



CONTRACT ROUTING SHEET

CONTRACT SECTION

1) Contract No. **18-2578TP** (Assigned by Purchasing) Contract Administrator: **Teressa Pickett**

2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 E. Option F. Other _____ G. Renewal H. Services I. Task Orders

3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: _____

4) Contract Title **Retirement Plan Services Agreement**

5) Description (of contract/project) **Milliman will be performing the actual administration of the pension plan.**

6) Contractor Name **Milliman**

7) Effective Dates Beginning: **01/17/18** Ending: **01/17/23**

8) Option to renew? Yes No Renewal terms **N/A**

FINANCIAL SECTION

9) Contract Amount **\$ 500,200.00** Is the amount an estimate? Yes No
(Estimate if per transaction cost)

9a) If estimated, how was the estimate calculated? **N/A**

10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring

11) Account Code **5.50399** Capital Project Code **N/A**

12) Budgeted? Yes No Budget amount: **\$ 500,200.00**

13) Will this contract require support from another department? Yes No

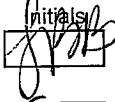
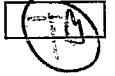
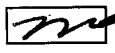



14) If so, is the other department(s) aware of this contract and the required support? Yes No

SIGNATURE SECTION

15) Legal Counsel has determined this contract requires a signature from the CEO/President. Yes

16) If box 2a or 2c is checked has the Qualified Health Insurance Certificate been verified? Yes No

17) The attached contract has been reviewed and is approved as to form.

Attorney/Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<u>Lisa Bohman</u> Print Name
Accounting Reviewed	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<u>Troy Bingham</u> Print Name
18) Approval Signatures:				
Manager/Program Manager	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<u>Nancy Malecker</u> Print Name
SGM, RGM, or Chief/VP <i>(Required up to \$50,000)</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		<u>N/A</u> Print Name
Chief/VP <i>(Required up to \$100,000)</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<u>Kim Ulibarri</u> Print Name
President/CEO <i>(Required over \$100,000)</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<u>Robert K. Biles</u> Print Name

RECORDS SECTION

19) To be completed by the Administrative Services Clerk

SIRE ID _____

Completion date _____

UTA#: 18-2578 TP



Retirement Plan Services Agreement

Plan Sponsor:	Utah Transit Authority	
Contact:	Nancy Malecker, Director of Total Rewards	
Address:	669 W. 200 S	
	Salt Lake City, UT 84101	
Telephone:	801-287-3221	Fax: 801-287-4675
Milliman Office:	Seattle, WA	RPSA Effective Date: January 1, 2018

This Retirement Plan Services Agreement (the "RPSA" or the "Agreement"), effective as of the RPSA Effective Date, describes the engagement of Milliman, Inc. ("Milliman") by Utah Transit Authority ("Plan Sponsor") to provide Services as described herein. While Milliman serves at the pleasure of Plan Sponsor, 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 Plan Sponsor, the Plan Administrator, and/or the Trustee(s) of their respective responsibilities under the Internal Revenue Code and regulations promulgated thereunder.

Subject to the terms of this Agreement, Plan Sponsor 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 Schedule A attached hereto ("Services").

2. Fees and Expenses

- (a) **Payment of Fees and Expenses.** For the Services provided on or after the RPSA Effective Date, Plan Sponsor will pay or cause to be paid to Milliman the fees and expenses specified for such Services as set forth in Schedule B attached hereto. Milliman will invoice Plan Sponsor 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 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, or stated in Schedule B, Milliman's fee schedule is exclusive of direct expenses, including reasonable travel expenses, printing, shipping 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. Except as otherwise provided in Schedule B hereto, all out-of-pocket expenses must be approved by Plan Sponsor before incurred.
- (c) **Additional Fees.** Milliman may assess additional fees for any Services requested by Plan Sponsor which are beyond the scope of the Services described in the attached Schedule A. Such fees will be determined based on standard hourly rates unless another basis is agreed to by Plan Sponsor. 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 Plan Sponsor.

3. Plan Data

- (a) **Ownership of Plan Data.** Milliman acknowledges that all data with respect to the Plan provided by Plan Sponsor or obtained by Milliman pursuant to this Agreement will be and remain the property of Plan Sponsor. Upon Plan Sponsor'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 Plan Sponsor 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 Plan Sponsor, the Plan Administrator or third parties, nor can Milliman be responsible for the failure of Plan Sponsor, 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 Plan Sponsor 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 Plan Sponsor'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 Plan Sponsor'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 Plan Sponsor prior to disclosure to any third party.

4. Limitation of Liability and Indemnification

- (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 RPSA 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 Plan Sponsor 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 Plan Sponsor shall not exceed three million dollars (\$3,000,000). 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 Plan Sponsor 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 Plan Sponsor ("Plan Specifications"). To the extent that any errors are the result of circumstances outside of the 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 gross negligence, intentional fraud, or willful misconduct.

- (b) **Delays or Failures.** Neither Milliman nor Plan Sponsor 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.** Plan Sponsor 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 Plan Sponsor, or (ii) Plan Sponsor's negligence or willful misconduct. 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 Plan Sponsor, 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 of 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, Plan Sponsor 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 Plan Sponsor. Milliman will assist Plan Sponsor in seeking such restitution by drafting letter that Plan Sponsor can send out on its letterhead, by providing historical data and backup information as needed by Plan Sponsor in seeking recovery, and any other support requested by Plan Sponsor 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 Plan Sponsor.

5. Term and Termination of Agreement

- (a) **Term.** This Agreement will become effective as of the RPSA Effective Date and will remain in effect until terminated by either party as provided herein.
- (b) **Termination by Parties.** Either party 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 Plan Sponsor 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 Plan Sponsor 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, Plan Sponsor will not be obligated to pay Milliman for any fees associated with such transfer.
- (d)

6. Notices

Any notice or demand that Milliman or Plan Sponsor 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: Nancy Malecker
669 W. 200 S
Salt Lake City, UT 84101

Milliman, Inc.
1301 5th Avenue
Suite 3800
Seattle, WA 98101

7. Dispute Resolution

- (a) **Mediation.** In the event of any dispute arising out of or relating to the engagement of Milliman by Plan Sponsor, 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) **Litigation.** If such mediation fails after a good-faith effort has occurred, only then may a party institute litigation. The parties agree that any litigation will be filed and conducted in the federal courts located in Salt Lake City, Utah and, subject to the next sentence, all parties consent to the exclusive venue and the personal jurisdiction of such federal courts. A party may challenge federal jurisdiction under 28 U.S.C. § 1332 only if such motion is based solely on a lack of sufficient amount in controversy. Both parties agree to waive the right to a trial by jury.

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 Plan Sponsor. 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 Plan Sponsor, 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 Plan Sponsor'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 Plan Sponsor 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 Plan Sponsor 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 Plan Sponsor 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 Plan Sponsor'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.
- (e) **Modification and Waiver.** By mutual written agreement, Milliman and Plan Sponsor 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 Plan Sponsor and Milliman, and neither this Agreement nor the performance of the Services or the relationship between Plan Sponsor 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 Plan Sponsor. Milliman's work may not be provided to third parties without Milliman's prior written consent. 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 and Plan's outside legal counsel, 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. Milliman acknowledges that Plan Sponsor is subject to the Utah Government Records & Access Management Act (GRAMA) Section 63G-2-103 et seq. Utah Code Ann (1953), as amended, and agrees that Plan Sponsor may release Milliman documents that are required to be disclosed under GRAMA. Plan Sponsor agrees to provide sufficient written notice of any GRAMA request for documents prepared by Milliman pursuant to this agreement to allow Milliman to contest the request for disclosure before producing the documents to any third party. Any additional release of any Milliman work product by Plan Sponsor 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.
- (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 Plan Sponsor with regard to the Services to be provided to the Plan(s) under by this Agreement after the RPSA Effective Date.
- (k) **Headings.** Headings and captions hereunder are for convenience only and will not affect the interpretation or construction of this Agreement.

PLAN SPONSOR

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: *Richard K. Baker*

Accepted by: *Laura C. Bucher*

Title: *VP Finance* Date: *1/22/18*

Title: Principal Date: 12/27/2017

Accepted by: *KMS NQA*

Title: *Chief People Officer*

Date: *1-22-18*

Approved as to Form:
UTA Legal Counsel: *fn B. Baker*

Schedule A

**Expectations Document
for Defined Benefit
Administration Services**

**Expectations Document for
Defined Benefit Administration Services for
Utah Transit Authority Employee Retirement Plan and Trust Agreement**

This Expectations Document is Schedule A to the Retirement Plan Services Agreement between the Utah Transit Authority (UTA) and Milliman, Inc. (Milliman) that is effective January 1, 2018. This Expectations Document sets forth the services to be provided by Milliman in the area of defined benefit plan administration services for Utah Transit Authority Employee Retirement Plan and Trust Agreement (UTA).

Communication to Participants and UTA

1. Milliman will maintain a toll-free pension service center for participant communications, and will staff the center with representatives from 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding holidays.
2. Milliman will communicate by phone with participants on questions regarding such subjects as vesting requirements, the participant's vesting status, how the various payment options work, the participant's requests for benefit estimates or retirement applications, and other questions pertaining to the administration of the pension plan.
3. Milliman will track the frequency and duration of participant phone calls to the Milliman Benefits Service Center and provide information on a call-center wide basis in the quarterly reports. Milliman will answer 80% of all calls within 20 seconds during operating hours, excluding calls that are abandoned by the participant within the first 20 seconds.
4. Milliman will facilitate distribution of correspondence to participants as requested by UTA and/or as required by law.

Pension Calculations

5. Milliman will maintain an accurate customized Plan Specifications document detailing the plan provision complexities and legacy issues necessary to perform the pension calculations. The Plan Specifications will be approved by a representative from UTA.
6. Milliman will calculate and mail pension estimates as requested by participants or designated UTA staff. Estimates will be completed and mailed within eleven calendar days of the date Milliman receives all information necessary to complete the estimate. Milliman will meet this target for at least 95% of all estimates. If additional data or research is required to complete the estimate, the party requesting the estimate will be contacted within three business days after the date the request was received, will be notified of the delay, and will be given the new time frame for completing the request.
7. Milliman will produce final pension determinations and retirement application packets for retiring participants, including disabled retirees and eligible beneficiaries. Milliman will mail the retirement packet to the participant within eleven calendar days of the date Milliman receives all information necessary to complete the retirement packet. Milliman will meet this target for at least 95% of all retirement calculations. If additional data or research is required to complete the retirement packet, the party requesting the information will be contacted within three business days of the date the request was received, will be notified of the delay, and will be given the new time frame for completing the request.
8. Milliman will produce an accrued pension determination for terminated vested employees. Milliman will mail the termination packet to terminated vested participants within 45 days after the later of the participant's termination date or the date final termination information was received. UTA is responsible for providing final termination information.
9. Milliman will produce a refund of employee contributions determination for terminated non vested employees. Milliman will mail the termination packet to terminated non vested participants within 45 days after the later of the participant's termination date or the date final termination information was received. UTA is responsible for providing final termination information.

10. Milliman will mail retirement application packets to terminated vested participants 60 to 180 days prior to the participant's Normal Retirement Date.
11. Milliman will review completed retirement election forms to confirm that all forms have been signed as required and legal verification has been received for the participant's date of birth and the joint annuitant's date of birth, if applicable. If additional signatures or verifications are required to process the election form, Milliman will send a letter to the participant within three business days of the day the election form was received, to notify the participant of the missing information and the processing delay.
12. Milliman will monitor benefit payment eligibility on an ongoing basis, including expiration of fixed payment options, disability status, deaths, and take appropriate action when necessary to terminate benefit payments as required under the Plan.
13. Milliman will communicate new retirements, deaths, and all material changes to existing retiree data to the Plan's check writing custodian. This communication will be completed each month based on the timelines established by the Plan's check writing custodian. One-time payments, including lump sum payments and retroactive monthly payments, will be communicated to the check writing custodian once a month for approval based on the timelines established by the Plan's check writing custodian.

Milliman will reconcile changes in monthly payments with the Plan's check writing custodian. Milliman will work with the check writing custodian as required to meet this requirement. Upon request, Milliman will provide UTA with documentation of the monthly reconciliation.
14. Milliman will generate and mail participant benefit statements annually to all active participants. Benefit statements will be mailed by August 31, 2018 for the January 1, 2018 statements. After that, benefit statements will be mailed by March 31 following the statement date, starting with the January 1, 2019 statements. Active participants not accruing a benefit will receive an annual website calculation reminder notice.
15. Milliman will complete all pension calculations, including estimates and benefit statements, based on Plan provisions outlined in the Plan document, administrative procedures approved by UTA, and accrued benefit amounts provided by UTA. Plan provisions and administrative procedures will be documented in the Plan Specifications document.
16. Milliman will ensure that benefit calculations are reviewed by appropriate Milliman qualified professionals, and Milliman's internal review committee will review a sample of benefit calculations on an ongoing basis to confirm continued accuracy.
17. In the event of an overpayment to one or more participants, UTA will work with Milliman in their reasonable attempts to obtain repayments from the affected participants.
18. Milliman will use first class mail for all mailings to participants and UTA. Milliman will send information via overnight mail upon reasonable requests from UTA.

Pension Database Maintenance

19. Milliman will maintain the pension database, based on initial data load provided by UTA, periodic database downloads from UTA, and pension-specific data resulting from retiree deaths, calculations for retirees and terminated employees, and QDROs. UTA will send periodic files with payroll and demographic information to Milliman. The payroll files will include monthly pensionable compensation and employee contributions. Milliman will maintain off-site backup of the pension database.

Milliman will be responsible for the accuracy of the data entered by Milliman. Milliman will not be responsible for the accuracy of the pension data included in the initial data load from UTA, or the accuracy of the data included in the periodic data loads from UTA.

Milliman will not guarantee the turnaround times for pension calculations and pension estimates noted above if the ongoing data loads sent from UTA are not timely, accurate or complete. Milliman will promptly notify UTA if Milliman suspects problems with the data load, including any suspected errors or inconsistency with the data.

20. Milliman will maintain an optical image database, including off-site backup. The optical database will maintain copies of all correspondence and documents specific to each participant, including termination packets, applications and estimates mailed to the participant, completed retiree packets, and legal documentation. The optical database will include correspondence beginning with the date that Milliman began providing defined benefit administration services for the Plan.

21. UTA will provide Milliman with access to required pension data that is not included on the initial pension database transferred to Milliman. This includes, but is not limited to, archived data, past service listings, signed participant election forms for prior retirements, and QDROs.
22. Milliman will work with available data and with UTA to determine eligibility status and pension amounts, if applicable, for persons claiming pension eligibility who are not on the pension database. UTA will assist Milliman in this effort, and will make any discretionary decisions if available data is not sufficient to make a clear determination.
23. Milliman will review participant data for all rehired employees, and adjust the database as necessary so that future pension calculations will be calculated correctly for these participants. UTA is responsible for notifying Milliman if a participant rehires through the periodic data loads.

In completing this review, Milliman will request historical information as needed from UTA. In particular, the pension database maintained by Milliman may not have all historical information for participants who terminated employment prior to the date the pension database was transitioned to Milliman. This historical information will come from participant pension files that were maintained at UTA prior to the date Milliman began providing administrative services to the plan.

24. Milliman will process the annual pension data file for the actuarial valuation. Milliman will submit the file to the actuaries responsible for completing the valuation, and Milliman will be responsible for answering internally all data questions that result from the valuation process unless the question cannot be answer based on information provided by UTA.
25. Milliman will administer existing Qualified Domestic Relations Orders (QDROs) already on file. Milliman will also communicate options and amounts to participants and alternate payees, and establish appropriate benefit records for alternate payees. Milliman will calculate the split benefit as required by the QDRO. Milliman will not provide present value amounts for divorce proceedings. Instead, Milliman will direct participants with present value requests to engage an actuary for this purpose.

UTA will assist Milliman in resolving any discretionary decisions related to QDRO calculations. UTA will provide Milliman with historical documents required for prior QDROs.

Milliman will charge separate fees for QDRO adjudication and calculations, based on time charges using standard billing rates for Milliman employees.

26. The pension database, including the optical database, will be available for on-site inspection and audit by UTA, its internal audit representatives, and its independent external auditors.
27. All the data in the Milliman database related to UTA pension plan is the property of UTA. Milliman will provide the data to UTA in the event of a de-conversion. The data will be provided to UTA in a mutually agreeable data format, and will include an explanation of the fields and how they are used. Milliman will charge fees for de-conversion services based on time charges using standard billing rates for Milliman employees.

Participant and Plan Sponsor Website

28. Milliman will provide a website for active and terminated vested participants to complete on-line pension estimates. The participant website will be available second quarter 2018.
29. Milliman will provide a sponsor website for UTA representatives. The website will allow UTA representatives to view participant data and run reports. The plan sponsor website will be available second quarter 2018.

Benefit Compliance and Communications

30. Milliman will send originals of all participants' written claims for benefits, interpretation of Plan terms and formal appeals of claims denials to UTA within five business days after Milliman receives the claim or appeal.
31. Milliman will cooperate fully with UTA, its internal auditors, and its independent external auditors on questions related to the annual pension plan audits. Milliman will provide up to 10 hours of pension plan audit support per year. Milliman will charge separate fees based on time charges using standard billing rates for Milliman employees, for pension plan audit support in excess of 10 hours per year.

Miscellaneous Other Pension Tasks

32. On an annual basis, Milliman will provide an updated SOC 1 Type 2 Audit of Controls report.
33. Milliman will work together with UTA in their reasonable efforts to measure customer satisfaction levels of plan participants.
34. Milliman will work with UTA to complete other special projects related to defined benefit administration.

Milliman will charge UTA additional fees for these projects, based on time charges using standard billing rates for Milliman employees. Milliman will estimate for UTA the cost of these projects in advance, and will discuss with UTA the potential impact of special projects on the service levels outlined above for ongoing defined benefit administration work.

Schedule B

**Fees for Defined Benefit
Administration Services**

**Fees for Defined Benefit Administration Services for
Utah Transit Authority Employee Retirement Plan and Trust Agreement**

This Defined Benefit Administration Fees document is Schedule B to the Retirement Plan Services Agreement between Utah Transit Authority (UTA) and Milliman, Inc. (Milliman) that is effective January 1, 2018. This Fees document sets forth the fee arrangement for services performed in accordance with Schedule A Expectations Document for Defined Benefit Administration Services.

DEFINED BENEFIT ADMINISTRATION FEES

Administration fees include services as outlined in Schedule A Expectations Document for Defined Benefit Administration Services. Fees are potentially payable from plan assets.

Defined Benefit Administration Outsourcing Services	Frequency	Fee
Per Participant Fee	Annual (billable monthly)	\$58.75 per participant
Base Fee	Annual (billable monthly)	\$56,000 per plan
Expenses	Ad-Hoc	Charged at cost

Defined Benefit administration fees will commence effective February 1, 2018. Fees noted above will apply for calendar year 2018 and 2019. For 2020 and beyond, fees will increase according to CPI-W increases, measured on the change in CPI-W from 3rd Quarter to 3rd Quarter. Annual increases will be limited to no more than 5% and no less than 0%, with any excess of CPI increases over 5% (or decreases below 0%) recoverable in a later year when CPI-W increases are less than 5% (or greater than 5%).

No separate system usage or license fees apply for the defined benefit administration system.

MARC license agreement dated February 23, 2017

With the execution of the Retirement Plan Services Agreement, the MARC license agreement dated February 23, 2017 is terminated. However, the remaining implementation fees per the terms of Exhibit C of the MARC license agreement are due. These monthly fees are payable until the implementation fee has been paid in full.

Administration Work Billed Separately

- Special projects, including large volume work (e.g. calculating prior frozen benefits, lump sum window project, etc.)
- Processing more than 30 payroll and demographic data loads per year (26 bi-weekly plus 4 quarterly)
- QDRO adjudication and processing (including calculations)
- Nonqualified plan calculations
- Retiree Medical administration, including determining eligibility, facilitating enrollment and deducting premiums from monthly pension checks

- Manual updates to check writing trustee
- Researching participant data in hard-copy files
- Providing non-standard or ad-hoc listings and reports
- Attendance at more than one Pension Committee meeting annually
- Participant counseling meetings
- Assisting in the preparation of non-standard Plan communications
- Pension plan audit support in excess of 10 hours per year
- Out of pocket expenses

Variable fees, special projects

Milliman will work with UTA to complete other special projects related to defined benefit administration.

Milliman will charge additional fees for these projects, based on time charges using standard billing rates for Milliman employees. Milliman will estimate the cost of these projects in advance, and will discuss with UTA the potential impact of special projects on the service levels outlined above for ongoing defined benefit administration work.

Out-of-pocket expenses

In addition to the base fee, out-of-pocket charges will be reimbursed for expenses incurred in connection with defined benefit administration services. Out-of-pocket expenses shall include, but are not limited to, the following:

- Charges for website, phone use and toll-free maintenance fee
- Postage, including express delivery as required
- Printing for materials dedicated to UTA administrative services
- Assembly costs for large mailings
- Vendor costs for address searches and death audits
- Travel at reasonable and customary expense levels

Out-of-pocket charges will not include set-up charges for providing these services, such as costs for telephone systems, computer equipment, etc.

Implementation services billed at time and expense

Additional fees will be charged for the following services, if required. These services will be charged based on time and expense, using the standard billing rates for Milliman employees performing the following services:

- Calculating final accrued benefits, prior accrued benefits, frozen benefits, or prior minimum benefits that can be relied on for administration.
- Data research and clean-up of historical data. Our base fee includes data review and checks, but time for research and clean-up of individual historical data will be billed separately.
- Processing calculation backlog. Work required to process calculations for prior events will be billed separately. This includes, for example, retirement calculations for terminated participants past normal retirement age on the implementation date, and following up on pre-retirement death benefits payable for participants who died prior to the implementation date.
- Extensive reconciliation and documentation of data from multiple sources. Milliman is already in the process of loading data from multiple data sources. However, the administration outsourcing fee assumes

that data will be provided in the MARC system will be reliable for our use, and will include accurate descriptions noting how the data fields apply for benefit administration purposes. Extra implementation work required to complete these tasks, or to reconcile, compare and correct data from different sources will be billed separately

- Correction of any discrepancies identified in the reconciliation of data from multiple sources will be billed separately.
- Special communications campaigns or materials provided during the implementation will be billed separately.

We will not bill for additional implementation services without an advance discussion with you, and your approval that additional fees are applicable for the services.