

**AMENDED AND RESTATED
INTERAGENCY AGREEMENT**

**Department of Management Services, Division of Retirement,
and
State Board of Administration of Florida**

AMENDED AND RESTATED INTERAGENCY AGREEMENT

This Amended and Restated Interagency Agreement (Agreement) is between the Florida Department of Management Services, Division of Retirement (Department), and the State Board of Administration of Florida (Board), each a “Party” and collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, section 121.025, Florida Statutes (F.S.), provides for the Secretary of the Department of Management Services to administer the state's retirement and pension systems assigned or transferred to the Department of Management Services; and

WHEREAS, section 121.4501, F.S., creates an optional defined contribution plan within the Florida Retirement System (FRS) which eligible Members may elect to participate in, known as the FRS Investment Plan; and

WHEREAS, section 121.4501(8), F.S., provides that the Investment Plan shall be administered by the Board and affected employers; and

WHEREAS, the Board is contracting with a Third-Party Administrator (TPA) and other approved service providers to provide administrative services, recordkeeping, and account management services to the Board; and

WHEREAS, section 121.4501(8)(b), F.S., directs the Board to contract with one or more educational services, which includes but is not limited to, assisting employees in their choice of pension plan or investment plan retirement alternatives, disseminating educational materials, providing retirement planning education, and offering financial planning guidance on matters such as investment diversification, investment risks, investment costs and asset allocation; and

WHEREAS, sections 121.4501(8)(a)1 & 2, F.S., authorizes the Department to provide certain administrative services to the Board and Investment Plan members, provided those services can be competitively and contractually provided by the Department; and the Board desires to retain the Department to provide these services; and

WHEREAS, the Department owns and maintains the Integrated Retirement Information System (IRIS) database that houses retirement data for FRS members; and

WHEREAS, the Department contracts with a vendor to provide the Information Technology (IT) services necessary for operational activities of the FRS plan administration; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. Definitions:

In addition to the words, terms, and phrases defined in Chapter 121, F.S., the following terms are defined as follows and used herein:

- (a) **Accumulated Benefit Obligation (ABO):** The present value calculation of a member's accrued Pension Plan benefit, as defined in sections 121.4501(3) and 121.4501(4), F.S.
- (b) **Business Day:** Either 24 hours from time of receipt or 5:00 p.m. on the day after receipt, whichever is later, excluding the hours in Saturdays, Sundays, and state-observed holidays.
- (c) **Data:** Information, knowledge, facts, and concepts. Data may be in any form, including, but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form, all metadata associated with the data, and any non-aggregated and non-anonymized information derived therefrom.
- (d) **FRS Retirement Seminar:** Multiple presentations of Department and Board sponsored retirement topics at one location.
- (e) **IRIS:** The database of Member data reported by FRS employers and other sources. It includes IRIS 1.0, IRIS 2.0, FRS Online, and all software and hardware necessary to support the application, as these databases currently exist along with any future updates.
- (f) **IT Contractor:** Vendor selected by the Department to provide Information Technology (IT) services.
- (g) **Member:** A person who is eligible for the FRS as defined in Chapter 121, F.S.
- (h) **Presentation:** A single Department or Board sponsored presentation at one location.
- (i) **Third Party Administrator (TPA):** Vendor selected by the Board to provide administrative, recordkeeping, and account management services to the Board.

II. Policy:

The Parties agree that proper FRS plan administration is a common goal. When it is in the best interests of the Board and the Department, both Parties shall cooperate in addressing needed budget amendments, legislation, and policy development to meet challenges, to assure consistent policy and efforts, and to achieve the common goal.

III. Services Provided:

The Department will provide to the Board, its TPA, and approved service providers for the Investment Plan, the services required to carry out the administration of the Investment Plan and retirement and financial education of all FRS members, as set forth in Schedule A ("Scope of Services Provided by the Department").

The Board will provide to the Department the services required to assist to carry out these services as set forth in Schedule C ("Scope of Services Provided by the Board").

IV. Compensation:

- A. As compensation for the Department's administrative services to the Board and Investment Plan members, as provided for under the terms of this Agreement, the Board shall pay the Department, the amounts, at the times and in the manner provided as specified in Schedule B ("Compensation"). The rate of compensation provided to the Department shall be reviewed every five (5) years.
- B. As compensation for the Board providing independent education vendors for the FRS Retirement Seminars and for the Board's administrative services required to mail the PIN reminders to Pension Plan members as provided for under the terms of this Agreement, the Department's payments to the Board, are adjustments to the monies due to the Department from the Board, in the amounts, at the times and in the manner provided as specified in Schedule B ("Compensation").
- C. The Board shall have an independent contractual relationship with the Department's IT Contractor and shall be responsible for payment of fees for enhancements and architecture improvements for the FRS Investment Plan provided by the IT Contractor at the Board's request. The Board's payments to the IT Contractor shall be subject to the terms set forth in the independent contract or other contractual arrangement, between the Board and IT Contractor.
- D. The Department shall review the Board's requests for FRS Investment Plan related services or projects to be provided by the Department's IT Contractor.

V. Agreement Period:

This Agreement shall commence upon execution by both Parties and shall be in continued existence, subject to termination and amended agreement terms by both Parties. Termination may occur as provided in Paragraph X. At least annually, the Department will participate in a service review with the Board.

The Board's obligation to pay and responsibilities under this Agreement are contingent upon the Board receiving approval by the Board of Trustees.

The Department's responsibilities under this Agreement are contingent upon the Department receiving an annual appropriation or other necessary approval by the Legislature.

Both Parties shall cooperate in obtaining the necessary legislative approval.

VI. Confidentiality and Access to Records:

Subject to Chapter 119, F.S., the Department and Board each agree all confidential information, as defined herein, communicated to each other during the term of this Agreement shall be received in strict confidence, shall be used only for the purposes of this Agreement, and no such information shall be disclosed to third parties by the recipient Party, its officers, employees, consultants, or agents without the prior written consent of the other Party. "Confidential Information" is all information, whether oral, written, graphic, or machine-readable, relating to the Department or Board, their operating systems, financial information, or as described in sections 121.031(5) and 121.4501(19), F.S., that is designated in writing to be confidential or proprietary, that is made so by law, or that would be understood by a reasonable person to be confidential or proprietary. Each Party agrees to take all reasonable precautions to prevent the disclosure to third parties of such information. "Confidential

Information” shall not include any information that is required to be disclosed by law, subpoena or other legal process, including the provisions of Chapter 119, F.S., or regulatory requirements.

Subject to the provisions of Chapter 119, F.S., the Board and the Department shall treat the Confidential Information as confidential, using the same standard of care that it uses to protect its own proprietary or confidential information (but not less than a reasonable standard of care), and no information shall be disclosed to third parties by the Board or Department without the prior written consent of the other Party. Each Party agrees to take all reasonable precautions to prevent the disclosure to third parties of such information, except to the extent otherwise required by any applicable federal or state law, or requested by regulatory authority, or by direction of the Board or Department. In the event of termination of this Agreement, this provision shall not terminate and will remain in continued existence and effect until the receiving Party no longer has the other Party’s confidential information in its possession.

Pursuant to section 501.171, F.S., the Parties agree that they will comply with the requirements thereof to the extent applicable. If a breach occurs, the Party responsible for the system that was breached and/or FRS specific data as outlined therein will report the breach of the system to the other Party and will be responsible for all notifications required under 501.171.

Both Parties acknowledge and agree that a breach of these confidentiality obligations would cause irreparable harm to the Parties and that no adequate remedy is available at law for such breach. Accordingly, it is agreed that the Parties will be entitled to seek an injunction or injunctions to prevent breaches of these confidentiality obligations and to enforce specifically the terms in this Section.

In the event of a breach of data by the Board or of Board sponsored systems/websites, to the extent necessary, the Board, either directly or through a third-party, will provide security breach response services which may include, but are not limited to, security-related call centers and security website activation.

In the event of a breach of data by the Department or of Department sponsored systems/websites, to the extent necessary, the Department will provide, either directly or through a third-party, the security breach response services described above. If the Department is unable to provide security breach response services, the Department may use the Board’s security breach response services and reimburse the Board for the actual cost of such services.

The Department shall maintain and secure adequate back-ups of all data, and have industry appropriate disaster recovery processes and procedures in place. The Department shall provide its disaster recovery plans upon the Board’s request.

The Board shall ensure that its TPA and other service providers maintain and secure adequate back-ups of all data, and have industry appropriate disaster recovery processes and procedures in place.

VII. Governing Law:

This Agreement shall be governed, construed, performed, and enforced in all respects in accordance with the laws of the State of Florida. If any legal dispute arises out of this Agreement, both Parties agree that Leon County, Florida, shall be the venue for such legal recourse.

VIII. Notices:

Where notice is required to be given to the Board pursuant to this Agreement, it shall be sent via certified mail (return receipt requested), electronic mailing, or delivered personally, and shall be addressed as follows:

If sent by certified mail:

Attention: Executive Director & CIO
State Board of Administration
Post Office Box 13300
Tallahassee, Florida 32317-3300

Attention: Chief of Defined Contribution Programs
State Board of Administration
Post Office Box 13300
Tallahassee, Florida 32317-3300

If sent electronically:

Attention: Executive Director & CIO
State Board of Administration
Post Office Box 13300
Tallahassee, Florida 32317-3300
Ash.Williams@sbafla.com

Attention: Chief of Defined Contribution Programs
State Board of Administration
Post Office Box 13300
Tallahassee, Florida 32317-3300
Daniel.Bead@sbafla.com

If delivered by hand or express mail/courier service:

Attention: Executive Director & CIO
State Board of Administration
1801 Hermitage Boulevard, Suite 100
Tallahassee, Florida 32308
Telephone: (850) 488-4406

Attention: Chief of Defined Contribution Programs
State Board of Administration
1801 Hermitage Boulevard, Suite 100
Tallahassee, Florida 32308
Telephone: (850) 488-4406

With a copy to:

Attention: General Counsel
State Board of Administration
1801 Hermitage Boulevard, Suite 100
Tallahassee, Florida 32308

Where notice is required to be given to the Department pursuant to this Agreement, it shall be sent via certified mail (return receipt requested), electronic mailing, or delivered personally, and shall be addressed as follows:

If sent by certified mail:

Attention: State Retirement Director
Department of Management Services
Division of Retirement
PO Box 9000
Tallahassee, FL 32315-9000

Attention: Office of the Secretary
Department of Management Services
4050 Esplanade Way
Tallahassee, FL 32399

If sent electronically:

Attention: State Retirement Director
Department of Management Services
Division of Retirement
PO Box 9000
Tallahassee, FL 32315-9000
David.DiSalvo@dms.myflorida.com
850-487-4133

Attention: Office of the Secretary
Department of Management Services
4050 Esplanade Way
Tallahassee, FL 32399
Jonathan.Satter@dms.myflorida.com

If delivered by hand or express mail/courier service:

Attention: State Retirement Director
Department of Management Services
Division of Retirement
3189 S. Blair Stone Road
Tallahassee, FL 32301

Attention: Office of the Secretary
Department of Management Services
4050 Esplanade Way
Tallahassee, FL 32399

With a copy to:

Attention: Office of the General Counsel
Department of Management Services
4050 Esplanade Way, Suite 160
Tallahassee, FL 32399

IX. Severability:

The terms and provisions of this Agreement shall be severable. If any term or provision is held to be invalid or unenforceable, that term or provision shall be ineffective to the extent of such invalidity or unenforceability. The remaining terms and provisions shall continue in full force and effect.

X. Termination:

The Agreement may be terminated by written notice of termination provided to either Party at least ninety (90) days prior to termination.

XI. Service Provider Transition:

In the event of a termination of this Agreement, or of a transfer of services among the Department's or Board's service providers, both Parties shall cooperate for the purpose of an orderly transfer of services, responsibilities, duties, or records during a mutually agreed upon transition period. The Party transferring the service will provide the necessary documents and files and will generally assist the new service provider in learning the content of such documents and files.

XII. Entire Understanding:

Subject to the terms and conditions hereof:

- A. This Agreement contains the entire understanding of the Parties with respect to the provision of the services and shall be binding on both Parties.
- B. There are no expectations, restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein.
- C. No oral agreements, understandings, or representations shall be valid and binding unless expressly contained herein; or by a written amendment to this Agreement, signed by the duly authorized representatives of both Parties.
- D. This Agreement, unless otherwise specified herein, may be amended only by a written instrument duly executed by the Parties hereto or their respective successor or assigns.
- E. This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings, arguments, or arrangements between the Parties with respect to the subject matter hereof.

XIII. Audit:

During the term of this Agreement or for a period of three (3) years after the final payment has been made on this Agreement, the Auditor General of the state, or an independent auditor mutually agreed to by both Parties, may conduct any audit necessary to permit the evaluation and verification of both Parties' compliance with the terms of this Agreement and applicable law.

XIV. Fraud Hotline

The Board maintains a fraud hotline at (800) 547-9180 to encourage individuals to report suspected Board-related fraud, theft, or financial misconduct on an anonymous basis. The hotline is operated 24 hours a day, 7 days a week, by an independent company and tips are anonymously referred to the Board's Inspector General. Within 30 days following the effective date of this Agreement, the Department agrees to communicate this hotline information to those of its employees that are responsible for providing services under this Agreement, and will communicate this information to any new employees providing services during the term of this agreement.

Within 30 days following the effective date of this Agreement, the Board agrees to communicate the phone number (850-488-5285) and email address (OIGInvestigations@dms.myflorida.com) for the Department's Office of Inspector General to its employees that are responsible for providing services under this Agreement to report suspected Division-related fraud, theft, or financial misconduct. The SBA will also communicate this information to any new employees during the term of this agreement.

If either Party receives notice of any type of misconduct related to the other Party in any manner, including through the notification methods described in this section, the receiving Party will promptly notify the other Party.

XV. Contract Transparency:

Consistent with the Florida Transparency in Contracting Initiative, the Parties posts certain contracts online, and this Agreement will be one of the agreements posted. The Parties agree that this Agreement will be posted online and available to the public (including any amendments or addenda hereto), along with a description of the content of the Agreement (including any amendments or addenda hereto).

XVI. Miscellaneous:

All titles, headings, captions respecting the content of the sections or paragraphs of this Agreement, and attached schedules, are for the convenience of reference only and shall not be construed as a part or limitation of those provisions to which they refer.

XVII. Effective Date:

The effective date shall be the date whereby the last Party signs this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized officials.

**State Board of Administration
of Florida**

Signature: 

Ashbel C. Williams
Executive Director and CIO

Date: June 23, 2020

Department of Management Services

Signature: 

David Rathke, Director
Division of Finance and Administration
Department of Management Services

Date: 6/23/2020 | 9:14 AM EDT

Approved to Legality

Signature: 

Elizabeth Stevens
Assistant General Counsel
State Board of Administration

Date: June 23, 2020

Approved to Legality

Signature: 

Nikita Parker
Assistant General Counsel
Department of Management Services

Date: 6/23/2020 | 9:16 AM EDT

SCHEDULE A

Scope of Services Provided by the Department

The Department will provide the services as listed below:

Section 1. Receiving Member Data and Payroll Interfaces

A. Employer Reporting

The Department shall:

- Be the primary interface with FRS participating employers and receive retirement contributions and Data from reporting employers.
- Determine the eligibility of employers to join the FRS.
- Process and transmit Investment Plan data with corresponding retirement contributions and account details to the Board's TPA and other service providers as required.
- Transmit retirement contributions and Data to the Board's TPA within two (2) Business Days after receipt of all information from employers.
- Process monthly retirement reports 99% of the time within one (1) Business Day after receipt.

Section 2. Plan Transfers

A. Transfer of Assets

The Department shall:

- Complete the required asset transfer for membership transfers from the Pension Plan to the Investment Plan and from the Investment Plan to the Pension Plan, including information required by the Board and/or its TPA.
- Provide the Board's TPA with preliminary present value calculations for transfers from the Pension Plan to the Investment Plan.
- Provide the Boards' TPA with correct Data for final present value calculations.

B. Transfer of ABOs

The Department shall:

- Provide the Board and/or approved service providers with an estimated ABO by the 15th calendar day of the month following receipt of a payroll reflecting a plan change.
- Provide a final ABO by the 15th calendar day of the second month following receipt of a payroll reflecting a plan change.
- Transfer 100% of the calculation of Pension Plan ABO amounts as scheduled in the ABO transfer/true-up process.

C. Transfer of Data

The Department shall:

- Assist the Board and/or the approved service providers to ensure the successful transfer of secured Data to and from the Department.

The Parties shall coordinate the transmission and format of reports jointly as needed.

Section 3. Enrollment

A. Member Election and Enrollment Processes

The Department shall:

- Assist the Board in the development of election and enrollment forms, as needed.
- Provide the Board's TPA and/or other approved service providers with FRS member salary, service history, and other Data via data feeds, as necessary, to generate benefit comparison information, to administer member elections (choice tools or second elections), and to support member education, guidance and advice.
- Be available to respond to Member account issues and provide information as needed by the Board, its TPA, and other approved service providers in a timely manner.
- Handle telephone calls from participating employers regarding plan contributions and reporting procedures.
- Promptly provide all information requested by the Board's TPA, approved service providers, and/or the Board.
- Timely determine validity of choice enrollments into the Pension Plan or Investment Plan, and to reverse invalid elections upon determination.

Section 4. Coordination with the TPA

The Departmental shall:

- Coordinate all Data exchanges (files and web services) with the Board's TPA in order to populate the TPA's database. Service history, ABO amounts, and other necessary Data shall be provided via secure electronic feed.
- Provide membership and demographic data exchanges with the Board's TPA as frequently as daily (such as address changes, vesting schedules, death notices, and monthly pension payments/lump sum payouts).
- Notify the Board's TPA when a member has been approved for disability benefits.
- Notify the Board and its TPA when an application for in-line-of-duty death benefits has been approved for deceased Investment Plan members.
- Notify the Board's TPA when a plan choice enrollment has been determined to be invalid.

Section 5. Member Services

A. Department's Contact Center

The Department shall:

- Ensure its Contact Center coordinates with the Board's service providers to facilitate FRS member and FRS employer calls on all direct call transfers to and from the Department's Contact Center.
- Handle Member calls relating to Health Insurance Subsidy (HIS) benefits, disability benefits, in-line-of-duty death benefits, vesting, creditable service, and present value calculations.
- Operate within its regular business hours on Business Days.
- Assist the Board with any member complaints by providing relevant phone calls and documents.

B. FRS Retirement Seminars

The Department shall:

- Provide presentation materials to the Board's service provider for FRS Retirement Seminars.

C. FRS Online Website

The Department shall:

- Coordinate jointly with the Board to allow Pension Plan members to access FRS Online via MyFRS.com. The Department will provide the Board with at least sixty (60) days' notice if it elects to discontinue this functionality. Notwithstanding the forgoing, the Department may immediately discontinue this functionality if the Department believes a security risk exists.

Section 6. Data Maintenance and Administrative Support Services

A. General

The Department shall:

- Retain ownership of and maintain responsibility for Data to the extent consistent with Florida law.
- Maintain the Department's database of information reported by participating employers and other sources on all FRS members.
- Provide the Board and/or its approved service providers with access to Data through daily electronic interfaces.
- Ensure the security and appropriate use of Data within the Department's database through appropriate security measures and monitoring, and providing documentation as listed in this agreement.

B. Membership

The Department shall:

- Determine eligibility for Members to participate in the retirement system.
- Determine membership class eligibility for all Members.

C. Creditable Service and Vesting

The Department shall:

- Determine vesting requirements for all Members.
- Maintain FRS service credit history for all Members and coordinate the transmission of Members' service data to the Board's TPA and/or other approved service providers as required.

D. Member Termination Dates

The Department shall:

- Transmit termination dates received from FRS employers to the Boards' TPA via daily Data transmission feeds.

E. Health Insurance Subsidy (HIS)

The Department shall:

- Administer the HIS provisions, pursuant to law, and determine HIS eligibility for all Members.

F. 2nd Election to the Pension Plan

The Department shall:

- Provide the cost to transfer from the Investment Plan to the Pension Plan to the Board's TPA and/or approved service providers and the participating member.
- Confirm the plan change made by the Member with the FRS employer.

G. Member Leave of Absence (LOA)

The Department shall:

- Provide the Board's TPA with leave of absence dates received from FRS employers, indicating an Investment Plan member's authorized LOA.
- Determine Investment Plan members' eligibility for Military Leaves of Absence and calculate employer and employee contributions due. Once paid, the Department will send the contributions to the Board's TPA to be deposited into the Investment Plan member's account.

H. Qualified Domestic Relations Orders (QDROs)

The Department shall:

- Maintain the ownership and responsibility for Pension Plan QDRO information.
- Upon request, provide a calculation of the marital percentage for an Alternate Payee of a current Investment Plan member, whose marital period includes prior membership in the Pension Plan. The request for such a calculation will be made by the Investment Plan QDRO Plan Administration office to the Department and will be provided within five (5) Business Days. The Department will not handle Income Deduction Orders, Qualified Income Trusts, or QDROs for Investment Plan members.

I. Forfeitures of Benefits and Terminations

The Department shall:

- Make legal determinations of all Pension Plan forfeitures of benefits and make appropriate notifications. The Department will not handle forfeitures of benefits for Investment Plan members, but shall place a notation on Investment Plan members' accounts in IRIS.

J. Disability Benefits

The Department shall:

- Determine eligibility for disability benefits for all Members.

K. In-Line-Of-Duty Death Benefits

The Department shall:

- Notify the Board when the family of a deceased member has applied for in-line-of-duty death benefits.
- Determine eligibility for in-line-of-duty death benefits for all deceased Member accounts.

L. Member Beneficiary Designations

The Department shall:

- Maintain the ownership and responsibility for Pension Plan beneficiary information.

SCHEDULE B

Compensation

Section 1. Fees: State Board of Administration

A. Fee Schedule

Effective July 1, 2020, the annual per Investment Plan member fee shall be \$2.00 (\$.50 quarterly). The Board agrees to pay this annual fee to the Department in quarterly payments for all Investment Plan members. This fee shall be reviewed every five (5) years.

B. Fee Calculation

The count of Investment Plan members shall be determined at the end of each quarter throughout the fiscal year (September 30, December 31, March 31, and June 30). This count shall only include Investment Plan members who are in an “active” status in the IRIS database.

Example Calculation for Quarterly Fee:

100,000 Investment Plan members @ \$.50 each = \$50,000 total Board fees for services related to Investment Plan members during a quarter.

C. Payment Frequency

The quarterly payment amount will be based on the total number of active Investment Plan members at the end of each quarter as determined by the Department.

D. Reimbursement for Approved Travel

In the event the Board has travel expenses, reimbursements will be according to the Board’s Travel Policy as amended, which will be provided to the Department upon the Department’s request.

Section 2. Fees: Department of Management Services

As compensation for the Board providing independent education vendors for FRS Retirement Seminars and for the Board’s administrative costs to mail the PIN reminders to Pension Plan members, the Department’s fees are as follows:

A. Fee Schedule

- The Board will bill the Department \$2,245 per day for each FRS Retirement Seminar held in a single location or via an online interface such as a webinar or webcast. If multiple FRS Retirement Seminars are held in separate locations on a single day, then each FRS Retirement Seminar will be billed separately. The number of Department and Board sponsored FRS Retirement Seminars shall not exceed the total fees available.
- The Board will bill the Department \$4,700 for workshop development of the FRS Retirement Seminar. Any additional workshop development requested will be negotiated between the Board and the Department.

- The Board will bill the Department \$1,900 per day for one Presentation requested by the Department. The presentation may be done via an online interface such as a webinar or webcast.
- The Board will bill the Department for administrative costs of no more than \$0.10 plus the postage associated with mailing each PIN reminder to Pension Plan members. The Department will provide the Board with at least sixty (60) days' notice if it elects to discontinue this functionality. Notwithstanding the forgoing, the Department may immediately discontinue this functionality if the Department believes a security risk exists.
- The administrative costs shall be reviewed every five (5) years. Note: The cost to mail PIN reminders to Pension Plan members is not known until after the PINs have been mailed.

B. Fee Calculation

The costs for FRS Retirement Seminars and Presentations will be calculated by the Board and submitted to the Department.

Example Calculation for Quarterly Fee:

15 FRS Retirement Seminars @ \$2,245 each:	\$33,675
Three Presentations @ \$1,900 each:	\$5,700
Cost to mail PIN reminders to Pension Plan members:	<u>\$8,300</u>
Total Department Fees:	\$47,675

C. Payment Frequency

The quarterly fees the Department owes are deducted from the quarterly fees owed by the Board.

D. Reimbursement for Approved Travel

In the event the Department has travel expenses, reimbursements will be pursuant to Chapter 112, F.S.

Section 3. Quarterly Payment Calculation for Invoicing

The costs (calculated by the Board and reviewed by the Department) for hosting FRS Seminars and Presentations and mailing PIN reminders to Pension Plan members will be reduced from each quarter's total fee owed by the Board for Investment Plan members after the end of each quarter.

When transmitting each invoice, the Board will provide documentation with full details of how all fees were calculated, as required by the Department.

Example of Invoice Details Based on Documentation of Fees:

Fees owed to the Department:	\$50,000 (see Section 1 above)
Fees owed to the Board:	<u>\$47,675</u> (see Section 2 above)
Net quarterly payment due to the Department:	\$ 2,325

SCHEDULE C

Scope of Services Provided by the Board

The Board will provide the services listed below:

- A. Ensure that confidentiality provisions are included in agreements with the TPA and other Investment Plan service providers, and provide copies of such upon request.
- B. Participate in IRIS security training and access reviews.
- C. Ensure that each service provider with access to the IRIS data participates in IRIS security training.
- D. Ensure that any communications that include a Member's personal identifying information (PII) is communicated over a secure channel, in coordination with the Department.
- E. Coordinate jointly with the Department for the ability for Pension Plan members to access FRS Online via MyFRS.com. The Department will provide the Board with at least sixty (60) days' notice if it elects to discontinue this functionality. Notwithstanding the forgoing, the Department may immediately discontinue this functionality if the Department believes a security risk exists.
- F. Coordinate with the Department and service provider to conduct FRS Retirement Seminars and Presentations, which includes FRS employer registration, scheduling, and surveys. The Board will ensure that the survey questions provided by the Department will be provided to attendees of the Retirement Seminars and Presentations that the Department will be billed for. Attendees will receive one jointly prepared survey that is provided by the Department, the results of which will be shared with the Board. If the Department does not provide survey questions, the Board will provide the survey questions and share survey results with the Department. The Board will provide Retirement Seminar and Presentation attendee counts to the Department.
- G. Provide the number of Pension Plan PIN reminders mailed to Pension Plan members, postage, and administrative costs per PIN mailing.
- H. Ensure its Contact Centers coordinate with the Department on all direct call transfers to and from the Department's Contact Center.
- I. Coordinate with the service provider to assist in providing additional language interpretation services as needed to assist the Department with Member inquiries, if available.