



State of Wisconsin
Department of Employee Trust Funds
4822 Madison Yards Way
Madison, WI 53705-9100

P. O. Box 7931
Madison, WI 53707-7931

Contract by Authorized Board

Commodity or Service:

Contract No.:

Consulting Actuary for Wisconsin
Retirement System and Related Programs

ETD0011 – Amendment #22 dated January 7, 2025

Authorized Board: Employee Trust Funds Board

Contract Period: January 1, 2025 through December 31, 2025

1. This Contract Amendment #22 is entered into by the State of Wisconsin Department of Employee Trust Funds (ETF), hereinafter referred to as the "Department," on behalf of the State of Wisconsin Employee Trust Funds Board, hereinafter referred to as the "Board," and Gabriel, Roeder, Smith & Company (GRS), hereinafter referred to as the "Contractor," whose address and principal officer appear on page 3 below. The Department is the sole point of contact for this Contract.
2. Whereby the Department agrees to direct the purchase and the Contractor agrees to supply the Contract requirements cited herein in accordance with the State of Wisconsin standard terms and conditions and in accordance with the Contractor's proposal date February 17, 2014 hereby made a part of this contract by reference.
3. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employees or applicants for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than fifty (50) employees are exempted from this requirement. Within fifteen (15) business days after the award of the Contract, the plan shall be submitted for approval to the Department. Technical assistance regarding this clause is provided by the Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, 608.266.2586, or via e-mail at ETFSMBProcurement@etf.wi.gov.
5. This initial contract period is for fifteen (15) months. Each contract period annually will be for twelve (12) months and extend unless and until either party gives the other 180 days' notice of their intent to cancel the contract.
6. The Contract Amendment #1 is dated January 7, 2016 and the costs are not to exceed \$231,750.
7. The Contract Amendment #2 is dated February 23, 2017 and the costs are not to exceed \$236,176.
8. The Contract Amendment #2 dated February 23, 2017 is to also add GRS additional services requested by ETF for: 1). Initial reduced retirement study, delivered on March 22, 2016 for \$5,000 from February 12, 2016 email; 2). Supplemental valuation, report dated August 9, 2016 for \$10,000 from June 2, 2016 fee letter; 3). Investigation of Cost Method, report dated September 1, 2016 for \$6,000 from August 19, 2016 fee letter; and 4). Dividend Reserve supplemental valuation, dated November 9 and December 14, 2016 for \$15,000 from August 19, 2016 fee letter. The total cost for these services are not to exceed \$36,000 and are not included in Section 7 above costs.
9. The Contract Amendment #3 is dated May 19, 2017 to add the April 19, 2017 fee letter for the Contemplated Cost Method Change for the Wisconsin Retirement System and the costs are not to exceed \$5,000.
10. The Contract Amendment #4 is dated December 21, 2017 for the consulting actuary related services, with the costs not to exceed \$241,301.

11. The Contract Amendment #5 dated January 19, 2018 adds additional GRS services requested by ETF for GASB Statement No.68 Employer Cost-sharing Allocations as described in the attached Scope of Work for this Amendment #5. Costs for this work are not to exceed \$25,000 for 2018. For 2019 and subsequent years, the costs associated with this work are not to exceed \$15,000 per year.
12. The Contract Amendment #6 dated September 12, 2018 adds additional GRS services requested by the Department regarding the impacts of implementing rollovers from the Wisconsin Deferred Compensation program into the Wisconsin Retirement System (at separation from service or retirement), treated and annuitized as additional contributions, per statutory authority under Section 40.05 of the Wisconsin Statutes as described in the attached Scope of Work for this Amendment #6. Costs for this work are not to exceed \$10,000 payable upon satisfactory receipt of report by the Department.
13. The Contract Amendment #7 dated January 16, 2019 for the consulting actuary related retainer services, with the costs not to exceed \$246,561 for calendar year 2019.
14. The Contract Amendment #8 dated January 14, 2020 is for:
 - consulting actuary related retainer services described in RFP ETD0011 with costs not to exceed \$251,615 for calendar year 2020;
 - adds the scope of work described in the attached January 7, 2020 letter Re: Update/Review and Testing of OGS Software Program with costs not to exceed \$5,000; and
 - adds additional GRS services for the MagVal Plus software update for calendar year 2020 and subsequent years, with costs not exceed \$12,000 per year.
15. The Contract Amendment #9 dated May 21, 2020 is for the statement of work described in the attached GRS letter dated May 14, 2020 with costs for this work not to exceed \$40,000.
16. The Contract Amendment #10 dated June 5, 2020 is for the calculation of a liability as of 12/31/2019 in accordance with Governmental Accounting Standards Board Statement Number 16 for the Accumulated Sick Leave Conversion Credit program. The Contractor will provide a report supporting this calculation, including the methods and assumptions used. Cost will not exceed \$3,000 for this work and includes discussion and follow-up to address questions of ETF staff and/or its auditors.
17. The Contract Amendment #11 dated July 23, 2020 is for calculations connected to the benefit limitation of Internal Revenue Code § 415(b) pursuant to the statement of work described in the attached July 22, 2020 letter. Contractor shall invoice the Department with an itemized listing of costs for work as described in the attached letter by listing the type of calculation and associated fee.

Type of Calculation	Associated Fee
Calculations made for the year of retirement	
Benefit Estimates (up to 5 options)	\$1500
Final Benefit Calculations (final selected option)	\$250 for previously reviewed estimate \$750 if not previously reviewed
Calculations made for subsequent years	
Routine cases	\$250 per person
Most non-routine cases	\$750 per person
All other cases	\$1500 per person
18. The Contract Amendment #12 dated August 21, 2020 is for GASB valuation reports for the Supplemental Health Insurance Conversion Credit (SHICC) program according to the statement of work described in the attached August 12, 2020 letter. The costs for this work in calendar year 2020 will not exceed \$25,000 and include implementation and reports covering 2017, 2018, and 2019. The costs for each subsequent year report will not exceed \$17,500. If Contractor staff and auditor consultation is requested by the Department, beyond the two hours allotted each year in the attached statement of work, Contractor will itemize the auditor/staff name, work performed, and standard hourly rate per the contract.
19. The Contract Amendment #13 dated January 6, 2021 is for consulting actuary related retainer services described in RFP ETD0011 with costs not to exceed \$254,584 for calendar year 2021. Contractor will invoice ETF quarterly for consulting actuary related retainer services described in RFP ETD0011. For any out-of-scope services, Contractor will provide ETF with an itemized listing of costs including: name of consultant providing the services, number of hours, hourly rate, reference the ETD0011 amendment number, and a detailed description of services provided.
20. The Contract Amendment #14 dated April 7, 2021:
 - Contractor will include in the retainer up to \$5,000 per calendar year in consulting time including for WRS benefit calculations and limitations per Internal Revenue Code § 415(b) (i.e. answering ETF questions, interacting with ETF outside counsel, training, etc.). Contractor will invoice ETF for work beyond this, noting the work included in the allotted \$5,000, and for additional charges, itemizing name of consultant providing the

service, fees being charged per the schedule in Amendment #11 above, and a detailed description of services provided.

- Adds the scope of work described in the attached Contractor's March 9, 2021 letter regarding Three-Year Experience Analysis for the Wisconsin Sick Leave Conversion Credit Programs, including the Accumulated Sick Leave Conversion Credit (ASLCC) program and the Supplemental Health Insurance Conversion Credit (SHICC) program. This work is anticipated to be performed every three years in conjunction with the WRS experience study, beginning in 2021 (covering calendar years 2018-2020). The cost for this work shall not exceed \$30,000 for the 2021 analysis and capped at the lower of the rate of inflation or 3% for subsequent analyses.
- Contractor will include in the retainer fee up to \$10,000 per calendar year for Contractor responding to auditor inquiries (i.e. requests for data, addressing questions, future audit inquiries related to the SHICC GASB valuation or any other valuation, etc.) related to the various actuarial valuations and studies. Contractor will invoice ETF for work beyond this, noting the work included in the allotted \$10,000, and for additional charges, itemizing name of consultant providing the service, number of hours, hourly rate, and a detailed description of services provided.

21. The Contract Amendment #15 dated September 9, 2021 is for the Society of Actuaries (SOA) Public Pension Mortality Study statement of work in the attached letter with costs not to exceed \$15,000. Contractor will provide ETF with an itemized listing of costs including: name of consultant providing the services, number of hours, hourly rate, reference the ETD0011 amendment number, and a detailed description of services provided.
22. The Contract Amendment #16 dated October 22, 2021 is for the scope of work described in the attached Contractor's October 15, 2021 letter regarding Analysis of Extension of State Group Health Insurance Eligibility (and Use of Sick Leave Credits) with costs not to exceed \$7,000. Contractor will itemize the invoice noting the amendment number (16), name of consultant providing the service, number of hours, hourly rate, and detailed description of the services provided.
23. The Contract Amendment #17 dated December 14, 2021 is for consulting actuary related retainer services described in RFP ETD0011 with costs not to exceed \$262,222 for calendar year 2022. Contractor will invoice ETF quarterly for consulting actuary related retainer services described in RFP ETD0011. For any out-of-scope services, Contractor will provide ETF with an itemized listing of costs including: name of consultant providing the services, number of hours, hourly rate, reference the ETD0011 amendment number, and a detailed description of services provided.
24. The Contract Amendment #18 dated June 2, 2022 is for the scope of work described in the attached May 12, 2022 letter from Contractor related to updating the Other Governmental Service (OGS) calculation workbook with costs not to exceed \$6,000 and to be completed by October 31, 2022.
25. The Contract Amendment #19 dated December 14, 2022 is for consulting actuary related retainer services described in RFP ETD0011 with costs not to exceed \$270,089 for calendar year 2023. Contractor will invoice ETF quarterly for consulting actuary related retainer services described in RFP ETD0011. For any out-of-scope services, Contractor will provide ETF with an itemized listing of costs including: name of consultant providing the services, number of hours, hourly rate, reference the ETD0011 amendment number, and a detailed description of services provided.
26. The Contract Amendment #20 dated October 24, 2023 is for updating, reviewing, and testing of Other Governmental Service (OGS) calculation workbook per the attached September 27, 2023 letter, with costs not to exceed \$7,500 and to be completed by December 1, 2023.
27. The Contract Amendment #21 dated December 13, 2023 is for consulting actuary related retainer services described in RFP ETD0011 with costs not to exceed \$278,191 for calendar year 2024.
28. This Contract Amendment #22 dated January 7, 2025:
 - a) establishes Contractor's calendar year 2025 consulting actuary retainer fee to costs not to exceed \$285,702 for services described in RFP ETD0011; and
 - b) adds the following Artificial Intelligence term to the ETD0011 contract:

ARTIFICIAL INTELLIGENCE: Contractor use of Artificial Intelligence (AI) models shall at all times comply with and observe the terms of the Contract. "AI model" means a system that is designed to process or learn from data entered to conduct cognitive functions that simulate human intelligence. This includes, but is not limited to, search and filtering functionality that collects, tracks, and monitors data whether via sensors, user-entered data, or other sources without a human responsible for verifying the validity and integrity of data inputs and outputs to maintain the system's integrity, including legal due process if the model is allowed to make decisions on issues that impact human or legal rights.

- (a) Contractor use of AI models shall comply with each of the following:
- (1) Materially comply with and observe all applicable State and federal laws, administrative rules, and regulations, including but not limited to privacy, intellectual property, and equity requirements.
 - (2) Maintain the integrity of work performed and Services provided under the Contract, including, but not limited to, ensuring that bias is not introduced into Services provided pursuant to the Contract by Contractor.
 - (3) Maintain the quality of Department information under Contractor's authority.
 - (4) Maintain the confidentiality, privacy, and security of Confidential Information as defined in Section 24.0 (a) (2).
- (b) The Contractor shall remove all Department information, including Confidential Information, from AI models used by Contractor upon the Department's request or, at the latest, upon Contract termination, including removal from AI model training data and learning.
- (c) The Contractor shall not gain profit from use of Department information, including Confidential Information, that is outside the scope of the Contract.
- (d) Upon request from the Department the Contractor will disclose within 30 calendar days from the day of the request which Services provided to the Department are using AI models.

29. For purposes of administering this Contract, the order of precedence is:

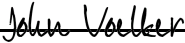
- A). The Contract with Gabriel, Roeder, Smith & Company (GRS);
- B). This Contract Amendment #22 dated January 7, 2025;
- C). The Contract Amendment #21 dated December 13, 2023;
- D). The Contract Amendment #20 dated October 24, 2023;
- E). The Contract Amendment #19 dated December 14, 2022;
- F). The Contract Amendment #18 dated June 2, 2022;
- G). The Contract Amendment #17 dated December 14, 2021;
- H). The Contract Amendment #16 dated October 22, 2021;
- I). The Contract Amendment #15 dated September 9, 2021;
- J). The Contract Amendment #14 dated April 7, 2021;
- K). The Contract Amendment #13 dated January 6, 2021;
- L). The Contract Amendment #12 dated August 21, 2020;
- M). The Contract Amendment #11 dated July 23, 2020;
- N). The Contract Amendment #10 dated June 5, 2020;
- O). The Contract Amendment #9 dated May 21, 2020;
- P). The Contract Amendment #8 dated January 14, 2020;
- Q). The Contract Amendment #7 dated January 16, 2019;
- R). The Contract Amendment #6 dated September 12, 2018
- S). The Contract Amendment #5 dated January 19, 2018;
- T). The Contract Amendment #4 dated December 21, 2017;
- U). The Contract Amendment #3 dated May 19, 2017;
- V). The Contract Amendment #2 dated February 23, 2017;
- W). The Contract Amendment #1 dated January 7, 2016;
- X). Questions from vendors and ETF Answers dated January 28, 2014;
- Y). The RFP dated January 6, 2014, and;
- Z). Contractor's proposal dated February 17, 2014.

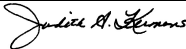
Contract Number & Service: ETD0011-Amendment #22

Consulting Actuary for Wisconsin Retirement System and Related Programs

**State of Wisconsin
Department of Employee Trust Funds**

Contractor

Name/Title A. John Voelker, Secretary Department of Employee Trust Funds
Signature 
Phone 608.266.0301
Date 1/7/2025

Legal Company Name Gabriel Roeder Smith & Company
Trade Name
Taxpayer Identification Number 38-1691268
Company Address (City, State, Zip) One Towne Square, Suite 800 Southfield, MI 48076
By (print Name)/ Title Judith A. Kermans, President
Signature 
Phone: 248.799.9000 Email: judy.kermans@gabrielroeder.com
Date 1/7/2025