black or African American			Asian			Native Hawaiian or Other Pacific Islander			American Indian or Alaska Native			Two or More Races						White			Other/Undisclosed Race							
	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F					
1 Management Professionals																										0	0	0	
2 Management Support																											0	0	0
For Management Professionals: Total																													
3 Compensation %, including Profit Sharing																													

a) FIRM OWNERSHIP

LACERA invites disclosure of any diversity attributes among your firm's ownership (where applicable) and the percentage of ownership of each individual. LACERA takes a broad view of diversity (inclusive of gender, race and ethnicity, sexual orientation, gender identity, disability, and other attributes). We invite you to describe how your firm defines diversity in your ownership profile below.

U.S. firms are also requested to provide the baseline demographic information of the firm's owners, consistent with EEO-1 categories, in Table 3.

**Table 3: Firm Ownership of Attributes Consistent with EEO-1 Categories**

		# of Owners	% Ownership
Hispanic or Latino	F		
	M		
	Total		
Black or African American	F		
	M		
	Total		
Asian	F		
	M		
	Total		
Native Hawaiian or Other Pacific Islander	F		
	M		
	Total		
American Indian or Alaska Native	F		
	M		
	Total		
Two or More Races	F		
	M		
	Total		
White	F		
	M		
	Total		
Other Race/Ethnicity	F		
	M		
	Total		
Not disclosed	F		
	M		
	Total		
TOTAL	F	0	0%
	M	0	0%
	Total	0	0%



DEI DDQ Ownership  
Summary.xlsx

**ATTACHMENT 2**

November 9, 2022



## REQUEST FOR PROPOSAL

Federal Legislative Advocacy Services

Barry Lew, Legislative Affairs Officer  
626-831-9815 / [blew@lacera.com](mailto:blew@lacera.com)  
300 NORTH LAKE AVENUE, SUITE 650  
PASADENA, CA 91101

## **TABLE OF CONTENTS**

1.	INTRODUCTION	3
2.	SCOPE OF SERVICES	5
3.	MINIMUM QUALIFICATIONS	7
4.	INSTRUCTIONS TO RESPONDENTS	8
5.	NOTICE TO RESPONDENTS REGARDING THE PUBLIC RECORDS ACT AND RALPH M. BROWN ACT	11
6.	CONTRACT NEGOTIATIONS	12
7.	DIVERSITY, EQUITY, AND INCLUSION	13
8.	RESERVATIONS BY LACERA	14

## **EXHIBITS LIST**

EXHIBIT A – PROPOSAL COVER PAGE AND CHECKLIST	16
EXHIBIT B - MINIMUM QUALIFICATIONS CERTIFICATION	17
EXHIBIT C – QUESTIONNAIRE	19
EXHIBIT D –AGREEMENT FOR SERVICES	21
EXHIBIT E – INTENT TO RESPOND	33
EXHIBIT F – SELECTION CRITERIA	34
EXHIBIT G –LACERA LEGISLATIVE POLICY	19
EXHIBIT H – DIVERSITY, EQUITY, AND INCLUSION	36

**LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION  
REQUEST FOR PROPOSAL (RFP)  
FEDERAL LEGISLATIVE ADVOCACY SERVICES  
NOVEMBER 9, 2022**

**1. INTRODUCTION**

1.1. Purpose of Request

The Los Angeles County Employees Retirement Association (LACERA), a \$71 billion public pension fund, is seeking proposals from qualified firms to provide federal legislative advocacy services to LACERA and its Board of Retirement concerning its areas of interest, including but not limited to retiree healthcare, Social Security, pension benefits, plan administration, tax and tax qualification, and other pension and retirement-related matters. LACERA invites qualified firms to respond to this RFP (Request for Proposal).

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 168,000 members, including 96,000 active] members and 72,000 retired members. About 110,000 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). The BOR has responsibility over the administration of pension and healthcare benefits and other fund administrative issues. The BOR consists of 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 Board and its 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 federal legislative advocacy services.

The Board engages legislative issues according to the framework set forth in the Board-approved Legislative Policy, a copy of which is attached as Exhibit G. The Board has an Insurance, Benefits & Legislative Committee (IBLC), which serves as an initial screen for legislative business. Past agendas and agenda materials of the Board and the IBLC are available on [lacera.com](http://lacera.com).

At the staff level, legislative issues are the general responsibility of LACERA's internal Legislative Affairs Officer, who is part of the Legal Division and advises the Board and the IBLC on a monthly basis concerning a wide variety of legislative issues. Staff in the Retiree Healthcare Division advises the Board and the IBLC monthly regarding health-related legislative issues. In addition, staff throughout the organization—including Member Services, Benefits, Quality Assurance, Executive Office, and other internal divisions—is knowledgeable about, deals on a regular basis with, and is affected by legislative issues.

LACERA, the Board, and the IBLC have a long history of robust engagement with California state legislative issues affecting CERL, PEPRA, and other state proposals concerning LACERA's interests. State-level engagement is achieved through Board action guided by LACERA's internal Legislative Affairs Officer, an external state legislative advocate located in Sacramento (the state capital), and other staff.

Examples of LACERA's state legislative engagement include:

- Sponsorship of legislation.
- Monitoring of legislation.
- Communication between staff and the external state legislative advocate.
- Monthly reports by staff to the Board and the IBLC concerning legislative issues.
- Annual Board report by the external legislative advocate.
- Board-approved positions on legislation of Support, Oppose, Neutral, or Watch. Positions are initially presented to the IBLC and then presented to the full Board for final approval. Board action to Support or Oppose will be followed by letters from LACERA's Chief Executive Officer to legislators and the Governor informing them of LACERA's position.
- Leadership positions, including the past president and members of the Legislative Committee and other committees, in the State Association of County Retirement Systems (SACRS), which consists of the 20 California county systems formed, like LACERA, under CERL. Trustees and staff are also frequent speakers on issues at SACRS and other state and national pension organizations, including the California Association of Public Retirement Systems (CALAPRS), the National Conference on Public Employee Retirement Systems (NCPERS), and the National Association of Public Pension Attorneys (NAPPA).



- Periodic staff and executive management trips to Sacramento to meet with LACERA's external legislative advocate, legislators and their staff, or other persons of interest in the capital.
- Information gathering concerning state legislative, public policy, political, and election issues as required.

This Board desires to supplement its existing resources and equip itself to pursue a greater level of federal legislative and regulatory engagement when appropriate in the interest of LACERA and its members, through the retention of a federal legislative advocate with knowledge and experience with federal health and pension benefit issues, such as the Windfall Elimination Provision, the Government Pension Offset, tax qualification, and similar issues. As explained more fully in the Scope of Services below, LACERA and the Board expect that the federal legislative advocate will provide information and reports to staff and the Board about potential and proposed federal legislation and regulations, facilitate communication between LACERA, federal decision makers, and other groups that may be aligned with LACERA's interests, advise the Board on legislative and regulatory strategies, and implement agreed-upon strategies so that LACERA's voice is heard and may have some influence on federal discussion and decision-making.

## 2. **SCOPE OF SERVICES**

LACERA seeks to hire an external federal legislative advocate (Consultant) to perform the following services with respect to potential, proposed, and actual legislation, regulations, trends, discussion, and debate among decision makers, stakeholders, and other interested parties, relating to health and pension benefit and plan administration issues that may impact LACERA and its active or retired members (Federal Issues). Examples of Federal Issues include but are not limited to the ACA and any repeal or replacement, Medicare, Medicaid, retiree healthcare generally, Social Security, pension benefits, HIPAA and information privacy and protection, fiduciary duties of the Board, public pension plan operations, tax and tax qualification, and plan administration and transparency.

- A. Monitoring.** Consultant shall monitor Federal Issues with all appropriate sources, including members of Congress, committees, congressional and committee staffs, federal agencies, and interest groups aligned with or adverse to LACERA's interests. In monitoring, the Consultant shall be aware of relevant time periods associated with legislative or regulatory proposals so that LACERA can be informed and take timely action, if it elects to do so. Consultant shall regularly communicate, verbally and in writing, as appropriate, with LACERA staff on an ongoing basis with respect to relevant matters. Monitoring shall also include an assessment of the impact of a proposal or issue on LACERA and its members.
- B. Bill/Regulation Tracking.** Consultant shall obtain copies of proposed and actual legislation and regulations relating to the Federal Issues and shall track the progress of such legislation and regulations and other relevant information, including applicable deadlines.

- C. Regular Bill/Regulation Report to the IBLC; Other Reports.** Consultant shall prepare written reports for the IBLC based on a frequency and format to be agreed upon with the Legislative Affairs Officer, concerning proposed and actual legislation regulations and other activity relevant to the Federal Issues, including an explanation of the relevance and impact on LACERA and its members. Consultant shall prepare such other written reports as LACERA may request from time to time with respect to Federal Issues. All such reports shall be delivered in strict adherence to the schedule provided by LACERA, so that each report can be included in the Board packet distributed to trustees in advance of their meetings.
- D. Development of Strategy.** Consultant shall work with the Board, the IBLC, and LACERA staff to determine the desired degree of engagement on Federal Issues and then develop a strategy of legislative advocacy to further LACERA's objectives and interests. Consultant shall assist in the development or revision of internal principles, policies, and procedures relating to LACERA's desired level of activism on legislative issues at the federal level.
- E. Communication with the Board, the IBLC, and Staff.** Consultant shall communicate as needed with LACERA, including at least two personal appearances per year before the Board or the IBLC, so that LACERA is informed and can engage directly with the Consultant regarding Federal Issues, the implementation of each strategy, and other activities pursued by the Consultant.
- F. Communication with Interested Parties.** Consultant shall communicate as appropriate with all interested parties, including parties supportive of and/or adverse to LACERA's positions, regarding LACERA's strategies and priorities and to learn the strategies and priorities of other parties. Consultant shall consider, when appropriate, coordination of communication and action with LACERA stakeholder groups, including the plan sponsor and member organizations.
- G. Legislative Advocacy.** Consultant shall advocate Board-approved positions on legislation and regulations, including direct personal communications with legislators and regulators, correspondence, meetings, testimony, and reports, to the relevant decision makers. The Consultant shall locate bill sponsors when necessary and manage sponsored legislation through the legislative process. These services shall also include distribution of letters and management of other forms of communication, such as personal meetings, with regard to official positions the Board may take on specific legislation. The Consultant shall use other legislative advocacy strategies as needed.

- H. **Establish an Active Presence for LACERA.** Consultant shall conduct itself at all times in a manner and shall take such steps as are appropriate within the approved strategy to raise awareness of LACERA's issues and interests and establish an active, credible presence for LACERA on Federal Issues with legislators, regulators, and other relevant parties.
- I. **Special Projects.** Consultant shall perform special projects, with LACERA's advance written approval, relating to Federal Issues, including information gathering concerning federal legislative, public policy, political, and election issues as requested.

This RFP relates only to federal legislative advocacy services with regard to Federal Issues as defined. This RFP does not relate to state legislative advocacy services, which are the subject of a separate RFP issued concurrently. Interested and qualified parties may respond to both RFPs.

### 3. **MINIMUM QUALIFICATIONS**

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

- At least five (5) years highly responsible and accountable experience managing complex Federal Issues for public entity clients and advocating directly with legislators and regulators in Washington, D.C. on such issues to achieve client objectives.
- A diverse and experienced team to provide the expertise, varying background and perspectives, depth, and bench of resources needed to perform the Scope of Services.
- An established office in Washington, D.C.
- Strong substantive knowledge of Federal Issues.
- Experience analyzing legislation and developing legislative and regulatory proposals with respect to Federal Issues.
- Strong understanding of federal legislative advocacy and communication strategies.
- Longstanding and positive working relationships with legislators, regulators, their staff, and other parties in connection with legislative advocacy.
- A track record of accomplishment in legislative advocacy on Federal Issues.
- A proactive approach to the Scope of Services.

- Exceptional writing skills.
- Exceptional interpersonal and presentation skills.
- The ability to work well with and maintain the confidence of the Board, the IBLC, and staff.
- The ability to deliver services in a timely and cost effective manner.
- Sound judgment.
- No professional and/or ethical conflicts, or the appearance of conflicts, with LACERA's interests, and an approach that reflects strong sensitivity to ethical concerns.
- A strong educational and professional background.

#### 4. **INSTRUCTIONS TO RESPONDENTS**

##### 4.1. 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	November 9, 2022
Intent to Respond closing date	December 7, 2022
Written questions from Respondents due date	December 21, 2022
LACERA's response to Respondents' questions	January 9, 2023
<b>RFP due date</b>	<b>January 20, 2023</b>
Finalist Interviews (estimate)	February 2023
Selection Notification (estimate)	March 2023
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 January 20, 2022** to the Project Manager specified in Section 4.3. below.

4.2.2. Response to this RFP should be submitted as an electronic copy in PDF or Microsoft Word format via email to:

Barry Lew  
Legislative Affairs Officer  
LACERA  
300 North Lake Avenue, Suite 650  
Pasadena, CA 91101  
[blew@lacera.com](mailto:blew@lacera.com)

If the file is too large to email, it may be submitted on a USB flash drive.

If Respondent requests any confidential information to be exempt from public disclosure, then submissions should also include one **unbound** copy, and one **electronic copy**, each marked “**REDACTED.**” The redacted copies should redact 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. LACERA cannot guarantee that redacted information will not be publicly available. Please see the **Section 5** below “*Notice to Respondents Regarding the Public Records Act AND RALPH M. BROWN ACT*” for further information. An electronic copy of both the original and the redacted response in PDF format saved on separate DVDs, each labeled accordingly.

4.2.3. Submittals shall be double-sided with text in at least 10-point font, but no larger than 12-point font, including Exhibits. Submittals shall address all RFP sections in the same order presented and be responsive to each section.

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 and items in Exhibit C and should contain at a minimum:

4.2.3.1. Cover Letter. A cover letter (EXHIBIT A) shall be signed by the individual(s) who is (are) authorized to bind the respondent contractually.

4.2.3.2. Minimum Qualifications Certification. You must certify, by completing and signing EXHIBIT B, that your firm meets the minimum qualifications required.

4.2.3.3. Table of Contents. The response must contain a Table of Contents that identifies the major sub-sections of the Questionnaire.

4.2.3.4. Questionnaire. Provide your response to the enclosed Questionnaire (EXHIBIT C). Responses shall be in the prescribed format.

4.2.3.5. Attachments. 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. 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.

#### 4.3. 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:

Barry Lew  
Legislative Affairs Officer  
LACERA

300 North Lake Avenue, Suite 650  
Pasadena, CA 91101

Email: [blew@lacera.com](mailto:blew@lacera.com)  
Phone: 626-831-9815

#### 4.4. 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](http://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 member 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 members to the subject of the existing services provided by them.

#### 4.5. Questions relating to this RFP

All questions, inquiries, and requests for additional information concerning this RFP should be received no later than 5:00 PM PDT, December 21, 2022, and should be emailed to Barry Lew ([blew@lacera.com](mailto:blew@lacera.com)). All questions received and responses thereto will be posted on LACERA's website ([www.lacera.com](http://www.lacera.com)) under the "Business Opportunities" section that relates to this RFP (<https://www.lacera.com/who-we-are/business-opportunities>) on or about 5:00 PM PDT, January 9, 2023.

#### 4.6. RFP Scoring and Selection Criteria

RFPs will be scored according to Exhibit F, *Selection Criteria*. LACERA staff may select Respondents based upon the selection criteria or using a combination of onsite interviews and reference verification.

The highest scoring 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).

#### 4.7. Intent to Respond

If your firm chooses to respond to this RFP, please send the Intent to Respond, Exhibit E, via email to Barry Lew ([blew@lacera.com](mailto:blew@lacera.com)), by 5:00 p.m. PDT, December 7, 2022. Failure to send your Intent to Respond may disqualify your firm from submitting a response to this RFP.

### **5. 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 deny disclosure of those materials. LACERA will not be held liable, however, for inadvertent 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 to disclose all information provided by a respondent.

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. LACERA retains the discretion to publicly produce information it deems necessary and appropriate, and respondent agrees, by responding, that LACERA has no liability to respondent for such production.

## **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 D in our sole discretion.

Respondents are required in their response to 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 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. DIVERSITY, EQUITY, AND INCLUSION**

LACERA values diversity, equity, and inclusion ("DEI"), and believes that effectively accessing and managing diverse talent leads to improved outcomes. LACERA takes a broad view of diversity, inclusive of varied backgrounds including, but not limited to, age, experience, race, ethnicity, sexual orientation, gender, gender identity, disability status, national origin, and culture. LACERA expects its business partners to respect and reflect LACERA's value of DEI.

With respect to diversity, the response must include a description of your firm's DEI efforts further described below as well as a response to EXHIBIT H at the end of this RFP:

- description of diversity policies, practices, and procedures maintained by the firm regarding equal employment opportunity, including the recruitment, development, retention, and promotion of a diverse and inclusive workforce, non-discrimination based on gender, race, ethnicity, sexual orientation, age, disability status, veteran's status, and other legally protected categories, and prohibition of sexual harassment in the workplace. If the respondent has written policies that address these matters, provide copies with the response to this RFP.
- the oversight, monitoring, and other compliance processes for implementation and enforcement of the firm's diversity policies, practices, and procedures, including the name of

the individual who is responsible for oversight of the firm's method to measure the effectiveness of the policies, and conclusions as to effectiveness.

- any judicial, regulatory, or other legal finding, formal action, or claims related to equal employment opportunity, workplace discrimination, or sexual harassment during the past ten (10) years.

## **8. 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 has failed to comply with the requirements of this RFP, or 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.
- 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.

8.12. 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 CHECKLIST (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 is not currently under investigation by any state or federal regulatory agency for any reason.
7. 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:

- • At least five (5) years highly responsible and accountable experience managing complex Federal Issues for public entity clients and advocating directly with legislators and regulators in Washington, D.C. on such issues to achieve client objectives.
- A diverse and experienced team to provide the expertise, varying background and perspectives, depth, and bench of resources needed to perform the Scope of Services.
- An established office in Washington, D.C.
- Strong substantive knowledge of Federal Issues.
- Experience analyzing legislation and developing legislative and regulatory proposals with respect to Federal Issues.
- Strong understanding of federal legislative advocacy and communication strategies.
- Longstanding and positive working relationships with legislators, regulators, their staff, and other parties in connection with legislative advocacy.
- A track record of accomplishment in legislative advocacy on Federal Issues.
- A proactive approach to the Scope of Work.
- Exceptional writing skills.
- Exceptional interpersonal and presentation skills.
- The ability to work well with and maintain the confidence of the Board, the IBLC, and staff.

- The ability to deliver services in a timely and cost effective manner.
- Sound judgment.
- No professional and/or ethical conflicts, or the appearance of conflicts, with LACERA's interests, and an approach that reflects strong sensitivity to ethical concerns.
- A strong educational and professional background.

**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**

**(RESPONDENT SHALL USE QUESTIONNAIRE FORMAT IN ITS PROPOSAL)**

LACERA reserves the right in its discretion to request additional information from any respondent, although such requests may not be made to all respondents.

**Executive Summary**

The proposal must provide an overview of the respondent's background, experience, and other qualifications to serve as LACERA's legislative advocate with respect to Federal issues.

**Experience, Approach, and Success**

The proposal must provide a detailed statement of the respondent's experience and accomplishments in providing legislative advocacy services on Federal issues, including, if subject to disclosure, information concerning such work performed for other public pension systems. LACERA's goal in the RFP process is to obtain a comprehensive understanding of the respondent's experience, approach, and success in providing such services. LACERA is also interested in how the respondent differentiates themselves from other firms offering similar services.

**Assigned Professionals**

The proposal must set forth the name of the project lead and all other professional staff expected to be assigned to LACERA's work, including a detailed profile of each person's background and relevant individual experience and the ability of a diverse group of professionals with different perspectives to collectively to function together as a team and to work effectively with the Board, the IBLC, and staff in performing the scope of services.

**References**

The proposal must identify as references at least three (3) public pension systems, public entities, or other references for which the respondent has provided federal legislative advocacy services on Federal issues, including, for each reference, an individual point of contact, the length of time the respondent served as legislative advocate, and a summary of work performed.

**Fees and Costs, Billing Practices, and Payment Terms**

The proposal must explain the pricing proposal for the scope of work, including pricing of fees and costs, billing practices, and payment terms that would apply assuming a five (5) year initial duration of the engagement as well as any additional period during which the engagement may extend. LACERA does not place any limits on the approach to pricing and is open to presentation of more than one pricing alternative for the scope of work or portions of it. For example, the respondent might propose a monthly fixed fee with special projects to be performed on an hourly rate basis. This section of the response should include an explanation as to how the pricing approach(es) will be managed to provide the best value to LACERA. The respondent should represent that the pricing offered to LACERA is, and will remain, equivalent to or better than that provided to other government clients, or should provide an explanation as

to why this representation cannot be provided. All pricing proposals should be “best and final,” although LACERA reserves the right to negotiate on pricing.

**Conflicts of Interest**

The proposal must identify all actual or potential conflicts of interest that the respondent may face in the representation of LACERA. Specifically, and without limitation to other actual or potential conflicts, the proposal should identify any representation of the County of Los Angeles, Los Angeles Superior Court, Los Angeles County Office of Education, the South Coast Air Quality Management District, Little Lake Cemetery District, and Local Agency Formation Commission, and, to the respondent’s knowledge, any of LACERA’s members, vendors, other contracting parties, investments, and employees. The proposal should also identify any positional conflicts of which the respondent is aware.

**Claims**

The proposal must identify all past, pending, or threatened litigation, and all administrative, ethics, and disciplinary investigation or other proceedings and claims against the firm and any of the professionals proposed to provide services to LACERA, whether while such professionals were employed by the firm or employed elsewhere.

**Insurance**

The proposal must explain the insurance that the respondent will provide with respect to the services to be provided and other acts or omissions of the firm and its staff in performing legislative advocacy services for LACERA.

**Samples of Written Work**

The proposal may contain samples of the respondent’s written work relating to legislative advocacy on Federal issues.

**Other Information**

The proposal may contain any other information that the respondent deems relevant to LACERA’s selection process.



## 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 FEDERAL LEGISLATIVE ADVOCACY SERVICES

This Contract for Federal Legislative Advocacy Services ("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 professional services in federal legislative advocacy and government affairs.

Vendor represents that they offer the federal legislative advocacy services that LACERA seeks.

LACERA does not have the personnel to provide the specialized services in legislative advocacy and government affairs.

Vendor is specially trained and possesses certain skills, experience, education, and competency to perform such legislative advocacy services, and LACERA desires to engage Vendor to provide professional services in legislative advocacy and governmental affairs in relation to LACERA's interests in federal legislative affairs.

#### Contract

##### 1. Services to be Provided.

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

1.2 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.

1.3 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.

1.4 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.

2.1 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.

2.2 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.

2.3 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.

2.4 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 Director.

LACERA's Project Director, or designee, has responsibility for determining whether the Services are performed to LACERA's satisfaction. LACERA's Project Director is Barry Lew.

## 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:

Barry Lew  
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 coverage's 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 (ii) [ONE YEAR or SPECIFIED DATE] 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 Director, 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 Director 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. 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.

18. Governing Law and Venue.

18.1 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.



18.2 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.

18.3 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.

19. 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.

20. 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.

21. 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*

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

[NAME]  
[STREET]  
[CITY, STATE, ZIP]

Approved as to form:

\_\_\_\_\_  
John Harrington  
LACERA Staff Counsel

**ATTACHMENT A**  
**STATEMENT OF WORK**

Vendor scope of services shall be to provide federal legislative advocacy services as follows:

## **ATTACHMENT B**

### **FEES**

Vendor Fees for providing federal legislative advocacy services shall be as follows:

**EXHIBIT E**

**INTENT TO RESPOND**

If you choose to respond to this RFP, please send this form to Barry Lew ([blew@lacera.com](mailto:blew@lacera.com)) via email no later than 5:00 p.m. PT, December 7, 2022. 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.

<b>To:</b>	Barry Lew	<b>From:</b>	
<b>Co.:</b>	LACERA – Legal Division	<b>Title:</b>	
<b>Phone:</b>	626-564-6000 ext. 2370	<b>Co.:</b>	
<b>Email:</b>	<a href="mailto:blew@lacera.com">blew@lacera.com</a>	<b>Phone:</b>	
<b>Re:</b>	Intent to Respond	<b>Email:</b>	
		<b>Date:</b>	

Our firm intends to submit a response for LACERA's RFP for Federal Legislative Advocacy Services.

Please send inquiries to the following contact:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT F**  
**SELECTION CRITERIA**

The selection criteria below are a guide only and do 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.

1. Experience performing legislative advocacy with respect to the Federal Issues.
2. Substantive knowledge of the Federal Issues.
3. Quality of the team proposed to provide services to LACERA.
4. Information provided by references.
5. Communications skills.
6. Pricing and value.
7. Teamwork, both internally and with the Board, the IBLC, and staff.
8. Level of investment and commitment to the LACERA relationship.
9. The organization, completeness, and quality of the proposal, including cohesiveness, conciseness, and clarity.

**EXHIBIT G**  
**LACERA LEGISLATIVE POLICY**

# **LACERA LEGISLATIVE POLICY**

Revised:

Board of Retirement: April 6, 2022

Board of Investments: June 8, 2022



## Table of Contents

<b>Statement of Mission and Purpose.....</b>	<b>3</b>
<b>Legislative Policy Standards.....</b>	<b>5</b>
<b>Definitions of Board Positions.....</b>	<b>8</b>
<b>Legislative Analysis Memorandum Format .....</b>	<b>10</b>
<b>Action between Board Meetings.....</b>	<b>12</b>
<b>SACRS Voting Delegate.....</b>	<b>14</b>
<b>Ballot Measures.....</b>	<b>15</b>
<b>Status Reports.....</b>	<b>16</b>
<b>Evaluation of Legislative Advocates .....</b>	<b>17</b>
<b>Legislative Process.....</b>	<b>18</b>
<b>Change Log .....</b>	<b>19</b>

## Statement of Mission and Purpose

The Los Angeles County Employees Retirement Association (LACERA) was established under the County Employees Retirement Law of 1937 (CERL) and administers retirement benefits provided by CERL and the California Public Employees' Pension Reform Act of 2013 (PEPRA). LACERA is governed by the Board of Retirement and the Board of Investments. The Boards have plenary authority and fiduciary responsibility for the system as provided by Section 17 of Article XVI of the California Constitution and in CERL. The Boards have the sole and exclusive fiduciary responsibility to administer the system in a manner that will assure prompt delivery of benefits and related services to its members and beneficiaries.

The existence of LACERA and the fiduciary responsibility of its governing Boards are embodied in the organizational mission to *produce, protect, and provide the promised benefits*.

Each element of our mission informs the foundation of this Legislative Policy:

- *Produce* the highest quality of service for our members and sponsors.
- *Protect* the promised benefits through prudent investment and conservation of plan assets.
- *Provide* the promised benefits.

LACERA's retirement plan benefits are provided by CERL, PEPRA, and other provisions under the California Government Code. As a tax-qualified defined benefit plan, LACERA is also subject to federal law under the Internal Revenue Code. The value to our members of the benefits administered by LACERA may also be affected by other provisions of state and federal law. Changes to provisions that affect LACERA are achieved through the state and federal legislative process and through forms of direct democracy by California voters, which include ballot initiatives and referenda. It is also intended that this policy cover state and federal rulemaking, although such action takes place within the Executive branch of government rather than the Legislative. These various proposals, whether submitted through the state or federal legislative process or through rulemaking, may enhance or detract from LACERA's administrative capability and mission; they may also further or infringe upon the Boards' fiduciary responsibilities, member rights and benefits, or LACERA's mission. As such, the Boards will proactively monitor such proposals and voice its position regarding proposals as described in this policy.

LACERA may identify issues that it determines to pursue through sponsorship of legislative proposals. The scope of such issues may vary in applicability to LACERA only or also to other public retirement systems. The diversity of public retirement plans within California implies a diversity of issues that may overlap with or have impact upon other public retirement systems. Consequently, the Boards may directly sponsor legislation, or they may co-sponsor legislation with other public retirement systems, through the State

Association of County Retirement Systems, or with other parties that may have an alignment of interest with LACERA with respect to an issue or proposal.

The purpose of this Legislative Policy is to:

- Establish legislative policy standards to guide staff in making recommendations regarding legislative proposals to the Boards.
- Define the range of positions that the Boards may take with respect to legislative proposals.
- Establish a standard memorandum format to provide legislative analysis and recommendations to the Boards.
- Define circumstances in which the Board may need to communicate a position regarding a legislative proposal before the proposal is considered at a regularly scheduled Board meeting.
- Establish guidelines for staff and Board actions related to ballot measures.
- Provide for status reports of LACERA's legislative advocacy efforts.

The overall goal of this policy is to provide the Boards with flexibility to pursue legislative action on any and all issues that the Boards may view as affecting LACERA's mission.

This policy shall be reviewed by the Board of Retirement and Board of Investments biannually at the end of each two-year legislative session and may be amended by action of both Boards at any time.

## Legislative Policy Standards

The legislative policy standards are categorized for the Board of Retirement, the Board of Investments, and both Boards. Legislative action items of interest to the Board of Retirement are first brought before the Board of Retirement's Insurance, Benefits and Legislative Committee for consideration before being recommended to the Board of Retirement. However, items may go directly to the Board of Retirement for consideration with the agreement of both the Chair of the Board of Retirement and the Chair of the Insurance, Benefits and Legislative Committee.

Issues related to financial markets and investment-related matters fall under the purview of LACERA's *Corporate Governance and Stewardship Principles* ("Principles") as outlined in the *Principles'* "Statement of Purpose" and approved by the Board of Investments. The methods of engagement by the Board of Investments, its Corporate Governance Committee, and staff are outlined in the *Principles'* "Responsibilities and Delegations." This *Legislative Policy* addresses state and federal policies on benefits and fund administration as well as any matters for which the *Principles* do not provide adequate guidance.

Legislative action items of interest to both the Board of Retirement and Board of Investments are brought separately to both Boards. However, such items to be considered by the Board of Retirement will first be considered by the Board of Retirement's Insurance, Benefits, and Legislative Committee before being recommended to the Board of Retirement.

The legislative policy standards conceptually relate to LACERA's mission to produce, protect, and provide the promised benefits; the legislative policy standards also embody the themes of quality of service, prudent investment, conservation of plan assets, and prompt delivery of benefits and services within each element of LACERA's mission.

Legislative proposals or rulemaking that are enacted into law ultimately require implementation by LACERA. The approach staff will take in formulating positions and recommendations is to foster collaboration with divisions within LACERA and resources outside of LACERA, including other public pension systems, LACERA's legislative advocate, and others whose interests align with LACERA's or who may have relevant information, to fully assess the impact of proposals.

Although the legislative policy standards are intended to guide staff in formulating positions and recommendations to the Boards on legislative proposals or rulemaking, the Boards may in their discretion adopt any position on specific proposals. This policy is not intended to limit the flexibility of the Boards to take a position or other action on any legislative matter or rulemaking that may impact LACERA or its stakeholders, whether or not the specific subject matter is listed in this policy.

## **Board of Retirement**

- Support proposals that provide the Board of Retirement with increased flexibility in its administration of retirement plans and operations or enable more efficient and effective service to members and stakeholders.
- Support proposals that correct structural deficiencies in plan design.
- Support proposals that provide clarification, technical updates, or conforming changes to the County Employees Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013, or other applicable provisions under California law related to public retirement systems.
- Support proposals that protect vested benefits or have a positive impact upon LACERA's members.
- Support proposals that seek to prevent fraud in connection with retirement benefits and applications.
- Support proposals to repeal or modify the Windfall Elimination Provision and Government Windfall Provision.
- Support proposals to repeal the direct payment requirement for healthcare insurance and long-term care premiums from the pension distributions of public safety officers.
- Oppose proposals that infringe on the Board of Retirement's plenary authority or fiduciary responsibility.
- Oppose proposals that deprive members of vested benefits.
- Oppose proposals that mandate the release of confidential information of members and beneficiaries.
- Oppose proposals that jeopardize the tax-exempt status of LACERA's qualified retirement plan under the Internal Revenue Code and the California Revenue and Taxation Code or the deferred treatment of income tax on employer and employee contributions and related earnings.
- Oppose proposals that create unreasonable costs or complexity in the administration of retirement benefits.
- Oppose proposals that are contrary to or interfere with the Board of Retirement's adopted policies or decisions.

## **Board of Investments**

- Support proposals that give increased flexibility to the Board of Investments in its investment policy and administration.
- Support proposals that preserve the assets and minimize the liabilities of trust funds administered by LACERA.
- Support proposals that are consistent with the Board of Investments' *Investment Policy Statement, Corporate Governance and Stewardship Principles*, and other adopted policies and decisions. Support proposals that promote transparent financial reporting.
- Oppose proposals that infringe on the Board of Investments' authority over the actuarial valuation process.
- Oppose proposals that infringe on the Board of Investments' plenary authority or fiduciary responsibility, including but not limited to investment mandates or restrictions.
- Oppose proposals that create unreasonable costs or complexity in the administration of investments.
- Oppose proposals that are contrary to or interfere with the Board of Investment's adopted policies or decisions.

## **Board of Retirement & Board of Investments**

- Support proposals that harmonize the powers and functions of the Board of Retirement and Board of Investments but do not encroach on each Board's respective separate jurisdiction.
- Support proposals that enhance board member education and ethics.
- Address proposals related to the administrative budget.
- Address proposals related to the appointment of personnel.
- Address proposals related to administrative or organizational matters that affect both Boards.

## Definitions of Board Positions

### **SPONSOR OR CO-SPONSOR**

- Indicates that the proposal was initiated by the Board or that the proposal was initiated by one or more organizations with which LACERA shares sponsorship.
- Authorizes staff to engage with LACERA's legislative advocate to achieve passage of the proposal.

### **SUPPORT**

- Indicates that the Board believes the proposal should become law.
- Authorizes staff to engage with LACERA's legislative advocate to achieve passage of the proposal.

### **SUPPORT IF AMENDED**

- Indicates that the Board conditionally supports the proposal in becoming law and that amendments are necessary to facilitate implementation and administration.
- Authorizes staff to engage with LACERA's legislative advocate to communicate the Board's position and incorporate amendments into the proposal.
- If amendments requested by LACERA are adopted, authorizes staff to engage with LACERA's legislative advocate to achieve passage of the proposal without a resubmission of the proposal to the Board, unless the Board directs otherwise.
- If there are substantive<sup>1</sup> amendments to the proposal not requested by LACERA that may cause the Board not to support the proposal, staff will resubmit the proposal to the Board for consideration.

### **NEUTRAL**

- Indicates that the proposal affects LACERA and its stakeholders, but the Board neither supports nor opposes it.
- Does not require engagement with LACERA's legislative advocate to achieve passage or defeat of the proposal.

---

<sup>1</sup> The term "substantive" as used in this Legislative Policy is defined as a change in the proposal that does not merely provide clarification but creates and defines rights and duties or, conversely, removes rights and duties.

## **OPPOSE**

- Indicates that the Board does not believe the proposal should become law.
- Authorizes staff to engage with LACERA's legislative advocate to communicate the Board's position and to defeat the proposal.

## **OPPOSE UNLESS AMENDED**

- Indicates that the Board conditionally opposes the proposal in becoming law and that amendments are necessary to remove the Board's opposition.
- Authorizes staff to engage with LACERA's legislative advocate to communicate the Board's position and to incorporate amendments into the proposal.
- If amendments requested by LACERA are adopted, the Board's position will be Neutral or Watch without a resubmission of the proposal to the Board, unless the Board directs otherwise.
- If there are substantive amendments to the proposal not requested by LACERA that may cause the Board not to remove its opposition, staff will resubmit the proposal to the Board for consideration.

## **WATCH**

- Indicates that the proposal does not affect LACERA and its stakeholders but would be enacted under a law that covers LACERA such as CERL or PEPRA.
- Indicates that although the proposal is not based on a law that covers LACERA such as CERL or PEPRA, the proposal may be of interest or concern to the Board and its stakeholders and that the Board in the future may take a substantive position on the matter.
- Indicates that proposal will be resubmitted to the Board for consideration if amendments cause the proposal to affect LACERA and its stakeholders.

Once the Board has acted, these positions will typically be communicated by means of a letter from the Chief Executive Officer to the appropriate legislative officers. Staff coordinates with LACERA's legislative advocate in preparing this letter and developing a communication and distribution strategy for the letter, which may include verbal communications by the legislative advocate with relevant legislators and/or legislative staff. In the rulemaking context, LACERA's positions will typically be communicated to the enacting state or federal agency by means of a comment letter where the agency has provided an opportunity for public comment on a proposed rule before it is finalized and becomes effective.



## **Legislative Analysis Memorandum Format**

The following is an outline of the format of the legislative analysis memorandum provided by staff. In general, the memorandum will follow this format but may be modified for specific cases.

Date

TO:

FROM:

FOR:

SUBJECT: **Bill Number**

*Author:*

*Sponsor:*

*Introduced:*

*Amended:*

*Status:*

*Board Position:*

*Committee Recommendation:*

*Staff Recommendation:*

*[If the memo addresses rulemaking, the Subject section will provide similar relevant information.]*

## **RECOMMENDATION**

*[This section states staff's or the Committee's recommendation to the Board.]*

## **LEGISLATIVE POLICY STANDARD**

*[This section discusses the application of LACERA's legislative policy standards to the proposal and the justification for the recommendation to the Board.]*

## **SUMMARY**

*[This section describes the provisions of the proposal and the key additions or updates the proposal makes to existing law.]*

## **ANALYSIS**

*[This section provides an analysis of the effects and implications of the proposal on LACERA.]*

## **IT IS THEREFORE RECOMMENDED THAT YOUR BOARD**

*[This section restates staff's or the Committee's recommendation and summary or concluding comments.]*

## **Attachments**

Attachment 1—Board Positions Adopted On Related Legislation

*[This attachment states the positions the Board has previously taken on the subject matter of the bill.]*

Attachment 2—Support And Opposition

*[This attachment identifies those entities that have already taken a position on the bill.]*

Bill Text

## Action between Board Meetings

The Board of Retirement generally meets twice a month, including a disability meeting on the first Wednesday and an administrative meeting on the Thursday following the second Wednesday; the Board of Investments meets once a month on the second Wednesday. Since the meeting schedules of the Boards do not necessarily accord with the hearing schedules and deadlines of the state Legislature and Congress. In the event a time-sensitive matter arises, action by staff may be required before the matter is considered by the Board at the next regularly scheduled Board meeting.

### I. Legislation on Which the Board Previously Adopted a Position

Staff may engage with LACERA's legislative advocate to communicate a position on amendments to a bill before formal consideration by the Board of Retirement or Board of Investments if all the following conditions are met:

1. The Board had adopted a Support or Oppose position on the bill *before* it was amended.
2. Substantive amendments that may justify a change in the Board's position to other than Neutral or Watch have occurred in the bill *after* the Board adopted a position and *before* the next regularly scheduled board meeting.
3. Consideration of the amended bill by a legislative committee or by the Assembly or Senate floor will occur *before* the amended bill can be considered at the next regularly scheduled board meeting.

Staff will take the following actions:

1. Prepare a legislative analysis of the amended bill for use in consultation.
2. Consult with the Chief Executive Officer, Chief Counsel, and legislative advocate for input regarding the amended bill to determine if the new position should be communicated to the Legislature.
3. If the new position should be communicated to the Legislature, consult with the Chair (or if not available, the Vice Chair) of the Board that has jurisdiction over the subject matter of the amended bill and obtain approval that the new position be communicated.
4. At the next regularly scheduled Board meeting, present a report to the Board regarding the position communicated in Step 3 and a summary of actions taken.

## II. Formally Affiliated Organizations

1. Staff may participate in joint written communications that are organized or requested by formal organizations to which LACERA has formally affiliated and that are consistent with the Board's legislative policy standards.
2. In the event a matter has been addressed in written communications by a formal organization to which LACERA has formally affiliated, staff may, consistent with the Board's legislative policy standards, write letters of support or opposition or engage in advocacy on the matter.

Staff will take the following actions:

1. Prepare a legislative analysis of the matter for use in consultation.
2. Consult with the Chief Executive Officer, Chief Counsel, and legislative advocate to determine whether staff should engage in the written communications described in II.1 and II.2.
3. If staff should engage in the written communications described in II.1 and II.2, consult with the Chair (or if not available, the Vice Chair) of the Board that has jurisdiction over the subject matter and obtain approval to engage in such written communications.
4. At the next regularly scheduled Board meeting, present a report to the Board of actions taken and copies of the written communications.

## SACRS Voting Delegate

### **BACKGROUND**

The Bylaws of the State Association of County Retirement Systems (SACRS) provide that all duly elected or appointed members of the County Retirement and Investment Boards operating under the County Employees Retirement Law of 1937 (CERL) are regular members of SACRS; the administrator of a County Retirement System is also a regular member. Each County Retirement System is entitled to one voting delegate (who must be a regular member) for business meetings of the SACRS membership. The delegate and any alternate delegates are designated in writing and provided to SACRS by the County Retirement Board. The voting delegates serve as proxies for their retirement systems and vote as directed by their systems.

Legislative proposals submitted to SACRS are generally voted on at its Fall Conference, although it is also possible for them to be voted on at its Spring Conference. In 2002, the Board of Retirement (BOR) adopted a policy that provides for the LACERA Chief Executive Officer to be LACERA's SACRS voting delegate. Alternate delegates are the BOR officers and the remaining BOR members in order of board seat.

### **PROCESS**

1. The Executive Office provides a list of LACERA's voting delegate and alternate delegates as requested by SACRS prior to the SACRS Business Meetings. This list will constitute the credentials for the delegates who are voting participants at the SACRS Business Meetings.
2. The SACRS Legislative Committee forwards the legislative proposals it has received and reviewed to the CERL retirement systems with its recommendations on inclusion in the SACRS legislative platform.
3. Staff presents the legislative proposals received from the SACRS Legislative Committee to the Board of Retirement or the Board of Investments for consideration based on the respective board's jurisdiction on the proposal's subject matter.
  - a. Proposals for the Board of Retirement are first presented for consideration to its Insurance, Benefits and Legislative Committee.
  - b. Proposals with subject matters under both boards' jurisdictions are first presented for consideration to the Joint Operations Governance Committee, unless scheduling issues dictate otherwise.
4. Voting instructions from each board are summarized by staff and forwarded to the secretaries of the Executive Office and Board of Retirement to be provided to those who will be attending the SACRS conference. The LACERA voting delegate at the SACRS Business Meeting will vote as directed by the instructions.

## Ballot Measures

California law provides for citizens to use ballot measures to initiate a state statute or a constitutional amendment or to repeal legislation through a veto referendum. The California State Legislature may also use ballot measures to offer legislatively referred state statutes or constitutional amendments.

In general, a government agency may not spend *public funds* for a partisan *campaign* advocating the passage or defeat of a ballot measure. It is, however, permissible for a government agency to engage in *informational* activities. What distinguishes *informational* activities from *campaign* activities depends on the style, tenor, and timing of the activity.

From time to time, ballot measures may be offered that are related to public retirement plans. The following guidelines are intended to provide guidance on actions that may be taken with respect to ballot measures on public retirement plans:

- Providing informational staff reports and analysis on the ballot measure's effect in a meeting open to the public.
- Providing a recommendation for the Board to take a position on the ballot measure in a meeting open to the public where all perspectives can be shared. (The Board may or may not take a position on any ballot measure. The Board may take a position when it determines it is necessary to publicly express its opinion for or against a matter on which it feels strongly with respect to its impact on LACERA.)
- Providing the Board's position and views on the ballot measure's merits and effects to interested stakeholders and organizations.
- Responding to inquiries from stakeholders and the public regarding the Board's position and views on the ballot measure.

The Fair Political Practices Commission (FPPC) was created by the Political Reform Act and requires government agencies to report expenses used to advocate or unambiguously urge the passage or defeat of a measure in an election. The FPPC also prohibits government agencies from paying for communication materials that advocate or unambiguously urge the passage or defeat of a measure in an election. LACERA must be cautious in not engaging in activities that can be characterized as *campaign* activities, which are prohibited and would be subject to campaign expenditure reporting requirements. Therefore, all activities related to ballot measures are subject to review by Chief Counsel.

## Status Reports

For bills on which the Boards have taken a position or that staff is monitoring, staff will provide a monthly status report listing each bill, its current status in the legislative process, and copies of communications used for lobbying the California State Legislature, United States Congress, the Governor of California, the President of the United States, or any regulatory agencies. The status report will be provided as monthly reports to the Board of Retirement and Board of Investments.

At the end of each legislative session, staff will provide a year-end report of all the bills on which the Boards had taken a position and their final disposition.

## Evaluation of Legislative Advocates

The Board of Retirement has retained federal and state legislative advocates to assist in fulfilling the Mission and Purpose of the *LACERA Legislative Policy*. Staff will provide an annual evaluation of the legislative advocates to the Board of Retirement for review, or the legislative advocates will provide an annual self-evaluation to the Board of Retirement for review. The evaluation will assess the performance of the legislative advocates with respect to their services that were agreed upon to be performed in their contracts. The assessments will be rated according to whether the legislative advocates exceeded expectations, met expectations, or did not meet expectations.



## Legislative Process

The following pages include an outline<sup>2</sup> and a flowchart<sup>3</sup> of the California legislative process through which a bill becomes law. In general, bills in the federal legislative process move through similar stages.

---

<sup>2</sup> Overview of Legislative Process – Official California Legislative Information (<http://www.leginfo.ca.gov/bil2lawx.html>).

<sup>3</sup> The Life Cycle of Legislation: From Idea into Law. California Legislature: Assembly Rules Committee.

# OVERVIEW OF LEGISLATIVE PROCESS

The process of government by which bills are considered and laws enacted is commonly referred to as the Legislative Process. The California State Legislature is made up of two houses: the Senate and the Assembly. There are 40 Senators and 80 Assembly Members representing the people of the State of California. The Legislature has a legislative calendar containing important dates of activities during its two-year session.

## Idea

All legislation begins as an idea or concept. Ideas and concepts can come from a variety of sources. The process begins when a Senator or Assembly Member decides to author a bill.

## The Author

A Legislator sends the idea for the bill to the Legislative Counsel where it is drafted into the actual bill. The draft of the bill is returned to the Legislator for introduction. If the author is a Senator, the bill is introduced in the Senate. If the author is an Assembly Member, the bill is introduced in the Assembly.

## First Reading/Introduction

A bill is introduced or read the first time when the bill number, the name of the author, and the descriptive title of the bill is read on the floor of the house. The bill is then sent to the Office of State Printing. No bill may be acted upon until 30 days has passed from the date of its introduction.

## Committee Hearings

The bill then goes to the Rules Committee of the house of origin where it is assigned to the appropriate policy committee for its first hearing. Bills are assigned to policy committees according to subject area of the bill. For example, a Senate bill dealing with health care facilities would first be assigned to the Senate Health and Human Services Committee for policy review. Bills that require the expenditure of funds must also be heard in the fiscal committees: Senate Appropriations or Assembly Appropriations. Each house has a number of policy committees and a fiscal committee. Each committee is made up of a specified number of Senators or Assembly Members.

During the committee hearing the author presents the bill to the committee and testimony can be heard in support of or opposition to the bill. The committee then votes by passing the bill, passing the bill as amended, or defeating the bill. Bills can be amended several times. Letters of support or opposition are important and should be mailed to the author and committee members before the bill is scheduled to be heard in committee. It takes a majority vote of the full committee membership for a bill to be passed by the committee.

Each house maintains a schedule of legislative committee hearings. Prior to a bill's hearing, a bill analysis is prepared that explains current law, what the bill is intended to do, and some background information. Typically the analysis also lists organizations that support or oppose the bill.

## Second and Third Reading

Bills passed by committees are read a second time on the floor in the house of origin and then assigned to third reading. Bill analyses are also prepared prior to third reading. When a bill is read the third time it is explained by the author, discussed by the Members and voted on by a roll call vote. Bills that require an appropriation or that take effect immediately, generally require 27 votes in the Senate and 54 votes in the Assembly to be passed. Other bills generally require 21 votes in the Senate and 41 votes in the Assembly. If a

bill is defeated, the Member may seek reconsideration and another vote.

### **Repeat Process in other House**

Once the bill has been approved by the house of origin it proceeds to the other house where the procedure is repeated.

### **Resolution of Differences**

If a bill is amended in the second house, it must go back to the house of origin for concurrence, which is agreement on the amendments. If agreement cannot be reached, the bill is referred to a two house conference committee to resolve differences. Three members of the committee are from the Senate and three are from the Assembly. If a compromise is reached, the bill is returned to both houses for a vote.

### **Governor**

If both houses approve a bill, it then goes to the Governor. The Governor has three choices. The Governor can sign the bill into law, allow it to become law without his or her signature, or veto it. A governor's veto can be overridden by a two thirds vote in both houses. Most bills go into effect on the first day of January of the next year. Urgency measures take effect immediately after they are signed or allowed to become law without signature.

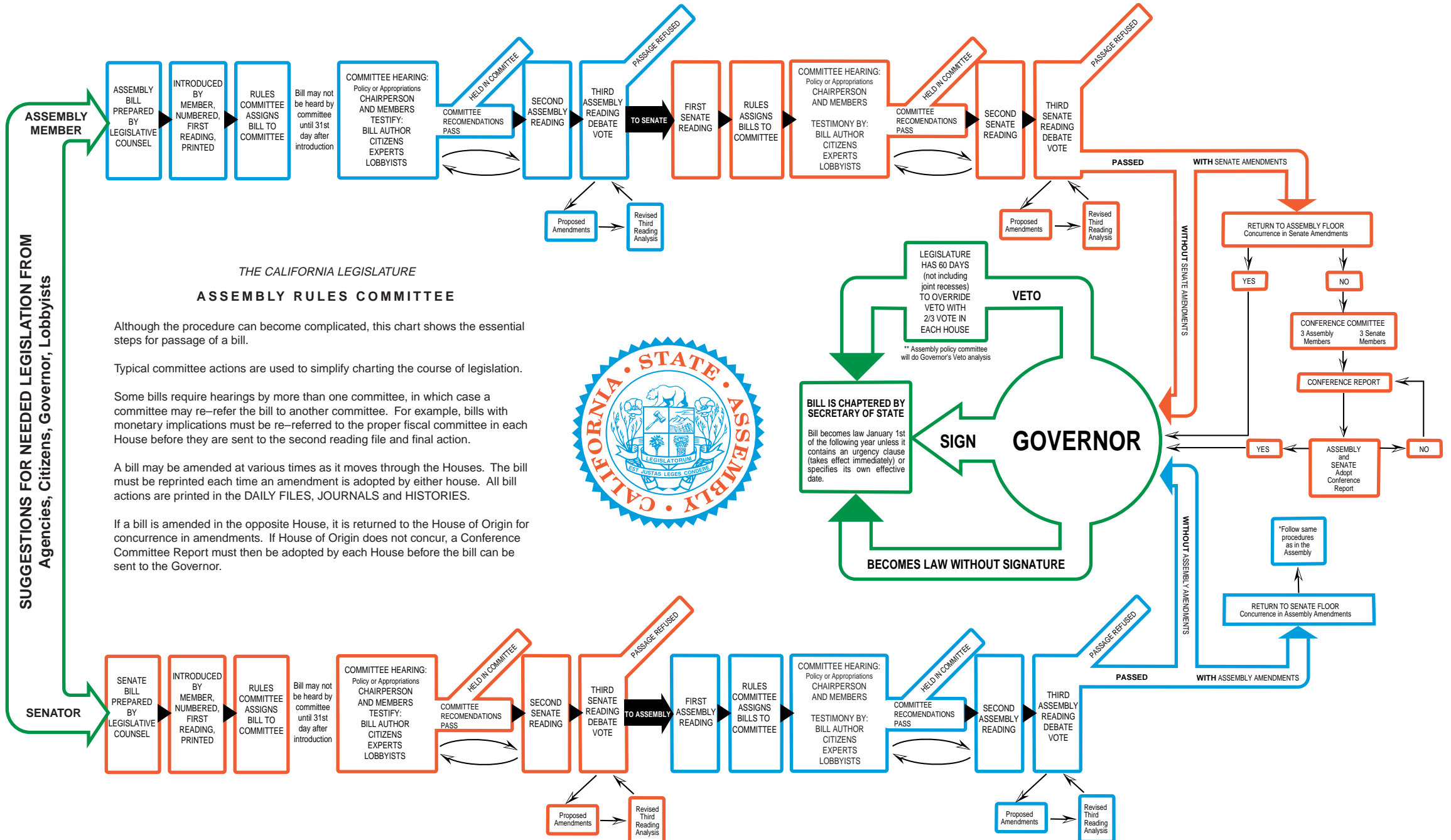
### **California Law**

Bills that are passed by the Legislature and approved by the Governor are assigned a chapter number by the Secretary of State. These Chaptered Bills (also referred to as Statutes of the year they were enacted) then become part of the California Codes. The California Codes are a comprehensive collection of laws grouped by subject matter.

The California Constitution sets forth the fundamental laws by which the State of California is governed. All amendments to the Constitution come about as a result of constitutional amendments presented to the people for their approval.

# THE LIFE CYCLE OF LEGISLATION

*From Idea into Law*



## THE CALIFORNIA LEGISLATURE

### ASSEMBLY RULES COMMITTEE

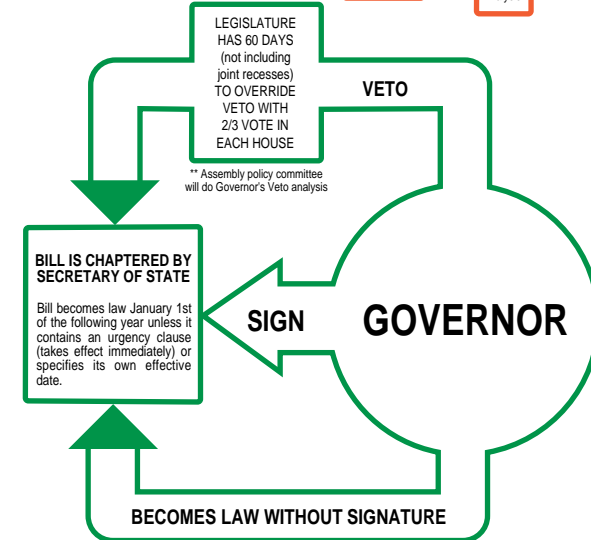
Although the procedure can become complicated, this chart shows the essential steps for passage of a bill.

Typical committee actions are used to simplify charting the course of legislation.

Some bills require hearings by more than one committee, in which case a committee may re-refer the bill to another committee. For example, bills with monetary implications must be re-referred to the proper fiscal committee in each House before they are sent to the second reading file and final action.

A bill may be amended at various times as it moves through the Houses. The bill must be reprinted each time an amendment is adopted by either house. All bill actions are printed in the DAILY FILES, JOURNALS and HISTORIES.

If a bill is amended in the opposite House, it is returned to the House of Origin for concurrence in amendments. If House of Origin does not concur, a Conference Committee Report must then be adopted by each House before the bill can be sent to the Governor.



**BILL IS CHAPTERED BY SECRETARY OF STATE**

Bill becomes law January 1st of the following year unless it contains an urgency clause (takes effect immediately) or specifies its own effective date.

\*\* Assembly policy committee will do Governor's Veto analysis

\*Follow same procedures as in the Assembly

## Change Log

Revised by the Board of Retirement on April 6, 2022 and the Board of Investments on June 8, 2022.

Revised by the Board of Retirement on August 7, 2019 and the Board of Investments on August 14, 2019.

Revised by the Board of Retirement on January 10, 2019 and the Board of Investments on January 9, 2019.

Revised by the Board of Retirement on May 10, 2018 and the Board of Investments on May 9, 2018.

Restated and approved by the Board of Retirement on October 13, 2016 and the Board of Investments on October 12, 2016.

## EXHIBIT H

### DIVERSITY, EQUITY, AND INCLUSION QUESTIONNAIRE

LACERA values **diversity, equity, and inclusion (“DEI”)**, and believes that effectively accessing and managing diverse talent leads to improved outcomes. LACERA takes a broad view of diversity, inclusive of varied backgrounds including, but not limited to, age, experience, race, ethnicity, sexual orientation, gender, gender identity, disability status, national origin, and culture. LACERA expects external asset managers and other third-party providers to respect and reflect LACERA’s value of DEI. LACERA’s ongoing monitoring of third-party service providers incorporates an assessment of vendors’ commitment to, adherence with, and track record of accessing and retaining diverse and inclusive workforces.

#### Section I

##### I. Policy

1. Describe your firm’s approach to diversity, equity, and inclusion (“DEI”) in the workplace and its relation to your strategic objectives.
2. Does your firm have a written policy (or policies) addressing workplace DEI (“Policy”)? A Policy defines the firm’s commitment, policies, and practices regarding equal employment opportunity, including the recruitment, development, retention and promotion of a diverse and inclusive workforce and non-discrimination based on gender, race, ethnicity, sexual orientation, gender identity, age, veteran’s status, and other legally protected categories. A Policy (or policies) may be a standalone document or part of a larger firm document.

Please provide a copy of your firm’s Policy.

3. Does your Policy address sexual harassment in the workplace? If not, please explain.
4. If your firm does not have a written policy, do you commit to promptly adopting and providing a copy of a Policy, if your firm is awarded a mandate/contract with LACERA?

##### II. Oversight

5. Who is responsible for overseeing the Policy’s implementation? Please provide name and title. What processes are employed to implement and enforce the firm’s Policy?
6. Who is responsible for overseeing compliance with the Policy? Please provide name and title. What processes are employed to promote compliance with the Policy?
7. What oversight, if any, does your firm’s board and/or executive team exercise regarding

the firm's DEI policy and efforts?

8. What data, trends, or analysis does the firm's board or executive committee receive regarding the firm's effectiveness in adhering to DEI policies, objectives, and compliance?
9. Under what circumstances would an allegation of non-compliance with the Policy prompt notification and/or consideration by the firm's board or executive committee?

### III. Track Record

10. Please complete the charts in **Section II** regarding your firm's workplace composition as defined by the Equal Employment Opportunity Commission categories for employees of your firm's U.S. operations. We also request completion of similar information for non-U.S. employees, absent any applicable legal or regulatory restrictions.
11. Does your firm commit to providing the firm's workforce composition in a format similar to **Section II** on a periodic basis, if awarded with a mandate/contract with LACERA?
12. Has your firm been subject to any judicial, regulatory, or other legal finding, formal action, or claims related to equal employment opportunity, workplace discrimination, or sexual harassment during the past twelve years? Please describe.
13. Please identify the number of confidential settlements and/or non-disclosure agreements related to workplace discrimination and/or sexual harassment entered into by your firm during the past twelve years. Please describe the nature of each settlement within the terms of the confidential settlement.

### IV. Objectives and Compliance Strategies

14. Does your firm integrate DEI into executives' performance reviews and/or incentive pay objectives? Please describe.
15. Does your firm conduct pay disparity analyses to discern any disparities by gender, race, ethnicity, or other attributes of diversity? Please describe or explain why not.
16. Does your firm have a clawback or recoupment policy in place by which workplace misconduct, such as sexual harassment, may trigger recoupment of incentive pay, awards, bonuses, or other compensation?
17. Does your firm provide paid family leave provisions? If yes, please describe.
18. Please explain any other incentives or risk mitigation strategies your firm employs to promote compliance with your DEI policies.
19. How does your firm promote an accessible workplace for employees with disabilities?
20. Please describe any DEI objectives or goals your firm has.

21. Describe any affiliations or leadership positions related to DEI in the financial services industry with which your firm is involved.

## Section II

### **General Instructions**

LACERA seeks to understand the track record of vendors in accessing and retaining talent inclusive of diverse backgrounds.

We invite all firms to provide the demographics and diversity attributes of their leadership (such as boards or executive committees) and management professionals, consistent with applicable laws, regulations, and privacy considerations in the markets in which they operate.

LACERA takes a broad view of diversity and welcomes firms to report on diversity attributes relevant to your business. However, as a standard baseline, LACERA requests all firms with U.S. operations to provide reporting consistent with the gender, race, and ethnicity categories used by the United States Equal Employment Commission (EEOC) in your firm's Employer Report EEO-1. See [www.eeoc.gov/employers/eeo1survey/index.cfm](http://www.eeoc.gov/employers/eeo1survey/index.cfm) for further information.

Please complete all columns in Tables 1, 2, and 3 by entering in the number of employees/individuals for each relevant category (not percentages). Blank cells will be interpreted as having a value of zero.

Job Categories:

Board of directors, and CEO, CFO & COO: This row includes all members of the firm's governing board (or executive committee), as well as CEO, CFO, COO or equivalent positions.

Management professionals: All professionals who have a role in decision-making at the firm.

Management support: All professionals who have a role in supporting management, such as marketing, client service, operations, accounting, IT, and legal.

If an employee is both a member of the board of directors or occupies the position of CEO, CFO or COO, as well as serves as a member of the management staff, the individual may be counted in both rows.



Total compensation figures should be provided for all management professionals in each category reported in Row 2 as a percentage of total compensation of all management professionals (not total personnel of the firm).

Your firm may elect to provide information on additional diversity categories. If you choose to do so, please provide such information on additional sheets.

**A. TABLE 1**

**1. Firmwide for U.S. Operations**

Job Categories	Hispanic or Latino			Non-Hispanic Or Latino												All										
	Black or African American			Asian			Native Hawaiian or Other Pacific Islander			American Indian or Alaska Native			Two or More Races						White			Other/Undisclosed Race				
	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F		
1 Board of Directors and CEO, CFO & COO																							0	0	0	
2 Management Professionals																								0	0	0
3 Management Support																								0	0	0
For Management Professionals: Total																										
4 Compensation %, including Profit Sharing																										



LACERA Diversity  
Equity and Inclusion

**B. TABLE 2**

**1. Employees in Non-U.S. Operations (optional)**

Job Categories	Hispanic or Latino			Non-Hispanic Or Latino												All												
	Black or African American			Asian			Native Hawaiian or Other Pacific Islander			American Indian or Alaska Native			Two or More Races						White			Other/Undisclosed Race						
	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F				
1 Management Professionals																									0	0	0	
2 Management Support																										0	0	0
For Management Professionals: Total																												
3 Compensation %, including Profit Sharing																												

a) FIRM OWNERSHIP

LACERA invites disclosure of any diversity attributes among your firm's ownership (where applicable) and the percentage of ownership of each individual. LACERA takes a broad view of diversity (inclusive of gender, race and ethnicity, sexual orientation, gender identity, disability, and other attributes). We invite you to describe how your firm defines diversity in your ownership profile below.

U.S. firms are also requested to provide the baseline demographic information of the firm’s owners, consistent with EEO-1 categories, in Table 3.

**Table 3: Firm Ownership of Attributes Consistent with EEO-1 Categories**

		# of Owners	% Ownership
Hispanic or Latino	F		
	M		
	Total		
Black or African American	F		
	M		
	Total		
Asian	F		
	M		
	Total		
Native Hawaiian or Other Pacific Islander	F		
	M		
	Total		
American Indian or Alaska Native	F		
	M		
	Total		
Two or More Races	F		
	M		
	Total		
White	F		
	M		
	Total		
Other Race/Ethnicity	F		
	M		
	Total		
Not disclosed	F		
	M		
	Total		
TOTAL	F	0	0%
	M	0	0%
	Total	0	0%



DEI DDQ Ownership  
Summary.xlsx

**INSURANCE, BENEFITS & LEGISLATIVE COMMITTEE  
ENGAGEMENT REPORT  
OCTOBER 2022  
FOR INFORMATION ONLY**

**Report on Different Spending Patterns by Retirement Plan Type**

A report by the Public Retirement Research Lab (PRRL) and J.P. Morgan Asset Management found that public sector workers whose primary retirement account is a defined benefit plan tend to spend a higher ratio of their earnings than those with a defined contribution plan.

The study looked at public employees in the PRRL database who also had a J.P. Morgan bank account, which resulted in 36,690 households. The study found that across all income quartiles DB plan participants spent a higher ratio of their income than DC or hybrid plan participants. At the lowest quartile, DB participants spent 117% of their income versus 108% for non-DB participants. At the highest quartile, DB participants spent 90% versus 83% for non-DB participants.

The study's authors speculate that the gap exists because DB plans are perceived as lower risk by participants, and they therefore feel more comfortable spending larger percentages of their total income.

In terms of categories of spending, housing at 20.9% is the largest share of spending for both types of participants. However, the only notable spending category with a sizable difference is food and beverage, where those without a DB plan spend a larger share (18.2%) compared to those with a DB plan (14.3%). Additionally, those with a DB plan use cash and checks for more of their spending than those without a DB plan, although it is not clear what spending categories those cash and checks are directed towards.

[\(Source\)](#)

**Workers Delaying Retirement Has Doubled Since Last Year**

According to a report by the Nationwide Retirement Institute, inflation is causing workers to delay retirement, which affects the ability of employers to hire and promote new workers. The survey found that 40% of workers aged 45 and older are delaying their retirement because of rising costs, which is double those who said they delayed retirement last year because of COVID-19. Some of the top concerns of employees (private and public) include:

- Impact of inflation/rising costs on retirement income (66%)
- Cost of health care (64%)
- Impact of market volatility on retirement income (62%)
- Not receiving enough through Social Security and/or Medicare (58%)

Generally, a higher percentage of private sector workers than government workers report these concerns.

Sixty-seven percent of company plan sponsors (and 84% of government) report that delayed or cancelled retirements are a concern to their employer. Some of the top impacts cited by company plan sponsors include the following:

- Ability to hire new talent (36%)
- Makes health and benefit plans more expensive (35%)
- Paying higher salaries for longer tenured employees (34%)
- Ability to promote younger talent (34%)
- Lower team morale (30%)
- Negatively impacted mental health of employees (29%)
- Lower productivity (27%)
- Negatively impacted physical health of employees (22%)

[\(Source\)](#) [\(Source\)](#)

### **New Jersey Bill Tightens Pension Rules for Convicted Public Workers**

As the result of a recent NJ Advance Media investigation of former state, county, and local public employees in New Jersey who continue to receive monthly retirement benefits despite being convicted of a range of misconduct, the New Jersey Legislature is fast-tracking a bill that would make it more difficult for public employees who committed crimes to collect their pensions.

The legislation would tighten the criteria pension boards use to decide forfeiture of benefits and would expand the list of offenses that automatically disqualify public employees from receiving benefits. It would expand the current 23 specific offenses resulting in pension forfeiture to include any job-related conviction for any crime of the first- or second-degree, which is a broad class of crimes generally resulting in prison time.

[\(Source\)](#)

### **Pennsylvania City Restores Pension Plan for Public Safety Officers**

A few years ago, the City of Meadville in Pennsylvania instituted a pension reform that eliminated its pension plan for the city's police officers. The city recently restored the pension plan for police officers because it was unable to compete with neighboring cities in recruiting new officers. Even new officers are recruited, others have left to take similar positions in neighboring cities and cited the lack of a pension plan as a main motivation. The city is currently three officers short of its budgeted 22 staff. Overtime is straining the current staff, and the city might soon not be able to field enough officers to patrol around the clock.

The return of the city's traditional pension plan also entailed other negotiated labor concessions. For example, new officers must reside in the city for up to 3 years after their probation period. They also give up certain post-retirement health care benefits and cost-of-living adjustments. ([Source](#))

### **IRS Defined Benefit Limits for 2023**

The Internal Revenue Service has announced the 2023 limits for defined benefit plans. These are two limits that are important for LACERA's pension plan. The limits are adjusted by cost-of-living increases in increments of \$5,000.

The 415(b) annual benefits limitation has increased from \$245,000 in 2022 to \$265,000 for 2023. From 2018 to 2020, the limit increased in \$5,000 increments from \$220,000 to \$230,000. 2021 had no change and remained at \$230,000. The last two incremental increases from 2021 to 2023 are \$15,000 and \$20,000. LACERA members whose benefits exceed this limit receive those amounts from the Los Angeles County Replacement Benefit Plan.

The 401(a)(17) annual compensation limit increased from \$305,000 in 2022 to \$330,000 for 2023. From 2018 to 2021, the limit increased in \$5,000 increments from \$275,000 to \$290,000. The last two incremental increases from 2021 to 2023 are \$15,000 and \$25,000.

Although PEPRA members are technically subject to the 401(a)(17) annual compensation limit, in practice they are subject to a lower limit as provided in PEPRA. The California Actuarial Advisory Panel has not yet released its PEPRA Pension Compensation Limit Letter for 2023. In 2022, the limit was \$134,974 for those who participate in Social Security, and \$161,969 for those who do not participate in Social Security. ([Source](#))

**INSURANCE, BENEFITS & LEGISLATIVE COMMITTEE  
 RETIREE HEALTHCARE BENEFITS PROGRAM  
 STAFF ACTIVITIES REPORT  
 OCTOBER 2022  
 FOR INFORMATION ONLY**

**Centers for Medicare and Medicaid Services (CMS) Medicare Part D Retiree Drug Subsidy (RDS) Reconciliation Plan Year 7/1/2020 – 6/30/2021**

Staff completed the reconciliation process for the RDS FY 2020/2021 applications. We have submitted the payments requests to CMS RDS and our requests were approved. Below are the subsidy amounts that were approved and received:

Plan	RDS Subsidy Amount Received
Anthem Blue Cross	\$10,926,061
Cigna Medical	\$240,932
Kaiser Permanente	\$381,508
Local 1014	\$915,447
<b>TOTAL RECEIVED</b>	<b>\$12,463,947</b>

As a background, the Retiree Drug Subsidy (RDS) program was authorized by Medicare Part D of the Medicare Modernization Act and permits employers and unions with qualifying prescription drug plans to receive retiree drug subsidy payments from the federal government

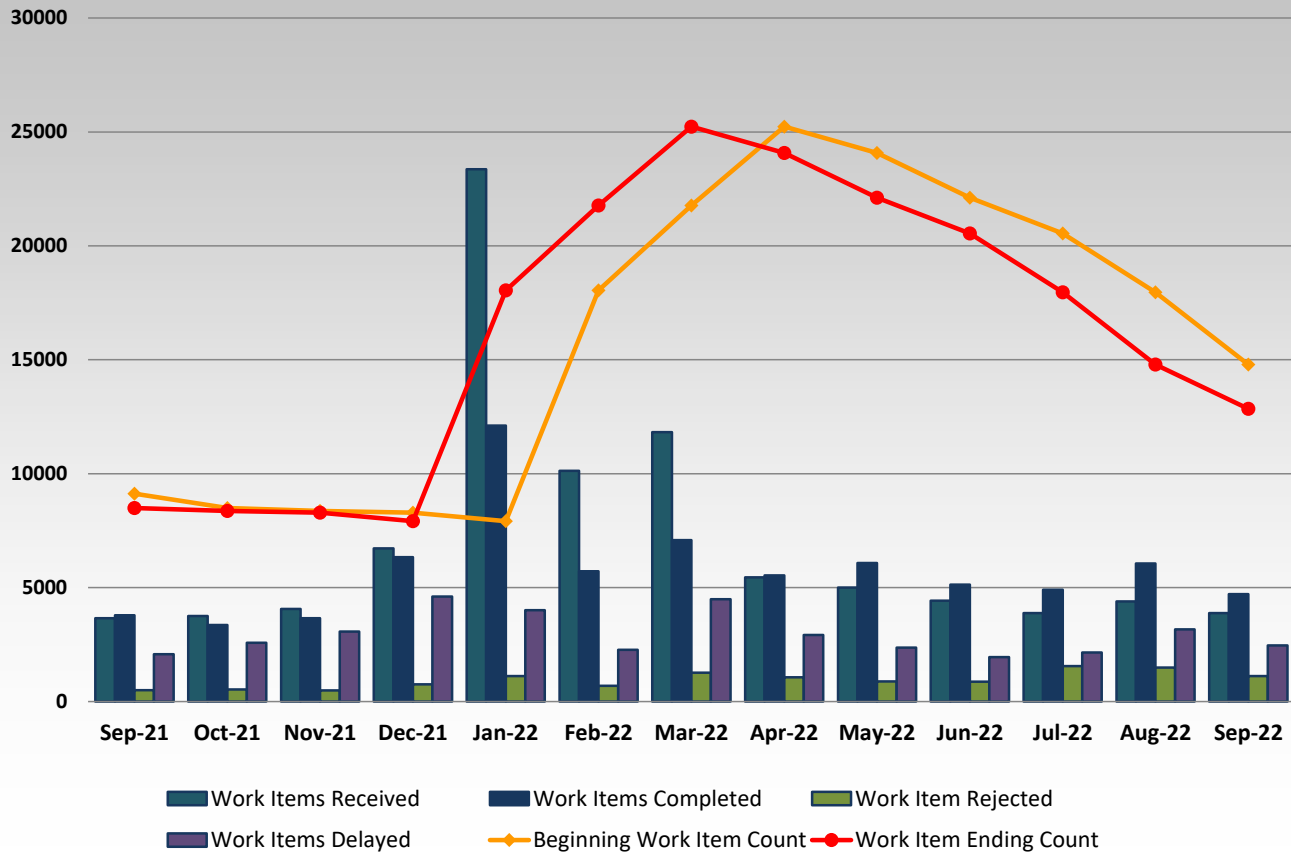
**IFEBP 68<sup>th</sup> Annual Employee Benefits Conference, October 23 – October 26, 2022, Las Vegas Nevada**

Staff attended the IFEBP 68<sup>th</sup> Annual Employee Benefits Conference in Las Vegas, Nevada on October 23 – 26, 2022. The following topics were discussed:

- Working with Pharmacy Benefit Managers
- Succession Planning: The Future of Health and Pension Benefits in the Public Sector
- Understanding Surprise Billing
- Mental Health Parity: Disclosures and Audits
- The Role of Virtual Care in Evolving Primary Care
- Not Your Grandfather’s Pharmacy
- Getting a Handle on Specialty Rx Drug Costs
- Mental Health Stigmas
- Precision/Personalized Medicine Revisited
- On-Site/Near-Site Care Centers: Lessons Learned from a Pandemic
- Health Care Legal and Legislative Update

# Retiree Healthcare Division Trend Report

SEPTEMBER 2021 - SEPTEMBER 2022  
Updated 10/17/2022



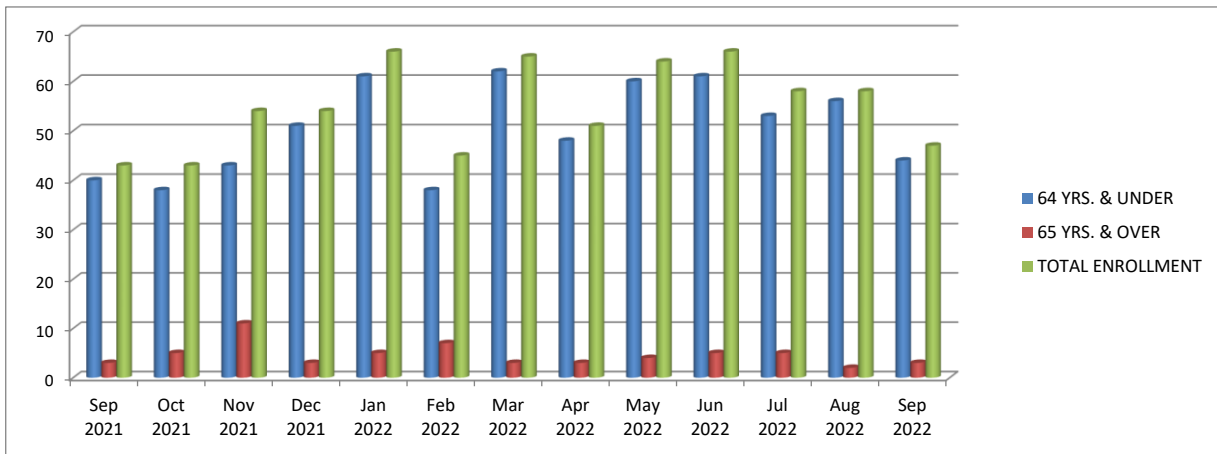
	Beginning Work Item Count	Work Items Received	Work Items Completed	Work Item Rejected	Work Items Delayed	Work Item Ending Count
Sep-21	9128	3659	3789	504	2079	8494
Oct-21	8494	3758	3355	529	2579	8368
Nov-21	8368	4064	3655	487	3068	8290
Dec-21	8290	6721	6335	758	4606	7918
Jan-22	7918	23364	12115	1117	4012	18050
Feb-22	18050	10131	5715	691	2272	21775
Mar-22	21775	11821	7090	1271	4489	25235
Apr-22	25235	5451	5542	1067	2922	24077
May-22	24077	4999	6078	883	2364	22115
Jun-22	22115	4423	5128	870	1950	20540
Jul-22	20540	3880	4911	1552	2154	17957
Aug-22	17957	4394	6060	1496	3171	14795
Sep-22	14795	3885	4712	1121	2464	12847



## Retirees Monthly Age Breakdown SEPTEMBER 2021 - SEPTEMBER 2022

### Disability Retirement

MONTH	64 YRS. & UNDER	65 YRS. & OVER	TOTAL ENROLLMENT
Sep 2021	40	3	43
Oct 2021	38	5	43
Nov 2021	43	11	54
Dec 2021	51	3	54
Jan 2022	61	5	66
Feb 2022	38	7	45
Mar 2022	62	3	65
Apr 2022	48	3	51
May 2022	60	4	64
Jun 2022	61	5	66
Jul 2022	53	5	58
Aug 2022	56	2	58
Sep 2022	44	3	47



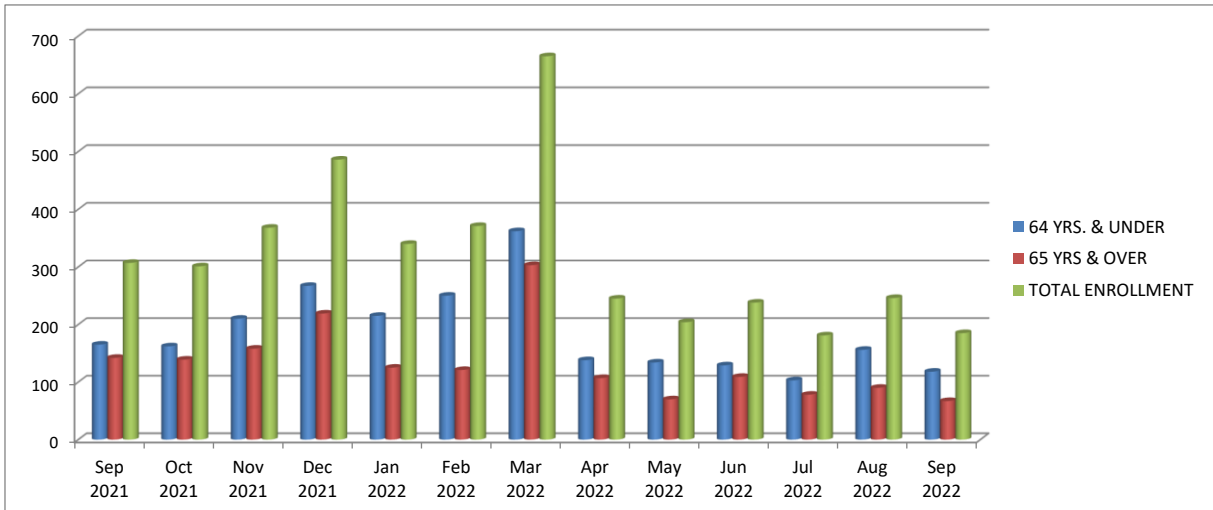
**PLEASE NOTE:**

- Next Report will include the following dates: October 1, 2021, through October 31, 2022.

## Retirees Monthly Age Breakdown SEPTEMBER 2021 - SEPTEMBER 2022

### Service Retirement

MONTH	64 YRS. & UNDER	65 YRS & OVER	TOTAL ENROLLMENT
Sep 2021	165	142	307
Oct 2021	162	139	301
Nov 2021	210	158	368
Dec 2021	267	219	486
Jan 2022	215	125	340
Feb 2022	250	121	371
Mar 2022	362	303	665
Apr 2022	138	107	245
May 2022	134	70	204
Jun 2022	129	109	238
Jul 2022	103	78	181
Aug 2022	156	90	246
Sep 2022	118	67	185



**PLEASE NOTE:**

- Next Report will include the following dates: October 1, 2021, through October 31, 2022.

**Medicare Part B Reimbursement and Penalty Report**  
**PAY PERIOD 10/31/2022**

Deduction Code	No. of Members	Reimbursement Amount	No. of Penalties	Penalty Amount
<b>ANTHEM BC III</b>				
240	7325	\$1,170,438.75	2	\$129.57
241	142	\$22,309.80	0	\$0.00
242	883	\$143,483.60	0	\$0.00
243	4342	\$1,424,787.16	2	\$154.00
244	18	\$3,116.90	0	\$0.00
245	55	\$8,683.20	0	\$0.00
246	16	\$2,330.90	0	\$0.00
247	148	\$23,961.80	0	\$0.00
248	11	\$3,155.30	1	\$43.00
249	64	\$22,899.70	0	\$0.00
250	17	\$5,586.00	0	\$0.00
<b>Plan Total:</b>	<b>13,021</b>	<b>\$2,830,753.11</b>	<b>5</b>	<b>\$326.57</b>
<b>CIGNA - PREFERRED with RX</b>				
321	34	\$5,109.70	0	\$0.00
322	6	\$868.60	0	\$0.00
324	23	\$6,820.60	0	\$0.00
327	1	\$104.90	0	\$0.00
<b>Plan Total:</b>	<b>64</b>	<b>\$12,903.80</b>	<b>0</b>	<b>\$0.00</b>
<b>KAISER SR. ADVANTAGE</b>				
394	17	\$2,452.20	0	\$0.00
397	3	\$1,009.30	0	\$0.00
398	7	\$2,683.60	0	\$0.00
403	11667	\$1,837,843.00	5	\$152.50
413	1597	\$266,180.53	0	\$0.00
418	6134	\$1,978,056.91	0	\$0.00
419	235	\$33,945.34	0	\$0.00
426	241	\$38,036.70	0	\$0.00
427	38	\$5,059.00	0	\$0.00
445	2	\$340.20	0	\$0.00
446	1	\$250.70	0	\$0.00
451	36	\$5,780.10	0	\$0.00
455	4	\$658.80	0	\$0.00
457	11	\$3,296.70	0	\$0.00
459	2	\$680.40	0	\$0.00
462	79	\$13,905.50	0	\$0.00
465	7	\$1,125.50	0	\$0.00
466	27	\$8,569.00	0	\$0.00
472	28	\$5,013.80	0	\$0.00
476	3	\$393.00	0	\$0.00
478	17	\$5,390.90	0	\$0.00
479	1	\$144.60	0	\$0.00
482	78	\$12,807.10	0	\$0.00
486	4	\$771.80	0	\$0.00
488	41	\$13,901.50	0	\$0.00
491	1	\$148.50	0	\$0.00
<b>Plan Total:</b>	<b>20,281</b>	<b>\$4,238,444.68</b>	<b>5</b>	<b>\$152.50</b>

**Medicare Part B Reimbursement and Penalty Report**  
**PAY PERIOD 10/31/2022**

<b>Deduction Code</b>	<b>No. of Members</b>	<b>Reimbursement Amount</b>	<b>No. of Penalties</b>	<b>Penalty Amount</b>
<b>SCAN</b>				
611	280	\$43,945.30	0	\$0.00
613	80	\$24,736.50	0	\$0.00
620	1	\$170.10	0	\$0.00
622	2	\$337.20	0	\$0.00
623	1	\$209.80	0	\$0.00
<b>Plan Total:</b>	<b>364</b>	<b>\$69,398.90</b>	<b>0</b>	<b>\$0.00</b>
<b>UNITED HEALTHCARE GROUP MEDICARE ADV. HMO</b>				
701	1932	\$319,374.70	1	\$36.50
702	395	\$62,510.30	0	\$0.00
703	1283	\$432,091.00	0	\$0.00
704	91	\$15,902.80	0	\$0.00
705	41	\$12,658.20	0	\$0.00
<b>Plan Total:</b>	<b>3,742</b>	<b>\$842,537.00</b>	<b>1</b>	<b>\$36.50</b>
<b>Grand Total:</b>	<b>37,472</b>	<b>\$7,994,037.49</b>	<b>11</b>	<b>\$515.57</b>

**Medicare Part B Reimbursement and Penalty Report**  
**PAY PERIOD 10/31/2022**

<b>Deduction Code</b>	<b>No. of Members</b>	<b>Reimbursement Amount</b>	<b>No. of Penalties</b>	<b>Penalty Amount</b>
<b>ANTHEM BC III</b>				
240	7325	\$1,170,438.75	2	\$129.57
241	142	\$22,309.80	0	\$0.00
242	883	\$143,483.60	0	\$0.00
243	4342	\$1,424,787.16	2	\$154.00
244	18	\$3,116.90	0	\$0.00
245	55	\$8,683.20	0	\$0.00
246	16	\$2,330.90	0	\$0.00
247	148	\$23,961.80	0	\$0.00
248	11	\$3,155.30	1	\$43.00
249	64	\$22,899.70	0	\$0.00
250	17	\$5,586.00	0	\$0.00
<b>Plan Total:</b>	<b>13,021</b>	<b>\$2,830,753.11</b>	<b>5</b>	<b>\$326.57</b>
<b>CIGNA - PREFERRED with RX</b>				
321	34	\$5,109.70	0	\$0.00
322	6	\$868.60	0	\$0.00
324	23	\$6,820.60	0	\$0.00
327	1	\$104.90	0	\$0.00
<b>Plan Total:</b>	<b>64</b>	<b>\$12,903.80</b>	<b>0</b>	<b>\$0.00</b>
<b>KAISER SR. ADVANTAGE</b>				
394	17	\$2,452.20	0	\$0.00
397	3	\$1,009.30	0	\$0.00
398	7	\$2,683.60	0	\$0.00
403	11667	\$1,837,843.00	5	\$152.50
413	1597	\$266,180.53	0	\$0.00
418	6134	\$1,978,056.91	0	\$0.00
419	235	\$33,945.34	0	\$0.00
426	241	\$38,036.70	0	\$0.00
427	38	\$5,059.00	0	\$0.00
445	2	\$340.20	0	\$0.00
446	1	\$250.70	0	\$0.00
451	36	\$5,780.10	0	\$0.00
455	4	\$658.80	0	\$0.00
457	11	\$3,296.70	0	\$0.00
459	2	\$680.40	0	\$0.00
462	79	\$13,905.50	0	\$0.00
465	7	\$1,125.50	0	\$0.00
466	27	\$8,569.00	0	\$0.00
472	28	\$5,013.80	0	\$0.00
476	3	\$393.00	0	\$0.00
478	17	\$5,390.90	0	\$0.00
479	1	\$144.60	0	\$0.00
482	78	\$12,807.10	0	\$0.00
486	4	\$771.80	0	\$0.00
488	41	\$13,901.50	0	\$0.00
491	1	\$148.50	0	\$0.00
<b>Plan Total:</b>	<b>20,281</b>	<b>\$4,238,444.68</b>	<b>5</b>	<b>\$152.50</b>

**Medicare Part B Reimbursement and Penalty Report**  
**PAY PERIOD 10/31/2022**

<b>Deduction Code</b>	<b>No. of Members</b>	<b>Reimbursement Amount</b>	<b>No. of Penalties</b>	<b>Penalty Amount</b>
<b>SCAN</b>				
611	280	\$43,945.30	0	\$0.00
613	80	\$24,736.50	0	\$0.00
620	1	\$170.10	0	\$0.00
622	2	\$337.20	0	\$0.00
623	1	\$209.80	0	\$0.00
<b>Plan Total:</b>	<b>364</b>	<b>\$69,398.90</b>	<b>0</b>	<b>\$0.00</b>
<b>UNITED HEALTHCARE GROUP MEDICARE ADV. HMO</b>				
701	1932	\$319,374.70	1	\$36.50
702	395	\$62,510.30	0	\$0.00
703	1283	\$432,091.00	0	\$0.00
704	91	\$15,902.80	0	\$0.00
705	41	\$12,658.20	0	\$0.00
<b>Plan Total:</b>	<b>3,742</b>	<b>\$842,537.00</b>	<b>1</b>	<b>\$36.50</b>
<b>LOCAL 1014</b>				
804	176	\$37,353.70	0	\$0.00
805	216	\$43,035.00	0	\$0.00
806	682	\$263,073.70	0	\$0.00
807	38	\$8,130.70	0	\$0.00
808	16	\$6,259.60	0	\$0.00
812	256	\$47,104.30	0	\$0.00
813	2	\$340.20	0	\$0.00
<b>Plan Total:</b>	<b>1,386</b>	<b>\$405,297.20</b>	<b>0</b>	<b>\$0.00</b>
<b>Grand Total:</b>	<b>38,858</b>	<b>\$8,399,334.69</b>	<b>11</b>	<b>\$515.57</b>

## Medical and Dental Vision Insurance Premiums November 2022

Carrier Codes	Member Count	Premium Amount	Member Amount	County Subsidy Amount	Total	Adjustments	Total Paid
<b>Medical Plan</b>							
<b>Anthem Blue Cross Prudent Buyer Plan</b>							
201	489	\$443,161.87	\$65,977.62	\$378,086.83	\$444,064.45	(\$3,610.28)	\$440,454.17
202	249	\$448,523.46	\$39,959.40	\$390,835.86	\$430,795.26	\$0.00	\$430,795.26
203	81	\$162,026.73	\$29,644.87	\$130,381.53	\$160,026.40	\$0.00	\$160,026.40
204	24	\$27,819.84	\$8,044.57	\$19,775.27	\$27,819.84	\$0.00	\$27,819.84
<b>SUBTOTAL</b>	<b>843</b>	<b>\$1,081,531.90</b>	<b>\$143,626.46</b>	<b>\$919,079.49</b>	<b>\$1,062,705.95</b>	<b>(\$3,610.28)</b>	<b>\$1,059,095.67</b>
<b>Anthem Blue Cross I</b>							
211	600	\$767,784.78	\$57,417.25	\$730,714.91	\$788,132.16	(\$5,103.56)	\$783,028.60
212	239	\$558,185.58	\$5,131.47	\$511,795.64	\$516,927.11	(\$1,273.39)	\$515,653.72
213	73	\$197,761.38	\$23,689.66	\$174,071.72	\$197,761.38	\$0.00	\$197,761.38
214	22	\$37,103.66	\$4,519.88	\$32,583.78	\$37,103.66	\$0.00	\$37,103.66
215	2	\$865.78	\$34.64	\$831.14	\$865.78	\$0.00	\$865.78
<b>SUBTOTAL</b>	<b>936</b>	<b>\$1,561,701.18</b>	<b>\$90,792.90</b>	<b>\$1,449,997.19</b>	<b>\$1,540,790.09</b>	<b>(\$6,376.95)</b>	<b>\$1,534,413.14</b>
<b>Anthem Blue Cross II</b>							
221	2,317	\$2,965,281.75	\$163,938.54	\$2,794,960.26	\$2,958,898.80	(\$6,374.95)	\$2,952,523.85
222	2,045	\$4,729,646.54	\$116,461.52	\$4,521,310.62	\$4,637,772.14	(\$2,295.06)	\$4,635,477.08
223	909	\$2,478,789.90	\$102,024.72	\$2,347,947.16	\$2,449,971.88	\$21,668.48	\$2,471,640.36
224	207	\$350,798.24	\$32,986.80	\$344,767.92	\$377,754.72	\$0.00	\$377,754.72
<b>SUBTOTAL</b>	<b>5,478</b>	<b>\$10,524,516.43</b>	<b>\$415,411.58</b>	<b>\$10,008,985.96</b>	<b>\$10,424,397.54</b>	<b>\$12,998.47</b>	<b>\$10,437,396.01</b>

## Medical and Dental Vision Insurance Premiums November 2022

Carrier Codes	Member Count	Premium Amount	Member Amount	County Subsidy Amount	Total	Adjustments	Total Paid
<b>Anthem Blue Cross III</b>							
240	7,358	\$3,836,190.96	\$521,990.82	\$3,365,186.82	\$3,887,177.64	(\$8,337.28)	\$3,878,840.36
241	139	\$237,327.09	\$21,110.46	\$216,216.63	\$237,327.09	(\$1,659.63)	\$235,667.46
242	875	\$1,477,070.70	\$87,429.42	\$1,329,908.60	\$1,417,338.02	\$0.00	\$1,417,338.02
243	4,350	\$4,517,647.68	\$490,537.21	\$3,975,999.49	\$4,466,536.70	(\$8,747.76)	\$4,457,788.94
244	18	\$16,753.68	\$1,917.35	\$14,836.33	\$16,753.68	\$0.00	\$16,753.68
245	55	\$52,122.56	\$5,081.92	\$48,902.13	\$53,984.05	\$0.00	\$53,984.05
246	16	\$33,106.88	\$3,103.77	\$30,003.11	\$33,106.88	\$0.00	\$33,106.88
247	147	\$312,446.18	\$20,071.02	\$267,545.00	\$287,616.02	\$0.00	\$287,616.02
248	11	\$15,881.03	\$1,126.11	\$14,754.92	\$15,881.03	\$0.00	\$15,881.03
249	65	\$95,286.18	\$6,063.67	\$93,563.70	\$99,627.37	\$0.00	\$99,627.37
250	17	\$27,499.88	\$841.17	\$26,658.71	\$27,499.88	\$0.00	\$27,499.88
<b>SUBTOTAL</b>	<b>13,051</b>	<b>\$10,621,332.82</b>	<b>\$1,159,272.92</b>	<b>\$9,383,575.44</b>	<b>\$10,542,848.36</b>	<b>(\$18,744.67)</b>	<b>\$10,524,103.69</b>
<b>CIGNA Network Model Plan</b>							
301	253	\$421,083.74	\$110,907.51	\$321,776.90	\$432,684.41	(\$1,657.81)	\$431,026.60
302	66	\$197,412.60	\$50,359.73	\$150,043.97	\$200,403.70	(\$2,991.10)	\$197,412.60
303	6	\$21,188.94	\$5,791.77	\$11,865.68	\$17,657.45	\$0.00	\$17,657.45
304	12	\$26,387.04	\$11,984.06	\$14,402.98	\$26,387.04	\$0.00	\$26,387.04
<b>SUBTOTAL</b>	<b>337</b>	<b>\$666,072.32</b>	<b>\$179,043.07</b>	<b>\$498,089.53</b>	<b>\$677,132.60</b>	<b>(\$4,648.91)</b>	<b>\$672,483.69</b>
<b>CIGNA Preferred w/ Rx - Phoenix, AZ</b>							
321	34	\$13,140.66	\$1,932.45	\$11,594.70	\$13,527.15	\$0.00	\$13,527.15
322	6	\$10,318.68	\$687.91	\$9,630.77	\$10,318.68	\$0.00	\$10,318.68
324	22	\$17,548.54	\$1,434.41	\$14,588.17	\$16,022.58	\$0.00	\$16,022.58
327	1	\$2,260.85	\$452.17	\$1,808.68	\$2,260.85	\$0.00	\$2,260.85
<b>SUBTOTAL</b>	<b>63</b>	<b>\$43,268.73</b>	<b>\$4,506.94</b>	<b>\$37,622.32</b>	<b>\$42,129.26</b>	<b>\$0.00</b>	<b>\$42,129.26</b>



## Medical and Dental Vision Insurance Premiums November 2022

Carrier Codes	Member Count	Premium Amount	Member Amount	County Subsidy Amount	Total	Adjustments	Total Paid
<b>Kaiser/Senior Advantage</b>							
401	1,530	\$1,783,969.20	\$151,258.81	\$1,627,428.82	\$1,778,687.63	(\$1,143.57)	\$1,777,544.06
403	11,704	\$3,086,571.88	\$290,641.44	\$2,809,181.92	\$3,099,823.36	(\$7,629.61)	\$3,092,193.75
404	512	\$605,990.58	\$11,082.37	\$596,087.18	\$607,169.55	\$3,536.91	\$610,706.46
405	1,296	\$1,489,189.46	\$19,450.20	\$1,490,578.58	\$1,510,028.78	(\$9,242.80)	\$1,500,785.98
411	1,898	\$4,349,337.40	\$194,012.40	\$4,135,258.58	\$4,329,270.98	\$13,662.84	\$4,342,933.82
413	1,589	\$2,240,242.64	\$110,866.98	\$2,143,311.95	\$2,254,178.93	\$1,396.66	\$2,255,575.59
414	73	\$168,815.42	\$1,387.52	\$195,418.06	\$196,805.58	\$0.00	\$196,805.58
418	6,105	\$3,174,507.00	\$232,395.49	\$2,877,390.73	\$3,109,786.22	(\$4,645.62)	\$3,105,140.60
419	237	\$339,398.22	\$4,754.40	\$363,725.03	\$368,479.43	(\$1,432.06)	\$367,047.37
420	113	\$267,665.16	\$1,127.02	\$236,084.52	\$237,211.54	\$0.00	\$237,211.54
421	9	\$10,292.13	\$1,372.29	\$8,919.84	\$10,292.13	\$0.00	\$10,292.13
422	265	\$606,945.50	\$2,464.29	\$599,917.71	\$602,382.00	(\$2,281.75)	\$600,100.25
423	2	\$4,625.08	\$0.00	\$4,625.08	\$4,625.08	\$0.00	\$4,625.08
426	240	\$337,706.07	\$2,578.33	\$335,127.74	\$337,706.07	\$0.00	\$337,706.07
427	37	\$54,418.28	\$1,374.77	\$48,747.33	\$50,122.10	\$0.00	\$50,122.10
428	47	\$111,223.20	\$926.86	\$96,364.36	\$97,291.22	\$0.00	\$97,291.22
429	3	\$7,043.82	\$0.00	\$7,043.82	\$7,043.82	\$0.00	\$7,043.82
430	148	\$342,954.00	\$3,703.88	\$320,959.24	\$324,663.12	\$0.00	\$324,663.12
431	3	\$6,951.45	\$0.00	\$6,951.45	\$6,951.45	\$0.00	\$6,951.45
<b>SUBTOTAL</b>	<b>25,811</b>	<b>\$18,987,846.49</b>	<b>\$1,029,397.05</b>	<b>\$17,903,121.94</b>	<b>\$18,932,518.99</b>	<b>(\$7,779.00)</b>	<b>\$18,924,739.99</b>

## Medical and Dental Vision Insurance Premiums November 2022

Carrier Codes	Member Count	Premium Amount	Member Amount	County Subsidy Amount	Total	Adjustments	Total Paid
<b>Kaiser - Colorado</b>							
450	3	\$3,183.99	\$424.53	\$2,759.46	\$3,183.99	\$0.00	\$3,183.99
451	36	\$10,796.40	\$1,295.55	\$9,500.85	\$10,796.40	\$0.00	\$10,796.40
453	9	\$21,096.54	\$423.00	\$20,673.54	\$21,096.54	\$0.00	\$21,096.54
454	1	\$3,164.09	\$455.03	\$2,709.06	\$3,164.09	\$0.00	\$3,164.09
455	4	\$5,404.92	\$0.00	\$5,404.92	\$5,404.92	\$0.00	\$5,404.92
457	11	\$6,487.80	\$1,238.58	\$5,249.22	\$6,487.80	\$0.00	\$6,487.80
459	2	\$3,282.26	\$65.65	\$3,216.61	\$3,282.26	\$0.00	\$3,282.26
<b>SUBTOTAL</b>	<b>66</b>	<b>\$53,416.00</b>	<b>\$3,902.34</b>	<b>\$49,513.66</b>	<b>\$53,416.00</b>	<b>\$0.00</b>	<b>\$53,416.00</b>
<b>Kaiser - Georgia</b>							
441	4	\$4,660.96	\$0.00	\$4,660.96	\$4,660.96	\$0.00	\$4,660.96
442	7	\$8,156.68	\$0.00	\$8,156.68	\$8,156.68	\$0.00	\$8,156.68
445	2	\$3,161.42	\$0.00	\$3,161.42	\$3,161.42	\$0.00	\$3,161.42
446	1	\$1,580.71	\$0.00	\$1,580.71	\$1,580.71	\$0.00	\$1,580.71
461	14	\$16,313.36	\$2,563.53	\$14,915.07	\$17,478.60	\$0.00	\$17,478.60
462	79	\$33,612.13	\$4,492.95	\$29,119.18	\$33,612.13	\$0.00	\$33,612.13
463	3	\$6,961.47	\$1,218.82	\$5,742.65	\$6,961.47	\$0.00	\$6,961.47
465	7	\$11,064.97	\$948.43	\$10,116.54	\$11,064.97	\$0.00	\$11,064.97
466	27	\$22,705.38	\$1,261.41	\$21,443.97	\$22,705.38	\$0.00	\$22,705.38
<b>SUBTOTAL</b>	<b>144</b>	<b>\$108,217.08</b>	<b>\$10,485.14</b>	<b>\$98,897.18</b>	<b>\$109,382.32</b>	<b>\$0.00</b>	<b>\$109,382.32</b>

## Medical and Dental Vision Insurance Premiums November 2022

Carrier Codes	Member Count	Premium Amount	Member Amount	County Subsidy Amount	Total	Adjustments	Total Paid
<b>Kaiser - Hawaii</b>							
471	6	\$5,529.18	\$0.00	\$5,529.18	\$5,529.18	\$0.00	\$5,529.18
472	28	\$12,584.04	\$2,211.19	\$10,822.28	\$13,033.47	\$0.00	\$13,033.47
473	1	\$1,852.78	\$577.39	\$1,275.39	\$1,852.78	\$0.00	\$1,852.78
474	4	\$7,332.20	\$0.00	\$7,332.20	\$7,332.20	\$0.00	\$7,332.20
475	1	\$2,744.58	\$35.52	\$2,709.06	\$2,744.58	\$0.00	\$2,744.58
476	3	\$4,082.88	\$1,878.12	\$2,204.76	\$4,082.88	\$0.00	\$4,082.88
477	1	\$2,764.31	\$467.25	\$2,297.06	\$2,764.31	\$0.00	\$2,764.31
478	17	\$15,110.62	\$2,168.81	\$12,941.81	\$15,110.62	(\$888.86)	\$14,221.76
479	1	\$2,292.21	\$0.00	\$2,292.21	\$2,292.21	\$0.00	\$2,292.21
<b>SUBTOTAL</b>	<b>62</b>	<b>\$54,292.80</b>	<b>\$7,338.28</b>	<b>\$47,403.95</b>	<b>\$54,742.23</b>	<b>(\$888.86)</b>	<b>\$53,853.37</b>
<b>Kaiser - Oregon</b>							
481	3	\$3,393.54	\$565.59	\$2,827.95	\$3,393.54	\$0.00	\$3,393.54
482	78	\$37,589.76	\$6,814.33	\$32,703.11	\$39,517.44	\$481.92	\$39,999.36
483	2	\$2,766.24	\$521.55	\$2,244.69	\$2,766.24	\$0.00	\$2,766.24
484	3	\$6,757.08	\$90.09	\$6,666.99	\$6,757.08	\$0.00	\$6,757.08
486	4	\$6,412.40	\$769.49	\$5,642.91	\$6,412.40	\$0.00	\$6,412.40
488	41	\$39,107.44	\$5,131.64	\$33,975.80	\$39,107.44	(\$953.84)	\$38,153.60
489	1	\$1,132.62	\$0.00	\$1,132.62	\$1,132.62	\$0.00	\$1,132.62
491	1	\$1,604.54	\$0.00	\$1,604.54	\$1,604.54	\$0.00	\$1,604.54
498	2	\$5,008.60	\$414.48	\$4,594.12	\$5,008.60	\$0.00	\$5,008.60
<b>SUBTOTAL</b>	<b>135</b>	<b>\$103,772.22</b>	<b>\$14,307.17</b>	<b>\$91,392.73</b>	<b>\$105,699.90</b>	<b>(\$471.92)</b>	<b>\$105,227.98</b>

## Medical and Dental Vision Insurance Premiums November 2022

Carrier Codes	Member Count	Premium Amount	Member Amount	County Subsidy Amount	Total	Adjustments	Total Paid
<b>SCAN Health Plan</b>							
611	279	\$79,968.00	\$17,427.37	\$62,826.23	\$80,253.60	(\$2.00)	\$80,251.60
613	78	\$44,896.00	\$7,699.69	\$33,829.11	\$41,528.80	\$0.00	\$41,528.80
<b>SUBTOTAL</b>	<b>357</b>	<b>\$124,864.00</b>	<b>\$25,127.06</b>	<b>\$96,655.34</b>	<b>\$121,782.40</b>	<b>(\$2.00)</b>	<b>\$121,780.40</b>
<b>SCAN Health Plan, AZ</b>							
620	1	\$285.60	\$0.00	\$285.60	\$285.60	\$0.00	\$285.60
<b>SUBTOTAL</b>	<b>1</b>	<b>\$285.60</b>	<b>\$0.00</b>	<b>\$285.60</b>	<b>\$285.60</b>	<b>\$0.00</b>	<b>\$285.60</b>
<b>SCAN Health Plan, NV</b>							
622	2	\$571.20	\$0.00	\$571.20	\$571.20	\$0.00	\$571.20
623	1	\$561.20	\$0.00	\$561.20	\$561.20	\$0.00	\$561.20
<b>SUBTOTAL</b>	<b>3</b>	<b>\$1,132.40</b>	<b>\$0.00</b>	<b>\$1,132.40</b>	<b>\$1,132.40</b>	<b>\$0.00</b>	<b>\$1,132.40</b>
<b>UHC Medicare Adv.</b>							
701	1,928	\$654,223.85	\$76,401.64	\$582,217.36	\$658,619.00	(\$338.45)	\$658,280.55
702	382	\$648,019.89	\$30,825.54	\$560,353.50	\$591,179.04	\$0.00	\$591,179.04
703	1,278	\$857,633.40	\$86,927.64	\$787,078.38	\$874,006.02	\$0.00	\$874,006.02
704	94	\$177,175.68	\$12,328.48	\$170,288.03	\$182,616.51	\$0.00	\$182,616.51
705	40	\$36,423.17	\$1,563.51	\$32,213.75	\$33,777.26	\$0.00	\$33,777.26
706	1	\$372.13	\$14.89	\$357.24	\$372.13	\$0.00	\$372.13
<b>SUBTOTAL</b>	<b>3,723</b>	<b>\$2,373,848.12</b>	<b>\$208,061.70</b>	<b>\$2,132,508.26</b>	<b>\$2,340,569.96</b>	<b>(\$338.45)</b>	<b>\$2,340,231.51</b>
<b>United Healthcare</b>							
707	509	\$667,264.90	\$63,309.83	\$612,459.25	\$675,769.08	\$0.00	\$675,769.08
708	479	\$1,158,477.60	\$71,461.04	\$1,030,421.26	\$1,101,882.30	\$0.00	\$1,101,882.30
709	379	\$1,070,665.78	\$78,625.60	\$989,086.12	\$1,067,711.72	\$0.00	\$1,067,711.72
<b>SUBTOTAL</b>	<b>1,367</b>	<b>\$2,896,408.28</b>	<b>\$213,396.47</b>	<b>\$2,631,966.63</b>	<b>\$2,845,363.10</b>	<b>\$0.00</b>	<b>\$2,845,363.10</b>

## Medical and Dental Vision Insurance Premiums November 2022

Carrier Codes	Member Count	Premium Amount	Member Amount	County Subsidy Amount	Total	Adjustments	Total Paid
<b>Local 1014 Firefighters</b>							
801	82	\$103,279.82	\$3,954.83	\$96,805.97	\$100,760.80	\$0.00	\$100,760.80
802	316	\$717,629.68	\$20,120.88	\$699,779.78	\$719,900.66	\$0.00	\$719,900.66
803	349	\$934,915.16	\$27,645.64	\$907,269.52	\$934,915.16	\$0.00	\$934,915.16
804	179	\$225,452.29	\$5,415.85	\$217,517.42	\$222,933.27	(\$37,353.70)	\$185,579.57
805	216	\$490,531.68	\$13,035.44	\$479,767.22	\$492,802.66	(\$43,035.00)	\$449,767.66
806	682	\$1,548,808.36	\$37,425.76	\$1,513,653.58	\$1,551,079.34	(\$263,073.70)	\$1,288,005.64
807	38	\$101,795.92	\$642.92	\$101,153.00	\$101,795.92	(\$8,130.70)	\$93,665.22
808	16	\$42,861.44	\$214.31	\$42,647.13	\$42,861.44	(\$6,259.60)	\$36,601.84
809	21	\$26,449.71	\$3,677.74	\$22,771.97	\$26,449.71	\$0.00	\$26,449.71
810	10	\$22,709.80	\$3,406.47	\$19,303.33	\$22,709.80	\$0.00	\$22,709.80
811	1	\$2,678.84	\$0.00	\$2,678.84	\$2,678.84	\$0.00	\$2,678.84
812	256	\$322,434.56	\$22,671.00	\$299,763.56	\$322,434.56	(\$47,331.02)	\$275,103.54
813	2	\$4,541.96	\$0.00	\$4,541.96	\$4,541.96	(\$340.20)	\$4,201.76
<b>SUBTOTAL</b>	<b>2,168</b>	<b>\$4,544,089.22</b>	<b>\$138,210.84</b>	<b>\$4,407,653.28</b>	<b>\$4,545,864.12</b>	<b>(\$405,523.92)</b>	<b>\$4,140,340.20</b>
<b>Kaiser - Washington</b>							
393	4	\$5,717.96	\$616.40	\$5,101.56	\$5,717.96	\$0.00	\$5,717.96
394	16	\$7,640.82	\$638.26	\$5,204.72	\$5,842.98	\$0.00	\$5,842.98
395	3	\$7,982.25	\$1,091.07	\$6,891.18	\$7,982.25	\$0.00	\$7,982.25
397	3	\$5,042.16	\$0.00	\$5,042.16	\$5,042.16	\$0.00	\$5,042.16
398	7	\$6,222.44	\$1,031.15	\$5,191.29	\$6,222.44	\$0.00	\$6,222.44
<b>SUBTOTAL</b>	<b>33</b>	<b>\$32,605.63</b>	<b>\$3,376.88</b>	<b>\$27,430.91</b>	<b>\$30,807.79</b>	<b>\$0.00</b>	<b>\$30,807.79</b>
<b>Medical Plan Total</b>	<b>54,578</b>	<b>\$53,779,201.22</b>	<b>\$3,646,256.80</b>	<b>\$49,785,311.81</b>	<b>\$53,431,568.61</b>	<b>(\$435,386.49)</b>	<b>\$52,996,182.12</b>

## Medical and Dental Vision Insurance Premiums November 2022

Carrier Codes	Member Count	Premium Amount	Member Amount	County Subsidy Amount	Total	Adjustments	Total Paid
<b>Dental/Vision Plan</b>							
<b>CIGNA Indemnity Dental/Vision</b>							
501	25,719	\$1,323,447.96	\$141,049.34	\$1,198,428.87	\$1,339,478.21	(\$2,879.06)	\$1,336,599.15
502	23,903	\$2,498,390.51	\$189,669.04	\$2,304,090.38	\$2,493,759.42	(\$1,994.13)	\$2,491,765.29
503	10	\$626.70	\$52.65	\$574.05	\$626.70	\$0.00	\$626.70
<b>SUBTOTAL</b>	<b>49,632</b>	<b>\$3,822,465.17</b>	<b>\$330,771.03</b>	<b>\$3,503,093.30</b>	<b>\$3,833,864.33</b>	<b>(\$4,873.19)</b>	<b>\$3,828,991.14</b>
<b>CIGNA Dental HMO/Vision</b>							
901	3,835	\$186,455.50	\$21,309.05	\$166,736.37	\$188,045.42	(\$95.93)	\$187,949.49
902	2,884	\$281,366.82	\$21,784.93	\$260,310.26	\$282,095.19	\$291.27	\$282,386.46
903	1	\$48.99	\$21.56	\$27.43	\$48.99	\$0.00	\$48.99
<b>SUBTOTAL</b>	<b>6,720</b>	<b>\$467,871.31</b>	<b>\$43,115.54</b>	<b>\$427,074.06</b>	<b>\$470,189.60</b>	<b>\$195.34</b>	<b>\$470,384.94</b>
<b>Dental/Vision Plan Total</b>	<b>56,352</b>	<b>\$4,290,336.48</b>	<b>\$373,886.57</b>	<b>\$3,930,167.36</b>	<b>\$4,304,053.93</b>	<b>(\$4,677.85)</b>	<b>\$4,299,376.08</b>
<b>GRAND TOTALS</b>	<b>110,930</b>	<b>\$58,069,537.70</b>	<b>\$4,020,143.37</b>	<b>\$53,715,479.17</b>	<b>\$57,735,622.54</b>	<b>(\$440,064.34)</b>	<b>\$57,295,558.20</b>

CARRIER DEDUCTION PREMIUMS*	CODES	DEDUCTION CODE DEFINITIONS
<b><u>Anthem Blue Cross Prudent Buyer Plan</u></b>		
\$630.26	201	Retiree Only
\$1,239.88	202	Retiree and Spouse/Domestic Partner
\$1,399.26	203	Retiree, Spouse/Domestic Partner and Children
\$810.01	204	Retiree and Children
\$172.06	205	Survivor Children Only Rates
<b><u>Anthem Blue Cross Plan I</u></b>		
<b>\$904.25</b>	211	Retiree Only
<b>\$1,630.31</b>	212	Retiree and Spouse/Domestic Partner
<b>\$1,923.10</b>	213	Retiree, Spouse/Domestic Partner and Children
<b>\$1,196.44</b>	214	Retiree and Children
\$299.58	215	Survivor Children Only Rates
<b><u>Anthem Blue Cross Plan II</u></b>		
<b>\$904.25</b>	221	Retiree Only
<b>\$1,630.31</b>	222	Retiree and Spouse/Domestic Partner
<b>\$1,923.10</b>	223	Retiree, Spouse/Domestic Partner and Children
<b>\$1,196.44</b>	224	Retiree and Children
\$299.58	225	Survivor Children Only Rates
<b><u>Anthem Blue Cross Plan III</u></b>		
\$365.20	240	Retiree Only with Medicare
\$1,167.61	241	Retiree and Spouse/Domestic Partner - One with Medicare (Non-Medicare has Anthem Blue Cross I)
\$1,167.61	242	Retiree and Spouse/Domestic Partner - One with Medicare (Non-Medicare has Anthem Blue Cross II)
\$726.87	243	Retiree and Spouse/Domestic Partner - Both with Medicare
\$653.93	244	Retiree and Children (Retiree has Medicare; Children have Anthem Blue Cross I)
\$653.93	245	Retiree and Children (Retiree has Medicare; Children have Anthem Blue Cross II)
\$1,456.25	246	Retiree, Spouse/Domestic Partner and Children - One with Medicare (Non-Medicare has Anthem Blue Cross I)
\$1,456.25	247	Retiree, Spouse/Domestic Partner and Children - One with Medicare (Non-Medicare has Anthem Blue Cross II)
\$1,015.45	248	Retiree, Spouse/Domestic Partner and Children - Two with Medicare (Children have Anthem Blue Cross I)
\$1,015.45	249	Retiree, Spouse/Domestic Partner and Children - Two with Medicare (Children have Anthem Blue Cross II)
\$1,138.02	250	Member, Spouse/Domestic Partner, Child (3 with Medicare)

\*Benchmark premiums are bolded.

CARRIER DEDUCTION PREMIUMS*	CODES	DEDUCTION CODE DEFINITIONS
-----------------------------------	-------	----------------------------

**CIGNA Network Model Plan**

\$1,143.49	301	Retiree Only
\$2,064.71	302	Retiree and Spouse/Domestic Partner
\$2,438.35	303	Retiree, Spouse/Domestic Partner and Children
\$1,517.57	304	Retiree and Children
\$378.87	305	Survivor Children Only Rates

**CIGNA Medicare Select Plus Rx (Available in the Phoenix, AZ area only)**

\$328.00	321	Retiree Only with Medicare
\$1,249.22	322	Retiree and Spouse/Domestic Partner/Domestic Partner - One with Medicare
\$651.00	324	Retiree and Spouse/Domestic Partner -Both with Medicare
\$702.09	325	Retiree and Children
\$1,622.87	327	Retiree, Spouse/Domestic Partner and Children - One with Medicare
\$1,025.09	329	Retiree, Spouse/Domestic Partner and Children - Two with Medicare

**Kaiser**

\$774.10	401	Retiree Only ("Basic")
N/A	402	Retiree Only ("Supplement")
\$235.64	403	Retiree Only ("Senior Advantage")
\$894.95	404	Retiree Only ("Excess I")
\$795.39	405	Retiree Only - ("Excess II")
\$1,408.39	406	Retiree Only ("Excess III")
\$1,543.20	411	Retiree and Family (All family members are "Basic")
N/A	412	Retiree and Family (One family member is "Supplement"; others are "Basic")
\$1,004.74	413	Retiree and Family (One family member is "Senior Advantage"; others are "Basic")
\$1,664.05	414	Retiree and Family (One family member is "Excess I"; others are "Basic")
N/A	415	Retiree and Family (Two or more family members are "Supplement")
N/A	416	Retiree and Family (One family member is "Senior Advantage"; others are "Supplement")
N/A	417	Retiree and Family (One family member is "Excess I"; others are "Supplement")
\$466.28	418	Retiree and Family (Two or more family members are "Senior Advantage")
\$1,125.59	419	Retiree and Family (One family member is "Excess I"; others are "Senior Advantage")
\$1,784.90	420	Retiree and Family (Two or more family members are "Excess I")
N/A	421	Survivor Children Only Rates
\$1,564.49	422	Retiree and Family (One family member is "Excess II"; others are "Basic")
\$2,177.49	423	Retiree and Family (One family member is "Excess III"; others are "Basic")

\*Benchmark premiums are bolded.



CARRIER DEDUCTION PREMIUMS*	CODES	DEDUCTION CODE DEFINITIONS
<b><u>Kaiser (continued)</u></b>		
N/A	424	Retiree and Family (One family member is "Supplement"; others are "Excess II")
N/A	425	Retiree and Family (One family member is "Supplement"; others are "Excess III")
\$1,026.03	426	Retiree and Family (One family member is "Senior Advantage"; others are "Excess II")
\$1,639.03	427	Retiree and Family (One family member is "Senior Advantage"; others are "Excess III")
\$1,685.34	428	Retiree and Family (One family member is "Excess I"; others are "Excess II")
\$2,298.34	429	Retiree and Family One family member is "Excess I"; others are "Excess III")
\$1,585.78	430	Retiree and Family (Two or more family members are "Excess II")
\$2,198.78	431	Retiree and Family (One family member is "Excess II"; others are "Excess III")
\$2,811.78	432	Retiree and Family (Two or more family members are "Excess III")
<b><u>Kaiser Colorado</u></b>		
\$793.06	450	Retiree Only ("Basic" under age 65)
\$327.27	451	Retiree Only ("Senior Advantage")
\$1,754.57	453	Retiree and Family (Two family members are "Basic")
\$2,369.25	454	Retiree and Family (Three or more family members are "Basic")
\$1,115.33	455	Retiree and Family (One family member is "Senior Advantage"; one family member is "Basic")
\$649.55	457	Retiree and Family (Two family members are "Senior Advantage")
\$1,857.56	458	Retiree and Family (One family member is "Senior Advantage"; two or more are "Basic")
\$1,437.60	459	Retiree and Family (Two family members are "Senior Advantage"; one or more are "Basic")
<b><u>Kaiser Georgia</u></b>		
\$847.24	440	Retiree Only ("Basic" over age 65 with Medicare Part B only)
\$847.24	441	Retiree Only ("Basic over age 65 with Medicare Part A only)
\$847.24	442	Retiree Only ("Basic over age 65 without Medicare Part A or Medicare Part B)
\$361.11	443	Retiree Only ("Basic" over age 65 - Medicare eligible who is classified as having renal failure)
\$1,203.35	444	Retiree and Family (One family member is "Senior Advantage"; one family member is "Basic" over age 65 with Medicare Part B only)
\$1,203.35	445	Retiree and Family (One family member is "Senior Advantage"; one family member is "Basic" over age 65 with Medicare Part A only)
\$1,203.35	446	Retiree and Family (One family member is "Senior Advantage"; one family member is "Basic" over age 65 without Medicare Part A and B)
\$847.24	461	Retiree Only ("Basic" under age 65)
\$361.11	462	Retiree Only ("Senior Advantage")

\*Benchmark premiums are bolded.

CARRIER DEDUCTION PREMIUMS*	CODES	DEDUCTION CODE DEFINITIONS
-----------------------------------	-------	----------------------------

**Kaiser Georgia (continued)**

\$1,689.48	463	Retiree and Family (Two family members are "Basic")
\$2,531.72	464	Retiree and Family (Three or more family members are "Basic")
\$1,203.35	465	Retiree and Family (One family member is "Senior Advantage"; one is "Basic")
\$717.22	466	Retiree and Family (Two family members are "Senior Advantage")
\$2,045.59	467	Retiree and Family ( One family member is "Senior Advantage"; two or more are "Basic")
\$1,559.46	468	Retiree and Family (Two family members are "Senior Advantage"; one is "Basic")
\$1,915.57	469	Retiree and Family (Three or more family members are "Senior Advantage"; one is "Basic")
\$2,045.59	470	Retiree and Family (Three or more family members are "Basic"; one is "Senior Advantage")

**Kaiser Hawaii**

\$795.16	471	Retiree Only ("Basic" under age 65)
\$346.45	472	Retiree Only ("Senior Advantage")
\$1,381.42	473	Retiree Only (Over age 65 without Medicare Part A or Medicare Part B)
\$1,585.31	474	Retiree and Family (Two family members are "Basic")
\$2,375.47	475	Retiree and Family (Three or more family members are "Basic")
\$1,136.61	476	Retiree and Family (One family member is "Senior Advantage"; one is "Basic")
\$2,171.58	477	Retiree and Family (One family member is "Basic" under age 65; one is over age 65 without Medicare Part A or Medicare Part B)
\$687.90	478	Retiree and Family (Two family members are "Senior Advantage")
\$1,722.87	479	Retiree and Family (One family member is "Senior Advantage"; one is over age 65 without Medicare Part A or Medicare Part B)

**Kaiser Oregon**

\$806.67	481	Retiree Only ("Basic" under age 65)
\$465.92	482	Retiree Only ("Senior Advantage")
\$1,205.27	483	Retiree Only (Over age 65 without Medicare Part A or Medicare Part B)
\$1,608.34	484	Retiree and Family (Two family members are "Basic")
\$2,410.01	485	Retiree and Family (Three or more family members are "Basic")
\$1,267.59	486	Retiree and Family (One family member is "Senior Advantage"; one is "Basic")
N/A	487	Retiree Only (Medicare Cost "Supplement" program)
\$926.84	488	Retiree and Family (Two family members are "Senior Advantage")
\$1,110.84	489	Retiree Only (Over age 65 with Medicare Part A only)
\$1,205.27	490	Retiree Only (Over age 65 with Medicare Part B only)

\*Benchmark premiums are bolded.

PREMIUMS*	CARRIER DEDUCTION CODES	DEDUCTION CODE DEFINITIONS
<b><u>Kaiser Oregon (continued)</u></b>		
\$1,571.76	491	Retiree and Family (One family member is "Senior Advantage"; one is over age 65 with Medicare Par A only)
\$1,666.19	492	Retiree and Family (One family member is "Senior Advantage"; one is over age 65 without Medicare Part A or Medicare Part B)
\$2,069.26	493	Retiree and Family (One family member is "Senior Advantage"; two or more are "Basic")
\$1,728.51	494	Retiree and Family (Two family members are "Senior Advantage"; one is "Basic")
\$2,405.54	495	Retiree and Family (Two family members are over age 65 without Medicare Part A or Medicare Part B)
\$2,216.68	496	Retiree and Family (Two family members are over age 65 with Medicare Part A only)
\$2,216.68	497	Retiree and Family (One family member is "Basic"; one is over age 65 with Medicare Part A only)
\$2,006.94	498	Retiree and Family (One family member is "Basic"; one is over age 65 without Medicare Part A or Medicare Part B)

### **Kaiser Rate Category Definitions**

**"Basic"** - includes those who are under age 65

#### **Medicare Cost ("Supplement")**

- Includes people who have both Part A and Part B of Medicare, who were enrolled in Kaiser's Medicare supplement ("M" coverage) before July 1, 1987, and who chose to stay in that Kaiser arrangement.
- It is not open to new enrollments.
- People who have left it cannot return to it.

#### **"Senior Advantage"**

- Includes participants who are age 65 or older and who have assigned both Medicare Part A and Part B to Kaiser.

#### **"Excess I"**

- Is for participants who have Medicare Part A only.

#### **"Excess II"**

- Is for participants in the Excess Plan who either have Medicare Part B only or are not eligible for Medicare.

#### **"Excess III"**

- Is for participants in the Excess Plan who either have Medicare Parts A and B and have not assigned their Medicare benefits to Kaiser or have not provided their Medicare status to LACERA. Premium is above the Anthem Blue Cross I and II Benchmark rate and II Benchmark.

PREMIUMS*	CARRIER DEDUCTION CODES	DEDUCTION CODE DEFINITIONS
<b><u>SCAN Health Plan</u></b>		
\$304.00	611	Retiree Only with SCAN
\$603.00	613	Retiree and 1 Dependent - Both with SCAN (Retiree and 1 Dependent = Retiree and Spouse/Domestic Partner OR Retiree and 1 Child. Both Retiree and Dependent must have Medicare.)
<b><u>United Healthcare Medicare Advantage (UHCMA)</u></b>		
(For both members and dependents who are enrolled in UHCMA, or a family combination of UHCMA/UHC)		
\$293.62	701	Retiree Only with Secure Horizons
\$1,203.81	702	Retiree and 1 Dependent - One with Secure Horizons (Retiree and 1 Dependent = Retiree and Spouse/Domestic Partner OR Retiree and 1 Child)
\$582.24	703	Retiree and 1 Dependent - Both with Secure Horizons (Retiree and 1 Dependent = Retiree and Spouse/Domestic Partner OR Retiree and 1 Child)
\$1,360.59	704	Retiree and 2 or More Dependents - One with Secure Horizons (Retiree and 2 or More Dependents = Retiree, Spouse/Domestic Partner and 1 or More Children OR Retiree and 2 or More Children)
\$739.02	705	Retiree and 2 or More Dependents - Two with Secure Horizons (Retiree and 2 or More Dependents = Retiree, Spouse/Domestic Partner and 1 or More Children OR Retiree and 2 or More Children)
\$261.24	706	Survivor Children Only Rates
<b><u>United Healthcare (UHC)</u></b>		
(For members and dependents under age 65 [no Medicare])		
\$915.18	707	Retiree Only
\$1,671.68	708	Retiree and 1 Dependent
\$1,982.16	709	Retiree and 2 Or More Dependents
<b><u>Local 1014 Firefighters</u></b>		
\$914.03	801	Member Under 65
\$1,648.06	802	Member + 1 Under 65
\$1,944.04	803	Member + 2 Under 65
\$914.03	804	Member with Medicare
\$1,648.06	805	Member + 1; 1 Medicare
\$1,648.06	806	Member + 1; 2 Medicare
\$1,944.04	807	Member + 2; 1 Medicare
\$1,944.04	808	Member + 2; 2 Medicare

\*Benchmark premiums are bolded.

CARRIER DEDUCTION PREMIUMS*	CODES	DEDUCTION CODE DEFINITIONS
-----------------------------------	-------	----------------------------

**Local 1014 Firefighters (continued)**

\$914.03	809	Surviving Spouse Under 65
\$1,648.06	810	Surviving Spouse + 1; Under 65
\$1,944.04	811	Surviving Spouse + 2 Under 65
\$914.03	812	Surviving Spouse with Medicare
\$1,648.06	813	Surviving Spouse + 1; 1 Medicare
\$1,944.04	814	Spouse + 1; 1 Medicare
\$1,648.06	815	Surviving Spouse + 1; 2 Medicare

**CIGNA Indemnity - Dental/Vision**

<b>\$46.55</b>	501	Retiree Only
<b>\$99.61</b>	502	Retiree and Dependent(s)
\$57.81	503	Survivor Children Only Rates

**CIGNA HMO - Dental/Vision**

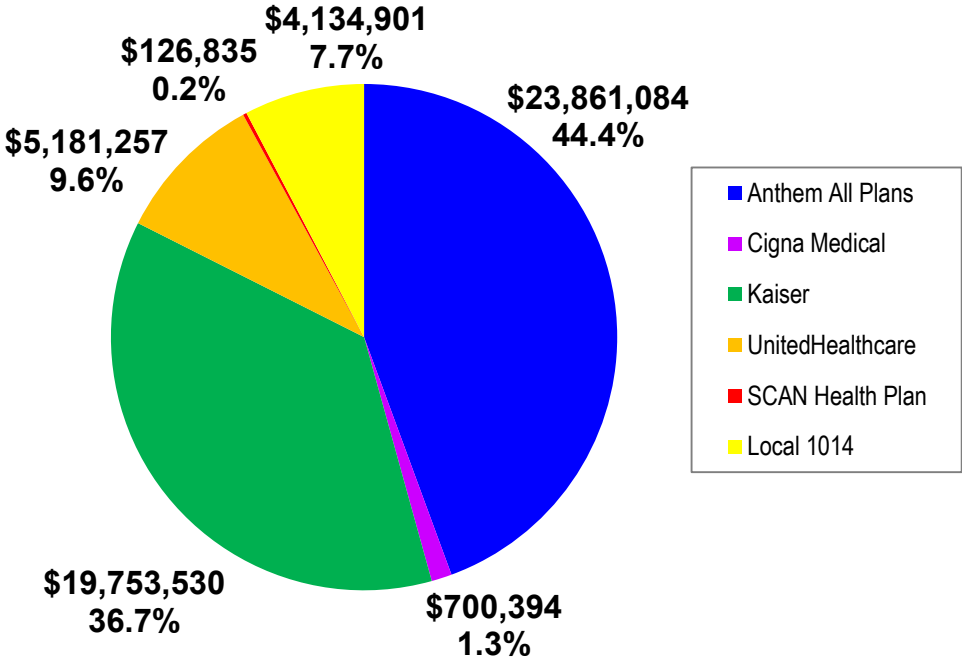
\$39.02	901	Retiree Only
\$81.07	902	Retiree and Dependent(s)
\$39.56	903	Survivor Children Only Rates

**Los Angeles County Employees Retirement Association**  
**Premium & Enrollment**  
*Coverage Month Ending September 2022*

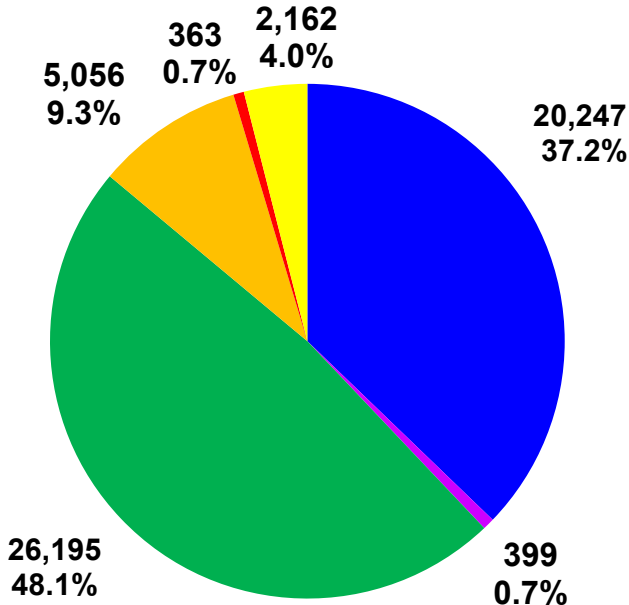
Carrier / Plan	Monthly Premium	Percent of Total	Retirees	Percent of Total
Anthem All Plans	\$23,861,084	44.4%	20,247	37.2%
Cigna Medical	\$700,394	1.3%	399	0.7%
Kaiser	\$19,753,530	36.7%	26,195	48.1%
UnitedHealthcare	\$5,181,257	9.6%	5,056	9.3%
SCAN Health Plan	\$126,835	0.2%	363	0.7%
Local 1014	\$4,134,901	7.7%	2,162	4.0%
<b>Combined Medical</b>	<b>\$53,758,000</b>	<b>100.0%</b>	<b>54,422</b>	<b>100.0%</b>

<b>Cigna Dental &amp; Vision (PPO and HMO)</b>	<b>\$4,356,890</b>	<b>56,151</b>
------------------------------------------------	--------------------	---------------

**Monthly Premium**

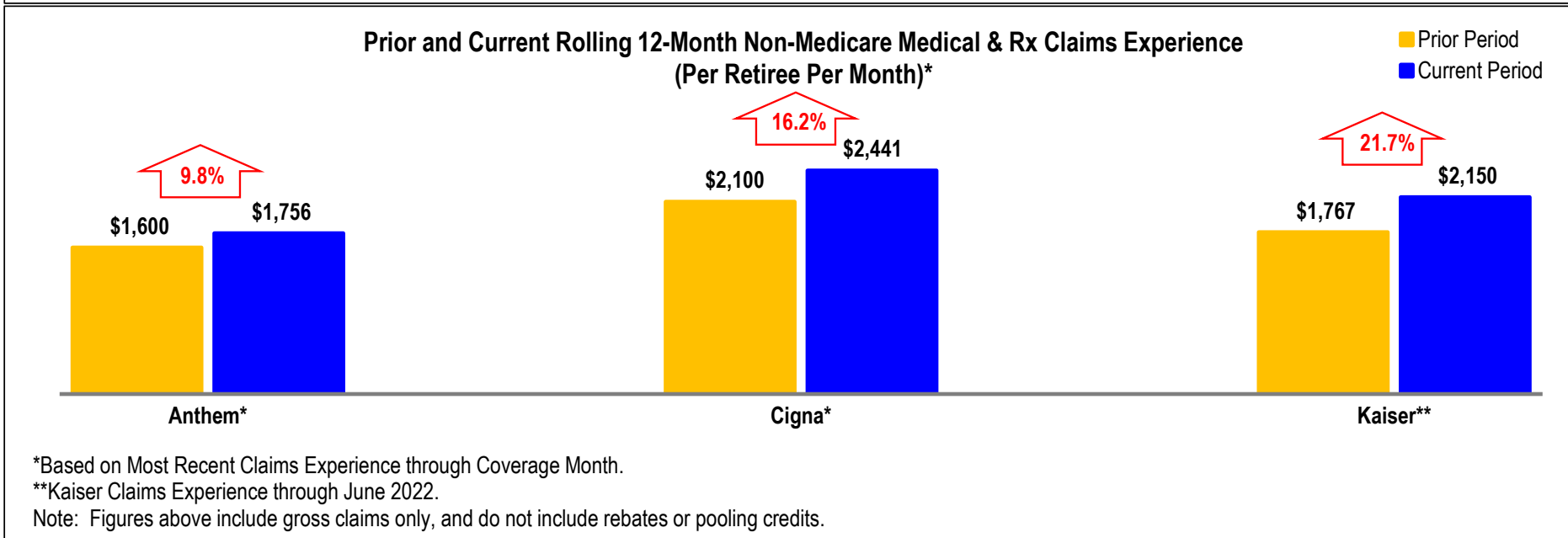
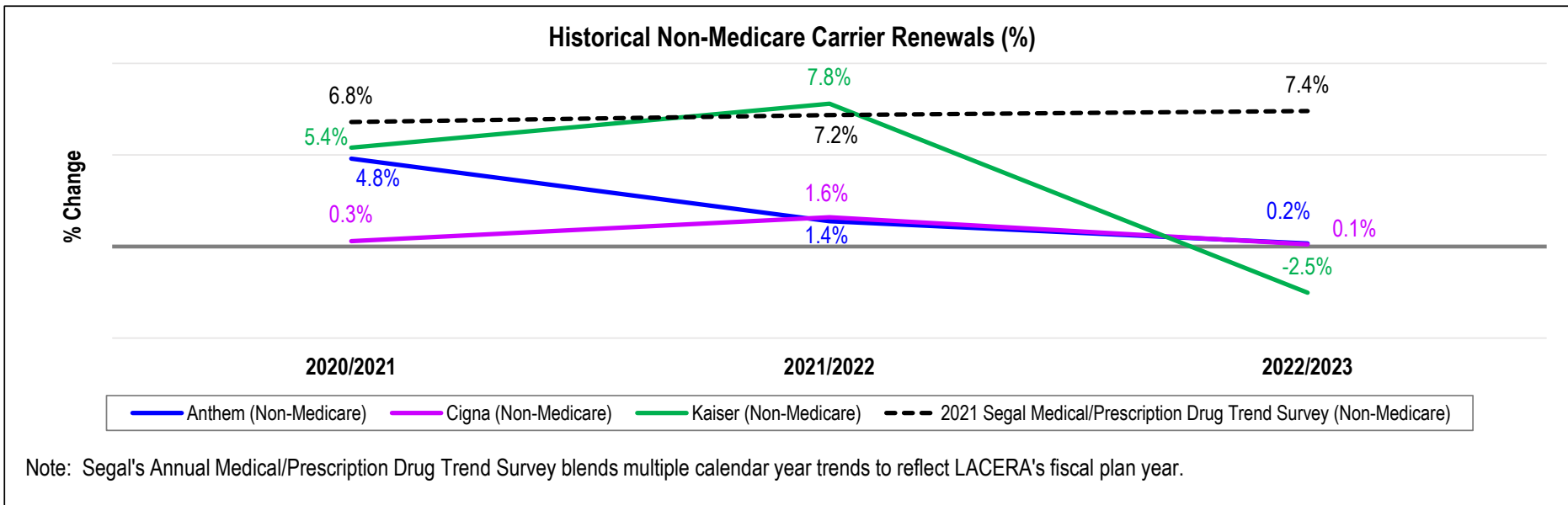


**Retirees**



Note: Premiums **include** LACERA's Administrative Fee of \$10.00 per member, per plan, per month.

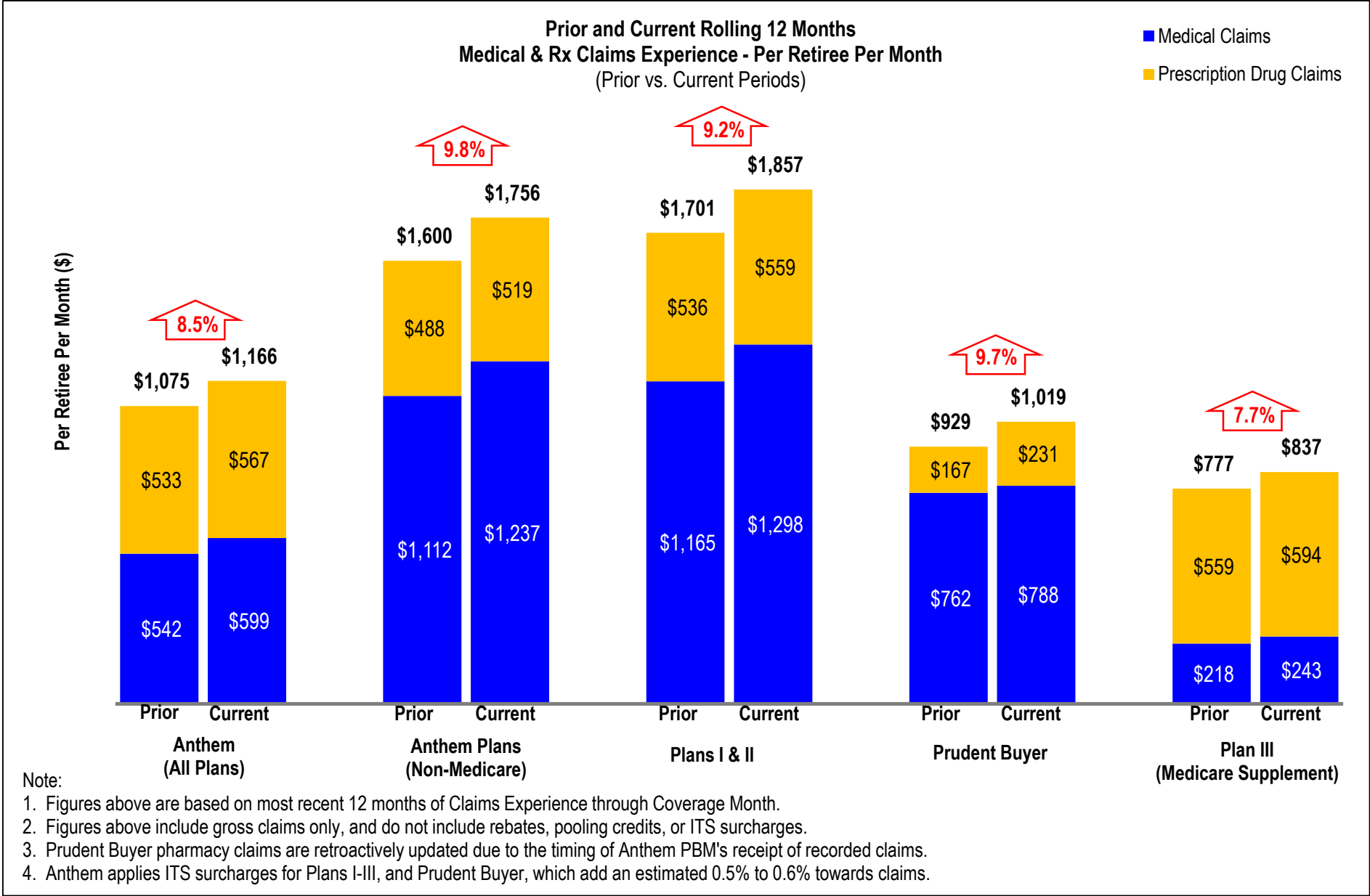
**Los Angeles County Employees Retirement Association**  
**Claims Experience by Carrier**  
*Coverage Month Ending September 2022*



**Los Angeles County Employees Retirement Association**

**Anthem Claims Experience By Plan**

*Coverage Month Ending September 2022*





# Los Angeles County Employees Retirement Association

## Kaiser Utilization

### Coverage Month Ending September 2022

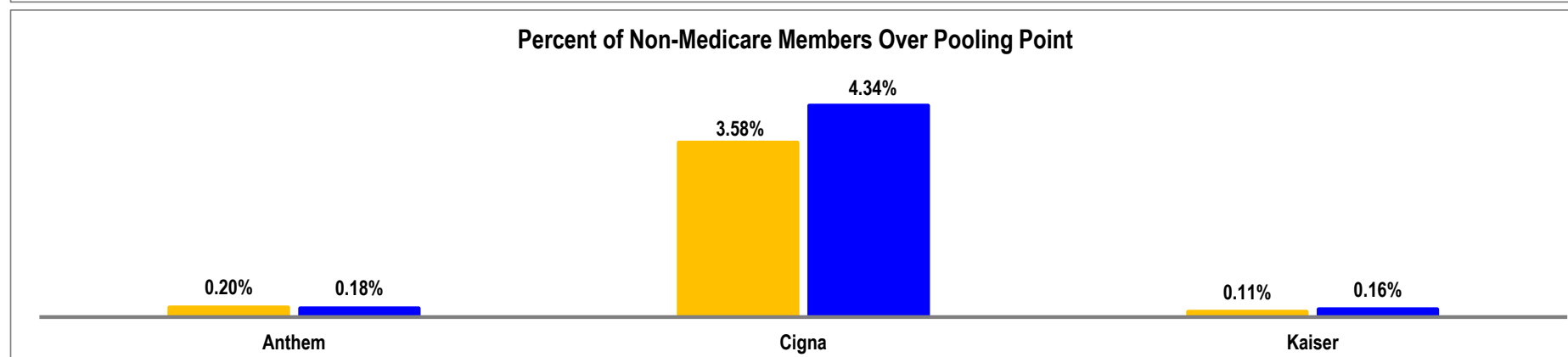
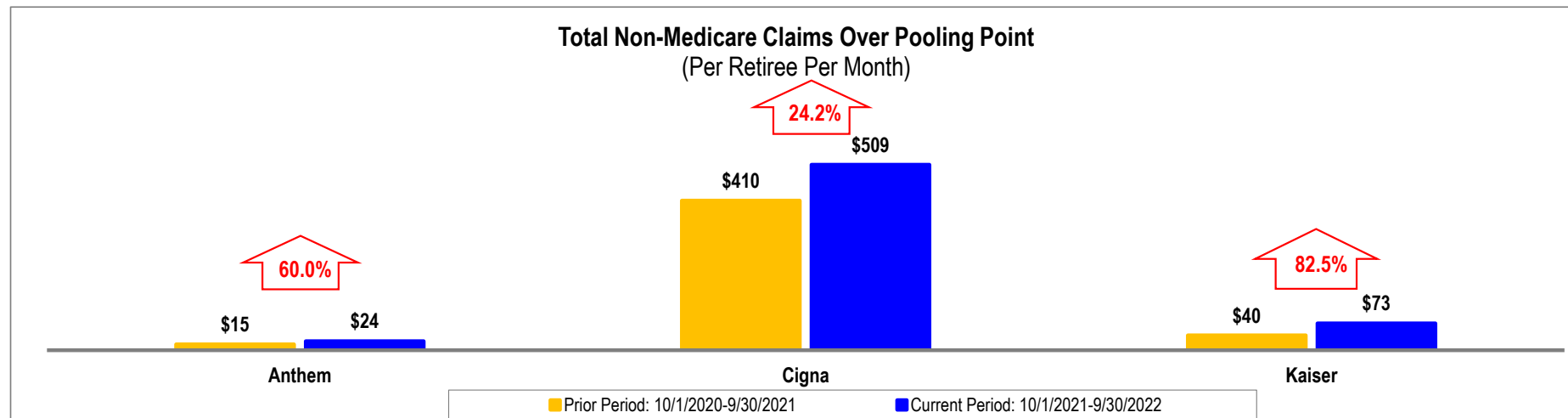
- Kaiser insures approximately 25,000 LACERA retirees with the majority enrolled in Medicare Advantage plans.
- Kaiser's Periodic Utilization Report (PUR) monitors utilization patterns of LACERA's non-Medicare population in Southern California.

Category	Current Period 7/1/2021 - 6/30/2022	Prior Period 7/1/2020 - 6/30/2021	Change
<b>Average Contract Size</b>	<b>2.37</b>	<b>2.38</b>	<b>-0.42%</b>
<b>Average Members</b>	<b>8,852</b>	<b>8,825</b>	<b>0.31%</b>
Inpatient Claims Per Member Per Month	\$285.20	\$188.09	51.63%
Outpatient Claims Per Member Per Month	\$365.81	\$320.65	14.08%
Pharmacy Per Member Per Month	\$117.68	\$113.02	4.12%
Other Per Member Per Month	\$138.54	\$121.67	13.87%
<b>Total Claims Per Member Per Month</b>	<b>\$907.23</b>	<b>\$743.43</b>	<b>22.03%</b>
<b>Total Paid Claims</b>	<b>\$96,373,056</b>	<b>\$78,726,221</b>	<b>22.42%</b>
Large Claims over \$500,000 Pooling Point			
Number of Claims over Pooling Point	6	4	
Amount over Pooling Point	\$3,261,186	\$1,762,816	85.00%
% of Total Paid Claims	<b>3.38%</b>	<b>2.24%</b>	
Inpatient Days / 1000	437.7	356.5	22.78%
Inpatient Admits / 1000	56.1	52.8	6.25%
Outpatient Visits / 1000	14,539.8	13,497.3	7.72%
Pharmacy Scripts Per Member Per Year	10.3	10.0	3.00%

# Los Angeles County Employees Retirement Association

High Cost Claimants (Anthem, Cigna, & Kaiser)

Coverage Month Ending September 2022



**Stop-Loss & Pooling Points Overview:**

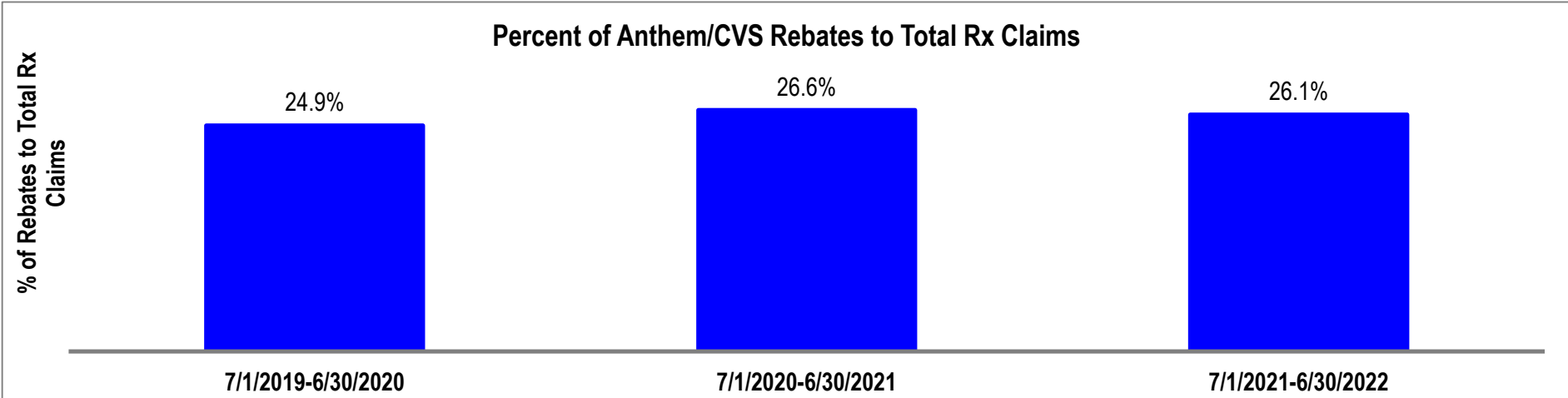
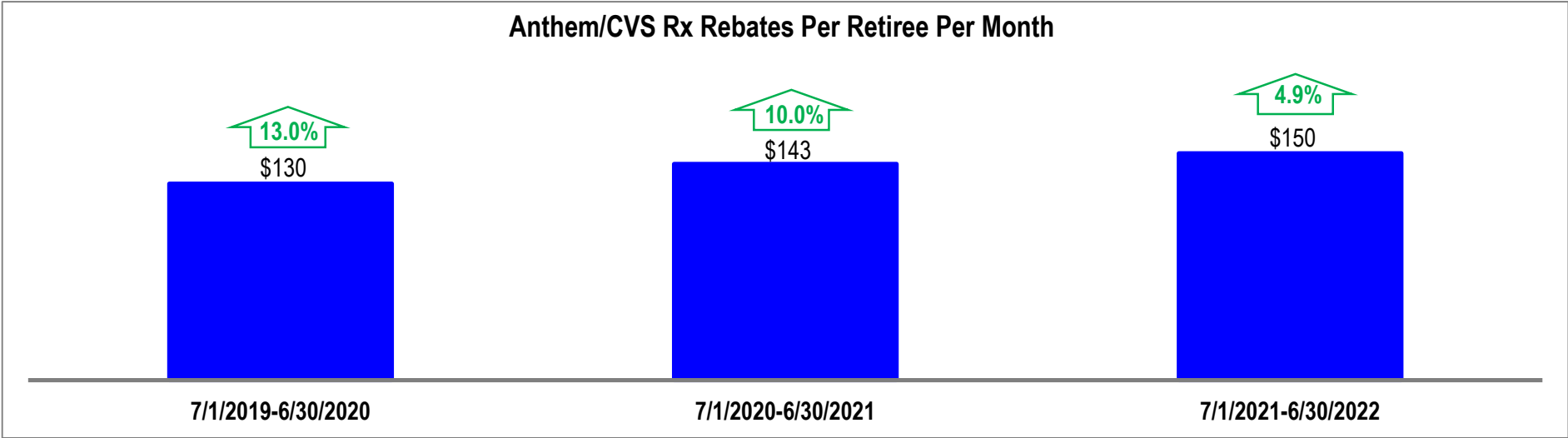
Plan sponsors mitigate the financial risk associated with individual large claimants through reinsurance. Claims exceeding the specified individual pooling threshold are deducted from the carrier's renewal calculation. The pooling credit is offset by the carrier's pooling expense, which is applied to all policyholders.

Anthem and Cigna figures are based on the most recent Claims Experience through Coverage Month. Kaiser's figures are based on Claims Experience period between July through June.

**Pooling Points by Carrier:**

1. Anthem's pooling points are \$350,000 for Plans I & II, and \$300,000 for Prudent Buyer.
2. Cigna's pooling point is \$100,000.
3. Kaiser's pooling point is \$500,000.

**Los Angeles County Employees Retirement Association**  
Prescription Drug Rebates (Anthem)  
*Coverage Month Ending September 2022*



**Rebates Overview:**

Pharmacy Benefit Managers negotiate volume-based rebates with drug manufacturers of brand medications. Manufacturer rebates are passed on to plan sponsors and are used to offset pharmaceutical claims expenses.

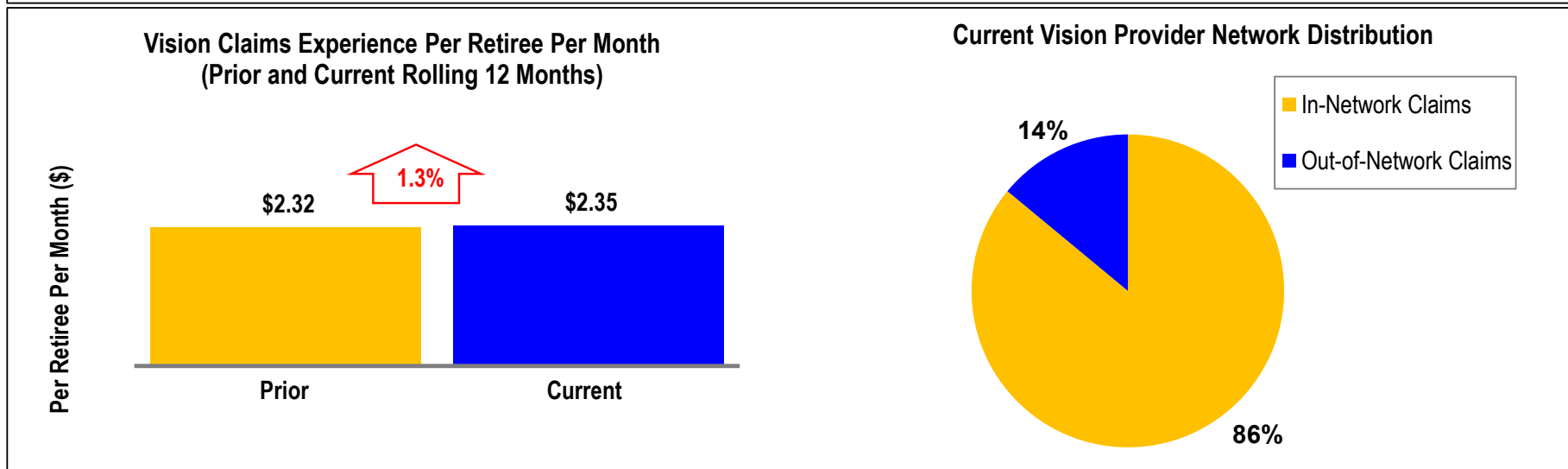
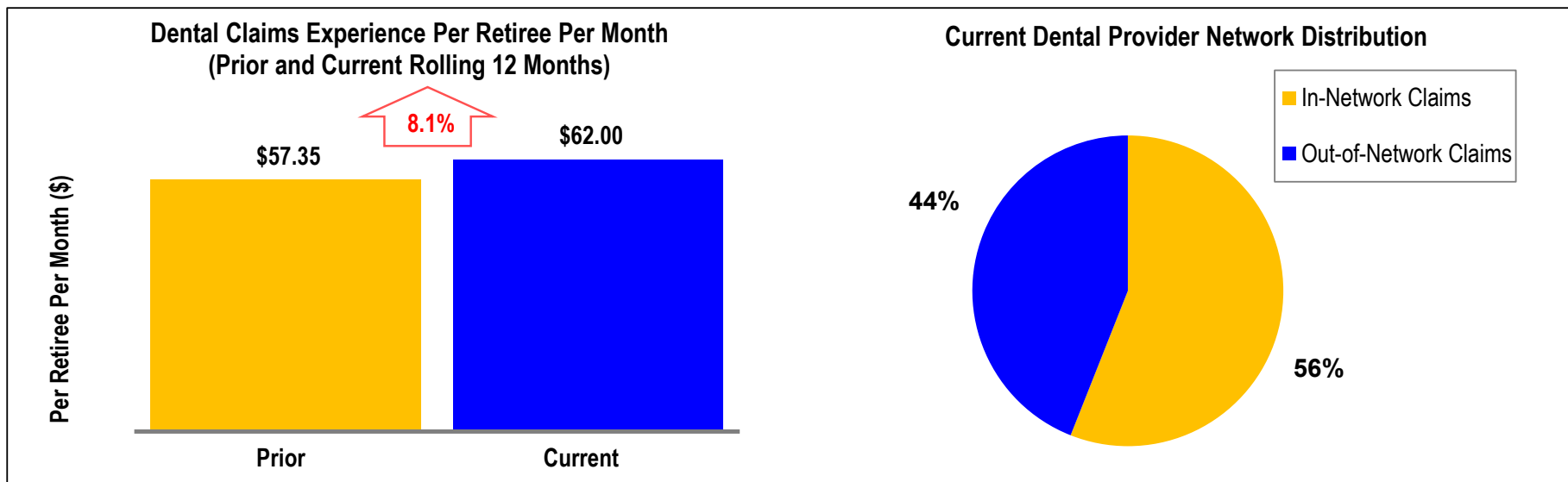
**Note:**

- 1. Prescription Claims and Rebates Data were provided by CVS.
- 2. Anthem Prudent Buyer prescription drugs are provided by IngenioRx and are not included in the charts above.

# Los Angeles County Employees Retirement Association

Cigna Dental & Vision Claims Experience

Coverage Month Ending September 2022



Notes:

1. Figures above are based on most recent 12 months of Claims Experience through Coverage Month.
2. Dental Claims Experience reflects passive use of Cigna's PPO Dental Network.