



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

THIS AMENDMENT Number Three (hereinafter “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 “County”), and Mercer Health & Benefits LLC, with a place of business at 17901 Von Karman Avenue, Suite 1100, Irvine CA 92614, (hereinafter “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 December 8, 2016 through December 7, 2019 (hereinafter “Contract”); and

WHEREAS, the Parties entered into Amendment Number One of the Contract to renew the Contract for one (1) additional year from December 8, 2019 to December 7, 2020; and

WHEREAS, the Parties entered into Amendment Number Two of the Contract to renew the Contract for one (1) additional year from December 8, 2020 to December 7, 2021; and

WHEREAS, both Parties desire to extend the Contract through December 31, 2021 and amend Attachments A and B of the Contract;

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

1. Pursuant to Article 4 of the Contract, the Contract is hereby extended through December 31, 2021.
2. Attachment A – Scope of Work, Section II is hereby amended to include:

g. Communication Projects:

1. Contractor shall assist the County with ad-hoc communication projects on an as needed basis, subject to and at the direction of the County.
2. For any project requested by the County, Contractor shall first conduct a discovery session to understand County needs, requirements, audience, number of versions, and method of delivery.
3. Based on the discovery session, Contractor shall provide a Statement of Work to the County. The Statement of Work outlines the communication to be prepared, costs, and expected timing. Contractor requires a signature of the Statement of Work before beginning any work.
4. Contractor shall provide writing, editing, communication peer review, graphic design and layout, and project management services.
5. Contractor shall draft language and provide:

- a. One draft in a text version to the County to review and provide feedback.
 - b. One draft in layout with pictures, graphics, and text.
 - c. One final draft for approval.
6. Contractor shall provide one version of each communication, unless otherwise specified.
 7. For foreseen problems, Contractor will build time into the project plan to avoid extra drafts wherever possible. For unforeseen changes, Contractor will charge for additional rounds of review depending on the hours required to make updates. Contractor will provide an estimate of time required upfront and charge time on an hourly basis using the applicable hourly rates specified in Attachment B.
 8. Upon approval by the County, Contractor shall provide final files for printing, posting, and distribution at the County’s discretion.
 9. Contractor shall not be responsible for printing, mailing, translation, or distribution of communication materials.
 10. The following are agreed upon fees for the specified communication documents. For any communication projects not specified below, County and Contractor shall come to a mutual agreement on fees prior to commencement of any work.

Communication Type	Fees
PDF (static)	<ul style="list-style-type: none"> • 2-page document: \$7,000 • 4- page document: \$11,000 • 8-page document: \$13,000 • 12-page document: \$15,000 • 20-page document: \$25,000 • 24-page document: \$35,000
Interactive PDF (via clickable PDF)	<ul style="list-style-type: none"> • 8-page document: \$16,000 • 12-page document: \$20,000 • 20-page document: \$32,000 • 24-page document: \$45,000
Postcard	\$6,000
Poster	\$6,000
Video	\$27,000 for up to 3 minutes
Email	<ul style="list-style-type: none"> • No design: \$4,000 • With design: \$7,000 • Develop email template: \$3,000
Presentation (with script)	<ul style="list-style-type: none"> • 15 slides: \$20,000 • 20 slides: \$25,000 • 25 slides: \$30,000
FAQs	10 questions: \$8,000 20 questions: \$14,000

3. Attachment B – Compensation/Payment Section 2 is hereby amended to include:

B. Communication Projects – Refer to Fees Table on Page 24.

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

(Signature page to follow)

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

Mercer Health & Benefits LLC

By: <u>Melanie Stangl</u>	<u>Principal</u>
Print Name	Title
<u>Melanie Stangl</u>	<u>8/30/2021</u>
Signature	Date

By: <u>Tim Upson</u>	<u>Partner</u>
Print Name	Title
<u>Tim Upson</u>	<u>8/30/2021</u>
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.

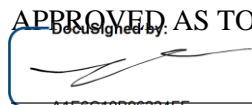
In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

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:


 Deputy, Office of County Counsel
 Orange County, California