



**Amendment Number One to Contract for
Administration of a Health Reimbursement Arrangement Program**

This AMENDMENT Number One (1) (hereinafter “Amendment”) to Contract for Plans Administration of a Health Reimbursement Arrangement (HRA) Program with(the “Contract”) is made and entered into upon execution of all necessary signatures between ICMA Retirement Corporation, and/or any successor, assign or affiliate, with a place of business at 777 North Capital Street, N.E., Washington, D.C., 20002 with respect to the services to be provided by ICMA-RC (hereinafter “Contractor”) and the County of Orange, a political subdivision of the State of California (hereinafter “County”), which are sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

WHEREAS, County and Contractor entered into Contract for Plans Administration of a Health Reimbursement Arrangement (HRA) Program for the County of Orange, commencing on April 1, 2014 and expiring on March 31, 2017; and renewable for up to one (1) additional two (2) year term, upon mutual agreement of the Parties. Renewal of the Contract may require approval by the County Board of Supervisors.

WHEREAS, both Parties desire to revise the fees section of the Contract to modify the fee structure of the plan; and

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

1. Section 1 “Total Pricing Considerations” of Attachment B shall be amended to read as follows:

“In accordance with the Plan Document, all administrative fees relating these services will be borne by the Participants. While it is understood that under the final agreed upon alliance arrangement the Contractor will receive investment management fees and expenses and/or various revenue from outside parties not limited to commissions, reimbursements, sub-transfer agency, 12(b) 1 or broker fees, any such fees shall be credited by to participant accounts. The County requires the Contractor to provide the County with full and complete disclosure of all costs, fees, and revenue received and any and all financial relationships with third-parties that will be involved, directly or indirectly, in connection with the Plans or the County’s account. Additionally, Contractor will ensure no commissions or any other incentive are provided regarding any service and/or products that are marketed to Participants.”

2. Section 2 “Administrative Fees” section of Attachment B shall be amended to read as follows:

Annual administrative fees are listed below. Each quarter, twenty-five percent (25%) of the fees will be assessed to participant accounts. These fees will be reflected on participants' quarterly statements. No employer-level fees will be charged for the Plan. Plan asset fees are applied to both variable and fixed assets, if applicable.

Asset based fees and annual account fees will be applied as follows:

Attachment C - Amendment No. 1 to Contract with ICMA-RC

Plan Asset Fee: 0.40%

Annual Account Fee: \$80

* In the event assets increase significantly, the County reserves the right to request to discuss fee reductions with the Contractor.

3. All other terms and conditions of the Contract, except as amended herein, shall remain unchanged and in full force and effect.
4. This Amendment shall be effective as of the date of execution by all Parties.

* Signature Page Follows *

*** Signature Page ***

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

ICMA-RC

Print Name Title

Signature Date

Print Name Title

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:

Attachment C - Amendment No. 1 to Contract with ICMA-RC

Deputy, Office of County Counsel
Orange County, California