



**Amendment Number One to Contract with Mercer  
Health & Benefits LLC, for Provision of  
Employee Benefits Consulting and Actuarial Services**

THIS AMENDMENT Number One (1) (hereinafter referred to as "Amendment"), is made and entered into, upon execution of all necessary signatures, by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County"), and Mercer Health & Benefits LLC, with a place of business at 17901 Von Karman Avenue, Suite 1100, Irvine CA 92614, (hereinafter referred to as "Contractor"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

WHEREAS, County and Contractor executed Contract for Provision of Employee Benefits Consulting and Actuarial Services, effective January 1, 2022, through December 31, 2024 (hereinafter "Contract"); and

WHEREAS, the Parties desire to amend the Contract to extend the term for one (1) year, from January 1, 2025, through December 31, 2025, amend Attachment A-Scope of Work and Attachment B-Cost Compensation for Contractor Services effective January 1, 2025; and

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

1. The Contract is hereby extended for one (1) additional year, effective January 1, 2025, and expiring on December 31, 2025.
2. Paragraph 3 of the Contract is hereby amended to read in its entirety as follows:

“3. **Term of Contract:** The Contract shall commence January 1, 2022, and shall continue in effective through December 31, 2025, unless earlier terminated by the County. The Contract Term may be renewed for one (1) additional consecutive one (1) year term, upon the mutual written agreement of the Parties. Renewal of the Contract may require approval by the County Board of Supervisors. Permitted renewals of the Contract provided in this paragraph 3 shall not result in any change in any other term, condition, or provision of this Contract.”

3. Attachment A – Scope of Work, Section h. Virtual Benefits Platform is hereby added as follows:

**h. Virtual Benefits Platform**

1. Deliver platform configuration, hosting, and strategy support for year-round “Virtual Benefits Fair” with branded interface including company logo and colors, up to 35 virtual vendor booths, multimedia embedding: such as videos, podcasts, and webinars/presentations, direct-to-email communication with vendors, resources library, event calendar, educational video gallery, employee incentive program, site-usage analytics, links to enrollment site, and up to 5 hours of ongoing digital support.
2. Maintain platform for year-round access.
3. Configure live-chat functionality during Open Enrollment for up to 6 vendors + 1 company account, including standardized content, auto-response messages, and reference material and training for internal HR team and participating vendors.

4. Maintain site security.

4. Attachment B – Cost/Compensation for Contractor Services, Section 1. Compensation, is hereby amended to read in its entirety as follows:

**Attachment B**

**Cost/Compensation for Contractor Services**

**1. Compensation:** This is a fixed price Contract between the County and Contractor for the Provision of Employee Benefits Consulting and Actuarial Services as provided in Attachment A, Scope of Work. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. If the actual hourly rate incurred for these services provided result in a lower fee in any given contract term than the total contract amount designated below as applicable for that term, then the County will only be responsible to pay the lower cost of the actual hourly rate incurred. If the actual hourly rate incurred for the services provided result in a higher fee in any given term than the total contract amount designated below as applicable for that term, then the County will only be responsible to pay the total contract amount for that term. Such payment shall constitute full remuneration as described above.

The Total Contract amount for this Contract Term (years 1, 2, and 3 as specified below) will not exceed: \$1,845,000.

There is an option to renew the Contract for two additional one-year periods (year 4 and 5).

Total Estimated Price for year 4 and year 5 is \$1,700,000.

The County shall have no obligation to pay any sum in excess of total Contract amount specified unless authorized by amendment.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required.

**1. Payment Schedule:**

A. Consulting Services - Hourly Rate for each level of staff

<b>Classification/Title</b>	<b>Hourly Rate Years 1 - 3</b>	<b>Hourly Rate Year 4</b>	<b>Hourly Rate Year 5</b>
Senior Actuary	\$461.49	\$475.33	\$489.59
Senior Consultant	\$440.27	\$453.48	\$467.08
Attorney	\$424.36	\$437.09	\$450.20
Consultant	\$291.75	\$300.50	\$309.52
Actuarial Consultant	\$312.17	\$321.54	\$331.18
Actuarial Associate	\$262.51	\$270.39	\$278.50
Actuarial Analyst	\$212.18	\$218.55	\$225.10
Associate	\$245.34	\$252.70	\$260.28
Analyst	\$196.27	\$202.16	\$208.22
Support Staff	\$95.48	\$98.34	\$101.29

B. Communication Projects

Communication Type	Fees
<b>PDF (static)</b>	<ul style="list-style-type: none"> <li>• 2-page document: \$7,000</li> <li>• 4- page document: \$11,000</li> <li>• 8-page document: \$13,000</li> <li>• 12-page document: \$15,000</li> <li>• 20-page document: \$25,000</li> <li>• 24-page document: \$35,000</li> </ul>
<b>Interactive PDF</b> (via clickable PDF)	<ul style="list-style-type: none"> <li>• 8-page document: \$16,000</li> <li>• 12-page document: \$20,000</li> <li>• 20-page document: \$35,000</li> <li>• 24-page document: \$45,000</li> </ul>
<b>Postcard</b>	\$8,000
<b>Poster</b>	\$6,000
<b>Video</b>	\$27,000 for up to 3 minutes
<b>Email</b>	<ul style="list-style-type: none"> <li>• No design: \$4,000</li> <li>• With design: \$7,000</li> <li>• Develop email template: \$3,000</li> </ul>
<b>Presentation (with script)</b>	<ul style="list-style-type: none"> <li>• 15 slides: \$20,000</li> <li>• 20 slides: \$25,000</li> <li>• 25 slides: \$30,000</li> </ul>
<b>FAQs</b>	10 questions: \$8,000 20 questions: \$14,000

C. Virtual Benefits Fair and Year-Round Kiosk

Item	Description	Cost
Virtual Benefits Fair and Year-Round Kiosk	Platform Configuration, Hosting, and Strategy Support	\$60,000
Live-Chat	Configure functionality for standardized content, auto-response messages, reference materials and training	\$14,000
	Additional vendors	\$2,000 per vendor
Security	Maintain site security	\$5,000

- Firm Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
- Payment Terms:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference contract number on invoice. Payment will be net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the contractor. Billing shall cover services

and/or goods not previously invoiced. The contractor shall reimburse the County of Orange for any monies paid to the contractor for goods or services not provided or when goods or services do not meet the contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

**5. Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address, if different from 1 above
3. Name of County agency/department
4. Contractor/Subordinate contract or number
5. Type of fees/service
6. Sales tax, if applicable
7. Dates of fees/service
8. Name and number of hours worked for each staff member (Consulting Services Only)
9. Brief description of fees/service
10. Contractor’s Federal I.D. Number

The Contractor shall be fully responsible for providing an acceptable invoice to the County. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

The Contractor will provide subsidiary reports to support County’s ability to submit Federal or State claims (i.e., COVID related activities).

The County’s Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Invoices and support documentation are to be forwarded to:

Robin Gurien, Project Manager  
Human Resource Services/Employee Benefits  
400 W. Civic Center Blvd, Suite 111  
Santa Ana, CA 92701


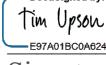
The County’s Project Manager at HR/Employee Benefits is responsible for approval of invoices and subsequent submittal of invoices to the County Auditor-Controller for payment processing.

**6.** Except as amended herein, all other terms and conditions, including those terms of the Contract and any amendments/modification are incorporated by this reference as if fully set forth herein and shall remain in full force.

**\* Signature Page \***

The Parties hereto have executed this Amendment to Contract on the dates shown opposite their respective signatures below.

**Mercer Health & Benefits LLC**

Melanie Stangl	Partner
Print Name	Title
 <small>Signed by: B0BC2CB49EB1426...</small>	10/15/2024
Signature	Date
Tim Upson	Partner
Print Name	Title
 <small>DocuSigned by: E97A018C0A62426...</small>	10/15/2024
Signature	Date

**\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

**The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.**

**The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.**

**In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.**

\*\*\*\*\*  
County of Orange, a political subdivision of the State of California

Print Name	Title
Signature	Date

Approved by Board of Supervisors on: Date \_\_\_\_\_

APPROVED AS TO FORM:

  
DocuSigned by:  
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Deputy, Office of County Counsel  
Orange County, California