



Services Agreement

CONTRACT 24-03888PP

Client:	Utah Transit Authority
Contact:	Pat Postell, Procurement and Contracts Specialist
Address:	669 W. 200 South Salt Lake City, UT 84101
Telephone:	801-287-3221
Milliman Practice:	EBAC
	Services Agreement
	Effective Date: February 1, 2025

This Client Services Agreement (the “CSA” or “Agreement”), effective as of the Services Agreement Effective Date, describes the engagement of Milliman, Inc. (“Milliman”) by Utah Transit Authority (“Client”) to provide Services as described herein. While Milliman serves at the pleasure of Client, such Services are subject to and strictly limited by the provisions contained in this Agreement. Under no circumstances is the engagement of Milliman intended to relieve Client, the Plan Administrator, and/or the Trustee(s) of their respective responsibilities under ERISA and the Internal Revenue Code and regulations promulgated thereunder.

Recitals

WHEREAS, Client and Milliman have an existing contract that expires January 31, 2025; and

WHEREAS, Client and Milliman desires to continue the contractual relationship for providing Administration of the UTA Pension Plan, procured under RFP 18-2578, and

WHEREAS, Milliman is willing to continue to provide Pension Plan Administration according to the terms, conditions and specifications of the Agreement.

THEREFORE, the terms of this Agreement will replace and supersede the terms of the existing contract executed as of January 1, 2018.

Subject to the terms of this Agreement, Client hereby engages Milliman to provide the Services described herein for the plans set forth in the attached schedules (individually and collectively the “Plan”), and Milliman hereby accepts such engagement.

1. Services

Milliman will provide the Services as are described herein and set forth in Exhibit A, attached hereto and statements of work referencing this Agreement (“Services”).

2. Fees and Expenses

(a) **Payment of Fees and Expenses.** For the Services provided on or after the Services Agreement Effective Date, Client will pay or cause to be paid to Milliman the fees and expenses specified for such Services. Milliman will invoice Client monthly, and all invoices will be paid within thirty (30) days of its receipt of the invoice. Milliman reserves the right to stop all work if any bill goes unpaid for sixty (60) days. In the event of such termination, Milliman shall be entitled to collect the



outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.

- (b) **Out-of-Pocket Expenses.** Unless otherwise excepted, Milliman's fee schedule is exclusive of direct expenses, including reasonable travel expenses, printing, shipping, trustee stop and repayment charges, IRS 1099R reversal fees, and express mail charges, all of which are charged at cost; provided, however, that all such out-of-pocket expenses will be limited to reasonable costs and airline travel expenses will be limited to nonrestricted coach fares.
- (c) **Additional Fees.** Milliman may assess additional fees for any Services requested by Client which are beyond the scope of the Services described in the attached schedule(s). Such fees will be determined based on standard hourly rates unless another basis is agreed to by Client. Milliman may assess additional fees at standard hourly rates for Services it performs as a result of inaccurate or incomplete data that is provided to Milliman by or on behalf of Client.

3. Information Security and Plan Data

- (a) **Ownership of Plan Data.** Milliman acknowledges that all data with respect to the Plan provided by Client or obtained by Milliman pursuant to this Agreement will be and remain the property of Client. Upon Client's request at any time or times while this Agreement is in effect, and to the extent that all plan fees are current, Milliman will deliver to Client all data in an electronic format.
- (b) **Accuracy of Plan Data.** Milliman will have no obligation to determine whether data received is inaccurate or incomplete. Milliman cannot warrant the correctness of data supplied by Client, the Plan Administrator or third parties, nor can Milliman be responsible for the failure of Client, the Plan Administrator, or any third party to provide data in a timely manner.
- (c) **Completeness of Plan Data.** For any in-scope Services that Milliman performs but must perform using Plan Data that is incomplete and requires Client intervention, Milliman will assess fees for such work using standard hourly rates.
- (d) **Confidentiality of Plan Data.** Except as required by law, Milliman agrees to treat Client's data in a confidential manner. Milliman will inform its employees of the confidential nature of such data and will instruct them not to disclose any such data to any non-Milliman-affiliated third party whatsoever without Client's expressed approval, except as may be necessary in connection with the provision of Services or as may be required by law. This provision survives the termination of this Agreement. Notice will be provided in writing to Client prior to disclosure to any third party.
- (e) **Information Security.** Milliman maintains robust information security practices, written descriptions of which are available upon request and shall apply to the Services performed under this Services Agreement. A third-party auditor shall be engaged to annually review compliance with our information security policies and procedures.
- (f) **Notification of Security Breach.** Security Breach is a confirmed compromise of a system or process within the authority or control of Milliman that results in the unauthorized acquisition, disclosure, loss, modification or use of unencrypted personal data, or encrypted personal data where the encryption key has also been compromised. A good faith but unauthorized or unintentional exposure of personal data by an employee or contractor of Milliman does not constitute a Security Breach if the personal data is not subject to further unauthorized acquisition, disclosure, loss, modification, or use. Should a Security Breach occur, Milliman will inform Client within two (2) business days of determining a Security Breach occurred.

4. Limitation of Liability, Indemnification, and Insurance

- (a) **Limitation of Liability.** Milliman's obligations under this Agreement will be limited to providing the Services contained herein. Milliman will have no responsibility for any acts or omissions that

occurred prior to the Services Agreement Effective Date. Milliman will not be liable for the accuracy, completeness, timeliness or correct sequencing of information obtained from generally accepted sources external to Milliman that in turn are used to create values reported to Client or Plan participants.

Milliman will perform all services in accordance with applicable professional standards. The total liability of Milliman, its officers, directors, agents and employees to Client shall not exceed three million dollars (\$3,000,000) in the aggregate. This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract or otherwise. In no event will Milliman be liable for lost profits of Client or any other type of incidental or consequential damages.

Milliman will perform the Defined Benefit Administration Services, which are described in Schedule A, in accordance with all plan specifications and procedures that have been documented and mutually agreed upon between Milliman and Client ("Documented Plan Specifications"). To the extent that any errors are the result of circumstances outside of the Documented Plan Specifications, Milliman will not be liable to the Plan or its participants.

The foregoing limitations will not apply in the event of Milliman's breach of a fiduciary duty under ERISA, should any fiduciary duty apply to Milliman, gross negligence, intentional fraud, or willful misconduct.

- (b) Delays or Failures.** Neither Milliman nor Client will be liable for any delay or failure in performance of this Agreement resulting directly or indirectly from any cause beyond their control, including, without limitation, acts of nature, acts of war, governmental actions, fire, labor strikes, work stoppages, civil disturbances, interruptions or unavailability of power or other utilities, unavailability of communications facilities, failure of electronic or mechanical equipment, failure of communication lines or equipment, or other interconnection problems, or failure of Milliman's suppliers.
- (c) Indemnification.** Client agrees that it will be responsible for satisfying any losses, claims, damages, judgments, liabilities or reasonable expenses (including reasonable attorneys' fees and expenses) of or against Milliman and its respective officers, employees and agents, resulting from or arising in connection with (i) inaccurate data provided by Client to Milliman, (ii) Client's gross negligence or willful misconduct, or (iii) arising from unauthorized access or use of Milliman's system, data, or services involving Client or third party vendor of Client. Milliman agrees that it will be responsible for satisfying any losses, claims, damages, judgments, liabilities, reasonable expenses (including reasonable attorney's fees and expenses) of or against Client, its affiliates and its respective officers, employees and agents, or the Plan resulting from or arising in connection with Milliman's gross negligence or willful misconduct. The term "affiliate" means any member of a controlled group of corporations or a group or trades or businesses under common control, within the meaning of Sections 414(b) and 414(c) of the Internal Revenue Code. This provision survives the termination of this Agreement.
- (d) Recovery of Overpayments.** In the event of an overpayment to a participant in the Plan, Client agrees to take all reasonable steps to recover the overpayment, and Milliman will have no liability with respect to any overpayment which could have been recovered through reasonable efforts by Client. Milliman will assist Client in seeking such restitution by drafting letter that Client can send out on its letterhead, by providing historical data and backup information as needed by Client in seeking recovery, and any other support requested by Client in seeking this restitution. If the overpayment is due to an error for which Milliman is not liable, as described in Section 4(a) above, then such additional costs incurred by Milliman will be reimbursed by Client.
- (e) Insurance.** Milliman shall maintain during the term of this Agreement, and for three years thereafter, Professional Liability/Errors and Omissions insurance (including Cyber Liability/Network

Security coverage) in excess of \$100,000,000 covering Milliman and its employees. Milliman shall also maintain \$5,000,000 in third party Fidelity/Crime insurance coverage.

5. Term and Termination of Agreement

- (a) **Term.** This Agreement shall commence as of the Effective Date and shall remain in full force and effect for an initial one-year period expiring January 31, 2026. Client may, at its sole election and in its sole discretion, extend the initial term for up to two additional one-year option periods, for a total Agreement period not to exceed three (3) years. Extension options may be exercised by Client upon providing Milliman with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Agreement may be further extended if the Milliman and Client mutually agree to an extension evidenced in writing. The rights and obligations of Client and Milliman under this Agreement shall at all times be subject to and conditioned upon the provisions of this Agreement.
- (b) **Termination by Parties.** Client may terminate this Agreement upon ninety (90) days' prior written notice. Milliman will retain any records it has relating the Services provided under this Agreement for a period of no less than three years following the termination of this Agreement.
- (c) **Termination Assistance.** In the event that this Agreement is terminated for any reason, Milliman will cooperate with Client to provide an orderly transfer of Services and will provide the staff, Services and assistance reasonably required for such orderly transfer. Such Services will be provided at the expense of Client or the Plan at Milliman's standard hourly rates in effect for such Services at the time they are performed; provided, if termination is due to Milliman's failure to perform its duties under this Agreement in a competent and timely manner, Client will not be obligated to pay Milliman for any fees associated with such transfer.

6. Notices

Any notice or demand that Milliman or Client may desire to serve upon each other will be deemed served three (3) days after depositing in the United States mail, postage prepaid and certified or registered; delivered to a nationally recognized courier service; or hand delivered to the following addresses:

Utah Transit Authority
Attn: Pat Postell
669 W. 200 South
Salt Lake City, UT 84101

Milliman, Inc.
Attn: Business Services
12790 Merit Drive
Suite 800
Dallas, TX 75251

7. Dispute Resolution

- (a) **Mediation.** In the event of any dispute arising out of or relating to the engagement of Milliman by Client, the parties agree first to try in good faith to settle the dispute voluntarily with the aid of an impartial mediator who will attempt to facilitate negotiations. A dispute will be submitted to mediation by written notice to the other party or parties. The mediator will be selected by agreement by the parties. If the parties cannot agree on a mediator, a mediator will be designated by the American Arbitration Association at the request of a party.

The mediation will be treated as a settlement discussion and therefore will be confidential. Any applicable statute of limitations will be tolled during the pendency of the mediation. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

(b) Arbitration. If the dispute has not been resolved within sixty (60) days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation will terminate, and the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will take place before a panel of three arbitrators. Within thirty (30) days of the commencement of the arbitration, each party will designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties will then select a third arbitrator. The arbitrators will have a sufficient background in either employee benefits, actuarial science, or law to reasonably prepare them to decide a dispute. The arbitration will be conducted in accordance with the rules and procedures of the American Arbitration Association and the terms of this Section 7. The arbitrators will have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery will be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators will have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration will be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisers.

8. Miscellaneous

- (a) Nature of Milliman's Services.** The Services to be performed by Milliman are ministerial in nature and will be performed within the framework of policies, interpretations, rules, practices and procedures made or established by Client. Milliman will not have discretionary authority with respect to the management of the Plan or the investment of Plan assets. It is understood that Milliman is not a "plan administrator" within the meaning of ERISA. Milliman cannot be relied upon to discover errors, irregularities or illegal acts, including fraud or falsifications that may exist in the administration of the Plan. Therefore, Milliman will not be liable for any actions taken, or not taken, as directed by or caused by actions of Client, the Plan Administrator, or any other person(s) authorized to provide directions to Milliman.
- (b) Milliman Tool Development.** Milliman will retain all rights, title and interest to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been developed previously by Milliman or developed during the course of the provision of the Services. Such rights and ownership will not extend to or include all or any part of Client's proprietary data. To the extent that Milliman may include in the materials any Milliman proprietary information or other protected Milliman materials, Milliman agrees that Client will be deemed to have a fully paid up license to make copies of the Milliman-owned materials as part of this engagement for its internal business purposes, provided that such materials cannot be modified or distributed outside Client without the written permission of Milliman or except as otherwise permitted herein.
- (c) Payment by Plan.** Any statement in the Agreement that, or to the effect that, an amount will be paid by Client will not preclude such amounts being a Plan expense under the Plan's trust agreements and other documents and will not have any effect on Client's rights to direct the Plan's trustee to pay such amount from Plan assets.
- (d) Severability.** If any provision of this Agreement is held to be invalid or unenforceable, all other provisions will nevertheless continue in full force and effect. If any provision of this Agreement is found to be contrary to the laws or regulations of the Employee Retirement Income Security Act of 1974, as amended, then such provision will be considered null and void, but all other provisions will nevertheless continue in full force and effect.
- (e) Modification and Waiver.** By mutual written agreement, Milliman and Client may revise this Agreement (including any of the attached schedules) from time to time. Any modification or

waiver of any of the provisions of this Agreement will be effective only if made in writing and signed by both parties. Notwithstanding the foregoing, the waiver of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach, and any subsequent performance will not constitute a waiver of any preceding breach.

- (f) **No Third-party Beneficiaries.** This Agreement is between Client and Milliman, and neither this Agreement nor the performance of the Services or the relationship between Client and Milliman will create any rights in any third parties. The parties expressly agree that there are no third-party beneficiaries hereto.
- (g) **No Third-party Distribution.** Milliman's work is prepared solely for the internal business use of Client. Milliman's work may not be provided to third parties without Milliman's prior written consent, which consent may be conditioned on execution by the third party of Milliman's third party release agreement; provided, however, Client may share Milliman's work with its parent or affiliates, but only if either (a) the Client has the full power and authority to bind such parent or affiliate to the terms of this agreement and does bind such affiliate to the terms, or (b) the parent or affiliate acknowledges in writing that the work of Milliman is subject to certain limitations and restrictions contained in this Agreement and that the parent or affiliate acquires no greater rights than are possessed by Client under this Agreement. Milliman does not intend to benefit any third-party recipient of its work product or create any legal duty from Milliman to a third party even if Milliman consents to the release of its work product to such third party. Milliman hereby consents to the distribution of its work product to the Plan's auditor, as long as the work product is distributed in its entirety. In the event that any audit reveals any error or inaccuracy in the data underlying Milliman's work, Milliman requests that the auditor notify Milliman as soon as possible. Milliman's work may include the preparation of certain government forms. Milliman consents to the release of these forms to the applicable agency. Any additional release of any Milliman work product by Client requires prior written consent by Milliman.
- (h) **Assignability.** No party will be entitled to assign its rights or obligations under this Agreement without the written consent of the other party, such consent not to be unreasonably withheld.
- (i) **Applicable Law.** This Agreement will be deemed to have been entered into in the State of Utah, and all duties, obligations and rights there under will be governed by the laws of the State of Utah to the extent not controlled by ERISA.
- (j) **Entire Agreement.** This Agreement (which includes the attached schedules) constitutes the entire Agreement between the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or understandings, other than those expressly set forth herein. This Agreement supersedes and replaces all prior Agreements entered into between Milliman and Client with regard to the Services to be provided to the Plan(s) under by this Agreement after the Services Agreement Effective Date. This Agreement and any amendment hereto may be executed in two or more counterparts (including by facsimile or email attachment), each of which will be considered an original and all of which together will constitute one agreement.
- (k) **Headings.** Headings and captions hereunder are for convenience only and will not affect the interpretation or construction of this Agreement.

This Service Agreement between Milliman, Inc. and Utah Transit Authority is executed as of CSA Effective Date as set forth above.

UTAH TRANSIT AUTHORITY		MILLIMAN, INC.	
I have read and agree to the terms and conditions of this Agreement.		I have read and agree to the terms and conditions of this Agreement.	
Accepted by:		Signed by:	
Print Name:		Accepted by:	<i>Erich Bellman</i>
Title:		<small>72D07AD5A7204E1...</small>	<i>Randy Beckham</i>
Date:		Title:	Principal
		Date:	9/2025
Accepted by:			
Ann Green-Barton			
Title: Chief People Officer			
Accepted by:			
Lorin Simpson			
Title: Acting Director Total Rewards			
Reviewed for Form and Context:			
DocuSigned by:			
Mike Bell			
<i>Mike Bell</i>			
<small>70E33A415BA44F0...</small>			
UTA Legal Counsel			

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This document provides a description of Milliman, Inc.'s ("Milliman") Defined Benefit Administration Plan Services and the framework on which our fees for these services are based. Unless otherwise indicated, these services are considered "Standard Services" and are provided for the fees outlined in the fee schedule that applies to these Services and are subject to the terms and conditions of the Services Agreement ("Agreement"), between Milliman, Inc. ("Milliman"), and Utah Transit Authority ("Client"). In the event of a conflict between any term in this Schedule and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall apply, unless otherwise set forth in this Schedule. Services delineated as "Additional Administration Services" are outside the scope of Standard Services and are provided on a time-and-expense basis.

1 Definitions
1.1 Call Center
<ul style="list-style-type: none"> ▪ Milliman Benefits Service Center ▪ Hours of operation – 6am to 6pm Mountain Time
1.2 Covered Plan(s)
<ul style="list-style-type: none"> ▪ Utah Transit Authority Employee Retirement Plan and Trust Agreement
1.3 Data Quality
<ul style="list-style-type: none"> ▪ All employee and plan data necessary to accurately and efficiently administer the Covered Plans in accordance with Covered Plan provisions, provided in Milliman's standard, electronic media format and certified by the Company or prior administrator as accurate and complete
1.4 Participant Website
<ul style="list-style-type: none"> ▪ www.JourneyToRetirement.com
1.5 Client
<ul style="list-style-type: none"> ▪ Utah Transit Authority
1.6 Milliman Actuarial Retirement Calculator (MARC)
<ul style="list-style-type: none"> ▪ Milliman's proprietary administration system

2 Active, Terminated Vested and Nonvested Termination Administration

2.1 Covered Populations	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Active participants (from date of hire) 	X	
<ul style="list-style-type: none"> ▪ Vested terminated participants 	X	
<ul style="list-style-type: none"> ▪ Nonvested terminated participants (if eligible to enter the plan upon rehire) 	X	
<ul style="list-style-type: none"> ▪ Nonemployees such as Alternate Payees and Beneficiaries that are not currently in payment status 	X	
<ul style="list-style-type: none"> ▪ Employees who are not eligible for the plan 		X
2.2 Participant Data Maintenance	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Maintain and update data for the covered populations through Client HRIS/payroll interface 	X	
<ul style="list-style-type: none"> ▪ Maintain and update data for the covered population entered via the participant web or IVR. 	X	
<ul style="list-style-type: none"> ▪ Maintain beneficiary designations received via the participant website 	X	
<ul style="list-style-type: none"> ▪ Maintain and update data for the covered population entered by the Plan Sponsor 	X	
<ul style="list-style-type: none"> ▪ Maintain data not required for Covered Plan administration or valuation ▪ Data clean-up and/or certification ▪ Additional review of calculations due to use of noncertified as-of data elements ▪ Additional administrative work required due to inaccurate or missing spousal dates of birth or marital status (e.g. truing up benefit calculations or researching data for commencing survivors) 		X

2.3 Plan Eligibility and Status Information Determination	In Scope	Additional Services
<ul style="list-style-type: none"> Covered Plan employee eligibility 	X	
<ul style="list-style-type: none"> Vesting status and percentage 	X	
<ul style="list-style-type: none"> Early retirement eligibility and date 	X	
<ul style="list-style-type: none"> Normal retirement eligibility and date 	X	
<ul style="list-style-type: none"> Notify participants of any change in plan status outside of the regulatory required terminated vested statement Send New Participant Communication Package to newly eligible employees 		X
2.4 Covered Plan Provisions	In Scope	Additional Services
<ul style="list-style-type: none"> Calculate Covered Populations' benefits according to the current Covered Plan provisions and applicable regulations 	X	
2.5 Participant Requested Benefit Calculations	In Scope	Additional Services
<ul style="list-style-type: none"> Allow individual Ad-hoc estimates to be generated on the participant website 	X	
<ul style="list-style-type: none"> Rush calculation requests Project based benefit calculations (divestitures, plant closures, etc.) 		X
2.6 Termination Calculations	In Scope	Additional Services
<ul style="list-style-type: none"> Applies to active participants who terminate employment who are vested as of their date of termination 	X	
<ul style="list-style-type: none"> Determine final benefit 	X	
<ul style="list-style-type: none"> If vested, send Notice of Deferred Vested Benefit 	X	
<ul style="list-style-type: none"> Pay out employee contributions, if applicable and according to plan rules 	X	
<ul style="list-style-type: none"> If vested, calculate payment options for any commencement date other than Normal Retirement Date and include in the Notice of Deferred Vested Benefit Send benefit communications to non-vested terminated participants 		X
2.7 Participant Initiated Benefit Calculations	In Scope	Additional Services
<ul style="list-style-type: none"> Applies to active participants who retire/terminate and are eligible to begin receiving benefit payments from one or more of the Covered Plans as of the date of termination 	X	
<ul style="list-style-type: none"> Allow individual calculations to be generated on the participant website 	X	
<ul style="list-style-type: none"> Provide call center support to answer participant questions about the retirement process and payment options 	X	
<ul style="list-style-type: none"> Postpone calculation of final benefit until final data and date of termination are received 	X	
<ul style="list-style-type: none"> Verify that the initiation request meets the Covered Plan's timing requirements <90 to 180 days> 	X	
<ul style="list-style-type: none"> Produce benefit election package for participant access or mail to the participant as appropriate 	X	
2.8 Payroll Initiated Benefit Calculations	In Scope	Additional Services
<ul style="list-style-type: none"> Receive valid date of termination and all final data via recurring data feed or directly from the Client 	X	
<ul style="list-style-type: none"> Determine final benefit and payment options 	X	
<ul style="list-style-type: none"> Send benefit election package to participant as appropriate 	X	
2.9 Deferred Benefit Commencement Calculations	In Scope	Additional Services
<ul style="list-style-type: none"> Applies to vested participants who previously terminated and are now eligible to begin receiving benefit payments from any Covered Plan. 	X	
<ul style="list-style-type: none"> Notify inactives, survivors and alternate payees <90 to 180> days prior to their Normal Retirement Date under the plan 	X	
<ul style="list-style-type: none"> Determine payment options based on previously certified vested accrued benefit 	X	



<ul style="list-style-type: none"> Send benefit election package to participant as appropriate 	X	
2.10 Death of an Active Employee or Terminated Vested Participant	In Scope	Additional Services
<ul style="list-style-type: none"> Receive date of death 	X	
<ul style="list-style-type: none"> Solicit beneficiary information upon receipt of death notification if eligible for immediate commencement 	X	
<ul style="list-style-type: none"> Determine benefit amount and payment options as appropriate 	X	
<ul style="list-style-type: none"> Notify survivor of earliest retirement date, if not eligible for immediate payment 	X	
<ul style="list-style-type: none"> Provide survivor counseling 	Client or Third Party	
2.11 Qualified Domestic Relations Orders (QDROs)	In Scope	Additional Services
<ul style="list-style-type: none"> Provide existing model QDRO template to participants via the participant website 	X	
<ul style="list-style-type: none"> Place hold on participant account when participant is not in payment status 	X	
<p>QDRO qualification</p> <ul style="list-style-type: none"> Review and qualify legal documents Communicate with attorneys (acknowledgement letters, information requests, etc.) Ensure complete file documentation <p>QDRO calculation and administration</p> <ul style="list-style-type: none"> Determine segregation of benefit Process calculation for participant and/or alternate payee Initiate payment process for participant and/or alternate payee Customize QDRO procedures or templates Please Note: The calculation and administration-related items can be administered by Milliman regardless of who is performing the legal document review and qualification 		X

2.12 Minimum Required Distributions	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Annually identify active, and/or terminated participants who reached plan's RBD in current year 	X	
<ul style="list-style-type: none"> ▪ Calculate minimum initial distributions according to the Covered Plan rules and regulatory requirements 	X	
<ul style="list-style-type: none"> ▪ Notify employees of process, rules, amounts and options 	X	
<ul style="list-style-type: none"> ▪ Accept elections or default participants into payment, when required 	X	
<ul style="list-style-type: none"> ▪ Calculate recurring distributions according to the Covered Plan rules and regulatory requirements ▪ Process in-service distributions ▪ Administer minimum distributions retroactively ▪ Administer minimum distributions for years prior to live date 		X
2.13 Claims and Appeals	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Direct participant claims and appeals to the Client 	X	
<ul style="list-style-type: none"> ▪ Provide any documents Milliman has relevant to an appeal to the Client 	X	
<ul style="list-style-type: none"> ▪ Research issues related to appeals ▪ Draft response letter to participant, for the Client ▪ Explain appeals process upon request 		X
<ul style="list-style-type: none"> ▪ Notify participant of reason for denial and right to appeal ▪ Make final decision and communicate results to participants 		Client or Third Party
2.14 Proof of Living Audit for Terminated Vested Participants	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Provide terminated vested population to third-party search vendor annually to perform death audit 	X	
<ul style="list-style-type: none"> ▪ Perform death search 		Third Party
2.15 Participant Address Searches for Terminated Vested Participants	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Coordinate address search with third-party search vendor on an as-needed basis, not more than annually 	X	
<ul style="list-style-type: none"> ▪ Perform address search 		Third Party
<ul style="list-style-type: none"> ▪ Update participant records with search results 	X	
3 Retiree and Other Payment Administration		
3.1 Covered Populations	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Retirees in payment status 	X	
<ul style="list-style-type: none"> ▪ Pension beneficiaries / joint annuitants in payment status 	X	
<ul style="list-style-type: none"> ▪ Alternate payees in payment status 	X	

3.2 Participant Data Maintenance—Retirees and Survivors	In Scope	Additional Services
Maintain the following retiree and survivor data: <ul style="list-style-type: none"> ▪ Participant indicative data ▪ Benefit amounts ▪ Withholding elections ▪ Optional form of payment chosen ▪ Direct deposit/EFT information ▪ Direct rollover election (check mailed to participant) ▪ Retroactive payments ▪ Taxable/nontaxable split ▪ Benefit changes due to level income options, “pop-ups”, etc. ▪ Beneficiary designations – storage of beneficiary information ▪ Plan identifier 	X	
<ul style="list-style-type: none"> ▪ Benefit amount updates, e.g., COLAs / ad-hoc increases ▪ Health and welfare plan related information ▪ Life insurance plan related information ▪ Retiree medical/life premiums ▪ Any other additional information not related to the Covered Plan ▪ Process participant-initiated requests for repayment of previous lump-sum distributions ▪ Coordination of data with other vendors (e.g., Annuity providers) ▪ Synchronization of data with benefit payers who receive Covered Plan related data changes directly from Covered Plan participants ▪ Qualify beneficiary elections for post-retirement beneficiary elections ▪ Send rollover checks directly to rollover institution 		X
3.3 Receipt of Written Elections	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Accept participant elections as required to meet the Covered Plan’s timing requirement <90 to 180 days> 	X	
<ul style="list-style-type: none"> ▪ Initiate survivor benefit, as applicable 	X	
<ul style="list-style-type: none"> ▪ Apply one federal tax withholding election 	X	
<ul style="list-style-type: none"> ▪ Apply one state tax withholding election 	X	
<ul style="list-style-type: none"> ▪ Perform true-up calculations as a result of final data coming in after the participant’s benefit payment commences ▪ Accept written participant elections outside of the Covered Plan’s timing requirements <90 to 180 days> ▪ Apply multiple withholding elections 		X
3.4 Payees (Currently In Pay Status)	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Maintain gross payment information, current federal and state tax withholding election, current direct deposit instructions 	X	

▪ Provide written pension income verification upon request	X	
▪ Provide ability to change direct deposit elections (after the initial election) via the Call Center or Participant Website	X	
▪ Provide ability to change address via the Call Center or Participant Website	X	
▪ Provide the ability to change any health and welfare related elections		X
▪ Provide additional information for payment verifications (e.g. contingent annuitant name for Divorce Decrees)		X
3.5 Death of a Retiree	In Scope	Additional Services
▪ Receive notification of death from survivor, Client, payor or third party vendor	X	
▪ Stop payment on checks to the deceased retiree	X	
▪ Commence pension payments to survivor, if applicable	X	
▪ Send one or more letter to estate requesting return of any overpayments	X	
▪ Defer or offset payment to recapture any overpayment that is not returned based on the Covered Plan rules, regulatory requirements and Client direction		X
▪ Provide additional effort to recover overpayments after initial letter		X
▪ Pursue overpayment collection if survivor/estate not cooperative		Client or Third Party
3.6 Suspension of Benefits–Rehired Retirees	In Scope	Additional Services
▪ Administer suspension according to the Covered Plan provisions and regulatory requirements when notified by the client of a rehired retiree	X	
▪ If the Covered Plan suspends rehired retirees, provide Notice of Benefit Suspension and instruct check writer to suspend periodic pension payments for active employees and rehired retirees upon proper notification from the Client	X	
▪ Monitor payroll for rehired retirees		X
▪ Provide report of suspensions to Client for participants with actual check suspensions		X
3.7 Tax Withholding Changes	In Scope	Additional Services
▪ Accept ongoing changes in state and federal income tax withholding via call center or the Participant Website	X	
▪ Re-solicit state and federal tax withholding elections from retirees annually		Client or Third Party
3.8 Proof of Living Audit	In Scope	Additional Services
▪ Provide listing of participants receiving annuities monthly to death verification provider	X	
▪ Update participant records with audit results weekly and perform any necessary administration services	X	
3.9 Check Administration	In Scope	Additional Services
▪ Answer questions regarding pension check disbursement (status, stop/start, etc.)	X	
▪ Coordinate tax reporting with check writer		X
▪ Distribute 1099-Rs ▪ Provide W-4P with initial check ▪ Provide W-2 for Non-Qualified plans		Client or Third Party

3.10 Payment Instructions	In Scope	Additional Services
<p>Send instructions for monthly gross payment changes to check writer for each Covered Plan. Data includes but may not be limited to:</p> <ul style="list-style-type: none"> ▪ Tax withholding elections (i.e. federal taxes and state taxes if applicable) ▪ Direct deposit/EFT instructions (instructions will apply for entire payment) ▪ Direct rollover instructions ▪ Retroactive payments ▪ Plan identifier ▪ Taxable/nontaxable split ▪ Nontaxable basis (i.e. due to employee contributions) ▪ Benefit changes (i.e. due to level income options, "pop-ups", etc.) 	X	
<ul style="list-style-type: none"> ▪ Provide monthly instructions to check writer for payment starts, payment stops, payment reissues and changes, as notified / received 	X	
<ul style="list-style-type: none"> ▪ Provide monthly instructions to check writer to issue recurring payments per trustee schedule 	X	
<ul style="list-style-type: none"> ▪ Provide monthly instructions to check writer to issue lump sum payments per trustee schedule 	X	
<ul style="list-style-type: none"> ▪ Set up payments in arrears (plans who pay benefits at end of month) ▪ Send monthly gross instructions to check writer via a full file extract ▪ Process off-cycle annuity or lump sum payments ▪ Provide additional payment detail to support trust accounting requirements ▪ Coordinate with annuity contract holders ▪ Provide extracts to other Third Parties ▪ Collect and update withholding elections for nonqualified payments ▪ Coordinate/communicate health and welfare related information including annual premium updates ▪ Establish and maintain more than one monthly payment directive for an individual annuitant from a single plan ▪ Provide payment instruction feed for nonqualified payments to Client payroll or an additional trustee ▪ Send payment instructions to check writer more frequently than monthly 		X
3.11 Mandatory Cashouts/Rollovers	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Administer Mandatory Cashouts or Rollovers as required by the Covered Plan's provisions including mandatory rollovers to IRA provider when the participant has not responded 	X	
3.12 Reconciliation	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Perform monthly electronic reconciliation of gross pension benefit payments (provided that the trustee provides electronic payment confirmation files in an acceptable format) 	X	
<ul style="list-style-type: none"> ▪ Reconcile multiple trust accounts ▪ Reconcile net amounts or other deductions ▪ Special reporting to Client 		X

4 Call Center		
4.1 Covered Populations	In Scope	Additional Services
▪ Active participants (from date of hire)	X	
▪ Vested terminated participants	X	
▪ Nonvested terminated participants (if eligible to enter the plan upon rehire)	X	
▪ Retirees in payment status	X	
▪ Pension beneficiaries/joint annuitants in payment status	X	
▪ Alternate Payees in payment status	X	
▪ Disabled participants	X	
4.2 Provide Information	In Scope	Additional Services
▪ Provide Plan-level information to participants with respect to the Covered Plan provisions and administrative rules such as Summary Plan Descriptions or Plan Highlights	X	
▪ Provide assistance with using the Web	X	
▪ Provide information regarding participant indicative and benefit data. Assist with data changes where appropriate (e.g. address information for non-active participants).	X	
▪ Provide information on and assist with any aspect of the retirement process (e.g., initiating retirement; what forms to complete and when; explaining available payment options; etc.)	X	
▪ Provide information and assistance regarding benefit payments (e.g. payment initiation; payment timing; check reissues; payment method changes; etc.)	X	
▪ Provide information and assistance on benefit plans not administered by Milliman		X
4.3 Benefit Estimates	In Scope	Additional Services
Provide benefit projection information at any age using the Web and selected variables:	X	
▪ Projected termination date (active participants only)		
▪ Projected benefit commencement date		
▪ Compensation rate		
▪ Assumed annual rate of pay increase (active participants only)		
▪ Contingent annuitant type and date of birth		
4.4 Retirement Planning	In Scope	Additional Services
▪ Provide retirement income modeling capabilities (integrated with information from Client's defined contribution plan(s)) or other retirement benefits that are also administered by Milliman	X	

5 Participant Website		
5.1 Covered Populations	In Scope	Additional Services
▪ Active participants (from date of hire)	X	
▪ Vested terminated participants	X	
▪ Nonvested terminated participants (if eligible to enter the plan upon rehire)	X	
▪ Retirees in payment status	X	
▪ Pension beneficiaries/joint annuitants in payment status	X	
▪ Alternate Payees in payment status	X	
▪ Disabled participants	X	
▪ Pre-eligibles and Ineligibles		X
5.2 Benefit Estimates	In Scope	Additional Services
Provide participants the ability to generate electable and non-electable benefit calculations and to model Covered Plan benefits which can be performed for any retirement eligible age with appropriately selected variables, which include: <ul style="list-style-type: none"> ▪ Projected termination date (active participants only) ▪ Projected benefit commencement date ▪ Compensation rate ▪ Assumed annual rate of pay increase (active participants only) ▪ Contingent annuitant type and date of birth ▪ Calculations are real-time and include all payment options appropriate for the requested calculation 	X	
▪ Provide participants the ability to compare results of calculations for different modeled scenarios	X	
▪ Display confirmations for calculations initiated through the Web	X	
<ul style="list-style-type: none"> ▪ Display payment history from conversion date for participants actively in receipt of payments ▪ Display participant specific information with respect to plan provisions and administrative rules ▪ Display custom real-time messaging based on modeling results and/or participant specific data ▪ Display other static or calculated messaging (e.g. retiree medical or life insurance rates) ▪ Display Social Security PIA ▪ Provide online retirement income modeling capabilities that integrate other Client benefits that are not administered by Milliman 		X
5.3 Retirement Planning	In Scope	Additional Services
▪ Provide retirement income modeling capabilities (integrated with information from Client's defined contribution plan(s)) through the Web for other retirement benefits that are also administered by Milliman	X	
5.4 Provide Information	In Scope	Additional Services
▪ Display static plan level information to participants regarding plan provisions and administrative rules (e.g. information found in a Summary Plan Descriptions or Plan Highlights)	X	

6 Participant Communications		
6.1 Benefit Election Package	In Scope	Additional Services
<p>Based on services described herein, generate and mail benefit election package to participant, including:</p> <ul style="list-style-type: none"> ▪ Cover Letter ▪ Summary Data Page ▪ Benefit Election Form ▪ Marriage Certification ▪ Electronic Transfer Authorization ▪ Direct Deposit Instructions ▪ Tax Withholding Election Forms ▪ Beneficiary Designation ▪ Special Tax Notice 	X	
6.2 Personalized Communications and Forms	In Scope	Additional Services
<p>Based on services described herein, generate and mail the following personalized communications to participants, as appropriate:</p> <ul style="list-style-type: none"> ▪ Benefit Estimates (Within Election Period) ▪ Notice of Deferred Vested Benefit Retirement Benefit ▪ Mandatory Lump Sum Cashout ▪ Notice of Retirement Plan Survivor Benefits ▪ Notice of Pre-retirement Survivor Benefits ▪ Notice of Disability Benefits ▪ Disability Benefit Application Form ▪ Notice of Continued Disability Form ▪ Notice of Benefit Suspension for Rehires ▪ Notice of Missing Information ▪ Electronic Fund Transfer Authorization ▪ Direct Deposit Form ▪ Address Change Form ▪ Benefit Income Verification Statement ▪ Minimum Required Distribution Notice ▪ Normal Retirement Date Notice 	X	
<ul style="list-style-type: none"> ▪ Detailed Calculation Worksheet ▪ Notice of Non-Vested Benefit ▪ Notice of Benefit Denial ▪ Notice of Benefit Adjustment ▪ Notice of Benefit Withholding ▪ Certificate of Existence ▪ Service Buy-back Form ▪ Support mass mailings (early retirement windows, terminated vested cashouts, required government notices, etc.) ▪ Distribute other Covered Plan related materials ▪ Any other customized participant content not required by law 		X

6.3 Benefit Statements	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Provide statements annually for actives accruing a benefit 	X	
<ul style="list-style-type: none"> ▪ Create and mail additional batch statements 		X
<ul style="list-style-type: none"> ▪ Provide statement data for active participants to Third Party annually 		X
<ul style="list-style-type: none"> ▪ Provide statements to terminated vested participants and other non-active participant populations ▪ Provide additional participant content and detail on statements that is not described above ▪ Integrate defined benefit statement with defined contribution plan statement or other benefits (e.g., total compensation or total benefits statement) 		X
6.4 Other Communication Services	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Create a retirement workbook ▪ Provide ongoing communications ▪ Review or design Summary Plan Descriptions ▪ Review or design plan amendments ▪ Provide other Client-specific communication materials ▪ Conduct surveys ▪ Support employee benefit fairs, meetings and/or webinars 		X
7 Administration System		
7.1 Interface Processing	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Maintain eligible employee data via one periodic Client HRIS/payroll interface file processed up to 30 times per year (includes actives upon date of hire) utilizing Milliman's standard layout 	X	
<ul style="list-style-type: none"> ▪ Perform a reasonable review of the data provided on the interface file using standard data checks 	X	
<ul style="list-style-type: none"> ▪ Track control group transfers, if all members of control group are covered by service agreement 	X	
<ul style="list-style-type: none"> ▪ With respect to rehired participants, maintain history of absences and rehire dates and apply ERISA service spanning rules and plan rules for interrupted service in benefit calculations 	X	
<ul style="list-style-type: none"> ▪ Maintain non-vested terminated participants eligible for rehire for <u>six</u> years; data available thereafter 	X	
<ul style="list-style-type: none"> ▪ Receive multiple interface file layouts ▪ Consolidate multiple interface files ▪ Process retroactive employee data changes manually or via supplemental interface file ▪ Perform periodic data audit and resolve source file data issues manually or systematically ▪ Troubleshoot and correct source file formatting and/or data issues ▪ Perform catch-up process of multiple files due to delays in the interface file generation ▪ Implement modifications to interfaces due to Client or Third Party vendor changes ▪ Load or generate additional Third Party interface files required to share data across Client vendors 		X
<ul style="list-style-type: none"> ▪ Provide file in standard format within agreed-upon timing and frequency ▪ Respond to data edits, mismatched control totals or other file issues within a timely basis 	Client or Third Party	
7.2 Actuarial Valuation Data	In Scope	Additional Services
<p>Provide data export to plan actuary for annual valuation in standard Milliman format. Content generally includes:</p> <ul style="list-style-type: none"> ▪ Employee indicative data ▪ Employment status ▪ Up to 10 years of compensation and/or hours data ▪ Annuity and lump sum payment data ▪ Additional 'static' grouping data if available in MARC ▪ account balance amounts 	X	



<ul style="list-style-type: none"> Respond to the Actuary’s questions received within 90 calendar days after initial valuation data delivered 	X	
<ul style="list-style-type: none"> Perform more than 4 hours of work responding to actuary questions Provide calculated values Perform additional data analysis with actuary Provide valuation extract to plan actuary in a format other than Milliman’s standard format Analyze and resolve pre-conversion data issues Replicate or re-extract pre-conversion valuation data Re-extract valuation data and deliver refreshed file after initial file delivery to plan actuary 		X
7.3 Report Development	In Scope	Additional Services
<ul style="list-style-type: none"> Produce and deliver ad-hoc custom reports not defined during implementation 		X
8 Administration Data		
8.1 Data Quality	In Scope	Additional Services
<ul style="list-style-type: none"> All employee and plan data provided during conversion and through ongoing interface files that are necessary to accurately and efficiently administer the Covered Plans in accordance with Covered Plan provisions is expected to be accurate and complete. 	X	
<ul style="list-style-type: none"> Any data provided that is inaccurate and/or incomplete which results in additional effort to provide the administration services outlined in this schedule may result in additional fees to compensate for the additional effort in providing the administrative service. 		X
8.2 Data Sources	In Scope	Additional Services
<ul style="list-style-type: none"> Current employees: Client HRIS/Payroll is the source and system of record for all data 	X	
<ul style="list-style-type: none"> Vested terminated participants: MARC is the source and system of record for all pension specific data 	X	
<ul style="list-style-type: none"> Nonemployees: MARC and/or Client HRIS/Payroll are the sources for all data (to be determined during implementation) 	X	

9 Other Services		
9.1 One-Time Events	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ COLAs/ad hoc increases ▪ Early retirement windows ▪ Acquisitions/divestitures ▪ Mass terminations (e.g., plant closings) ▪ Severance programs ▪ Changes to the Covered Plan provisions ▪ Lump-sum recalculations for cashing out terminated vested participants ▪ Plan terminations ▪ Voluntary Correction Programs required due to prior administrative services ▪ Provider change for Trust Services 		X
9.2 Plan Events and Abnormal Administration Activity	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Abnormal levels of benefit calculations, payments, participant calls and other participant-driven administration activity exceeding normal volumes due to plant closures, divestitures, layoffs, or other corporate events with normal volumes determined at implementation 		X
<ul style="list-style-type: none"> ▪ Administer benefits restrictions resulting from the Covered Plan funded status dropping below levels required by the Pension Protection Act ▪ Implement system and communication changes required to administer benefit restrictions resulting from the Covered Plan funded status dropping below levels required by the Pension Protection Act ▪ Change administration processes to reflect benefits restrictions resulting from the Covered Plan funded status dropping below levels required by the Pension Protection Act ▪ Implement administration changes needed to end benefit restrictions for the Covered Plans ▪ Implement system and communication changes to remove benefit restrictions resulting from the Covered Plan funded status returning to levels required by the Pension Protection Act ▪ Change administration processes to reflect the removal of benefits restrictions resulting from the Covered Plan funded status returning to levels required by the Pension Protection Act 		X
9.3 Other Client and Regulatory Driven Plan Changes	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Implement regulatory updates required by law (such as interest rate updates and mortality table changes) that are applicable to all pension plans unilaterally. 	X	
<ul style="list-style-type: none"> ▪ Implement any plan specific changes to the Covered Plan's provisions, administration procedures, administration system or participant experience as requested by the Client or required by law ▪ Configure and implement Covered Plan specific changes to Milliman's core administration system as required by new regulations ▪ Implement Covered Plan specific administration changes as required by new regulations ▪ Implement changes to trustee extract due to trustee or Client driven modifications to extract layout ▪ Administer the Covered Plan outside of Milliman's best practice as defined in Milliman's administration process flows 		X

9.4 Retiree Medical Administration	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Determine health and welfare plan eligibility 		X
9.5 Other Services	In Scope	Additional Services
<ul style="list-style-type: none"> ▪ Provide support up to 10 hours annually for plan audit 	X	
<ul style="list-style-type: none"> ▪ Prepare any 5500 related schedules or other government filings ▪ Provide outbound data feeds for other vendors retirement planning tools ▪ Provide support for legal orders (i.e., power of attorney, qualified medical child support order, subpoena) ▪ Develop, produce, and fulfill custom participant communications (e.g. total compensation statements, total benefit statements, enrollment kits, confirmation statements, etc.) ▪ Provide support in excess of 10 hours annually for plan audit 		X

PRICING

10. Fees for Pension Plan Services

Milliman will notify the Client of any change in this fee schedule prior to such change becoming effective. Milliman periodically may adjust this fee schedule by the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U) with respect to measurement periods August-to-August. Annual CPI related increases will be limited to no more than 5%.

Certain assumptions were made to determine the fees for the Plan(s). These assumptions include:

Utah Transit Authority Employee Retirement Plan and Trust Agreement

- 2,790 Active Participants
 - 608 Terminated Vested Participants
 - 859 Retirees
-
- One plan
 - Any frozen benefits have been calculated & certified
 - Accrued benefits for all terminated participants with vested benefits have been calculated & certified
 - All plan data is in good order and available via an electronic format
 - Data corrections to convert all required historical data to electronic format would be quoted on a project basis
 - Processing of up to 30 payroll files per year
 - Fees quoted are exclusive of out-of-pocket expenses

A. Contract Fees	
PENSION PLAN ADMINISTRATION	
Service Highlights	<ul style="list-style-type: none"> ▪ Pension administration services ▪ Participant Web and Call Center services ▪ Online benefit statements ▪ Payment administration services

<p>Annual Pension Administration Fees</p>	<ul style="list-style-type: none"> ▪ Base fee: \$66,000 ▪ Per participant fee: \$69.40 per participant ▪ Automated benefit calculations* Included in fees <p><i>* Benefit certifications resulting from plant closures, divestitures, layoffs or other corporate events, and executive level benefit certifications may be subject to additional fees to be determined at time of event contingent on the amount of certifications to be performed. Executive level benefit certifications are considered manual calculations.</i></p>
<p>Manual Benefit Calculation Services</p>	<p>Manual calculations are those calculations not programmed into Milliman’s administration system due to underlining data issues. Additionally, any calculations that require in-depth research, such as prior plan benefits or prior acquired company benefits not addressed in the current or future plan documents, shall be subject to Section 2, Additional Fees:</p> <p>Per calculation fee:</p> <ul style="list-style-type: none"> ▪ Manual calculation Time and Expense ▪ QDRO calculation Time and Expense ▪ RMD Calculation Time and Expense
<p>Document Qualification Processing</p>	<p>Per occurrence fee:</p> <ul style="list-style-type: none"> • DRO qualification Time and Expense • POA qualification Time and Expense • Pre-qualified POA set-up Time and Expense

B. Additional Services

<p>Service Highlights and Hourly Rates</p>	<p>For any additional services Milliman performs at the request of the Client where a mutually negotiated fee is not requested by Client as described in Section 2, Additional Fees of the Agreement, Milliman will bill for the time it takes to complete such services using the current hourly rates that are periodically reviewed and subject to change. As of the Services Agreement Effective Date of this agreement, Milliman’s current hourly rates are as follows:</p> <div style="text-align: center; border: 1px solid black; margin: 10px auto; width: 80%;"> <table border="1"> <thead> <tr> <th colspan="2">Milliman Hourly Rates*</th> </tr> </thead> <tbody> <tr> <td>1. Principal</td> <td>\$410 - \$550</td> </tr> <tr> <td>2. Consultant</td> <td>\$320 - \$455</td> </tr> <tr> <td>3. Manager</td> <td>\$275 - \$410</td> </tr> <tr> <td>4. Analyst</td> <td>\$140 - \$365</td> </tr> </tbody> </table> </div> <p style="text-align: center;">*Rates are subject to change each year</p>	Milliman Hourly Rates*		1. Principal	\$410 - \$550	2. Consultant	\$320 - \$455	3. Manager	\$275 - \$410	4. Analyst	\$140 - \$365
Milliman Hourly Rates*											
1. Principal	\$410 - \$550										
2. Consultant	\$320 - \$455										
3. Manager	\$275 - \$410										
4. Analyst	\$140 - \$365										

C. Total Pricing Not to Exceed Amounts

Annual increases to Base Fee, Participant Fee and/or Additional Services Fees shall be increased according to the CPI-U index using the measurement period August-to-August and will be effective on the first day of the following calendar year. Annual increases will be limited to no more than 5% based upon sufficient supporting documentation. Any excess CPI increases over 5% may be recoverable in a later contract year when CPI increases are less than 5% provided the Not-to-Exceed values below have not been met or exceeded.

Annual Not to Exceed total Pricing including up to 5% CPI adjustments includes all fees combined (Base Fee, Participant Fees and Additional Services Fees). The Not-to-Exceed pricing below also includes an additional cushion to accommodate for potential increase in total number of participants.

- Year 1 - \$420,000
- Option Year 2 - \$441,000
- Option Year 3 - \$463,050
- Total - \$1,324,050