



**MARIN COUNTY EMPLOYEES' RETIREMENT ASSOCIATION**

**REQUEST FOR PROPOSALS (RFP)**

**RFP 2018-001**

**DISABILITY RETIREMENT MEDICAL ADVISOR**

**Issued June 15, 2018**  
**Revised July 16, 2018**  
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## **SECTION 1: GENERAL INFORMATION**

### **1.1 PURPOSE**

This Request for Proposal (RFP) 2018-001 is issued by the Marin County Employees' Retirement Association (MCERA) for the purpose of soliciting proposals from qualified medical professionals to serve as the Medical Advisor to the Marin County Board of Retirement in evaluating disability retirement applications.

### **1.2 PROPOSED TIMELINE**

The following is based on the best estimate of the schedule for the review and analysis of the proposals in response to the RFP. The schedule can be adjusted as necessary by MCERA. Each proposer will be notified of changes to the proposed schedule.

June 15, 2018	RFP release date
June 29, 2018	Deadline to submit questions
July 6, 2018	Deadline for MCERA to respond to questions
July 13, 2018	Proposal due date
July 25-27, 2018	Evaluation of proposals
August 14-17, 2018	Finalist interviews, if any

### **1.3 PROPOSAL SUBMISSION**

Proposals must delineate the Proposer's qualifications and expertise in the format outlined in the RFP. A Proposal under this RFP will not be considered complete unless it contains all of the items described herein. A Proposal that is not submitted in complete form to MCERA by the due date will be rejected. However, MCERA, in the exercise of its exclusive discretion, may permit the Proposer to correct any error or omission. Proposals received after the final filing date and time will be rejected. Late proposals will not be accepted for any reason.

The deadline for submission of the proposal is **July 13, 2018, 4:00 p.m. PST**. Proposals should be submitted to the following MCERA contact:

Jackie Bamford, Disability Coordinator  
Marin County Employees' Retirement Association  
One McInnis Parkway, Suite 100  
San Rafael, CA 94903-2764  
[jbamford@marincounty.org](mailto:jbamford@marincounty.org)

### **1.4 ERRORS AND OMISSIONS**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Proposer should immediately notify MCERA of such error in writing and request clarification or modification of the document. This notification must be submitted pursuant to the procedures described in Section 4.2, "Inquiries."

Modifications will be made by addenda issued pursuant to Section 4.4, "Addenda." Such clarifications will be given by written notice to all parties who have expressed an interest in submitting a Proposal in response to this RFP, without divulging the source of the request. If a Proposer fails to notify MCERA of a known error prior to the final filing date for submission of Proposals, or an error that reasonably should have been known, the Proposer will assume the risk of proposing. If awarded the contract, the Proposer will not be entitled to additional compensation or time by reason of the error or its later correction.

## **1.5 OWNERSHIP OF PROPOSAL**

All rights to information developed, disclosed, or provided in a Proposal and its attendant submissions are the property of MCERA, unless the Proposer makes specific reference to data that is considered proprietary. To the extent that a Proposer claims any copyright, patent, or other intellectual property right in any portion of its RFP, submission of an RFP constitutes the Proposer's express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive royalty-free license to MCERA for all such portions, and (b) agreement that MCERA may use any such intellectual property without charge for any lawful purpose in connection with other MCERA projects, including without limitation the creation of derivative works and issuance of sublicenses.

## **1.6 RFP RESPONSE COSTS**

All costs for developing Proposals, attending interviews, and complying with all the requirements of this RFP are entirely the responsibility of the Proposer and shall not be chargeable to MCERA.

## **1.7 PUBLIC RECORDS ACT**

MCERA is a public agency and, as such, subject to laws regarding disclosure. Per the California Public Records Act (CA Gov. Code 6250 et seq.), MCERA will make available to the public the submitted proposal and all correspondence and written questions submitted during the RFP process. However, such disclosure may not be made prior to the date on which MCERA publishes a final Board action regarding award of the contract. Except as otherwise required by law, MCERA will not disclose trade secrets or proprietary financial information submitted in response to the RFP. Any such trade secrets or proprietary financial information, which a Proposer believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designation whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such. MCERA reserves the right to determine if any claimed proprietary information shall be withheld from disclosure.

Upon request for records regarding a submitted proposal, MCERA will notify the Proposer involved of a specific time for when the records will be made available for inspection. If the Proposer, in a timely manner, identifies any "proprietary, trade secret, or confidential commercial or financial" information which the Proposer determines is not subject to public

disclosure, the proposer will be required to fully intervene, justify such exemption, and secure appropriate injunctive orders for exempting such records from disclosure. MCERA reserves the right to independently determine whether any document is subject to disclosure and to make such information available to the extent required by applicable law, without any restriction.

## **1.8 CONFLICTS OF INTEREST**

By submitting a Proposal, the Proposer represents that it is familiar with Section 1090 and Section 87100 *et seq.* of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections in connection with its Proposal. Proposer represents that its Proposal has completely disclosed to MCERA all facts bearing upon any possible interests, direct or indirect, which Proposer believes any member of MCERA, or other officer, agent or employee of MCERA or any department presently has, or will have, in a potential Agreement, or in the performance thereof, or in any portion of the profits there under. Willful failure to make such disclosure, if any, shall constitute ground for rejection of the Proposal or termination of any Agreement by MCERA for cause. Proposer agrees that if it enters into a contract with MCERA, it will comply with all applicable conflict of interest codes and policies adopted by the MCERA and their reporting requirements.

## **SECTION 2: BACKGROUND AND NATURE OF SERVICES REQUESTED**

### **2.1 MARIN COUNTY EMPLOYEES' RETIREMENT ASSOCIATION**

The Marin County Employees' Retirement Association (MCERA) is a public, defined benefit pension plan, located in San Rafael, California serving approximately 6,500 active employees and retirees of nine participating government or agency employers. MCERA was established and is governed under the provisions of the County Employees Retirement Law of 1937 (the '37 Act, California Government Code, §§ 31450-31898), the California Pension Protection Act of 1992 (California Constitution, Article 16, § 17), and the California Public Employees' Pension Reform Act of 2013 (PEPRA, California Government Code, §§ 7522-7522.74). The market value of MCERA total assets as of December 2017, is \$2.4 billion.

### **2.2 DISABILITY RETIREMENT APPLICATION PROCESSING**

MCERA employers (plan sponsors) offer disability retirement to qualifying members. Upon receipt of an application for disability retirement, the Board, through its staff and consultants, must determine:

1. Whether an applicant is permanently incapacitated from performing the usual and customary duties of his/her job (California Government Code § 31720) ;
2. Whether an applicant's incapacity is the result of injury or disease arising out of and in the course of the applicant's employment, and if such employment contributed substantially to such incapacity (California Government Code § 31720);
3. The effective date of any benefit payable (e.g. California Government Code § 31724).

The review and processing of disability applications is managed internally. MCERA staff guide members through the application process, analyze eligibility, collect medical records, review medical records and reports, provide medical records to the current Medical Advisor, coordinate Independent Medical Examinations (IME) based on recommendations of the medical advisor, prepare application packets for Board deliberation, communicate with the applicant and/or applicant's legal counsel and interact with MCERA's plan sponsors and the Board.

The Board retains the services of a Medical Advisor to review medical records, examine patients (where appropriate), obtain additional medical diagnosis (when necessary), or refer to an IME who is an expert in a particular medical specialty in an effort to review/evaluate the medical condition of a disability applicant.

The Medical Advisor will attend MCERA Board meetings to present their recommendation and assist the Board in reaching its decision regarding whether to grant or deny a disability application.

The Medical Advisor may also be called upon to serve as a medical expert at appeal hearings conducted by the California State Office of Administrative Hearings ("OAH") as well as before the Marin County Superior Court.

As authorized by the Board of Retirement, MCERA may annually review disability retirements that were granted to retirees who were less than age 55 at the time the Board granted the application. The Medical Advisor's opinion may be sought in these reviews to determine whether the retiree's medical condition continues to prevent him/her from re-entering the workforce.

### **2.3 CURRENT MEDICAL ADVISOR**

Currently, the Board of Retirement retains a Medical Advisor to conduct the services described above. Since 2010 an average of 14 applications were received each year. During this timeframe the number of disability applications submitted by members ranged from 9 to 22 yearly. During the same timeframe 27 cases were appealed to the OAH. Two of the 27 cases were challenged in Superior Court and one case was heard by the Court of Appeals. The Medical Advisor has not been asked to testify in front of the OAH or Superior Court.

### **2.4 SCOPE OF SERVICES**

#### **Medical Advisor Services to be Provided**

The services to be provided by the Medical Advisor include, but are not limited to, the following:

1. Review of disability application and medical records provided to MCERA by the member. This may include:
  - a. Member's Application for Disability Retirement;
  - b. Medical Provider Statement;
  - c. Employee's Essential Job Function Inventory and/or Job Description;
  - d. Employment records, such as reasonable accommodation documents, if applicable;
  - e. Workers' Compensation documents, if applicable;
  - f. Written responses, under penalty of perjury, to written inquiries concerning any matter that is either relevant to the case or is reasonably calculated to lead to the discovery of evidence that is relevant to the case; and
  - g. Other relevant materials, when applicable.
2. Provide written referral to an IME who is an expert in the particular medical specialty related to the applicants claimed disability.
3. Prepare and submit a brief but comprehensive narrative analysis which shall contain the following:
  - a. History of present claimed permanent incapacity including current objective problems;

- b. Review and discussion of all relevant records from the treating, evaluating, or consulting physicians, IMEs, employers, workers' compensation or insurance providers to determine if sufficient medical evidence exists to render an opinion;
  - c. Discussion of relevant laboratory and diagnostic findings;
  - d. History of treatment including current and proposed therapy;
  - e. Medical Advisor's opinion regarding whether the applicant is permanently incapacitated from substantially performing the usual duties of his/her job and whether there is a real and measurable connection between the applicant's performance of job duties and the permanent incapacitation. This opinion will be guided by relevant legal standards as provided by MCERA.
4. Medical examinations and/or review of medical records of disability retirement recipients to determine whether they continue to be permanently incapacitated from substantially performing the usual duties of their job, as directed by the Board and Staff.
  5. Serve as "Medical Advisor" to the Board, which services shall include attendance at Board meetings and potential expert testimony at disability hearings.
  6. Communicate (oral and email) frequently with the MCERA counsel and Disability Coordinator. Participate in frequent conference calls that may or may not include the IME's. Also participate in the occasional vocational field inspection (applicant's job site) when necessary.

### **Independent Medical Examination (IME) Referral Services**

IME referral services include, but are not limited to, the following:

1. Review the applicant's claimed disability and select the medical specialty(ies) most applicable to evaluating the applicant's claimed disability(ies) and provide a list of said medical specialty(ies) to MCERA for approval;
2. Appointments shall be scheduled with the examining physicians only after MCERA staff approves of proceeding with the "recommended medical specialties" as identified by the Medical Advisor. Appointments will only be scheduled with regularly practicing, examining physicians licensed with the Medical Board of the State of California with specific accreditations for the specialty areas, as agreed upon, to evaluate the applicant's claimed disabilities;
3. The IME may also be called upon to serve as a medical expert at appeal hearings conducted by the California State Office of Administrative Hearings.

### **Additional Duties**

The Medical Advisor shall comply with the following general duties:

1. Treat all member and MCERA information as confidential, including, but not limited to, all data created, gathered, generated, or acquired within the scope of the contract. Sensitive information inclusive of, but not limited to, member and beneficiary information must be kept confidential in accordance with HIPAA standards.
2. Notify MCERA immediately if there are any breaches to the confidentiality of confidential information. A breach of the confidentiality requirements of the contract may result in cancellation of the contract and the Medical Advisor being held liable for damages.
3. Maintain confidential any information, except with written consent from the Administrator of MCERA or designee, prior to the release of any such information. This includes, but will not be limited to, press releases, reports, research, and any publicity given to the selected proposer for work provided under the resulting contract. MCERA shall be credited as the sponsoring agency.
4. Notify MCERA immediately of any anticipated changes in personnel assigned under the terms of the contract. Medical Advisor shall submit resumes of any proposed replacement personnel and obtain written approval from MCERA for any change in personnel assigned to the work.
5. Notify MCERA in writing in the event that any conflict of interest or possible conflict of interest is discovered regarding the provision of services.

### **SECTION 3: SUBMISSION REQUIREMENTS**

#### **3.1 MINIMUM QUALIFICATIONS**

The proposer must meet the minimum qualifications to be given further consideration. Proposer must provide evidence of how each minimum qualification is met by completing the Minimum Qualifications Certification, Attachment A, signed by an authorized member of your firm.

#### **3.2 REQUIRED COPIES AND FORMAT**

Proposer must submit the following:

1. Six (6) printed copies and one (1) electronic copy (PDF or Word document on thumb drive, CD or sent via email as attachment) in total of each proposal item as follows:  
Cover letter and all other attachments, exhibits and documents.
2. One (1) copy of the Proposal unbound, (i.e. no binder covers, comb bindings, etc.) containing original signatures and marked as "Master Copy."
3. Five (5) remaining copies must be bound and organized in a manner to facilitate ease of review by evaluators.

All six (6) copies of the Proposal must be submitted in a sealed package and clearly marked with "RESPONSE TO REQUEST FOR PROPOSAL—DISABILITY RETIREMENT MEDICAL ADVISOR".

#### **3.3 COVER LETTER**

The submission must include a cover letter signed by the person(s) authorized to bind Proposer contractually. This cover letter must indicate the signers are authorized and must indicate the title or position the signers hold in the firm. The cover letter is an integral part of the proposal and an unsigned cover letter shall cause the proposal to be rejected. The letter must contain the following:

1. The Proposer's name, address, and telephone and fax numbers.
2. The Proposer's type of business entity (e.g., sole proprietorship, partnership, corporation, etc.)
3. The Proposer's Federal Employer Identification Number and Corporate Identification Number, if applicable.
4. The name, title or position, telephone number and email address of the individual signing the cover letter.
5. A statement indicating the signer is authorized to bind the Proposer contractually.

6. The name, title or position, telephone number and email address of the primary contact and/or account administrator, if different from the individual signing the cover letter.
7. A statement to the effect that the Proposal is a firm and irrevocable offer good for one year from the final filing date for Proposals.
8. A statement expressing the Proposer's willingness to perform the services as described in this RFP.
9. A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables as described in this RFP.

### **3.4 REQUIRED ATTACHMENTS**

#### **Minimum Qualifications Certification (Attachment A)**

Proposers must complete and return the Minimum Qualifications Certification, Attachment A; certifying that the Proposer satisfies all minimum qualifications and requirements. The Certification must be signed by the same individual who signed the cover letter.

#### **Proposal Questionnaire (Attachment B)**

Proposers must complete and return the Proposal Questionnaire, Attachment B. The information requested must be provided in the prescribed format; all questions must be repeated in their entirety before the answers are given. Responses that deviate materially from the prescribed format may result in the rejection of the Proposal.

#### **Fee Proposal (Attachment C)**

Proposers must submit their fee for the contract services in the format prescribed in the Fee Proposal, Attachment C, which must be signed by the individual authorized to bind the Proposer contractually.

## **SECTION 4: PROPOSAL PROCEDURES**

### **4.1 HOW TO OBTAIN THIS RFP**

This RFP may be downloaded from mcera.org. All addenda and notices related to this procurement will be posted on mcera.org. In the event that this RFP is obtained through any other means, MCERA will not be responsible for completeness, accuracy, or timeliness of the final RFP document.

### **4.2 INQUIRIES**

Proposers requiring clarification of the intent and content of this RFP, or the competitive Proposal process, may request clarification only by submitting written questions via mail or e-mail:

Ms. Jackie Bamford, Disability Coordinator  
Marin County Employees' Retirement Association  
One McInnis Parkway, Suite 100  
San Rafael, CA 94903  
E-mail: [jbamford@marincounty.org](mailto:jbamford@marincounty.org)

**To ensure a response, questions must be received by Friday, June 29, 2018.** Questions received by this date will be answered in writing without identifying the source of the query and distributed on or before July 6, 2018, to all parties who have expressed an interest in submitting a Proposal in response to this RFP.

### **4.3 CLARIFICATION OF CONTENTS**

Proposers may be requested to clarify contents of their Proposal package. Other than information requested by MCERA, no Proposer will be allowed to alter the Proposal or add new information after the final filing date.

### **4.4 ADDENDA**

MCERA may modify any part of the RFP, prior to the date Proposals are due, by issuance of an addendum to all recipients of the RFP.

### **4.5 CONTACTS**

MCERA policy prohibits direct contact between prospective service providers and MCERA Board members, consultants, or staff. This does not include communication with any MCERA's incumbent service providers for normal business not related to this selection process. From the date of release of this RFP until a Vendor is selected and a contract awarded, all contacts and communications regarding this RFP are restricted to the Q&A process. Exceptions include communications with MCERA staff during negotiations, presentations, and contract award and execution. Violation of these conditions may result in rejection of a Vendor's proposal.

All Vendors who have submitted a proposal will be notified of MCERA's decision after the final selection has been made. This notice of final selections may be the only communication between the Plan and the Vendors. Telephone or other inquiries concerning this proposal after the proposal deadline are discouraged.

#### **4.6 RESERVATION OF RIGHTS**

It is the policy of MCERA to solicit Proposals with a bona fide intention to award a contract. However, MCERA reserves the right to reject any or all Proposals, to waive defects, to alter or modify the requirements of this RFP, and to award no contract.

#### **4.7 STANDARDS FOR EVALUATING PROPOSALS**

The responses will be evaluated by a team of reviewers comprised of MCERA staff (hereafter referred to as the Evaluation Committee). MCERA reserves the right to interview prospective Proposer(s) prior to making its selection. MCERA also reserves the right to rely upon information from sources other than information provided by Proposers. Responses will be evaluated as outlined in this section. The Evaluation Committee will review their results and make initial recommendations to an Ad Hoc Committee of the Board. The full Board of Retirement reserves the right to interview any Proposer and retains authority to select the provider. Final award shall be contingent upon selected Proposer(s) accepting the terms and conditions in substantial conformity to the terms listed in Attachment D of this RFP. MCERA reserves the right to accept an offer in full, or in part, or to reject all offers.

#### **Proposal Evaluation**

The proposal will be reviewed to determine satisfaction of the minimum qualifications and proposal requirements. MCERA may reject any or all proposals that fail to meet these qualifications and requirements. Proposals meeting minimum qualifications will be evaluated and scored as follows:

1. The Evaluation Committee will review, evaluate, and score the proposers' responses to the Proposal Questionnaire and any other relevant information submitted in the written proposal based on the categories specified in the Proposal Evaluation Review Sheet, Exhibit 1.
2. Each Evaluation Committee member's Proposal Evaluation scores will be combined to determine a total score for each proposal, with a maximum of 100 points. A proposal must receive a minimum score of 60 points on the Proposal Questionnaire to receive further consideration. Fee Proposal scores will only be computed for proposals that obtain a proposal evaluation score of 60 or greater.

### **Selection of Finalists**

Each proposal's Proposal Questionnaire score will be combined with the Fee Proposal score. The proposals will be ranked from highest to lowest scoring. The highest scoring proposals, up to three (3) proposals, will be considered finalists.

### **Finalist Interviews**

Each finalist is required to appear for an oral interview before the Evaluation Committee at a date to be determined. All finalists shall make available key professionals. The interview will provide an opportunity for additional consideration of the proposer's organization, staff background and experience, range and quality of services and capabilities, and other specific areas of the proposal where clarification is necessary.

## **4.8 AWARDING OF CONTRACT**

Contract award will be made to the Proposer based on the final score, board interview and recommendation by staff, subject to final negotiations and satisfaction of all requirements.

**ATTACHMENTS**

## **ATTACHMENT A: MINIMUM QUALIFICATIONS CERTIFICATION**

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Name of Proposer

All proposers are required to complete and sign this Attachment and provide written evidence to substantiate how each qualification is met. If the relevant information is contained in the Proposer's response to the Proposal Questionnaire (Attachment B), please cite the specific reference applicable to the following certifications.

I certify the following:

1. The Proposer is a viable business operation in existence in the United States for at least one year as of December 31, 2017.
2. The Proposer has experience working with public sector clients.
3. The Proposer is licensed to practice medicine in the State of California.
4. The Proposer has experience rendering medical opinions based on review of medical records.
5. The Proposer has experience conducting medical examinations.
6. The Proposer has experience preparing narrative reports for clients which include identifying and explaining medical history, analyzing relevant laboratory and diagnostic reports, analyzing medical treatment history and opining on the eligibility for disability benefits.
7. The Proposer must have experience in applying legal standards to medical conditions and forming an opinion on eligibility for benefits under the standard (i.e., Workers' Compensation, Social Security disability, etc.).
8. The Proposer has experience in meeting strict timelines and deadlines.
9. The Proposer has experience presenting recommendations, conclusions and opinions orally.
10. Proposer hereby certifies that information contained in the proposal and all included documents is true and correct.

The business entity offered to satisfy these requirements must be identical to Proposer.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## **ATTACHMENT B: PROPOSAL QUESTIONNAIRE**

Answer each question contained in this Questionnaire. Each question of the RFP shall be repeated in its entirety by the proposer before the answers. Proposer must respond to each question contained in the questionnaire. If a question does not apply to proposer, please write "not applicable" and state the reason why the question does not apply.

### **A. History, Ownership and Experience**

1. Provide your company's name, address, and the primary RFP contact's name, title, professional accreditations, experience, telephone number, fax number and e-mail address. Also provide the name and title, professional accreditations and experience for anyone else in the company who would be assigned to the Marin County Employees' Retirement Association contract.
2. Describe the ownership type for your firm. If the firm is owned by a parent company, break out the medical evaluation series as a percent of the total business revenue.
3. If your firm has more than one office location, which office(s) will be servicing this account? List the specific location(s) as part of your response and indicate the hours of availability for each location. Indicate any current or future plans to relocate the listed office(s) or personnel.
4. Are any ownership changes anticipated at this time? Within the past three years, have there been any significant developments in your organization (changes in ownership, personnel reorganization, etc.)? If so, please describe.
5. Please describe the professional and/or general liability insurance, cyber insurance, and/or E&O insurance carried by your firm. Include the type of insurance, acts or liabilities covered, limits per occurrence, and total policy limits. If awarded a contract, you will be required to provide proof of coverage as described in your response to this questionnaire.
6. How many disability medical evaluation service clients does your firm have? How many are public employee retirement systems? Do you have clients operating under the State of California County Employees Retirement Law of 1937 (also referred to as: '37 Act, CERL, or California Government Code)?
7. What minimum qualifications and experience do you require of your medical professionals that perform determinations or evaluations of disability benefits?
8. Within the last five years, has your firm/individual been involved in any litigation involving unauthorized releases of client confidential information? If so, please explain.

9. How many other relationships will our assigned team engage with simultaneously?

**B. Client Services and Administration**

1. How do you monitor the quality of customer services provided by your team as they relate to disability medical evaluation services?
2. Explain the systems and methods you use to keep clients aware of applicant performance in completing their disability medical evaluations.
3. What steps do you take to ensure that examining physicians provide objective reports?
4. Describe the criteria you use when evaluating and selecting examining physicians for work through your firm or if recommending physicians for independent medical examinations to MCERA how do you select those qualified physicians.
5. How do you monitor the examining physicians you engage at your firm for the quality of their medical evaluation services? How do you assure they remain licensed and in good standing? How do you assure that each physician maintains professional liability insurance? In the last five years, how many examining physicians have you ceased to use because they did not provide satisfactory services?
6. An applicant or their treating physician may disagree with the findings and/or diagnosis of an examining physician. Are examining physicians at your firm/individual available to provide responses and/or expert testimony to explain their medical findings? Describe your firm/individual's experience providing such services.

**C. Reporting**

1. Set forth the number of days to which you will commit yourself between (1) the date by which you have received from MCERA all medical records and applicant information and (2) the date you will make a recommendation for the appropriate physician to conduct the IME.
2. Set forth the maximum number of days to which you will commit yourself between (1) the date you receive the IME report and (2) the date you will issue a complete report and recommendation to the Board of Retirement.
3. Submit two redacted disability medical evaluation reports as examples of the types of disability medical evaluation reports you would provide to MCERA.

Provide examples in each of the following specialties: one Psychiatric, and one of the following: Orthopedic, Internal Medicine, or Neurological.

4. Do you use centralized resources for producing the disability medical evaluation reports? What types of quality controls do you use to assure your reports meet the requirements of your clients?
5. Submit a redacted example of a "Supplemental Report" or equivalent reports you produced for other clients with similar needs. Please describe your firm's/individual's level of experience in providing supplemental medical information for disability medical evaluations and/or disability hearing processes.
6. What method(s) does your firm/individual use to assure the protection of confidential, client-provided, medical information? Please describe.

**D. References and Client List**

1. List your three largest public sector pension fund clients where your firm provides medical services and who may be contacted as references. For each reference listed, include client name; address; name, title, and telephone number of contact person; number of members; and length of time as your client.
2. List two clients that have terminated services within the last two years and the reasons for the terminations. For each client listed, include client name; address; name, title, and telephone number of contact person; number of members; and length of time as your client.
3. List each client that you are currently providing medical evaluation services to, specifying the service provided for each client.

**ATTACHMENT C: FEE PROPOSAL**

Proposers are required to submit their fees. Fees, as submitted, must include all costs associated with the consulting services, including reporting, communications, travel, etc. If awarded a contract as a result of this RFP, the successful proposer's fees as proposed shall be guaranteed for the term of the contract. It is essential that all responding bidders include and clearly detail all costs, payment schedules, categorization of line items, and/or other related costs associated with your proposal. All proposals must have a narrative providing a thorough and clear explanation of your costs.

List per transaction costs, maintenance and reoccurring fees. Provide detailed fee schedules for IME, records review and expert witness testimony.

\_\_\_\_\_  
Name of Proposer

**PROPOSED FEE FOR REVIEW OF DISABILITY PACKET AND REPORTING**

\$ \_\_\_\_\_

**PROPOSED FEE FOR PERSONAL APPEARANCES (BOARD MEETINGS, DISABILITY HEARINGS, ETC.)**

\$ \_\_\_\_\_

\_\_\_\_\_  
Proposer's Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Federal I.D. Number

**EXHIBIT 1: PROPOSAL EVALUATION REVIEW SHEET**

(Completed by MCERA for each individual proposal)

**Name of Proposer:** \_\_\_\_\_

**A. Minimum Qualifications Review**

- |   |   |   |
|---|---|---|
| 1. Did submission include six (6) printed and a PDF copy per proposal submitted?    | Y | N |
| 2. Does cover letter include all required information?                              | Y | N |
| 3. Is cover letter signed by the individual(s) authorized to bind the proposer?     | Y | N |
| 4. Completed and signed <i>Minimum Qualifications Certification</i> (Attachment A)? | Y | N |
| 5. Does Proposer satisfy all minimum qualifications?                                | Y | N |
| 6. Completed and signed <i>Proposal Questionnaire</i> (Attachment B), including:    |   |   |
| a. Curriculum Vitae for primary/manager staff assigned to MCERA's contract          | Y | N |
| b. Redacted sample medical evaluation reports, if applicable                        | Y | N |
| c. Required references (3 current, 2 terminated)                                    | Y | N |
| d. List of current clients  | Y | N |
| 7. Is completed and signed <i>Fee Proposal</i> (Attachment C) included?             | Y | N |

Points Earned	Maximum Points
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**B. Proposal Questionnaire Review**

1. History, Ownership and Experience		35
2. Client Services and Administration		10
3. Reporting		20
4. References and Client List		10
<i>Subtotal</i>		<b>75</b>

**C. Fee Proposal Review**

	25
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**D. Total Points**

	<b>100*</b>
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\* The highest scoring Proposers after the fee Proposal evaluation will be considered Finalist Proposers as determined by MCERA.

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**EXHIBIT 2: MODEL PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

(MCERA – [INSERT NAME])

**THIS PERSONAL/PROFESSIONAL SERVICES AGREEMENT** (this "Agreement") is made effective as of the \_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), and is by and between MARIN COUNTY EMPLOYEES' RETIREMENT ASSOCIATION, a retirement system organized pursuant to the County Employees Retirement Law of 1937, as amended (hereinafter "MCERA"), with its principal location at One McInnis Parkway, Suite 100, San Rafael, CA 94903, and \_\_\_\_\_ (hereinafter "Consultant"), a [INSERT TYPE OF BUSINESS] whose principal place of business is \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, the MCERA Board of Retirement ("Board") desires to retain Consultant for the purpose of administering certain services related to disability applications submitted to MCERA by its members as more particularly described herein; and

WHEREAS, Consultant, by reason of his qualifications and experience, is competent to provide the required services on the terms set forth herein.

**NOW, THEREFORE, IT IS AGREED** between the parties hereto as follows:

1. **Services to be Rendered.** Consultant shall assist MCERA with the following services (collectively, the "Services"):

- a) Review and analysis of disability applications, applicable medical reports and records;
- b) Consultation with medical service providers, attorneys and others, as needed or requested;
- c) Preparation of written summaries of each disability case, in the form set forth on Exhibit A, attached hereto and made a part hereof, as may be amended by MCERA from time to time;
- d) Preparation of educational materials and guides, as requested, for presentation to the Board and/or staff;
- e) Attendance at Board meetings, as requested, to present recommendations to the Board; and
- f) Attendance at Board workshops, as requested, to conduct educational seminars.

The Services set forth above may be modified from time to time provided such modifications are made by written agreement of MCERA's Retirement Administrator ("Retirement Administrator") and Consultant.

2. **Compensation to Consultant.** As compensation for all Services to be provided by Consultant, MCERA shall pay Consultant at a rate of Seventy-Five Dollars (\$75.00) per hour for each hour of work performed pursuant to this Agreement. Per diem reimbursement for travel, food and lodging shall be \$150.00 per day, to the extent applicable. The maximum amount payable pursuant to this Agreement shall not exceed \$25,000 for the twelve (12) month period beginning as of the Effective Date through the date that is the one (1) year anniversary thereof and for each twelve (12) successive month period thereafter, which maximum amount shall include allowable reimbursable expenses incurred by Consultant in the provision of Services pursuant to this Agreement. No additional compensation shall be paid for secretarial, clerical support staff, or any overhead costs incurred by Consultant in the performance of Services pursuant to this Agreement. The compensation under this Agreement or its subsequent amendment ("Amendment") shall remain unchanged for at least a twelve (12) month period following the Effective Date of the Agreement or Amendment.

3. **Reimbursement Policy and Billing Requirements.** Consultant shall invoice MCERA on a monthly basis for hours expended for the prior month. Monthly invoices shall be sent by Consultant to Retirement Administrator for review and processing and shall include Consultant's Federal Tax I.D. number. Payment shall be made to Consultant for approved invoices within thirty (30) days of receipt of each invoice by Retirement Administrator.

4. **Term.** This Agreement shall be deemed in force as of the Effective Date and shall remain in effect until terminated as hereinafter provided.

5. **Representations, Warranties and Covenants.** In addition to the acknowledgements, representations, warranties and covenants made herein, Consultant makes the following additional representations, warranties and covenants, which are agreed to be material to and form a part of the inducement for this Agreement:

- a) Consultant has the expertise and competency necessary to provide the Services; and
- b) Consultant is currently licensed to practice medicine and has all licenses and/or permits (collectively, the "Licenses") necessary to perform the Services provided herein. Consultant covenants to maintain such Licenses throughout the term of this Agreement. Consultant shall comply with any and all Federal, State and local laws (including, but not limited to the County of Marin Living Wage Ordinance) affecting the services covered by this Agreement.
- c) Consultant shall diligently provide all required Services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

6. **Assignment.** Consultant shall not assign or transfer this Agreement or any part hereof without prior written approval of MCERA. If, following the written consent of MCERA, Consultant hires a subcontractor under this Agreement, Consultant shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Consultant under this Agreement and shall require subcontractor to name MCERA as additional insured under this Agreement. It shall be Consultant's responsibility to collect and maintain current evidence of

insurance provided by its subcontractors and to forward to MCERA evidence of same. Consultant shall not assign any monies due or which become due to Consultant under this Agreement without the prior written approval of Retirement Administrator.

7. **Independent Consultant.**

a) Nothing in this Agreement shall in any way be construed to render Consultant an agent, employee or representative of MCERA; it being understood that Consultant shall perform the Services hereunder as an independent contractor. Consultant agrees to furnish all tools and materials necessary to accomplish the Services, and shall incur all expenses associated with performance of said Services, except as expressly provided herein. Consultant retains discretion with respect to performing the tasks assigned within the scope of the Services.

b) Consultant shall not be eligible for any employee benefits and acknowledges and agrees that Consultant is obligated to report as income all compensation received pursuant to this Agreement. Accordingly, Consultant acknowledges its obligation and agrees to pay all self-employment and other taxes thereon. On request, Consultant shall provide MCERA with proof of timely payment thereof. Consultant agrees to indemnify MCERA for any claims, costs, losses, fees, penalties, interest or damages suffered by MCERA resulting from Consultant's failure to comply with this provision. Consultant is responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and Licenses for himself and for his employees and subcontractor as necessary.

8. **Indemnification.** Consultant agrees to indemnify, defend and hold harmless MCERA and MCERA's agents, Board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from and against any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Consultant or Consultant's officers, agents, employees, independent consultants, sub-consultants of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include, but not be limited to, (a) injury or death to any person or persons, (b) damage to any property, regardless of where located, including the property of MCERA, (c) any privacy breach involving either MCERA or its members, including without limitation Confidential Information as defined in paragraph 19 below, and (d) any workers' compensation claim or suit arising from or connected with any Services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

9. **Insurance.** Consultant, in order to protect MCERA and its Board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall name MCERA as additional insured under the policies required hereunder. Consultant shall not perform any work under this Agreement until Consultant has obtained insurance required and the required certificates of insurance have been submitted to and approved by the Retirement Administrator. Consultant shall be responsible for

and shall pay any deductibles and self-insured retentions under all required insurance policies with a deductible not to exceed \$2,500 unless previously approved in writing by MCERA.

a) Liability Insurance Requirements:

(1) Consultant shall maintain in full force and effect, at all times during the term of this Agreement, Automobile Liability insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with minimum limits for Bodily Injury and Property Damage liability of One Million Dollars (\$1,000,000) for a combined single limit.

(2) Consultant shall maintain in full force and effect, at all times during the term of this Agreement, General Liability insurance in an amount of no less than One Million Dollars (\$1,000,000) per occurrence.

(3) Consultant shall maintain in full force and effect, at all times during the term of this Agreement, Professional Liability (Errors and Omissions) Insurance in an amount of no less than One Million Dollars (\$1,000,000) per occurrence.

(4) Consultant acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Agreement to the extent necessary. If Consultant has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCERA prior to commencement of work.

(5) Consultant may be required to carry additional insurance based upon the nature of the work to be performed. For each additional instance of required insurance, a corresponding certificate of insurance must be provided. Claims-made policies must have a retroactive date of the earlier of the Effective Date or the date of any work performed for the benefit of MCERA pursuant to this Agreement or any prior agreement.

(6) If any of the insurance coverages required under this Agreement is written on a claims-made basis, the insurance policy shall provide an extended reporting period of not less than four (4) years following termination of this Agreement or completion of Consultant's work specified in this Agreement, whichever is later.

b) Prior to Consultant commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished by providing a Certificate of Insurance to MCERA. Such Certificate of Insurance shall be provided automatically upon policy renewal or change. Consultant shall maintain the above-stated insurance coverage until the completion of all Consultants' obligations under this Agreement. Such insurance coverage shall not be reduced, modified, or canceled without thirty (30) days prior written notice to MCERA. Consultant shall immediately obtain replacement coverage for

any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

c) All insurance shall be issued by a company or companies listed in the current Best's Key Rating Guide publication with a minimum of an "A-VII" rating.

d) All insurance afforded by Consultant pursuant to this Agreement shall be primary and not contributing to any other insurance maintained by MCERA. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant of any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage nor shall it preclude MCERA from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

e) Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. MCERA, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from such breach. Alternatively, MCERA may purchase such required insurance coverage, and without further notice to Consultant, MCERA shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by MCERA for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement is not sufficient to reimburse MCERA for the premiums and any associated costs, Consultant agrees to reimburse MCERA for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by MCERA to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

10. **Termination.**

a) This Agreement may be terminated upon:

(1) The occurrence of a conflict of interest as described in the Conflict of Interest provision in this Agreement.

(2) Five (5) calendar days written notice by MCERA to Consultant if Consultant fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein. Notice of termination shall be by written notice to Consultant and sent by registered mail. Consultant shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which Consultant has no control.

(3) Either party hereto may terminate this Agreement for any reason or no reason at all by giving at least thirty (30) calendar days written notice to the other party. Notice of termination shall be by written notice to the other party and sent by registered mail.

b) In the event of termination not the fault of Consultant, Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so

long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).

c) In the event this Agreement is terminated by either Consultant or MCERA, Consultant shall submit to Retirement Administrator all work produced or in process and any and all files, memoranda, documents, correspondence and other items generated in the course of performing the Services provided under this Agreement (collectively "Service Documents") in whatever form they exist, e.g., whether electronic or written, within fifteen (15) days after the effective date of any written notice.

(d) In the event this Agreement is terminated by either Consultant or MCERA, the parties will not enter into a replacement personal/professional services agreement with one another within twelve (12) months of the Effective Date of this Agreement or applicable Amendment, unless such agreement is on the same compensation terms as this Agreement or applicable Amendment.

11. **Ownership of Documents.** All Service Documents generated or gathered in the course of providing Services to MCERA under this Agreement are and shall remain the property of MCERA, and shall be returned to MCERA upon full completion of all Services by Consultant or termination of this Agreement, whichever first occurs.

12. **Notices.** All notices required or provided for in this Agreement shall be provided to the parties in writing at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail or as otherwise specified herein, addressed as indicated below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

To MCERA: Jeff Wickman, Retirement Administrator  
Marin County Employees' Retirement Association  
1 McInnis Parkway, 1st Floor  
San Rafael, CA 94903

To Consultant: [NAME & ADDRESS]

13. **Conflict of Interest and Disclosures (Form 700).** Consultant has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest. Consultant represents that s/he is unaware of any financial or economic interest of any public officer or employee of MCERA relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, MCERA may immediately terminate this Agreement by giving written notice thereof to Consultant. Consultant acknowledges and agrees to comply with the requirements of Government Code sections 1090 et seq. and sections 87100 et seq. during the term of this Agreement to the extent applicable to herein connection with the Services performed hereunder. In addition, Consultant understands and agrees that California law, as interpreted by MCERA in its Conflict of Interest Code, requires him to file Statements of Economic Interests (Form 700),

as provided by the California Political Reform Act, and that he will timely file an "assuming office" Form 700 with MCERA within 30 days of executing this Agreement, and annual statements thereafter for the duration of this Agreement.

14. **Entire Agreement.** This document contains the entire agreement of the parties relating to the Services, any and all rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

15. **No Authority to Bind MCERA.** It is understood that Consultant, in Consultant's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement is not an agent of MCERA and has no authority to bind MCERA to any agreements or undertakings.

16. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties at the time of the modification.

17. **Non-waiver.** No covenant or condition of this Agreement can be waived except by the written consent of MCERA. No forbearance or indulgence by MCERA in any regard whatsoever shall constitute a waiver of any covenant or condition to be performed by Consultant hereunder, it being understood that MCERA shall be entitled to invoke any remedy available to MCERA under this Agreement or by law or in equity notwithstanding said forbearance or indulgence.

18. **Choice of Law/Venue.** The parties hereto agree that the provisions of this Agreement shall be construed in accordance with the laws of the State of California as applied to the residents thereof. The parties further agree that any actions or claims brought against MCERA or its Board members or employees arising under, or in any way connected to the Services rendered under, this Agreement shall be brought exclusively in Marin County Superior Court, and all parties hereto consent to the jurisdiction of such Court.

19. **Confidentiality.**

a) MCERA has an obligation to protect certain confidential information that relates to its active and retired members and other beneficiaries ("Confidential Information") and to protect against the unauthorized use or disclosure of such Confidential Information. Consultant acknowledges and agrees that during and related to this Agreement Consultant will obtain, have access to, certain Confidential Information, which may be in any form (including, but not limited to, copies, reproductions, summaries, analyses or extracts thereof, based thereon or derived therefrom), and which is the sole and exclusive property of MCERA and/or its members. Confidential Information may include, but not be limited to (i) personal information, including without limitation personal health information, related to MCERA's active and retired members and other beneficiaries, including the names, addresses, telephone numbers and/or social security numbers of the active and retired members and other beneficiaries, and account, financial and other information pertaining to such MCERA's active and retired members and other beneficiaries, (ii) computer passwords, (iii) account, personal or financial information pertaining

to current and former employees of MCERA, MCERA's vendors and independent Consultants, and any lists of such employees, vendors and/or independent Consultants; (iv) all information which MCERA has a legal obligation to treat as confidential, or which MCERA designates as confidential. Notwithstanding the foregoing, Confidential Information shall not include any information that is in its protected form (i) in the public domain through no fault of Consultant or otherwise, (ii) readily and accurately discernable from publicly-available products, literature or other information, or (iii) approved for disclosure by prior written permission of the Retirement Administrator of MCERA.

b) Consultant agrees that it will not, at any time, assert any claim, ownership or other property interest in any Confidential Information or will not, for any purpose, directly or indirectly, disclose, reproduce, use, or disseminate in any manner during or after the term hereof, any Confidential Information, unless such disclosure (a) is required under this Agreement, (b) has been authorized as provided herein, or (c) is legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, and access to information request or similar process); provided, however, prior to disclosing such Confidential Information, Consultant shall give MCERA prompt prior written notice of such requirement so that MCERA may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not sought or obtained, or MCERA waives compliance with the terms hereof or to the extent legally compelled to disclose the Confidential Information, Consultant shall provide only that limited portion of the Confidential Information that is legally required and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Consultant shall promptly notify MCERA should Consultant become aware of or suspect any unauthorized (whether intentional or accidental) use or disclosure of Confidential Information by Consultant and/or its employees or other persons.

c) **Protection and Return of Confidential Information.** Consultant agrees that it shall not remove any Confidential Information in original or copied form from MCERA's premises, except as required in the ordinary course of Consultant's duties hereunder and as necessary for Consultant to perform its obligations hereunder. In the event Consultant removes any Confidential Information from MCERA's premises, Consultant agrees to use best efforts to protect such Confidential Information from unauthorized use or disclosure. Consultant shall promptly return to MCERA immediately upon MCERA's request, any and all documents and materials that contain, refer to, or relate in any way to any Confidential Information, including without limitation any Service Documents as defined herein.

20. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to MCERA is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

21. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or

provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

22. **Compliance with Law.** Consultant shall observe and comply with all applicable MCERA, County of Marin, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

23. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

24. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

25. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

26. **Nondiscrimination.** Neither Consultant nor any officer, agent, employee, servant or sub-Consultant of Consultant shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, or sex, either directly, indirectly or through contractual or other arrangements.

27. **Audit, Inspection and Retention of Records.** Consultant agrees to maintain and make available to MCERA accurate books and records relative to all its activities under this Agreement. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Agreement. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. Consultant shall maintain such data and records in an accessible location and condition for a period of not fewer than four (4) years from the date of final payment under this Agreement. Consultant will permit MCERA to audit all books, accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by Consultant who participated in this Agreement in any way. Any audit may be conducted on Consultant's premises or, at MCERA's option, Consultant shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from MCERA. Consultant shall refund any monies erroneously charged. Consultant shall permit MCERA to make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, and records of personnel or other data related to all other matters covered by this Agreement.

28. **Non-Collusion Covenant.** Consultant represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with MCERA. Consultant has received from MCERA neither an incentive nor special payments or considerations not related to the provision of Services under this Agreement.

29. **Signature Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS WHEREOF**, each party to this Agreement has signed this Agreement effective upon the date set forth above, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

MARIN COUNTY EMPLOYEES' RETIREMENT  
ASSOCIATION

By: \_\_\_\_\_  
Jeff Wickman, Retirement Administrator

\_\_\_\_\_  
[NAME]