

Fourth Amendment to the Health Care Consultant Agreement
between
The City of Overland Park, Kansas
and
Mercer Health & Benefits LLC

This fourth amendment (the “Fourth Amendment”) is made as of November ____, 2012, by and between the City of Overland Park, Kansas (“City”) and Mercer Health & Benefits LLC (“Consultant”).

WHEREAS, City and Consultant entered into a Health Care Consultant Agreement commencing on June 1, 2007 (the “Agreement”) whereby City engaged Consultant to provide certain services to City under the terms and conditions set forth in the Agreement; and

WHEREAS, the City and Consultant subsequently on May 30, 2010 entered into an amendment to the original June 1, 2007 Agreement, (the “Amendment”) whereby the parties agreed to certain limitations of liability and other matters; and

WHEREAS, the City and Consultant subsequently on June 20, 2011 entered into a Second Amendment to the original June 1, 2007 Agreement and the May 30, 2010 Amendment to the Health Care Consulting Agreement, (the “Second Amendment”) whereby the parties agreed to certain terms and conditions; and

WHEREAS, the City and Consultant subsequently on July 9, 2012 entered into a Third Amendment to the original June 1, 2007 Agreement, the May 30, 2010 Amendment, and the June 20, 2011 Second Amendment, (the “Third Amendment”) whereby the parties agreed to certain terms and conditions; and

WHEREAS, the parties now wish to further amend the Agreement and all subsequent amendments, as provided below.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree to amend the following provisions of the Agreement and subsequent amendments:

1. **SECTION IV. RESPONSIBILITIES AND OBLIGATIONS OF CONSULTANT** shall be amended by replacing the existing language with the following provisions:

Consultant shall provide a comprehensive review of the City’s health benefits program and will assist in the ongoing management of its self-funded health plan and insured dental programs. The Consultant will work with the City’s Human Resources Department and management staff. The consultant will also be asked to periodically prepare and make presentations at meetings of the City’s Executive Leadership Team, the City Council and/or standing committee(s) of the City Council. The following describes the services and deliverables the Consultant agrees to provide pursuant to the terms of this Agreement:

A. Evaluate current City health benefits and related financial performance and data.

- 1) Review the City’s current health and dental benefits plans, including evaluation of

- data on plan member demographics, claims, premiums and other data/information necessary to provide a comprehensive analysis and evaluation of the plans.
- 2) Review and evaluate the financial structure, premiums, reserves, fees, administrative and stop loss insurance related to the City health benefits plans.
 - 3) Recommend alternative methods for the City's consideration for all aspects of the health benefit plans, including (but not limited to) plan design, self insured structure, plan pricing, plan funding and employee/employer premium structure.
 - 4) Recommend other actions or reviews that would assist in the City's understanding of the current state of the plan.

B. Plan Design and Rate Negotiation

- 1) Provide recommendations for and assist in the design of the City's health and dental plans.
- 2) Draft and distribute RFP's to carriers and/or administrators.
- 3) Evaluate responses to RFP, including funding options and cost analyses.
- 4) Present results and make recommendations to facilitate the City's plan selection.
- 5) Assist the City in negotiations with selected carrier(s) and administrator(s).

C. Medical Plan Management

- 1) Provide monthly and/or quarterly review and analysis of health and dental benefit plan expenses including an analysis of claims data and summaries of claims, administrative and stop-loss expenses.
- 2) Provide analysis and review of loss ratio and claims history, and emerging utilization trends.
- 3) Conduct annual benchmarking in terms of health benefit plan design and premium contribution of city's health plans against other comparable organizations on a national, regional, and local basis.
- 4) Evaluate plan financial performance and funding strategy.
- 5) Evaluate reserve status and requirements.
- 6) Assist in evaluating the effectiveness of the City's wellness initiatives.
- 7) Assist in evaluating the efficiency of the administrative service provider's performance and reporting and determination of ongoing reporting needs.
- 8) Provide actuarial certification for the City's COBRA rates and provide actuarial attestation for the Medicare Part D subsidy should the City make application.

D. Employee Benefit Regulatory Affairs

- 1) Review and assist the City in interpreting federal (and state if applicable) laws and regulations impacting the Health Plan.
- 2) Assist in an advisory capacity with the City's Appeals Board in reviewing and ruling on appeals from members covered by the Health Plan.
- 3) Review plan documents and provide interpretation.
- 4) Research legal and technical issues and provide information in response to legal and technical questions regarding employee benefit issues.

E. Employee Communication

- 1) Assist with planning and coordinating annual open enrollment and with other employee meetings as needed regarding the City's group health and dental plans.
- 2) Help educate employees in the effective use of plans in containing costs and assist with development of employee communication materials.

F. Long-Range Planning

- 1) Provide ongoing review of City's group health and dental programs.
- 2) Assist in development of long-range plans and objectives for the City's health benefit plans.
- 3) Review and discuss contribution and pricing strategies.
- 4) Keep apprised of new products and trends in the health insurance industry and the Kansas City marketplace.
- 5) Provide ongoing review of existing programs; recommend changes in plan provisions, delivery systems, financing alternatives, employee/employer contributions and other areas as may be deemed appropriate by the City and the Consultant.
- 6) Provide assistance in the implementation of all new plans or changes to existing plans.

G. Feasibility study for on-site clinic.

- 1) In accordance with the Statement Of Work attached as Exhibit A to the Third Amendment conduct a feasibility study for an on-site clinic operations for the City.
- 2) Using Consultant's proprietary on-site clinic feasibility projector, provide a preliminary three year projection of the possible financial impact of the City's introduction of an onsite clinic.
- 3) Quantify the three-year projected savings from the possible implementation of on-site clinic services.
- 4) Provide the deliverables more specifically set forth in Exhibit A attached to the Third Amendment.

H. On-site Clinic Consulting.

- 1) In accordance with the On-site Clinic Consulting Statement of Work attached hereto as Exhibit A to this Fourth Amendment, review on-site clinic delivery models, establish the conceptual framework that will guide City's On-site clinic RFP development and vendor candidate considerations and provide such other services as necessary and appropriate to fulfill the Consultant's obligations pursuant to the Statement of Work.
- 2) Utilize previous feasibility analyses and the City of Overland Park-specific clinic goals and objectives, preferred on-site services and programs, selected clinic delivery model and identified human capital strategies to develop a On-site clinic RFP and timeline.

- 3) Create a succinct On-site clinic RFP specific to the needs and requirements of the City of Overland Park.
 - 4) Apply Consultant's proprietary scoring methodology to the On-site RFP responses in order to assess, score and rank written proposals.
 - 5) Provide a list of potential vendor partners and their capabilities including recommendations on which ones might be an appropriate fit for the City of Overland Park.
 - 6) Provide the deliverables more specifically set forth in Exhibit A attached hereto.
2. **SECTION VI. CONSIDERATION AND PAYMENT TERMS** shall be amended by replacing the existing language with the following provisions:

Except as otherwise provided in this Section VI, City shall pay Consultant the following compensation for services provided to the City:

June 1, 2012 to May 31, 2013

Medical and Dental ongoing services	\$62,500.00
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June 1, 2013 to May 31, 2014 (should the City renew this Agreement)

Medical and Dental ongoing services	\$65,600.00
Medical Marketing Project	\$20,000.00
Dental Marketing Project (if required)	\$5,000.00

Feasibility Study for On-site Clinic

No more than \$10,000, based on satisfactory performance of services and the submission of detailed monthly statements of services separate from the monthly statement set forth below under Payment Terms.

On-site Clinic Consulting

No more than \$30,000, based on satisfactory performance of services and the submission of detailed monthly statements of services separate from the monthly statements set forth below under Payment Terms.

In addition, the parties acknowledge that the Consultant is entitled to receive the following compensation in the form of commissions on ancillary insurance coverage as indicated below:

American Family Assurance Company (AFLAC):

Cancer Insurance

Standard commission schedule for new policies written after 6/1/11

Lincoln Financial:

Basic Life & Dependent Life Insurance;

Basic AD&D;
Long Term Disability;
Optional Life;
Optional Short Term Disability;
Commissions:
All coverages pursuant to commission schedule

Application Software, Inc. (ASI)
Flex Administration
Net of commissions

Corporate Care:
Wellness Program
Net of commissions

UNUM Life Insurance Company:
Long Term Care Insurance
Commissions:
Pursuit to commission schedule

Payment Terms

Consultant is to remit a monthly invoice for one-twelfth (1/12) of the annual consideration as set forth in Paragraph A above, to the City's Manager, Personnel Services that records the Consultant's monthly activity and the hours expended. Payment for services rendered by Consultant is due and payable by City within 30 days of receipt of invoice from Consultant.

Cash Basis Law

The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current budget year. In the event the City does not so budget and appropriate the funds, the parties shall be relieved from all obligations, without penalty, under this Agreement.

3. **SECTION XII. TERM**, shall be amended and restated to read as follows:

The term of this Agreement shall commence on June 1, 2012 and shall continue in force through May 31, 2013, unless sooner terminated as provided in this Agreement. The parties agree that the term of this Agreement shall be considered continuous and without interruption from the date of execution by the parties through the term set forth in this Fourth Amendment, unless otherwise terminated as provided in this Agreement, notwithstanding this Fourth Amendment is executed subsequent to May 31, 2012. In addition, the parties agree that the term of this Agreement may be extended for an additional one-year term upon the mutual written agreement of the City and the Consultant.

4. Other Terms. All other terms and provisions of the Agreement as amended by subsequent amendments and, not otherwise amended hereby, shall remain in full force and effect. In the event of any inconsistency between the terms of this Fourth Amendment and the Agreement, the terms of this Fourth Amendment shall govern and control.

5. Severability. It is the intent of the parties that the provisions of this Fourth Amendment shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Fourth Amendment or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified deleted or interpreted in such a manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Fourth Amendment as modified, enforceable and the balance of this Fourth Amendment shall not be affected thereby, the balance being construed as severable and independent.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have accepted, agreed and executed this Fourth Amendment in triplicate this ____ day of November, 2012.

ATTEST:

CITY

By: _____

APPROVED AS TO FORM:

 Michael R. Santos
 City Attorney

Mercer Health and Benefits LLC

By: _____

ATTEST:

 Asst. Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED That on this _____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of Mercer Health and Benefits LLC, a corporation duly organized, incorporated, and existing under and by virtue of the laws of _____, who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the above instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Appointment Expires



David Keyt
Principal

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Mike Garcia
Chief Human Resources Officer
City of Overland Park
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October 24, 2012

Subject: Statement of Work ("SOW")

Dear Mike:

Mercer is delighted to have the opportunity to propose our worksite clinic consulting services to the City of Overland Park. Our goal is to provide the City of Overland Park with unparalleled service, which begins with a customized approach that leverages deep subject matter expertise, keen analytics, proven project management and successful program implementation. Our commitment to the City of Overland Park is to work in partnership with you to find the best solution to fit your population's specific situation.

The objective of this Statement of Work ("SOW") is to confirm the scope of our work and the compensation for this engagement. This SOW is subject to the terms and conditions contained in our original agreement executed June 1, 2007, and the subsequent amendment executed July 9, 2012. All capitalized terms not defined in this SOW shall have the meanings ascribed to them in our existing engagement letter.

Project Details

1. Project name: **Onsite Clinic Consulting**
2. Description of Mercer responsibilities:

PHASE 1: STRATEGY REVIEW/ DESIGN CONSIDERATIONS

The purpose of this phase is to confirm the City of Overland Park's objectives, review on-site clinic delivery models, establish the conceptual framework that will guide the RFP development and vendor candidate considerations, refine the approach and reach agreement on a work plan. To accomplish this, Mercer will:

- Discuss and confirm the City of Overland Park's overall health benefit objectives, future plans, HR goals, employee/labor relations climate, non-occupational health history, financial issues,

philosophy on your benefit programs, which all will set the context for potential changes in the clinic model

- Review relevant details of the City of Overland Park’s planned clinic program including staffing composition, service offering, utilization levels, reporting and tracking systems, and general operational profile, e.g. clinic size, hours of operation and equipment
- Review emerging trends and approaches to employer-sponsored clinic models including overall scope, service mix, member eligibility, reach, incentive strategies and staffing considerations
- Summarize potential clinic integration points, including current health and wellness programs, vendor relationships, and data management initiatives
- Outline the pros and cons of contracting with established commercial work-site clinic vendors or working with local or regional provider groups that can offer on-site clinician staffing and also clinic operational management
- Outline project steps and timing that can be used to support the project.

PHASE 2: RFP FOR OUTSOURCED ON-SITE HEALTH FACILITIES

This section of our proposal describes how we will work with you on the RFP and vendor selection. Included below is a description of our approach, a proposed timeline, final deliverables, and best practice experience.

This phase will utilize previous feasibility analyses and the City of Overland Park-specific clinic goals and objectives, preferred on-site services and programs, selected clinic delivery model and identified human capital strategies to develop the RFP and timeline.

Using Mercer’s RFP Template for On-site Clinic Services, **20 questions will be selected** to create a succinct RFP specific to the needs and requirements of the City of Overland Park. We will apply our proprietary scoring methodology to the RFP responses in order to assess, score and rank written proposals.

Through our experience on similar projects, Mercer is familiar with the commercial clinic staffing and management vendor landscape having actively evaluated, selected, and implemented vendors for numerous employer clients. **We will provide a list of potential vendor partners and their capabilities including recommendations on which ones might be an appropriate fit for the City of Overland Park.** We understand that the RFP will be made available publicly.

Mercer will select questions from the following assessment categories in order to receive only the information from bidders that is truly necessary in order to select the ideal vendor partner:

- Tenure in the marketplace
- Experience with public sector clients of similar size and nature
- Philosophy and capabilities
- Operational track record
- Account management structure
- Technology systems
- Reporting capabilities
- Data management and transfer
- Ability to interface and integrate with the City of Overland Park's other vendors and programs
- Integration management and demonstrated success
- Implementation process and approach
- Project management experience and expectations
- Quality management process
- Staffing and management capabilities

This evaluation will focus explicitly on selected vendors' value propositions in terms of meeting the City of Overland Park's business requirements and their ability to offer competitive pricing with substantive fees at risk to guarantee strong clinical, operational and financial outcomes.

The vendor evaluation process will include the following activities:

- Review vendor landscape and discuss which ones are likely to be the best fit for City of Overland Park
- Creation of preliminary selection criteria to narrow the proposals received to 5 that will require comprehensive evaluation
- Review vendor financial savings projections and assumptions for likely impact to the City of Overland Park
- Analyze vendor financial proposals and provide feedback on which fees are most competitive
- Compare proposed services for alignment with the City of Overland Park's desired outsourced on-site services and expectations
- Review and summarize fee and performance guarantee proposals for likelihood of satisfying business requirements (e.g., staying within budget and meeting/exceeding performance guarantees)
- Identification/recommendation **of two finalists**

- Facilitation of **two on-site vendor finalist presentations**
 - Utilizing tools to manage the on-site review of the vendor finalists:
 - Vendor-specific presentation agenda – topics/timeframe to cover during the meeting
 - Presentation evaluation workbook – guide used to track and document information

A site visit to a client clinic of the selected finalists will provide City of Overland Park with the comparative practical information required to fully evaluate the provisional vendor's operational capabilities, facilitate final decision making, and set the stage for a productive negotiation. To assist the City of Overland Park, Mercer's activities will include:

- Organizing a client clinic site visit (2-3 hours on-site) for the selected vendor finalists (Mercer will NOT attend)
- Scheduling technology demonstrations for the two finalists, including developing an agenda (Mercer will NOT attend)
- Facilitating vendor client reference calls, with provision of an interview questionnaire

After these due diligence steps have been concluded, Mercer will organize a conference call to debrief and facilitate decision making.

Once the City of Overland Park has determined its vendor-of-choice, Mercer will perform detailed non-legal contract review and final negotiations. Upon reviewing the initial contract submitted by the vendor, we will provide feedback to City of Overland Park on recommended changes and considerations.

Outcomes of this effort will be to:

- Develop a thorough and accurate scope of services agreement
- Develop appropriate language to safeguard against business interruptions for the vendor such as change of ownership or mergers and acquisitions
- Reporting requirements by content and interval
- Negotiate favorable fees and risk arrangements, including performance guarantees, leveraging Mercer's extensive market experience and sizable book of business

Project Deliverables:

- Presentation of Vendor Operator Landscape
Key Features: Comparative strengths and weaknesses, recommendations
- Customized RFP of 20 Questions including Comprehensive Financials
Key Features: Based on business requirements, best practice question sets
- Presentation of RFP Analysis
Key Features: Proprietary scoring system, vendor strength and weaknesses, vendor points of differentiation, Mercer validated summary of vendor fees, operational costs, and savings estimates, recommendations
- Negotiated Pricing
Key Features: Based on market benchmarks
- Recommended Changes to Contract
Key Features: Based on specific needs of City of Overland Park
- Recommended Performance Guarantees
Key Features: Best practice metric set modified for the needs of City of Overland Park
- Reference Questionnaire
Key Features: critical questions for gathering valuable due diligence information
- Finalist Agenda and Scoring Workbook
Key Features: critical criteria to identify points of differentiation, scoring format to facilitate discussion leading to a consensus decision

PHASE 3: IMPLEMENTATION (OPTIONAL)

Oversight of implementation managed by third party vendor(s) selected

This section of our proposal describes how Mercer can work with the City of Overland Park and the chosen Third Party Vendor on the implementation of the City's planned clinic.

The level of implementation support needed can vary widely based on the chosen vendor partner. As an example, a local physician would have limited experience and resources and would need significant support in the design and implementation of an on-site clinic that is consistent with best practices. Typical areas of concern include electronic medical record design, policies and

procedures, referral network development, communications plans, legal and compliance, and data integration. For pricing purposes, it is assumed that an experienced national third party vendor is selected that requires minimum project oversight. David Keyt, M.S. will fulfill this role, leveraging his experience on over 20 clinic implementations.

As the project manager for the City of Overland Park, David will ensure that the clinic project is implemented according to plan, on schedule, and within budget. Mercer is well positioned to proactively identify and avoid potential roadblocks and project pitfalls. For on-site clinics, the most common implementation issues include:

- Difficulties filling staff positions
- Legal/regulatory issues
- Construction delays

TEAM BIOGRAPHIES:

Bruce Hochstadt, MD, MBA

Bruce manages Mercer's national consulting practice addressing employer worksite (on-site/near-site) clinics. He is a Chicago-based consultant in Mercer's Total Health Management Practice with experience in the medical management and delivery side of health care.

Prior to joining Mercer Health & Benefits, Bruce was the National Health Management Practice Leader at another major health benefits consulting firm where he established an active practice advising employer clients on worksite health facilities. Bruce has consulted on over 150 worksite clinic projects for public and private-sector employer groups ranging from 500 to over 500,000 covered lives.

Bruce has helped to develop analytics for modeling potential worksite clinic utilization, savings (direct medical expense and lost time reduction) and clinical outcomes improvement. He has applied objective metrics to the ongoing measurement and evaluation of on-site clinics financially and clinically, as well as subjective ones to gauge employee perceptions, adoptions rates and satisfaction levels.

Bruce holds a bachelor's degree in biochemistry from Harvard University, a medical degree from Boston University and a master's degree in business administration from The Wharton School of the University of Pennsylvania in healthcare management.

David Keyt, MS

David has been a consultant in the Health & Benefits practice in Mercer's Chicago office and a member of the National Total Health Management (THM) Group since 2005. His role as a Principal is to provide consulting services to various clients as it relates to their clinic related health management programs/strategies by developing, implementing, and evaluating on-site health programs.

David has worked as a consultant for more than 125 clients and 200 projects involving employer-sponsored health centers. His on-site health work at Mercer includes: development of conceptual frameworks, financial feasibility modeling, vendor evaluation and selection, contract negotiations, implementation, auditing, development and monitoring of performance standards, incentive strategy and program measurement and evaluation.

Through his experience he has gained working knowledge of and established relationships with best-in-class vendors for programs across the health care continuum. David collaborates with Mercer's Health & Benefits practice in areas such as RFP analysis, renewal process, network evaluation, data analysis, and benchmarking.

David holds a bachelor's degree in economics from Colgate University and a master's degree in applied health from the University of Illinois. David currently holds his Group Benefits Associate (GBA) designation and is studying for a CEBS designation.

3. Description of client responsibilities:

The City of Overland Park will be asked to attend meetings as described within this statement of work and provide reasonable information/guidance to Mercer as needed

4. Period of time over which work will be performed:

Below is our preliminary estimate of the timing for the key project steps.

Primary Tasks/ Deliverables	Timeframe	City of Overland Park	Mercer
Phase 1: Strategy Review/Design Considerations	1 Week		
Meeting to review project plan, strategy and design considerations	Week 1	√	√
Phase 2: Vendor Selection, Negotiation and Contracting	15-19 Weeks	City of Overland Park	Mercer
Identification of potential vendors and assessment of vendor capabilities	Week 1		
<ul style="list-style-type: none"> ▪ Develop list of potential vendors ▪ Establish preliminary finalist selection criteria ▪ Meet to discuss list of potential vendors and their capabilities ▪ Request verbal interest from vendors 		√	√
Deliverable: Presentation of Vendor Operator Landscape			
Development of Request for Proposal	Week 1		
<ul style="list-style-type: none"> ▪ Development of draft Request for Proposal ▪ Meeting to discuss RFP 		√	√
Deliverable: Presentation of Customized RFP – 20 Questions			
Evaluation of the Request for Proposal responses	14-18 Weeks		
<ul style="list-style-type: none"> ▪ Release RFP ▪ Respond to vendor questions 		√	√

Primary Tasks/ Deliverables	Timeframe	City of Overland Park	Mercer
▪ Responses due			√
▪ Select 5 vendors for comprehensive review		√	√
▪ RFP Analysis and scoring			√
▪ Development of key findings and recommendations report			√
▪ Meeting to discuss key findings and recommendations report		√	√
<i>Deliverable: Presentation of RFP Analysis</i>			
▪ Finalist presentations (Two Vendors)		√	√
<i>Deliverable: Finalist Agenda & Scoring Workbook</i>			
<i>Deliverable: Reference Questionnaire</i>			
▪ Site visits		√	
▪ Reference calls		√	
▪ Technology demonstrations		√	
▪ Final negotiations			√
▪ Meeting to debrief and make final decision		√	√
<i>Deliverable: Best and Final Pricing</i>			
<i>Deliverable: Recommended Performance Guarantees</i>			
<i>Deliverable: Recommended Changes to Contract</i>			

Primary Tasks/ Deliverables	Timeframe	Responsible Parties		
Phase 3: Implementation Support	16-20 Weeks	City of Overland Park	Mercer	Vendor
▪ Regulatory Compliance		√	√	√
▪ Design & Build-out		√	√	√
▪ Staffing – Training/Hiring		√	√	√
▪ Information Technology		√	√	√
▪ Billing		√	√	√
▪ Integration with City of Overland Park Programs		√	√	√
▪ Marketing & Communications		√	√	√
▪ Equipment & Supplies		√	√	√
▪ Program Launch		√	√	√

Deliverable: Ongoing Project Management Support

5. Compensation/fees:

Our compensation for the Services subject to this SOW will be professional fees in the amount of:

Primary Tasks/ Deliverables	Professional Fees
Phases 1 and 2: Design, Legal, Vendor Selection, Negotiation and Contracting	\$30,000
Phase 3: Implementation Support (Optional)	\$15,000

In addition to other compensation listed, we also bill for necessary travel and other expenses related to the services requested.

Additional Terms

1. We do not act on behalf of any insurer or other service provider, are not bound to utilize any particular insurer or service provider, and do not have the authority to make binding commitments on behalf of any insurer or service provider. In addition, we do not guarantee or make any representation or warranty that coverage or service can be placed on terms acceptable to you. We are not responsible for the solvency or ability to pay claims of any insurance carrier or for the solvency or ability of any service provider to provide service. Insurance carriers or service providers with which your other risk or insurance coverage or other business is placed will be deemed acceptable to you, in the absence of contrary instructions from you.
2. You understand that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to us, an insurer, or other service provider, whether intentional or by error, could result in impairment or voiding of coverage or service. You agree to review all policies, endorsements and program agreements delivered to you by us and will advise us of anything which you believe is not in accordance with the negotiated coverage and terms within thirty (30) days following receipt.
3. You expressly acknowledge that, with respect to the provision of the Services, we are not, nor are any of our Affiliates or subcontractors, an “administrator” within the meaning under applicable law, including the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), nor, with respect to the provision of the Services, are we or any of our Affiliates or subcontractors a “fiduciary” within the meaning under applicable law or ERISA, unless provided otherwise herein or required by applicable law.
4. Title V of the Gramm-Leach-Bliley Act and related state laws and regulations establish limitations on the use and distribution of non-public information collected by financial institutions from their customers and consumers. Our insurance-related work qualifies us as a financial institution under this Act. Our Privacy Policy Notice and additional information regarding other compliance policies at Mercer, including our conflicts of interest policy, are available at www.mercer.com/transparency. At this web address you will also find information regarding Marsh & McLennan Companies, Inc. and its subsidiaries’ equity interests in certain insurers and contractual arrangements with certain insurers and wholesale brokers.
5. Without limiting the generality of Section 2 of our engagement letter, you will inform us at the commencement of our work under each SOW (and thereafter in the event of any change) as to whether or not you or any of your Affiliates are subject to any restrictions or obligations directly

