



# **SERVICE AGREEMENT**

**BETWEEN**

**THE STATE OF IOWA  
RETIREMENT INVESTORS' CLUB  
DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**



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## RETIREMENT INVESTORS' CLUB SERVICE AGREEMENT

This Service Agreement ("Agreement") is between the State of Iowa Retirement Investors' Club, through the Iowa Department of Administrative Services, and . The parties agree as follows:

### SECTION 1. IDENTITY OF THE PARTIES

**1.1** The State of Iowa Retirement Investors' Club (RIC), through the Department of Administrative Services ("the State"), is authorized to enter into this Agreement. The State's address for purposes of this Agreement is Hoover State Office Building, 1305 E Walnut, Level A., Des Moines, IA 50319.

**1.2** ("the Employer") is authorized to enter into this Agreement. The Employer's address is .

### SECTION 2. PURPOSE

The parties have entered into this Agreement for the purpose of providing the State's Retirement Investors' Club (RIC) to the Employer's eligible employees.

### SECTION 3. DURATION OF AGREEMENT

The effective date of this Agreement shall be . The Agreement shall remain in effect until terminated by either party.

### SECTION 4. DEFINITIONS

The following words shall be defined as set forth below:

**4.1 Internal Revenue Code, Code, and IRC** shall mean the Internal Revenue Code of 1986, as amended from time to time

**4.2 Program** shall mean the State of Iowa's Retirement Investors' Club (RIC), the State's deferred compensation program. The Program consists of two plans, an IRC section 457(b) employee contribution plan and an IRC section 401(a) plan.



## **SECTION 5. STATE SERVICES**

**5.1 Program.** The State shall make its Program available to all of the Employer's eligible employees. The Employer shall define who is eligible for the Program. All current investment providers and products will be made available to the Employer.

**5.2 Administration.** The State shall administer the Program on behalf of the Employer's employees in the same manner as for State employees. The State shall:

- 5.2.1 process approved employee requests for transfers, rollovers, and distributions;
- 5.2.2 maintain records for the participating employees;
- 5.2.3 determine whether domestic relations orders are acceptable and shall instruct providers regarding processing approved qualified domestic relations orders;
- 5.2.4 determine whether requests for unforeseeable emergency distributions and cashouts are approved; and
- 5.2.5 make plan documents, summary plan documents, and forms available to the Employer.

**5.3 Optional Services.** The Employer may request that the State provide additional services, including customized forms, a customized website, customized educational materials, on-site seminars, and contribution remittance. Requests shall be in writing by an authorized representative of the Employer. All requests for optional services shall be subject to additional fees as determined by the State. Said fees shall be agreed to by the parties prior to the performance of the optional services.

## **SECTION 6. EMPLOYER ACKNOWLEDGEMENTS AND RESPONSIBILITIES**

**6.1 Acknowledgements.** The Employer acknowledges the following:

- 6.1.1 the State bids the program to providers periodically, so providers and products may change;
- 6.1.2 the State shall make all final decisions concerning IRC requirements, including unforeseeable emergency requests;
- 6.1.3 the State does not allow loans from either its 457(b) plan or its 401(a) plan;
- 6.1.4 the State does not allow unforeseeable emergency distributions from its 401(a) plan;
- 6.1.5 the State does not allow cashouts from its 401(a) plan;



- 6.1.6 the Program may change due to state or federal legislation or regulations; and
- 6.1.7 the Employer has received or has access to the Program's plan documents, summary plan document, investment policy, and administrative rules prior to the execution of this Agreement.

**6.2 Responsibilities.** The Employer shall:

- 6.2.1 ensure that no contributions are made in excess of the annual maximum contribution limits;
- 6.2.2 remit payment timely to the State for administrative services as agreed to in Attachment 1 or for optional services requested under section 5.3 above;
- 6.2.3 send required information and forms to the State in a timely manner;
- 6.2.4 if the Employer submits payroll deductions to the providers, the Employer shall remit the funds in a timely manner;
- 6.2.5 adhere to the Program's regulations and requirements, including payroll effective dates;
- 6.2.6 inform new employees of the Program upon hire;
- 6.2.7 allow the State to review any materials the Employer prepares which mention the Program, including any employee handbooks or marketing materials; and
- 6.2.8 inform the State of any changes to its eligibility rules or other items that may impact the State's administration of the Program.

**SECTION 7. TERMS**

**7.1 Termination.** Either party may terminate this Agreement upon 30 day's written notice. Notwithstanding the foregoing, should the Employer terminate this Agreement during the first year, the Employer shall pay to the State a termination fee in the amount of \$250.

**7.2 Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Service Agreement.

**7.3 Counterparts.** The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.





**ATTACHMENT 1: FEES**

1. The Employer agrees to pay the State fees as described herein:

**Initial Fee**

|                        |    |
|------------------------|----|
| RIC Implementation Fee | \$ |
|------------------------|----|

**Annual Fee**

|                |    |
|----------------|----|
| RIC Annual Fee | \$ |
|----------------|----|

**Optional Fees**

|  |    |
|--|----|
|  | \$ |
|--|----|

2. The parties agree that the fees may be renegotiated yearly.
3. Initial fees shall be paid within 30 days of the commencement of the Service Agreement. Annual fees and fees for any additional services shall be paid within 30 days of receipt of the State's invoice.
4. Fees for any additional requested services shall be agreed to by the parties prior to the provision of the services and shall be based on the State's actual expenses in providing the services.
5. Should the Employer terminate this Service Agreement within the first year, the Employer shall pay to the State an early termination fee of \$250.