



STATE OF WISCONSIN
Department of Employee Trust Funds
 Robert J. Conlin
 SECRETARY

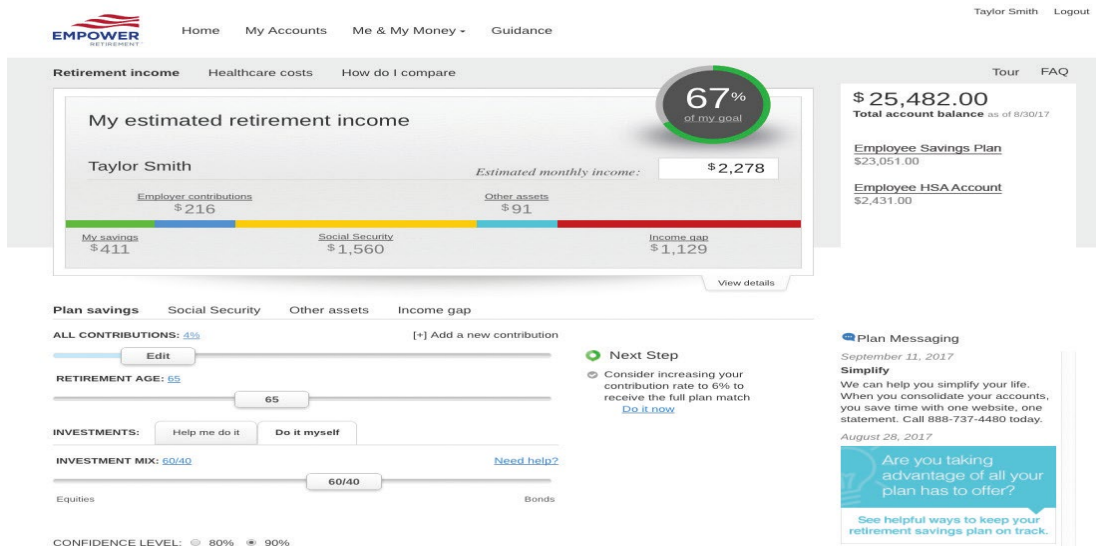
Wisconsin Department
 of Employee Trust Funds
 PO Box 7931
 Madison WI 53707-7931
 1-877-533-5020 (toll free)
 Fax 608-267-4549
 etf.wi.gov

Correspondence Memorandum

Date: October 23, 2018
To: Wisconsin Deferred Compensation Board
From: Shelly Schueller, Director
 Wisconsin Deferred Compensation Program
Subject: Empower Contract Amendment

ETF recommends the Board approve an amendment to the Wisconsin Deferred Compensation (WDC) Program administrative services agreement with Empower Retirement.

WDC participants' views of their account information on the Empower Retirement website changed earlier this year when Empower rolled out a new website experience. This new website includes the "Lifetime Income Score" (LIS); see the illustration below. Developed by Empower Retirement, the LIS gives retirement plan participants the ability to see where they stand financially when it comes to replacing working income with retirement income, given current lifestyle factors.



Reviewed and approved by Matt Stohr, Administrator, Division of Retirement Services

Matt Stohr

Electronically Signed 10/29/18

Board	Mtg Date	Item #
DC	11.15.18	4

Empower Contract Amendment

October 23, 2018

Page 2

If certain key data elements from the Wisconsin Retirement System (WRS), including details such as participant name, date of birth, normal retirement age and estimated WRS pension benefit, were to be included on the LIS, then the LIS could provide WDC participants with a very comprehensive look at their estimated retirement income.

The proposed contract amendment would formalize the transfer of this data from ETF to Empower Retirement. ETF and Empower Retirement have developed a secure process to transmit this data on an annual basis. ETF recommends the Board approve the amendment to the WDC Program administrative services agreement with Empower Retirement to provide the ability for this data transfer to occur. ETF is working with Empower Retirement to evaluate the best method for including WRS pension estimates (e.g. participant opt-in/opt-out) and the communication strategies to be deployed in support of this initiative. We will report back to the Board when the details have been settled.

Staff will be available at the meeting to answer any questions.

Attachment: Proposed Contract Amendment



Contract by Authorized Board

Commodity or Service:

Contract No./Request for Bid/Proposal No:

Wisconsin Deferred Compensation Program

ETE0005 Amendment #1 dated November 15, 2018

Authorized Board: Deferred Compensation Board

Contract Period: December 1, 2017 through November 30, 2022.

1. This Contract Amendment #1 is entered into by the State of Wisconsin, Department of Employee Trust Funds (Department), the State of Wisconsin Deferred Compensation Board (Board) and Great-West Life & Annuity Insurance Company hereinafter referred to as the "Contractor", whose address and principal officer appears on page 2. The Department is the sole point of contact for this Contract.
2. Whereby the Department agrees to direct the purchase and Contractor agrees to supply the Contract requirements in accordance with the Department Terms and Conditions, and the documents specified in the order of precedence below, hereby made a part of the Contract by reference.
3. By executing this Contract Amendment #1 the Department and Contractor hereby agree to modify the Contract by adding a new Exhibit 9 concerning TRSFlex Services.
4. For purposes of administering this Contract, the order of precedence is:
 - (a) This Amendment #1 dated November 15, 2018;
 - (b) The Contract Extension with Great-West Life & Annuity Insurance Company dated October 16, 2017;
 - (c) The Contractor's revised proposal dated October 8, 2015;
 - (d) The 2005 Contract and all Amendments with Great-West Life & Annuity Insurance Company;
 - (e) The Request for Proposal (RFP) dated January 14, 2005; and,
 - (f) The Contractor's proposal dated March 1, 2005.

Contract Number & Service: ETE0005 Wisconsin Deferred Compensation Program
 Contract Amendment #1 dated November 15, 2018

State of Wisconsin Department of Employee Trust Funds
By Authorized Board (<i>Name</i>)
Deferred Compensation Board
Signature
Name and Title
Edward D. Main, Chair State of Wisconsin Deferred Compensation Board
Phone
608.266.9854 (A. John Voelker, Deputy Secretary)
Date (<i>MM/DD/CCYY</i>)

Contractor
Legal Company Name:
Great-West Life & Annuity Insurance Company
Trade Name:
Taxpayer Identification Number:
84-0467907
Contractor Address (Street Address, City, State, Zip):
8515 East Orchard Road Greenwood Village, CO 80111
Name & Title (print name and title of person authorized to legally sign for and bind Contractor)
Daniel A. Morrison Senior Vice President, Government Markets
Signature
Phone
303.737.6992 (Daniel A. Morrison, SVP)
Date (<i>MM/DD/CCYY</i>)

**EXHIBIT 9:
TRSFLEX SERVICES AND FEE SCHEDULE**

**TRSFlex Services and Fee Schedule
for the Agreement for Administrative Services
for the Wisconsin Deferred Compensation Program 457(b) Plan**

I. RECORDKEEPING AND OTHER SERVICES

On an annual basis, Empower will take in an outside asset feed (the “TRSFlex Feed”) via standard secure file transfer protocol (SFTP) and layout regarding the Wisconsin Retirement System, (“WRS”) from the Department of Employee Trust Funds (Department). Certain data elements shall be as mutually agreed to by the parties and in accordance with the standard layout.

Via TRSFlex functionality, Empower will report certain of the Department’s data elements, as set forth above, on (1) Empower’s Participant website, (2) voice response system, and (3) individual Participant statements. Certain data elements shall also be utilized to provide estimated hypothetical monthly retirement income projections and performance against retirement goals via Empower’s Participant website experience.

In addition, Empower will establish a link to the Department website, so that Participants can access online tools that Department makes available.

II. PLAN SPONSOR / PLAN ADMINISTRATOR RESPONSIBILITIES

The Board will be solely responsible for ensuring that it maintains the necessary relationship with Department in order to direct Department to provide Empower with timely and accurate data as set forth herein. The Board acknowledges that Empower cannot effectively provide the TRSFlex service, as defined herein, without the Board’s cooperation. Empower will have no responsibility for any incorrect information provided by the Board or Department.

III. TRSFlex SERVICES SET-UP FEE

Empower will not charge an additional one-time implementation fee per Plan for TRSFlex set-up.

IV. TRSFlex SERVICES ANNUAL MAINTENANCE FEE

Empower will not charge an annual maintenance fee. However, in the event there is a substantial change (+ or – 10%) from the initial Participant count at implementation, Empower and the Board will discuss and determine a mutually agreed upon fee amount.