

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO:	DATE ISSUED:	July 29, 2016
Voya Retirement Insurance and Annuity Company, Inc.	CURRENT CONTRACT NO:	16-003-RFP
One Orange Way	CONTRACT TITLE:	HR – Deferred Compensation Plan
Windsor, CT 06095	PRIOR CONTRACT NO:	

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE  
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on June 30, 2026.

The contract documents consist of the terms and conditions of Agreement No. 16-003-RFP including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:

- 1) REFER TO ATTACHMENT B TO AGREEMENT No. 16-003-RFP
- 2) PRICING FIRM THROUGHOUT CONTRACT TERM.

ATTACHMENTS:

- 1) AGREEMENT No. 16-003-RFP

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: <u>Kasi Boyles</u>	TELEPHONE NO.:	<u>727-743-6285</u>
	EMAIL ADDRESS:	<u>kasi.boyles@voya.com</u>
COUNTY CONTACT: <u>Amy Rozier</u>	TELEPHONE NO.:	<u>703-228-3489</u>
	EMAIL ADDRESS:	<u>arozier@arlingtonva.us</u>

CONTRACT AUTHORIZATION

  
\_\_\_\_\_  
Krystyna Hepler, CPPB  
Assistant Purchasing Agent

DISTRIBUTION

7/29/2016  
Date

VENDOR:	1
BID FOLDER:	2

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
SUITE 500, 2100 CLARENDON BOULEVARD  
ARLINGTON, VA 22201**

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**AGREEMENT NO. 16-003-RFP**

THIS AGREEMENT (hereinafter "Agreement" or "Main Agreement") is made, on the date of execution by the County, between Voya Retirement Insurance and Annuity Company, Inc., One Orange Way, Windsor, CT 06095 ("Contractor"), a Connecticut corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County").

**RELATED CONTRACTOR ENTITIES**

Voya Holdings, Inc. is a subsidiary of Voya Financial, Inc. Products, and services for this contract are provided by Voya Retirement Insurance and Annuity Company, Inc. and Voya Institutional Trust Company, both subsidiaries of Voya Holdings, Inc. In Attachments E (IRC Section 401(a) Trust Agreement – Non ERISA Plan) and F (IRC Section 457 Custodial Account Agreement) only, "Contractor" refers to Voya Institutional Trust Company.

The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The contract documents consist of:

- This Agreement;
- Attachment A – Scope of Work
- Attachment B – Pricing and Performance Guarantees
- Attachment C – Technical Questionnaire
- Attachment D – Plan Sponsor Investment Advisory Access Agreement
- Attachment E – IRC Section 401(a) Trust Agreement – Non ERISA Plan
- Attachment F – IRC Section 457 Custodial Account Agreement
- Attachment G – TD Ameritrade Self-Directed Brokerage Account (SDBA) Voya SDBA Terms and Conditions Agreement

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement, which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement".

**2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide investment management, administration, record keeping, and education services for Arlington County Government's 457 Deferred Compensation and

401(A) Defined Contribution Plans, and a Section 529 College America Savings Fund. The Scope of Work is more fully described in Attachment A. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

### **3. CONTRACT TERM**

The Work shall commence on the date of full execution of the Agreement, and shall be completed no later than June 30, 2026 ("Contract Term"), subject to any modifications as provided for in the Contract Documents.

### **4. CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of Attachment B for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement. The Contract Amount includes all of the Contractor's overhead and fees (profit).

### **5. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

### **6. ADDITIONAL SERVICES**

The Contractor shall not be compensated for any goods or services provided except those included in Attachment A and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in Attachment B unless otherwise agreed by the parties in writing.

### **7. REIMBURSABLE EXPENSES**

No reimbursable expenses are allowed under this Contract. The Contract Amount includes all costs and expenses of providing to the County the services described in this Contract.

### **8. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

#### **9. RESPONSIBILITY OF THE CONTRACTOR**

The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials produced and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies in the Work as defined in Attachment A (Scope of Services) or services provided, which are discovered within a twelve-month period of final completion of Work.

#### **10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

The County's review, approval, or acceptance of, or payment for, any services required under this Contract shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to the County for the accuracy and competency of plans, specifications, or other documents, within the Customary Standard of Care.

#### **11. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

#### **12. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the

County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

**13. PROJECT STAFF**

The County will, throughout the Contract Term have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

**14. BACKGROUND CHECK**

Any Contractor employee or subcontractor assigned by the Contractor to work under this Agreement at the County's site or remotely as determined by the County Project officer, shall be subject to a County standard background check, including fingerprinting by the County Sheriff's Office and a credit check. Permission to work onsite or remotely shall be contingent on an outcome of the background check acceptable to the County.

**15. REPLACEMENT OF KEY PERSONNEL AND SUBCONTRACTORS**

The key personnel or subcontractors submitted by the Contractors in its Proposal and subsequently accepted by the County may not be replaced or substituted without prior written approval of the County. A request to replace, remove, or substitute any key personnel or subcontractor for any reason, shall be provided to the County Project Officer at least fifteen (15) calendar days in advance of such proposed replacement, removal, or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications in sufficient detail to permit evaluation by the County.

Additionally, the Contractor shall not remove or replace the approved Project Manager without written approval by the County. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, the Contractor shall provide an interim Project Manager, subject to County approval.

In the event of the Project Manager's resignation or termination from the Contractor's employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience and only with the County's prior written approval.

**16. SUPERVISION BY CONTRACTOR**

The Contractor shall at all times enforce strict discipline and good order among the employees and subcontractors performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

**17. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its Work pursuant to this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

#### **18. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

#### **19. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

#### **20. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Contract Term and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure/s and the opportunity to cure such failure/s within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for

the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

## **21. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of work under this Contract may be terminated by the County Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.



After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

## **22. INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's errors or negligence in its acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

## **23. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

## **24. COPYRIGHT**

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable



works created specifically for the County pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

## **25. OWNERSHIP AND RETURN OF RECORDS**

This Contract confers no ownership rights to the Contractor, nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

## **26. DATA SECURITY AND PROTECTION**

The Contractor shall hold County Information in the strictest confidence and comply with all applicable County security policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted County Information received from, created or maintained on behalf of the County and strictly control access to County Information. For purposes of this provision, "County Information" (also referred to as "County Data" or "data" ) includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health

Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, County networked resources, and County databases, software and security measures which is created, maintained, transmitted or accessed to perform the work under this Contract.

- a. **Use of Data.** The Contractor shall ensure that the use, distribution, disclosure or access ("use") to County Information does not occur in an unauthorized manner. Use of County Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of County Information and any non-compliance with this DATA SECURITY AND PROTECTION provision.
- b. **Data Protection.** The Contractor agrees that it will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by the County, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.
- c. **Data Sharing.** Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclosure, sell or grant access to County Information to any third party without the express written authorization of the County's Chief Information Security Officer or designee.
- d. **Security Requirements.** The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the County's Chief Information Security Officer or designee, the downloading of County information onto laptops or other portable storage medium is prohibited without the express written authorization of the County's Chief Information Security Officer or designee.
- e. **Data Protection upon Conclusion of Contract.** Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all County Information to the County unless the County requests that such data be destroyed. This provision shall also apply to all County Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement and shall certify completion of this task, in writing, to the County Project Officer.
- f. **Notification of Security Incidents.** The Contractor agrees to notify the County Chief Information Officer and County Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of County Information. The Contractor will be responsible for the costs of remediation, including credit monitoring and notification services.
- g. **Subcontractors.** To the extent the use of subcontractors is permitted under this Contract, the Contractor agrees to have substantially similar requirements of this entire section incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements. In the event of data sharing,

subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing County Information and a copy of their disaster recovery plan(s).

**27. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**28. COUNTY EMPLOYEES**

No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

**29. FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

**30. AUTHORITY TO TRANSACT BUSINESS**

The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Term of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

**31. RELATION TO COUNTY**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

### **32. ANTITRUST**

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

### **33. REPORT STANDARDS**

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

### **34. AUDIT**

The Contractor, as a subsidiary of a publicly-traded parent company, shall remain in the scope of the parent's independent audit which is to be conducted in accordance with prevailing audit and regulatory reporting standards. The audit results (in the form of the parent's Annual Report) will be provided by the Contractor to the County within thirty (30) days of issuance.

The Contractor must retain all the relevant books, records and other documents related to this Contract in accordance with the Contractor's document retention practices for at least five (5) years after final payment and must allow the County or its authorized agents, upon reasonable notice, to examine any of the above documents during this period and during the Contract Term. The Contractor shall provide any documentation requested by the County within fifteen (15) calendar days of such request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

**35. ASSIGNMENT**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

**36. AMENDMENTS**

This Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

**37. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

**38. DISPUTE RESOLUTION**

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court of law.

**39. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**40. ARBITRATION**

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

**41. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

**42. NO WAIVER**

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

**43. SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

**44. NO WAIVER OF SOVEREIGN IMMUNITY**

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

**45. SURVIVAL OF TERMS**

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: Indemnification; Relation to County; Ownership and Return of Records; Audit; Copyright; Intellectual Property Indemnification; and, Data Security and Protection.

**46. HEADINGS**

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

**47. AMBIGUITIES**

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**48. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Kasi Boyles, Vice President, Institutional Clients  
Voya Retirement Insurance and Annuity Company, Inc.  
12600 Fair Lakes Circle, suite 150  
Fairfax, VA 22033

**TO THE COUNTY:**

Amy Rozier, Project Officer  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201



**AND**

Michael E. Bevis, Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**49. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**50. LIMITED ENGLISH PROFICIENCY**

The Contractor shall comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that adequate communication and/or interpretation/translation services are available to persons seeking services who have limited ability to communicate and/or limited English proficiency. If such services are not included in contract scope of services and pricing, the Contractor agrees to use services of a County-contracted service provider and fees will be paid for by the County at prevailing contract rates.

**51. ACCESSIBILITY OF WEB SITE**

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County's presence on other party websites, the Contractor shall perform such work in compliance with the Americans with Disabilities Act of 1990 ("ADA").

**52. ADA COMPLIANCE**

Compliance with the ADA shall be the sole responsibility of the Contractor. The Contractor shall defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance therewith. The Contractor's responsibilities related to ADA compliance shall include, but not be limited to, the following:

- a. **Access to Programs, Services and/or Facilities:** The Contractor shall ensure its programs; services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor shall provide equivalent services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to services.
- b. **Effective Communication:** The Contractor, upon request, shall provide appropriate aids and services to facilitate effective communication with qualified persons with disabilities so that such persons can participate equally in the Contractor's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.
- c. **Modifications to Policies and Procedures:** The Contractor shall make the necessary modifications to its policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities, as may be required by the ADA. For example, individuals with service animals are welcomed in the Contractor's offices or facilities, even where pets are generally prohibited.



- d. The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.
- e. Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices.
- f. Responding to inquiries from the U.S. Department of Labor.

### **53. INSURANCE REQUIREMENTS**

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not

having the required insurance throughout the Contract Term is grounds for termination of the Contract.

- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification - The insurance certificate shall state this Contract's number and title.
- i. Employee Dishonesty insurance - \$2 million per occurrence, deductible not to exceed \$50,000.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

Contractor's obligation to indemnify the County as set forth in paragraphs 22 and 23 of this Agreement shall include actions by its subcontractors. The Contractor will maintain sufficient insurance to cover this representation.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

VOYA RETIREMENT INSURANCE AND ANNUITY  
COMPANY, INC.

AUTHORIZED  
SIGNATURE: *M. E. Bevis*

for  
NAME: MICHAEL E. BEVIS  
TITLE: PURCHASING AGENT

DATE: 7/28/2016

AUTHORIZED  
SIGNATURE: *Dawn M. Mazzola*

NAME AND  
TITLE: Dawn M. Mazzola, Vice President

DATE: 7/26/2016

## **ATTACHMENT A**

### **Attachment A**

#### **Scope of Work**

The Contractor will provide investment management services, administration, record keeping, and education/financial counseling services for Arlington County Government's 457 deferred compensation, 401(a) defined contribution, and Deferred Retirement Option (DROP) plans ("Plan" or "Plans") and serve as broker-of-record for the County-sponsored 529 College Savings Plan.

This Agreement covers the following services, which the Contractor will provide at no cost to the County. Exhibit B sets forth fees and compensation related to these no-cost services.

#### **TASKS AND DELIVERABLES:**

##### **Task 1: Account Management**

###### **Account Management Team**

- Provide a single point of contact responsible for quality control, resolving problems and expediting services related to the overall performance of the contract.
- Provide an organizational chart and list of contacts (with phone numbers, email, department, title, and contract responsibilities), and provide updates as changes occur.
- Provide an onsite team that consists of, at a minimum, three licensed representatives, one of whom is a Certified Financial Planner (CFP), and one administrative support position:
  - Provide the County an opportunity to review the qualifications of and meet with any proposed onsite representatives and to reject any proposed personnel that the County deems unqualified.
  - Onsite licensed representatives will maintain State insurance licenses, CFP, Chartered Retirement Plan Counselor (CRPC), and/or Chartered Retirement Plan Specialist (CRPS) designations required by the Financial Industry Regulatory Authority (FINRA) for financial advising.
  - Onsite licensed representatives will possess required FINRA designations.
  - The Contractor will notify the County within 10 days of any FINRA Central Registration Depository Disclosure event that affects a member of the account management or onsite team.

###### **Account Management Services**

- Provide a monthly report from the onsite team documenting numbers and types of appointments, seminar attendance, and numbers and types of regular employee communication, as well as other metrics at the County's request.
- Provide a quarterly report of Plan data, including, at a minimum, demographics, transaction types (i.e. withdrawals processed, loans initiated, emergency/hardship withdrawals processed, etc.) and the use of Plan services (e.g., use of website, IVR, customer service calls, etc.).
- Conduct participant satisfaction surveys and review the results with the County Project Officer:

- Work with County to develop electronic satisfaction surveys.
- Provide satisfaction survey link to:
  - Plan participants following individual consultations with onsite representatives
  - seminar attendees
- Share survey results with the County two weeks prior to the semi-annual Plan review meetings.
- Conduct comprehensive semi-annual Plan Review meetings to include a review of fund performance, Plan performance, regulatory changes, satisfaction survey results, etc.
- Proactively recommend ways to improve the administration, education, communication, financial offerings, and/or fee structure of the Plans.
- Proactively recommend means to ensure compliance with current and proposed/changing regulatory requirements for the Plans.

**Task 2: Implementation Services**

- Determine a fund menu to be offered on September 1, 2016, to include the Voya Fixed Plus Account III, and provide fund mapping in collaboration with the County and the County's third-party retirement plan advisor. Provide a detailed transition plan by July 15, 2016, for the County's approval.
- Develop participant and promotional communications announcing the retention of the Contractor as the Plans' administrator and highlighting any Plan enhancements:
  - Communication pieces will include information about any Plan/service enhancements and fund changes, as well as any transaction blackout periods.
  - The Contractor will provide all materials to the County for review and approval at least 15 business days prior to planned release; materials will not be released without obtaining the County's approval.
  - Conduct between 15 and 30 onsite meetings to educate employees and retirees about the transition, including new investment options and services available. The group meetings will include at least two meetings in Spanish. The meetings must occur at different hours of the day, on different days of the week and at different locations throughout the County to accommodate all employees. The number and schedule of meetings will be approved by the County Project Officer.
  - Make pre-recorded meetings available for posting on the County's Internal and external websites.
- Collaborate with the County Project Officer to set up and test new data files, such as a new participant address change file and enrollment text file.
- Perform and report to the County on quality assurance measures to ensure that participant fund balances impacted by fund changes are mapped accurately and timely. The measures should include a summary by fund of participants and their balances both pre- and post-mapping.
- Meet with the County Project Officer to review implementation upon completion.

**Task 3: Recordkeeping and Administrative Services**

- Provide recordkeeping, Plan administration and participant services for the Plans, including:

For the Participant:

- Access to Plan account(s) via secure Participant Website and/or phone, including at a minimum the ability to make the following transactions: change existing and future investment allocations, apply for withdrawals electronically (other than for unforeseen hardship emergency withdrawals, QDROs, de minimus withdrawals, service buy backs and

- Qualified Health Insurance Premiums) and view months of transaction history, account balances, and fund/account performance.
- Automatic enrollment in the 457 Deferred Compensation Plan.
- Loan initiation and re-amortization.
- Final withdrawal (i.e. separation from service) via pre-filled form or online initiation.
- In-plan transfers from pre-tax 457 to Roth 457 (subject to participant authorization).
- Self-directed Brokerage Account (SDBA) option, as specified in Attachment G to the Agreement.
- Daily valuation of participant accounts.
- Quarterly participant statement of activity mailed to participant homes within 15 business days following quarter end and/or made available electronically with the participant's election.
- A variety of distribution options, including direct rollover, annuity, Systematic Withdrawal, and Estate Conversion Options.

**For the County Project Officer:**

- Automatic enrollment of participants in the 457 Deferred Compensation Plan.
- Ongoing maintenance and updating of participant address and personal information.
- Develop and maintain a secure Sponsor website for the County that must provide, at a minimum, information regarding: Plan-level participation, usage statistics, investment selections, participant accounts and beneficiaries and participant loans. The site also must enable the County to run reports and export to Excel.
- Electronic data transfer and payroll remittance via the Voya Sponsor website.
- Access to Plan and participant level information via the Voya Sponsor website.
- Online employer reports, with the ability to export data to Excel, including, but not limited to, Plan activity detail, participant use of customer service phone line and website, investment usage and loan repayment.
- Quarterly Sponsor statements of activity via the Voya Sponsor website.
- Daily reconciliation of Plan and participant activity, generation of error reports, and coordination with the County Project Officer on error resolution.
- Monitoring of all contribution limits, including catch-up provisions, pursuant to the Internal Revenue Code (IRC).
- Preparation of required participant tax forms following the end of each calendar year.
- Contribution/loan repayment processing.
- Maintenance of contribution sources used to segregate employer and employee monies for administration purposes, including pre-tax and post-tax contributions, DROP contributions, and/or rollovers, and to disburse and report these funds appropriately.
- Contribution auto-escalation, if requested by the County.
- Qualified domestic relations order (QDRO) review, determination of whether documents are in good order and processing of executed QDRO.
- Perform vesting calculations based on Plan document specifications.
- Excess contribution processing.
- Management of eligibility for and completion of Special Catch-up provisions for those employees within three years of normal retirement age, including notification of County Project Officer three months prior to the end of a participant's special catch-up period.
- Loan administration, default monitoring, and interest rate monitoring.
- Hardship withdrawal application review and approval or denial in accordance with IRC regulation and processing.

- Investment lineup recommendations.
  - Required Minimum Distributions participant notification and processing.
- Process transactions within the timeframes established below. For all transactions, the cut-off time is the close of the NYSE (4:00 p.m. EST) on any date that the NYSE is open for trading:

Transaction	# of days to process
Contributions	Contributions received by the NYSE close shall be processed on the same business day if received in good order.
Fund to fund transfer (exchange)	Fund-to-fund transfer received by the NYSE close shall be processed on the same business day if received in good order.
Distributions	Distribution requests received by the NYSE close shall be processed on the same business day if received in good order.
Hardship Withdrawals	Distribution requests received by the NYSE close shall be processed on the same business day if received in good order.
Loans	Distribution requests received by the NYSE close shall be processed on the same business day if received in good order.
QDROs	Distribution requests received by the NYSE close shall be processed within five business days of receiving all required supporting documentation in good order.
Beneficiary Maintenance	The Contractor will allow participants to enter information on the Participant Website in real time. Hard copy form beneficiary designation transactions received by the NYSE close shall be processed within five business days of receiving the properly completed form and all required supporting documentation in good order.

- Separate pre-tax and Roth 457 contributions and earnings for recordkeeping purposes for the 457(b) Plan.
- Maintain and track separate vesting rules and contribution types in the 401(a) plan for recordkeeping purposes including the following contribution types: a pre-tax County match, a pre-tax County defined contribution, a pre-tax employee contribution, a post-tax employee contribution, and a pre-tax DROP County contribution; also administer and track participant loans and payments.
- Provide an administrative procedures manual that includes, at a minimum, procedures for the following items and processes: enrollment and contribution data file transfers; former employee distributions; participant loan initiation, cessation and communication to the County; Sponsor website report generation, Plan administration contacts and responsibilities, and administrative issue escalation contacts.
- Perform an annual reallocation of non-vested forfeited funds to current participants in the 401a Plan on December 31 of each year.



#### **Task 4: Communication and Customer Service**

##### Communication

- Prepare an annual communication plan by May 1 of each year for approval by the County.
- Provide the following information to each employee who is eligible for the Plan: details of all Plan features, Contractor services, investment options and all fees (i.e. fund expenses, revenue sharing arrangements, mortality and expense, wrap fees and other fees). The initial and final drafts of the communication materials must be provided to the County for review at least 15 business days before the planned release. The County must approve the information and the distribution method.
- Provide written communication to participants who are ending employment with the County containing information regarding the options for their Plan accounts (e.g., no action, withdrawal, rollover, outstanding loan repayment options).
- Produce and distribute (electronically or printed/mailed, in accordance with participant's election or regulatory requirement) participant notifications, quarterly participant statements, and targeted communication materials (e.g.: "update your beneficiary", etc.) as required by regulation and/or the County Project Officer.
- Provide communication and education materials in English and other languages (primarily Spanish) as requested by the County.

##### Customer Service

- Provide an on-line appointment scheduler for meetings with onsite licensed representatives. The scheduler will provide a return Outlook appointment to the requestor that includes the date, time and location of the meeting and the onsite representative's name.
- Develop and maintain a secure website that allows Plan participants to view and change beneficiary information and view transactions and statements, personal rates of return, educational and planning resources.
- Maintain a toll-free customer service number for participants. At a minimum, the call center will be available Monday – Friday 8:00 am – 8:00 pm ET.
- Provide seamless access to multilingual customer service representatives either directly or through a free translation service.
- Maintain a secure Integrated Voice Response (IVR) system that:
  - is available 24 hours a day, seven days a week
  - is available in Spanish
  - requires a user ID and a PIN to access account information
  - provides participants with full transactional capabilities
  - provides written confirmation by mail of IVR transactions
  - maintains an audit trail using transaction confirmation numbers
- Provide to participants customer service related to contribution posting, eligibility, account balance inquiries and investment changes, through onsite staff, customer service representatives or IVR.

#### **Task 5: Investment Services**

- Conduct on-site semi-annual investment review sessions with County staff regarding the performance of the investment options within the Plans to ensure compliance with County's Investment Policy Statement.
- Provide an open architecture platform for Plan Sponsor investment fund selection.
- Provide a self-directed brokerage option to allow 457 Plan participants to use a portion of their 457 account to access mutual funds not available in the Plan Sponsor's investment fund offerings.
- Provide target retirement date and stable value fund options.

- Provide access to managed account services for participants who prefer to pay a fee to have their accounts actively managed by a financial advisor.
- Share investment information with the County's third-party retirement plan advisor, as directed by the County Project Officer.
- Provide to the County and all Plan participants quarterly and cumulative year-to-date investment performance reports for all investment options, both gross and net of all related fees. Reports may be provided online via the Participant Website or via hard copy based on participants' elections.

The Contractor agrees to provide Plan participants with a new stable value product, Voya Fixed Plus Account III. Additional information on the Stability of Principal investment option available to the Plan, including all withdrawal rules and restrictions, is included in the product disclosure booklet. Participant requested withdrawals from the Voya Fixed Plus Account III shall be subject to Equity Wash restrictions. Upon the County's election to terminate this Agreement, the Plan assets invested in the Voya Fixed Plus Account III investment option on the effective date of the termination will be subject to extended payout provision.

#### **Task 6: Compliance and Custodial services**

- Provide custodian/trustee services for the assets of the Plan, as specified in Attachments E and F to the Agreement.
- Provide annual notices for employees who do not opt out of, and are therefore "automatically enrolled" in, the 457 program upon hire. Invest the contributions into a fund that meets the IRS definition of a "Qualified Default Investment Alternative."
- Provide to participants, at a minimum, those notices that are required of employers by the IRS regulations, including notice of participants' rights.
- Load Plan provisions (i.e., eligibility and vesting rules and acceptable investment, withdrawal and contribution transactions) into the recordkeeping system and use this information to validate transactions processed under the Plan.
- Monitor, administer and communicate Required Minimum Distributions (RMD) to affected participants in accordance with regulatory requirements.

#### **Task 7: Systems/Security Services**

- Maintain a secure method for electronic data exchange with the County for enrollments, participant address changes, contribution processing, participant employment termination data, etc.
- Store, maintain and back up County and participant data history in a secure manner that is also in compliance with all applicable regulatory requirements.
- Maintain a business continuity plan in accordance with applicable regulations that will minimize loss of data in the event of a disaster.
- Conduct an annual audit of the recordkeeping system using an independent auditor and make audit findings available to the County upon request.

#### **Task 8: 529 College Savings Plan**

- Act as the broker of record for the College America 529 Plan.
- Provide participant one-on-one investment counseling services and group educational sessions.
- Provide participation reports (including number of participants, average balances, etc.) to the County upon request.

## Task 9: Education/Financial Counseling Services

### Education Services

- Prepare a comprehensive annual education plan by May 1 of each year for approval by the County that:
  - Includes standardized and customized programming on County approved topics, including, but not limited to, general financial education, budgeting, saving for retirement and college, asset allocation, distribution options, and social security. All presentations will be reviewed and approved by Contractor's Compliance Department.
  - Includes education programming that is targeted to various segments of the participant population using Plan-derived data.
  - Uses a variety of media, including, but not limited to, online self-service tools, mobile applications, recorded webinars, newsletters, mailings, and group seminars.
- Meet with the County at least annually to review participant education activities.
- Develop and distribute marketing materials for educational seminars and provide all materials to the County for review and approval at least 15 business days prior to the scheduled activity date. The County must review and approve the information and the distribution method.
- Present benefits and details of the Plans to new hires during the County's bi-weekly New Employee Orientation sessions.
- Evaluate the effectiveness of the education services via customer satisfaction surveys and participant transactions following participation in an education activity.

### Financial Counseling Services

- Provide one-on-one financial/retirement counseling to employees and retirees by appointment or on a walk-in basis:
  - Onsite representatives holding appropriate licenses may sell ancillary products or services (e.g., life insurance, disability insurance, mutual funds) to participants with prior approval by the County.
  - The Contractor will not impose any sales quotas for ancillary products or services.
- Maintain an onsite staff presence (including at least one Certified Financial Planner) at County offices to provide enrollment services, financial education and investment assistance. Onsite staff must be available to Plan participants Monday-Friday (8 am – 5 pm) at Courthouse Plaza and at other County locations on days/times as directed by the County Project Officer to accommodate participants, particularly those with non-standard work hours.
- Inform participants when they pass a benchmark age and/or years of service requirement allowing them to increase their annual contribution limit.
- Provide Plan participants with financial wellness tools (e.g. budgeting tools, debt consolidation, and information on other general financial planning topics) through a variety of methods, including presentations and online tools.

## Attachment B

### Pricing and Performance Guarantees

#### Pricing

The Contractor agrees to provide the services described in Attachment A as indicated below and at no cost to the County:

Plan Level	Participant Fee
Recordkeeping Fee (including Trust and Custodial services) Duration of Contract	.07% on all assets
Loan Origination	No charge
Annual Loan Fee	None
Qualified Domestic Relations Orders (QDROs)	No charge
Withdrawals/distributions	No charge
Optional Participant Services	Participant Fee
TD Ameritrade Self-Directed Brokerage Account (SDBA)	\$50 annually plus Trading Fees
Managed by Morningstar	0.50% annual fee, deducted quarterly
Stop Payment or wire	\$50
EFT and ACH Credit	No charge

The Contractor agrees to provide Plan participants with a new stable value product, Voya Fixed Plus Account III, with the crediting rates listed below:

Voya Fixed Account Plus III	Guaranteed Crediting Rate
July 1, 2016 – December 31, 2017	3.00%
January 1 – December 31, 2018	2.75%
January 1 – December 31, 2019	2.5%
January 1, 2020 onward	Prevailing rate
Minimum crediting rate	1.00%

Performance Guarantees

At the end of each quarter the County will review the Contractor’s performance under this Contract against the standards described below. The parties agree that damages for any failure to perform to these standards are not susceptible to exact determination and that the Guarantee Amounts in the table below estimate the actual losses that the County would suffer from such failures. The Contractor waives any defense that the Performance Guarantees are void as penalties or are not reasonably related to actual damages.

Should the County determine that the Contractor’s performance under this Contract does not meet the standards described below for any service category or categories, the Contractor must, at the County’s request, pay the corresponding Guarantee Amount, not to exceed \$100,000 annually for all combined service deficiencies.

Service	Standard	Guarantee Amount
Transition/ Conversion Services	Each step of the conversion process shall be delivered on time and to the satisfaction of the County. If Contractor fails to resolve any deficiency related to the conversion within 30 days, the County may request that this guarantee be paid.	\$50,000
Participant Satisfaction	The Contractor will conduct an annual survey to solicit participant feedback regarding the Plan, investment options, and services within 45 days of the close of each contract anniversary date. If less than 90% of Plan participants give an overall rating of “Satisfied” or “Very Satisfied” the guarantee will be paid.	\$5,000
Customer Service Call Center	Average speed of answer will be 40 seconds or less 98% of the time. This guarantee will be evaluated based on calls each quarter, and one-fourth of the guarantee amount shall be payable if the standard is not achieved.	\$5,000
Administrative Performance	<ul style="list-style-type: none"> <li>• Contributions applied to participant accounts as of good order receipt date 100% of the time.</li> <li>• Participant distribution requests processed as of good order date and payment mailed/electronically transferred within five business days of receipt in good order.</li> <li>• Quarterly Plan sponsor reports available within 15 days of quarter end.</li> </ul>	\$5,000
Participant Statements	Mailed and posted online within 15 calendar days after quarter end.	\$5,000
Education Services	By May 1 of each year, in collaboration with the County, develop an education plan to satisfy participant learning needs, including group education and enrollment meetings, investment, and retirement counseling seminars.	\$5,000
Communication	By May 1 of each year, in collaboration with the County, develop a communication plan.	\$5,000

# ATTACHMENT C

## I. BACKGROUND INFORMATION/ORGANIZATION AND EXPERIENCE

**Describe your organization's history and structure, including how long the organization has been structured in this manner.**

**Note all applicable parent/subsidiary/affiliate relationships, as well as any significant changes in ownership or structure in the past 5 years. Do you anticipate any changes to the corporate or ownership structure during the term of the contract? If so, specify. Include an organizational chart for your parent company, record-keeping group, and the groups that will be servicing the County, including during transition.**

Voya Retirement Insurance and Annuity Company ("VRIAC") is a wholly owned direct subsidiary of Voya Holdings Inc., a Connecticut corporation, which is a wholly owned subsidiary of Voya Financial, Inc. (collectively, "Voya"). Prior to May 2013, Voya Financial, Inc. was a wholly owned subsidiary of ING Groep N.V. ("ING Group"), a global financial services company based in The Netherlands. In May 2013, ING Group sold 29% of its ownership interest in Voya Financial, Inc. to public investors through an initial public offering of Voya Financial, Inc.'s common stock. In a series of subsequent offerings to public investors, ING Group further reduced its ownership interest, and on March 9, 2015, ING Group completed the full divestment of its stake in Voya Financial, Inc. common stock.

Voya is a premier retirement, investment and insurance company and has been serving the financial needs of approximately 13 million individual and institutional customers in the United States since 1967. We operate our principal businesses through three business lines: Retirement Solutions, Investment Management and Insurance Solutions. Your plan is serviced in the Retirement Solutions business of Voya – a leading provider of retirement services and products in the United States, with approximately \$314 billion in assets under management and/or administration as of June 30, 2015. We provide tax-deferred, employer-sponsored retirement savings plans and administrative services to more than 46,500 plan sponsors covering approximately five million plan participants in the government, education, healthcare and corporate markets. We provide an extensive product range addressing both the accumulation and income distribution needs of individuals. We rank third in the U.S. defined contribution plan market by number of recordkept plan sponsors, fifth for the number of plan participants served, and sixth by assets under management and administration\*.

The vision of Voya is to be America's Retirement Company™. Our approximately 6,700 employees are focused on executing our mission to make a secure financial future possible—one person, one family and one institution at a time. Through our retirement, investment management and insurance businesses, we help our customers save, grow, protect and enjoy their wealth to and through retirement.

It is our policy not to comment on any future organizational changes.

Please refer to Appendix A for the requested organizational charts above.

*\*As published by Pensions and Investments Special Report of Top DC Recordkeepers as of March 2015 (based on September 2014 data).*

**1. Indicate below the number of years your company has been active in the public sector defined contribution/deferred compensation business.**

Type of Plan	Number of Years:		
	DC Business	Record Keeping	Trustee Services
401(a)	43 years	43 years	15 years
457(b) (pre-tax)	36 years	36 years	15 years
457(b) (Roth)	4 years	4 years	4 years
<b>Total</b>	<b>48 years*</b>	<b>48 years*</b>	<b>15 years</b>

\*Voya has been active in the defined contribution business since 1967.



2. Describe the makeup of your public sector defined contribution/deferred compensation plan client base in terms of participants, plans, and assets under administration using the charts below.

Type of Plan	Number of Plans	Plan Assets Under Administration	# of Participants on Recordkeeping System
401(a)	1,473	\$9.2 billion	216,092
457(b) (pre-tax)	4,115	\$35.9 billion	906,577
457(b) (Roth)	(1)	(1)	(1)
<b>Total</b>	<b>5,588</b>	<b>\$45.1 billion</b>	<b>1,122,669</b>

(1) Included in other 457 statistics

Plan Asset Size	Number of Plans
< \$25 Million	3,163
\$25 - \$100 Million	71
\$100 - \$250 Million	26
\$250 - \$500 Million	9
> \$500 Million	21

# of Plans with Number of Participants	<1000	1,001 – 5,000	> 5,001
401(a)	1,440	23	10
457(b) (pre-tax)	4,046	45	24
457(b) (Roth)	(1)	(1)	(1)
<b>Total</b>	<b>5,486</b>	<b>68</b>	<b>34</b>

(1) Included in other 457 statistics

# of Plans (as of Year End)	2012	2013	2014
401(a)	1,509	1,473	1,464
457(b)	5,036	5,032	4,127
<b>Total</b>	<b>6,545</b>	<b>6,505</b>	<b>5,591</b>
<b>Client Retention %</b>	<b>96.7%</b>	<b>96.5%</b>	<b>95.8%</b>
<b>Average Client Tenure</b>	<b>21.8 years</b>	<b>22.6 years</b>	<b>21.3 years</b>

3. Describe your organizational philosophy/approach to client services.

Our commitment to the plan sponsor and their employees is resonant with our product offerings, Six Sigma methodology, industry-leading technology and our customized employee solutions and award-winning communications materials. We strongly adhere to making it easier for our clients and their employees. In order to meet and exceed our client's expectations, Voya employs a disciplined Six Sigma philosophy throughout the organization to develop and deliver best-practice operational and service solutions. We continuously invest in the future of our business to maintain our robust product development process, supported by constant reinvestment in our technology and by ongoing refinement of our operations model. We are defined by the quality of products and services we offer in making it easier for our customers and their employees. We offer:

- Flexible investment platforms
- Dedicated sponsor services and support
- Superior technology
- Customized employee solutions



**4. Describe the strategic and economic importance of this business line to your organization, as well as what distinguishes your organization from its competitors and why the organization is the best choice for the County's 401(a)/457 Plans and its participants.**

Voya was one of the first 457 plan providers entering the market in 1972, and Voya continues to be focused on serving governmental employers and employees throughout the U.S. Supporting and offering recordkeeping, investment and retirement guidance is core to our company's strategic business strategy to become America's Retirement Company™. It is a reflection of our company's long-term goal of becoming the preferred choice of Americans as they plan for, save toward and live through retirement.

Voya is now the third largest defined contribution business in the U.S. based on number of plans with approximately 46,500; the fifth largest based on number of plan participants with approximately five million; and the sixth largest based on combined assets under management with approximately \$314 billion in assets\*. In the governmental defined contribution market, Voya serves over 3,200 defined contribution plans representing 1.4 million participants and nearly \$50 billion in governmental plan assets. Servicing our governmental plan sponsors and participants continues to be a core focus of Voya and is a key part of our overall defined contribution strategy. Evidence of our commitment to our market presence is the likelihood of our customers recommending us. We remain focused on keeping our clients satisfied and also continue to focus on adding new key plan sponsors to our list of satisfied customers.

Voya is the best choice for Arlington County because we understand and know you better than anyone else. Through the partnership that we've had since the early part of this decade, the plan has grown exponentially to over \$460 million in plan assets. Deferrals and plan participation have also grown dramatically. The combination of an effective communication and education strategy and through Arlington's proactive plan design changes, participation levels are at all-time highs (including a 90% participation rate within the voluntary Deferred Compensation Plan).

We have a focused commitment to understand the County's overall goals and objectives. The Voya client services team has helped ease the administrative burden to the human resources and benefits staff by having a thorough knowledge of the retirement benefits program and we are seen as a competent resource in addressing County employee questions.

We believe that in order to deliver the best service to the County, we need to continue to provide self-service tools and human resources. At Voya, operational excellence is a simple concept — it is continually striving to seek the right balance to optimize efficiency and effectiveness. Our unparalleled technology allows us to automate as many services as possible to ensure accuracy, consistency, and efficiency. All transactions, whether automated or manual, have a complete audit trail and are continually tracked against performance standards. While automation is vital, we firmly believe that benefits outsourcing is still a "people business", and person-to-person service remains a core element of our business. We bring the most highly qualified people and industry-leading technology together to ensure that our clients' expectations are met each time they interact with Voya. Our dedicated teams focus their efforts on delivering exceptional service and resolving any customer issues and inquiries the first time they are expressed. We accomplish this within an environment that is defined by ongoing measurement, reporting, and continuous improvement in all aspects of our service approach.

Our approach is unique in that we will continue to devote dedicated local resources to focus on the needs and objectives that are *specific* to the County and your employees, and continue to develop our products, services and communication strategy to meet these needs and objectives. Our success is directly attributable to our ultimate commitment to the customer – a commitment to the innovation and implementation of tools and solutions for our government plan sponsors and their participants. We refer to this approach as "fresh thinking".

The key components of our approach, which make us uniquely qualified to continue to provide services to the County include:

- **Experience with a fresh approach:** Voya is uniquely positioned as a leading 401(a) and 457(b) government market plan provider and evolutionary learning organization with the ability to provide a fresh approach to recordkeeping, guidance, administrative and communication services to the County.
- **Targeted education with an experienced local service team:** We are committed to providing information in the manner and method most comfortable and convenient for the County's employees. Our approach includes the ability to target a specific group or groups, to use a variety of different medium, and to integrate other available benefits and personal savings. With our team of experienced representatives and a creative and engaging approach to education, we are best positioned to partner with the County in delivering comprehensive, easy to understand participant education.

Our "experience with a fresh approach" and "local service team" makes Voya stand out from our competition. We believe these unique strengths will allow us to continue to partner with the County to refresh, rejuvenate, and reenergize their plans.

*\*As published by Pensions and Investments Special Report of Top DC Recordkeepers as of March 2015 (based on September 2014 data).*

**5. Provide a succinct characterization of your financial position including credit ratings, revenue growth rate, profitability or other measures that help show your financial viability. Specifically, provide basic financial statistics like net operating profit and debt to net worth. As applicable, provide your latest credit reports from Moody's, S&P and Fitch.**

Following are Voya's credit ratings as of March 16, 2015:

Moody's	Standard & Poor's	Fitch	A.M. Best
A2	A	A	A

Please go to <http://investors.voya.com/financial-reporting/credit-ratings/default.aspx> for further information.

**Voya Retirement Financial Metrics: 2<sup>nd</sup> Quarter 2015 and First Half of 2015:**

- Delivered \$125 million in pre-tax adjusted operating earnings for 2<sup>nd</sup> quarter 2015, and \$254 million for the first half of 2015. This represents 39% of Voya Financial's total ongoing business for 2<sup>nd</sup> quarter 2015 pre-tax adjusted operating earnings; the largest single business unit contributor for Voya and demonstrates our commitment to becoming America's Retirement Company™.
- Total assets under management and administration of \$314 billion as of June 30, 2015.
- Delivered adjusted return on capital of 9.3% which demonstrates our strong commitment to shareholder value.

Please refer to Appendix B for reports.

**6. Describe your organization's willingness to accept fiduciary responsibility for various aspects of your plan services.**

Voya is proposing to continue to serve the plan as a non-discretionary provider of bundled administrative, recordkeeping and investment services. Even though we will be serving the plan in a non-fiduciary ministerial service provider capacity, in providing such services we will agree to adhere to the prudent man standard of care that is required of fiduciaries. In other words, we will agree to perform our responsibilities with the care, skill, prudence and diligence under the circumstances then prevailing that a reasonably prudent person acting in a like capacity and familiar with such matters would use in an enterprise of like character.

**7. Is your organization currently, or has it been in the past five years, a party to plan-related litigation or sanction by a regulatory or governing body? If yes, describe the nature of the claim or action and the status of the litigation.**

Like other companies in the industry, VRIAC currently is or in the past five years has been a party to a number of lawsuits and arbitrations arising from the normal conduct of business, some of which relate to deferred compensation, defined contribution or public/private pension plans and others involving individuals who are not participants in such plans, as well as arbitrations and lawsuits involving brokers and/or registered representatives, and employment matters. Moreover, certain claims have been asserted as class actions, purporting to represent a group of similarly situated individuals. In one such matter, VRIAC was a party to a lawsuit involving a certified class of current and former customers that challenged VRIAC's receipt of certain compensation from mutual funds. The parties to that matter received court approval of a class-wide settlement.

As is customary for companies that provide retirement plan investments and services, VRIAC is and in the past five years has been subject to periodic, formal and informal requests for information from, and examinations by, state and federal regulators regarding its activities and those of the plans it serves. On February 4, 2013, VRIAC entered into an agreement with the U.S. Department of Labor regarding VRIAC's policy on the correction of inadvertent transaction processing errors. VRIAC and the DOL's reaching this agreement on the policy is not an admission of any breach of duty or wrongdoing by VRIAC. VRIAC remains committed to this longstanding policy, which puts customers in the position that they would have been in had an inadvertent processing error never occurred.

We believe these matters do not reflect negatively on our fitness or ability to perform our contracts with any current or potential customers, including the County. Additional information is available through the company's public filings with the Securities and Exchange Commission.

**8. Have your licenses to perform services anywhere been restricted, suspended or otherwise denied in the past five years? If yes, describe. Include the reason for the restriction or suspension and the current status of the licenses.**

No.

**9. Have any field representatives or agents that will be onsite to service this contract been cited or reprimanded by any regulatory agency within the past five years? If yes, provide details.**

No.

**10. The County requires that all vendors maintain a privacy policy to protect the sharing of client and participant information with a third party. Describe your privacy policy.**

The Voya Companies in the U.S. take your privacy very seriously. We share a commitment to protect your privacy and the confidentiality of your personal and financial information. A copy of Voya's Privacy Promise has been provided in Appendix C.

**11. Will you use any subcontractors for the servicing of the County's Plans? If yes, describe your relationship with the subcontractor; the subcontractor's experience in providing services to public retirement plans, including 401(a)/457 plans; and the experience of the subcontractor's employees that will provide direct or indirect services to the County's Plans.**

No.

**12. Describe any ancillary products or services that are not directly related to the County's Plans and that your representatives are licensed to sell. Confirm that your representatives will not attempt to offer any ancillary products or services to Plan participants unless specifically authorized in writing by the County.**

Our representatives hold appropriate licenses to engage in other lines of business including 529 College Savings plans, Long Term Care, Disability, Life Insurance, Annuities, Brokerage accounts and Mutual Funds. While we know employees need value and appreciate the opportunity to participate in retirement and other benefit plans, these products would only be made available to our representatives upon prior approval and request of the County.

Voya will not market or sell products to any participants other than those identified in this proposal without the request/permission of the County.

**13. Describe the team that would deal directly with the County on an ongoing basis, including the County's single point of contact for quality control, resolving problems and expediting services related to the overall performance of the contract. Provide a detailed resume for the primary relationship manager. For each other person on the team specify the following:**

- a. role and responsibilities**
- b. current office location and proposed office location if contract is awarded**
- c. tenure with your organization**
- d. other municipalities that they serve,**
- e. professional designations and licenses**
- f. whether any of the individuals are contractors or agents who are not employees of your organization**
- g. average number of clients managed by the plan administrator or team leader**
- h. average number of contracts managed by onsite representatives/financial education representatives**
- i. amount of time (per week) that will be devoted to servicing the County**

Please refer to Appendix D for the requested information regarding the team that will continue to service the County's plans.

**14. The County requires a dedicated transition team. Provide names, titles and their responsibilities, as well as an organizational chart.**

As Voya is the County's current provider, a full transition is not required. We will assign a member of our transition team, Greg Anderson, as the contact for Arlington County as we enhance the County's program.

**15. Describe the team's experience with public sector retirement plans, including 401(a)/457 plans. Demonstrate in your response the team's knowledge of Internal Revenue Code interpretations applicable to public sector plans and understanding of how public sector plans can coordinate with non-public sector plans.**

Unique to Voya is a staff of dedicated professionals with law degrees, paralegal degrees and the prestigious Certified Employee Benefits Specialist (CEBS) designation and with collectively over 75 years of technical expertise in the Internal Revenue Code and retirement plan rules for public sector 401(a) and 457 plans. This Technical Services team is available to assist our plan sponsors with questions regarding plan design (including coordination with non-public sector plans) and the impact of federal regulatory changes that impact both public and private sector retirement plans.

We also keep retirement plan sponsors abreast of legislative and legal updates on an ongoing basis through our *Retirement Update*, Voya's monthly report with the latest on what's new in congress, the Internal Revenue Service, the Department of Labor, and the courts, available on Voya's Sponsor Website.

**16. Describe the qualifications and experience of the team that would have direct responsibility for the County's plans in regard to public sector defined benefit, defined contribution, deferred compensation and 529 savings accounts.**

Frederick Blue, the County's Strategic Relationship Manager, is a 24 year financial services veteran who has served in various capacities within the retirement services industry. Frederick has worked with a number of governmental employers over that period, supporting 401(a) and 457(b) plans encompassing the City of Atlanta and the Southeastern Pennsylvania Transportation Authority ("SEPTA"), among others. Frederick has worked with the County since 2013.

**17. The County requires that at least one onsite representative have the Certified Financial Planner (CFP) designation. What are the minimum education and licensing requirements for Onsite Representatives? Indicate the number of onsite representatives that would be assigned to the County and the number that have the CFP designation.**

Following are the minimum education and licensing requirements for onsite representatives:

- Obtaining Financial Industry Regulatory Authority ("FINRA") designations (6, 7, 26, 63, etc.)
- State insurance licenses and requisite continuing education
- Chartered Retirement Plan Counselor ("CRPC") and Chartered Retirement Plan Specialist ("CRPS")
- Certified Fund Specialist ("CFS") from the Institute of Business and Finance
- Certified Financial Planner ("CFP") designations

Voya is proposing to maintain our current service team which includes one full-time CFP and one part-time CFP.

**18. What service staff will be provided to support the onsite representatives? Provide an organizational chart of the staff proposed as onsite representatives and details regarding how you will manage local staff to ensure quick responses to employees and adequate services to the entire County workforce.**

Jean Marshall will continue to be the office manager for the onsite team. She is fully licensed and can not only manage our team, but also support participants that "walk in" looking for assistance.

Both Chuck Williams and Kasi Boyles are responsible for managing the local staff. With frequent visits to the County and systematic review of communications to plan participants, we are confident that the current team will continue to provide better than adequate services to the County.

Please refer to Appendix A for an organizational chart of the Arlington County service team, which includes the onsite representatives. We have also provided biographical information on each of our representatives in Appendix D.

## **II. REFERENCES (NO ADDITIONAL INFORMATION REQUIRED FOR BAFO)**

### **III. ACCOUNT MANAGEMENT and TRANSITION**

- 1. Describe your process for resolving problems, including your timing standards and how you meet that target. What are your escalation procedures for problems that are not resolved within a standard period of time?**

Voya is committed to the satisfaction of our customers and takes service related issues and concerns seriously. We make every effort to resolve customer complaints in a fair and timely manner. Our Customer Service Representatives ("CSRs") receive extensive training on the skills necessary to solve service issues. In the event a customer's concern cannot be resolved by the CSR, it is immediately escalated to a Customer Service Manager. The Manager will assist in seeing the issue through to resolution, including involvement from the Plan Manager, as needed.

When a written customer complaint is received, it is forwarded to our Customer Relations Department, which is part of the Compliance Team located in our Windsor, Connecticut office. Our Customer Relations team responds to all written complaints either in writing or via a direct phone call to the customer. We make every effort to resolve and respond to customer complaints within 30 business days. If additional research is required by the complaint consultant, we follow up with the customer and provide a status on the issue.

Escalation can go through a central point of contact set up for the County. With more routine issues, Voya's local office management is also available to assist with problem resolution.

- 2. How will you handle transfers of accounts with existing participant 401(a) plan loans from the County's current provider?**

Not applicable. Voya is the County's current provider.

- 3. The County requires vendors to monitor County and participant satisfaction. Describe your procedures for monitoring and reporting both, including the ability to provide satisfaction data that is specific to the County.**

Voya periodically partners with an independent research firm, such as Chatham Partners, to survey a representative sample of the Voya plan sponsors to collect specific feedback regarding the service they receive as well as their attitudes toward retirement and related issues.

The most recent surveys were conducted in 2013 and 2014 with nearly 1,400 Voya plan sponsors. On an overall basis, nine in ten of Voya's defined contribution plan sponsors were satisfied with the services provided by Voya. The results highlighted Voya's relative strengths which included the quality of personnel, administrative services, and participant services.

Voya will coordinate a custom satisfaction survey process with the County. We have multiple options to accomplish this task, ranging from electronic surveys to participant call outs. We would also like to start using surveys following the financial seminars that are presented by the local team. Each attendee will be asked to rate the effectiveness of the speaker and topic presented. This feedback is used to further expand on the effectiveness of the group meetings, the speaker, and seminar offerings.

Our onsite representatives will continue to conduct group meetings to keep employees engaged and informed about their plan benefits. In the future, Voya will work with the County to provide any customized satisfaction reports that the County would like to review.



**4. Does the relationship-management team's compensation depend in part on client satisfaction? If so, describe.**

The relationship management team is compensated by salary but can receive a performance bonus which may be tied to sponsor satisfaction.

**5. Describe the typical agenda and frequency of a periodic client service review.**

Voya has developed a comprehensive plan review reporting document that provides in-depth reporting on a variety of topics including:

- *Participant data*: number of accounts, new enrollments, demographic data, contributions, distributions, average balances, diversification, and utilization of services.
- *Plan data*: historical assets, reporting on assets/deferrals in each fund, number of participants per fund, style grid, investment returns, and investment ratings.
- *Voya Benchmark Wizard*: a comparison of your plan to plans of similar size, plan type, industry type, and/or participant size.
- *Voya Fund Evaluation Scorecard*: produced by Voya's Investment Due Diligence team. The scorecard is a purely objective, quantitative tool measuring multiple factors of a fund's performance including risk, risk-adjusted performance, consistency of style, and expenses. We encourage our plan sponsors to use the Scorecard, in conjunction with their consultant, as an oversight and fund monitoring tool.

We typically meet with the County on a semi-annual basis as part of the Investment Review, but the plan review process can be conducted on a quarterly, semi-annual or annual basis.

**6. Provide the address for your plan sponsor/administrator demo website and instructions on using the site(s).**

Our online demonstration allows you to access a sample plan. Sample content has been prefilled for demonstration purposes. No user ID or password is required.

<https://demos.voyacdn.com/sponsorwebdemoease>.

Access to this demo is available 24-hours-a-day, seven-days-a-week.

**7. Briefly describe your transition process including: any data format requirements or limitations, your quality assurance or auditing process to ensure accuracy of the data, and the handling of investments during any blackout period. Provide a sample timeline of transition activities (technical, participant communication, etc.) with vendor and County staff roles and responsibilities delineated. Describe major milestones and critical success factors. Assume a cutover date from the current vendor of July 1, 2016.**

As your current partner, the process is simplified and the timeframe to implement plan enhancements is greatly reduced. In addition, our knowledge of your agency and department locations, geographical familiarity, and our experienced local team of representatives already engaged in ongoing education and servicing of plan participants, will facilitate a smooth process.

The major focus will continue to be on communicating any enhancements to your employees and retirees – developing the materials, soliciting the County's feedback on the communication materials, and implementing the rollout to your participants.



The process includes:

- **Announcement letter from the County** – The County's introductory letter (we will provide a draft for the County's review and facilitate the mailing to all employees' homes) will announce the retention of Voya as the plans' provider, and contain a preview of the any changes that will take place. It will also set expectations for what to expect during the conversion.
- **Comprehensive mailing from Voya** – Provides participants with all of the information necessary to understand the plan changes. This mailing will include a detailed letter with key dates; meeting schedule for all of the group education meetings; frequently asked questions and answers; fund mapping illustration (if applicable); fund performance and one-page fund descriptions for each of the investment options included in the plans' menu.
- **Promotional campaign** – Customized posters, newsletter articles, postcards and payroll stuffers will reinforce the enhancements taking place during the conversion and remind participants to take advantage of all the available information.
- **Group meetings** – We will ensure that all participants have an opportunity to attend an education meeting and meet with our representatives face-to-face. Meetings will be conducted at convenient times and locations, and will accommodate all shifts.
- **Individual meeting with a local Voya Representative** – Participants will continue to have access to the same local representatives they have known over the years.
- **Custom Website** – The custom website will continue to provide participants with much more than just access to their accounts and the ability to make transactions. Through this custom website, participants will be able to view plan specifics, visit the educational library and interact with the retirement planning calculators.

Our objectives during any plan enhancements are to minimize the time involved from the County and minimize disruption for participants. The transition process includes the following major milestones:

- **Team** – Establishment of team members and ongoing meeting and conference call schedules.
- **Key dates** – Agreement on key milestone dates.
- **Funds and mapping** – Determination of changes to the existing fund menu and fund mapping (if required).
- **Legal Documents** – Review and updating of the various legal documents; e.g., contracts and service agreements.
- **Communication and education** – Our robust approach will include mailings, group meetings, phone support, updates to the custom plan website and other informational material. An integral part of this approach will be communicating with retirees.
- **Training the County** – All personnel will be trained on the enhancements that will be made to the plan.
- **Investment option changes** – Liquidation and reinvestment for investment options that are being replaced. Reconciliation and confirmation of participant accounts are included in this milestone.
- **Go live** – This includes mailing of participant confirmations for any investment activity.

Please refer to Appendix E for a sample timeline.

**8. Describe your expectation of the County's involvement in the transition. Detail the approximate number of hours of County staff involvement required per week and what type of staff are typically involved.**

As your current partner, our goal is to minimize the need for ongoing County involvement. The County's role would include:

- Participation in phone meetings as needed so we can provide an update on the status;
- Approval of changes to the existing fund menu and, if required, investment mapping;
- Review and approval of new services; and
- Review and sign-off on all communication materials.

**9. How would you ensure that County staff are kept advised of the transition status, the issues that arise and how issues are resolved?**

The conversion team meets on a regular basis and reports progress and milestones reached to the County via scheduled phone meetings.

**10. Define the length of the blackout period, if any, for the transition. If there is a blackout period, describe what functions would be unavailable or restricted during that time and the process for handling emergency distribution transactions.**

As your current partner, there will be no blackout period during the implementation of plan enhancements.

**11. Describe your recommended transition process for accounts/investment options that include transfer limitations, surrender charges and/or market value adjustments.**

As your current partner there would be no transfer limitations, surrender charges and/or market value adjustments.

**12. Describe how you would handle accounts that were already in distribution mode during the transition period.**

Participants and retirees will continue to receive payments in the same manner as their current distribution option, without any disruption.

**13. Describe the transition process for current self-directed brokerage option accounts within the 457 plan.**

As your current partner, a transition from the self-directed brokerage option would not apply.

**14. Describe how you would measure the timeliness of the transition, including the comparison of actual performance to any standards. What guarantees do you provide to ensure timely and accurate completion of the transition? If there are problems or delays, what remedies do you offer? Specify performance guarantees, rebates for failure to meet timelines, etc.**

Voya guarantees a smooth and seamless transition to the new Voya program and are willing to offer a \$50,000 conversion guarantee. Our success is measured by ensuring that each step of the conversion process is monitored and delivered on time and that the County and participants are satisfied with our services. If Voya fails to resolve any deficiency within 30 days with regard to the conversion, the County may request the conversion guarantee be paid.

#### **IV. RECORD KEEPING and ADMINISTRATIVE SERVICES**

**1. Describe the administrative services that your company offers for public employee deferred compensation and defined contribution plans.**

The proposed Voya program is fully bundled, providing full-service recordkeeping, investment management and administrative services. We offer comprehensive administrative services designed to facilitate the smooth ongoing operation of your plan and reduce the administrative burdens of the County. We will provide the County with the following administrative services:

**For the County:**

- Preparation of a plan-specific transition schedule
- Automatic enrollment
- Payroll remittance – the safe and secure submission of payroll and census data (if applicable) using one of our file formats
- Plan access – quick access to plan and participant level information via Voya Sponsor Website
- Online employer reports – electronic delivery of employer reports on a regular basis
- Data transfer, electronic payroll interface
- Quarterly sponsor statements of activity via the Sponsor Website
- Daily reconciliation of plan and participant activity
- Necessary participant tax forms following the end of each calendar year
- Contribution/loan repayment processing
- Maintenance of contribution sources used to “house” and segregate employer and employee monies for administrative purposes
- Contribution rate change (optional)
- Qualified domestic relations order (“QDRO”) processing
- Hours worked vesting calculations based on plan year or elapsed time from date of hire
- Excess contribution processing
- Loan administration
- Loan default monitoring (optional)
- Loan interest rate monitoring (optional)
- Investment lineup

**For the Participant:**

- Participant access – participants can access their plan account at any time via the Participant Website and/or phone. Employees can quickly and conveniently make the following transactions:
  - Elective deferral changes
  - Transfer between Investments
  - Change future allocations
- View months of transaction history, account balances, and fund and account performance
- Automatic enrollment
- Loan initiation
- Final and in-service withdrawals pre-filled form initiation
- Self-Directed Brokerage Account (“SDBA”) option
- Daily valuation of participant accounts
- Quarterly participant statements of activity mailed direct to participant homes

**2. Specify the basic record keeping system you would use for the County's plan, including your capability to receive, disburse, control and audit deductions and to ensure timeliness, accuracy and confidentiality of records.**

Voya uses OmniPlus (from SunGard) as a core recordkeeping system, but with Voya evolving the code. The recordkeeping system is migrated by Voya to run on Linux blades in an N+1 configuration with full replication across data centers and providing full connectivity to our J2EE layer for customer facing applications.

Voya provides multiple options for the transmission of plan contributions. Upon request, if an automatic interface has not been previously established, we are willing to work with the County's payroll provider to establish a link to offer an automatic, seamless payroll solution.

Voya accepts plan data via one of the following automated remittance media depending on the size and set up of your plan:

- Internet File Transfer ("IFT");
- File Transfer Protocol ("FTP"); or
- Payroll Administration Application.

**Outgoing**

Voya provides a Payroll Feedback File and Payroll Feedback Report that provides details on new enrollments (and applicable contribution elections), new loans, re-amortizations, etc. as well as additional information, depending upon the services selected. Payroll Feedback Files and reports are posted to Voya's Sponsor Website coinciding with the plan's payroll frequency or can be sent via email in an encrypted format to contacts specified by the County.

Contributions received in good order prior to the close of the New York Stock Exchange ("NYSE"), on any day the NYSE is open for trading, are invested as of the date they are received based on that day's closing prices and allocated to the appropriate investments based upon the enrollment data on our system.

To ensure that contributions and census updates are posted on a timely basis, we perform edits on data transmissions to find any data discrepancies that may exist with the file. Voya will run the following contribution edits when your file is received:

- Contributions received for participants who are not enrolled in the plan
- Contributions received for participants who are no longer with the County
- Plan totals that do not match participant records
- Loan repayments edits
- Loan repayment amount does not match expected repayment amount
- Loan repayment received, no loan balance
- Plan total does not match participant's records
- Participant demographic/census edits
- Participant already on file
- Employment status change
- Participant address change

Voya's Infrastructure Security and Threat Management protocols assure data and systems are available, and exhibit the confidentiality and integrity expected by data owners and users to conduct their business. The appropriate level of security applied to the information and systems is based on the classification and criticality of the information and the business processes that use it. The key elements of Infrastructure Security and Threat Management are protection from malicious code, denial of service protection, perimeter protection, use of validated cryptography (encryption), and public access protection. Management includes implementing appropriate controls and protections on hardware, software, and resources; maintaining appropriate auditing and monitoring; and evaluating system threats and vulnerabilities.

**3. Describe your ability to track and distribute pre-tax and after-tax contributions and/or rollovers for individual participants and to disburse and report these funds appropriately.**

This is done at no additional charge. Activity and balances for each type of contribution are tracked separately and reported on the participant website, quarterly statement, and on sponsor reports.

**4. The County requires that all plan transactions be conducted with oversight to ensure transactional integrity. Describe the checks and balances you have in place to ensure transactional integrity.**

We load key plan provisions onto our recordkeeping system and use this information to validate transactions processed under your plan. As a result, our system offers the following controls:

- Monitor withdrawal frequency by type
- Monitor deferral suspension periods
- Monitor inter-fund transfer frequency
- Reconcile transactions for accuracy of control totals (numbers, dollars, shares)
- Produce daily reports reflecting financial controls, data submitted, errors generated
- Monitoring of all contribution limits, including the catch-up provisions, pursuant to the Internal Revenue Code ("IRC")
- Ongoing maintenance and updating of participant information to ensure addresses and other personal information is up-to-date

If the system rejects transactions, your plan manager will assess the issue and, if necessary, document the specifics and attempt to reconcile the issue.

**5. Describe your ability to administer plan distributions such as lump-sum distributions, systematic payments/installments, annuities, QDROs, rollovers and required minimum distributions.**

**Lump-Sum Distributions**

Participants initiate lump sum distributions through one or more methods supported by Voya:

- Online through our secure Voya Participant Website.
- By speaking with a CSR on a toll-free line. A local representative may be included in the call if the participant wishes.

Using your plan document (or other mutually acceptable documentation) as a guideline, we establish only those withdrawal options available to your participants. The participant is advised of potential tax penalties and has the option to review and confirm amount to be withheld for taxes and any applicable transaction fees. Our online withdrawal application completes and sends signature-ready forms to the participant's in-box or our CSR completes and mails/faxes or makes available through the Voya Participant Website signature-ready forms to the participant. In certain situations, it is possible that the transaction can be fully completed online, with no paperwork necessary. The participant reviews and signs the paperwork, obtains spousal consent (if required), gathers any required supporting documentation and follows instructions provided to have the withdrawal request authorized or approved.

Withdrawal requests are processed as of the later of the date the request is approved (or authorized) or date the request is received by Voya in good order prior to the close of the NYSE.

### **Systematic Payments/Installments**

Voya offers the following options to satisfy a participant's request to receive periodic or installment payments:

- **Systematic Withdrawal Option-** the participant can elect to receive payment on a regular basis according to a specified period or specified payment schedule, subject to certain terms and conditions. Payments can be made monthly, quarterly, semi-annually or annually.
- **Estate Conservation Option-** The ECO option will provide the participant with an annual payment intended to meet the required minimum distribution ("RMD") amount determined according to the Internal Revenue Code, subject to certain terms and conditions.

Our procedure for processing periodic payment or installment payments is the same as described above, except that payments are processed on either the 1st or 15th of each month (or next business day if the 1st or 15th falls on a day in which the NYSE is closed).

### **Annuities**

A participant may initiate a request for an annuity by speaking with a CSR on a toll-free line or through their local representative. The CSR will mail/fax the appropriate form to the participant for completion. Upon completion, the participant submits the form to Voya for processing. The participant proceeds and information are forwarded to the insurance carrier specified by the plan sponsor or the carrier selected by the participant for payment.

### **Qualified Domestic Relations Order ("QDROs")**

We follow the QDRO requirements of the Internal Revenue Code. After the qualified status of the order is determined by the County, we will establish a separate recordkeeping account for the alternate payee and make payments in accordance with the terms of your plan.

Upon receiving a domestic relations order that has been qualified (or approved), we decrease the amount of the participant's account by the specified amount and simultaneously set up an account for the alternate payee.

We currently offer the following Voya Review service model for determining the qualified status of a domestic relations order ("DRO"):

- **Voya Review service\*:** Voya will perform an administrative review of the DRO and determine if it has met the requirements for qualification under the Internal Revenue Code. Under this arrangement, Voya will make a determination within five business days of receipt of the DRO in good order. If changes to the DRO are necessary, Voya will coordinate resolution with the parties involved. Once the DRO is deemed to be "qualified" Voya will split the participant's account in accordance with provisions of the court order.

When Voya receives a signed DRO, or is notified that a legal action is pending in which a DRO will be sought, Voya will place an administrative hold on the participant's account. During this period, the participant will be restricted from taking a distribution or loan until the QDRO has been processed.

*\*This service model is available for the provision of ministerial administrative services only, and does not represent the transfer of any plan administrative or fiduciary services to Voya and will not require Voya to exercise any discretion.*

### **Rollovers**

Participants who qualify to receive a benefit payment following a severance from employment can elect to directly roll over all or part of the distribution if the request is rollover-eligible in accordance with the code. Payment to the receiving party will be by check. Participants may initiate a rollover request online (if allowed under the plan) or via a CSR. Requests are processed as of the later of the date the request is approved (or authorized) or date request received by Voya in good order prior to the close of the NYSE.



### **Required Minimum Distributions (“RMDs”)**

Voya notifies participants who have attained age 70½ when RMDs must commence if they have retired. Participants who are at least 70½ receive this notification annually unless they have already elected to annuitize their benefit under the retirement plan or elected one of the following distribution options: ECO or SWO. The annual notification provides the participant with information and instructions for what needs to occur in order to meet the RMD requirements (including how and when payment will be made should the participant choose not to take any action).

Each fall, Voya will provide the County with an information package listing for the participants Voya has determined will be required to take a RMD. Voya will ask you to review the information and authorize Voya to mail the RMD notification package to those identified participants.

Participants may initiate withdrawal requests intended to meet RMD amounts via our toll-free phone service. Our CSR mails/faxes the appropriate form to the participant for completion. Requests are processed as of the date the request is approved (or authorized) or date the request is received by Voya in good order prior to the close of the NYSE.

RMD requests for 457 plans are processed as described above for distributions. If allowed under the plan and/or service agreement, Voya will automatically process the RMD for 457 plan participants in early December unless the participant takes a withdrawal sooner. Under this process, all such RMD transactions are processed by our system in bulk, generally in December or April, depending on when payment is due, in accordance with IRS regulations.

6. ***Describe your company's loan request process. Does your system calculate the amount available for loan and the repayment amount and produce an amortization schedule and promissory note? Describe your ability and willingness to administer a variety of loan repayment methods (i.e., additional payments, multiple loans, missed payments).***

#### **Initiating a loan:**

A participant initiates a loan through one of the following mediums:

- Online through our secure Participant Website
- By speaking with a CSR on a toll-free line. A local representative may be included in the call if the participant wishes

Using the plan document (or other mutually acceptable documentation) as a guideline, we establish those loan options available to your participants. When the participant inquires about a loan, the participant is advised of loan interest rate and repayment schedule, any restrictions that would apply to the loan, as well as any transaction fees to be deducted from the participant's account. Potential loan default and tax implications are explained should repayments not be made by the end of the grace period.

#### **Participant review of loan application:**

The online loan request application completes and sends signature-ready forms to the participant's Website inbox or if the participant calls our call center, a CSR completes and mails, faxes or makes the application available through the Voya Participant Website signature-ready forms. In certain situations, it is possible that the transaction can be fully completed online, with no paperwork necessary.

#### **Participant submits completed loan application:**

The participant reviews and signs the paperwork, gathers any required supporting documentation. Then the participant would follow the instructions provided to have the loan request authorized or approved followed by submission to Voya for processing.



**Processing the loan request:**

Loan requests are processed as of the later of the date the request is approved (or authorized) or date the request is received by Voya in good order prior to the close of the NYSE; payment is typically mailed or made available electronically through ACH within five business days of processing, but no later than seven calendar days.

Voya currently provides the Voya approved model option for the authorization and processing of loans requested by your participants.

**Voya approved model**

The Voya approved loan service model allows certain plans the option for participants to initiate general purpose and residential loans via Voya's Participant Website or by having participants call our call center to speak with a CSR in order to request a loan from Voya with no intervention required by the plan sponsor.

With this option, the only function retained by the County is ensuring the payroll is updated to provide the participant loan repayments.

Once the loan is issued, the loan confirmation statement and amortization schedule is generated and included in the payroll feedback file which is available for the County to view 24x7 on the Sponsor Website. An email is pushed to the designated plan sponsor contact saying that the file has new information and is available to be viewed. In addition, participants will receive a truth in lending and promissory note. Voya retains a signed copy of these documents as well.

Additionally, our system can accommodate all loan processing and recordkeeping, including:

- Determining the maximum amount available based on plan and IRC rules and the information on our administrative recordkeeping system.
- Providing loan information and modeling via our Internet and toll-free line.
- Processing and applying loan repayments through payroll deduction.
- Monitoring loans for potential default.
- Sending loan default notification letters to participants.
- Defaulting the loan if repayments have not been made by the end of the grace period.
- Reporting defaulted loans to the IRS.
- Monitoring and updating the loan interest rate based on a mutually agreed upon index and adjustment factor.

**7. Describe your process for monitoring loans that may become delinquent and/or default. Is there a provision for suspending payments due while a participant is on an approved medical leave of absence? Include information about communication to the participant and the plan sponsor.**

We provide loan default monitoring in which plan sponsors must agree to set the cure (grace) period to the IRS maximum (end of the calendar quarter following the calendar quarter in which the missed repayment was due). We will send out early (30 and 60 day letters) and final warning letters directly to participants and if loan repayments are not made current, we will automatically default the loan and send a confirmation (and IRS 1099R form at year end) to the participant. Loan reports are available to the sponsor, through the payroll feedback file on the Sponsor Website, indicating potential loan defaults, actual loan defaults and detailing loan repayments made.

Upon notification of leave of absence information from the sponsor, we will allow suspension of repayments, prevent warning letters from being sent, and curtail automatic defaulting of the loan. When the leave is over, the participant must immediately bring repayments up to date or re-amortize the loan.

**8. Describe the how you process hardship withdrawals and in-service withdrawals.**

Participants initiate hardship and in-service withdrawals through one or more methods supported by Voya:

- Online through our secure Voya Participant Website.
- By speaking with a CSA on a toll-free line. A local representative may be included in the call if the participant wishes.

Using your plan document (or other mutually acceptable documentation) as a guideline, we establish only those withdrawal options available to your participants. The participant is advised of potential tax penalties and has the option to review and confirm amount to be withheld for taxes and any applicable transaction fees. Our online withdrawal application completes and sends signature-ready forms to the participant's in-box or our CSA completes and mails/faxes or makes available through the Voya Participant Website signature-ready forms to the participant. In certain situations, it is possible that the transaction can be fully completed online, with no paperwork necessary. The participant reviews and signs the paperwork, obtains spousal consent (if required by your plan), gathers any required supporting documentation and follows instructions provided to have the withdrawal request authorized or approved.

Withdrawal requests are processed as of the later of the date the request is approved (or authorized) or date the request is received by Voya in good order prior to the close of the NYSE. Voya's Participant Website tracks the amount available for withdrawals, including hardship or unforeseeable emergency.

Voya provides you multiple options for the authorization and processing of withdrawals requested by your participants.

- Voya approved model
- Plan sponsor approved model

**Voya approved**

The Voya approved service model, currently utilized by the County, relieves the County of the administrative task of authorizing participant withdrawal requests on a case-by-case basis. In the case of distributions available when a participant separates from service, the plan sponsor will electronically submit participant termination data to Voya. Voya will use this data as your authorization of withdrawal request. For withdrawal requests permitted while the participant is employed, such as a hardship or unforeseeable emergency withdrawals, Voya will review the requests to determine if the request is eligible under your plan and IRS regulations governing such withdrawals.

**Plan Sponsor approved**

The plan sponsor approved service model allows you to control when withdrawals from your plan occur by requiring you to approve or authorize, on a case-by-case basis, each withdrawal request.

In lieu of the plan sponsor authorizing withdrawal requests, we have the capability to coordinate with a TPA or administrative service provider that you designate to work with us to offer streamlined withdrawal processing.

**9. Describe how you process force out IRA's. Describe IRA providers that you use and any sales charges or fees associated with the transactions.**

Voya offers an automated IRA solution integrated with one of our IRA products. For terminated participants who fail to take action on vested balances between \$1,000 and \$5,000, Voya can automatically rollover the balances to an IRA. The IRA is an insurance company contract whose account balance will be invested solely in the Voya Fixed Account and credited with interest at rates determined by VRIAC. The annual rate will be at least 1% per year. Guarantees are backed by the claims-paying ability of VRIAC. There is no opportunity to transfer to different investments. Additionally, participant contributions cannot be made to this IRA.

However, Voya associates would be available to discuss different IRA options for participants with a different price structure that would allow more investment options.

An account establishment fee of \$20 will be deducted when the IRA is established. In addition, an annual account maintenance fee of \$20 will be deducted from the IRA on each anniversary date and at full withdrawal. These fees will apply separately to each traditional IRA and Roth IRA established for a certificate holder and may reduce principal. There is a 10 day free "look-in" period before the establishment fee is deducted where the participant can take a distribution without fees.

**10. Describe your standard participant-level statements and documents, the frequency of distribution of hardcopy statements and any information regarding participants' ability to request statements on demand for specific time periods.**

Our quarterly statements provide easy-to-read information including:

- Personalized rate of return
- Total account balance
- Complete account summary of activity of Investments by asset class
- Allocation by source for contributions
- Transaction detail
- Investment performance in increments by fund-inception
- Personalized messaging including, but not limited to, IRS regulations, helpful tips and reminders

Each quarterly statement available 15 calendar days after the quarter end and is mailed to the participant's address we have on file. In addition, a participant may request a statement by contacting the call center and speaking with a CSR. The participant statement is also available online, 24-hours-a-day, seven-days-a-week on the Participant Website and a participant may sign up for e-delivery with email notification.

In addition, we have the capability to provide statements on demand. Through our toll-free call center, participants can request a "one day" statement and/or copies of their quarterly/monthly statements that have already been produced. Via our Participant Website we offer a rolling six quarters of statement information. We offer monthly statements for an additional fee. Participants can request an off-cycle statement by contacting a CSR.

**11. For each of the past four reporting periods describe your time frame for mailing participant statements to participants. Does your company provide the option for participants to receive only electronic statements? For each of the past four (4) reporting periods, identify the time for making electronic statements available to participants.**

Over the past four reporting periods all participant statements have been mailed within 15 calendar days after the quarter end. We also make participant statements available online within 15 calendar days after the quarter end and have met this standard over the last four reporting periods.

**12. Describe how you track Roth 457 contributions and earnings to ensure accurate distributions in regards to tax withholding on the earnings.**

Voya's administrative recordkeeping system will track designated Roth contributions and attributable earnings in a separate money source (or accounting record) that will not be commingled with traditional pre-tax contributions and earnings also made to an employee's account.

**13. In the event of a record-keeping error within your control, will you be financially responsible for making participants and/or the plan whole?**

Yes.

**14. Provide the following information:**

Transaction	Transaction cut-off time	# of days to process
<b>Contributions</b>	Prior to the close of the NYSE (4:00 p.m. EST), on any day the NYSE is open for trading.	Voya will process contributions received by the NYSE close within two business days of receiving all funding and supporting requirements if received in good order.
<b>Fund to fund transfer (exchange)</b>	Prior to the close of the NYSE (4:00 p.m. EST), on any day the NYSE is open for trading.	Voya will process fund-to-fund transfers received by the NYSE close on the same business day if received in good order.
<b>Distributions</b>	Prior to the close of the NYSE (4:00 p.m. EST), on any day the NYSE is open for trading.	Voya will process distribution requests received by the NYSE close on the same business day if received in good order.
<b>Hardship Withdrawals</b>	Prior to the close of the NYSE (4:00 p.m. EST), on any day the NYSE is open for trading.	Voya will process hardship withdrawals received by the NYSE close on the same business day if received in good order.
<b>Loans</b>	Prior to the close of the NYSE (4:00 p.m. EST), on any day the NYSE is open for trading.	Voya will process loan requests received by the NYSE close on the same business day if received in good order.
<b>DROs</b>	Prior to the close of the NYSE (4:00 p.m. EST), on any day the NYSE is open for trading.	Voya will process DROs received by the NYSE close within five business days of receiving all required supporting documentation in good order.
<b>Beneficiary Maintenance</b>	Prior to the close of the NYSE (4:00 p.m. EST), on any day the NYSE is open for trading.	Voya's best practice is to allow participants to enter information on the Participant Website. Voya will process beneficiary designation transactions received by the NYSE close within five business days of receiving the properly completed form and all required supporting documentation in good order.
<b>Participant Statement Mailing</b>	N/A	Mailed within 15 business days following quarter end.
<b>Sponsor Reporting</b>	N/A	Mailed within 15 business days after quarter end. Reports requested online are provided immediately.

**15. Provide a description of your organization's process, processing and quality standards, measurement protocol and transaction data discrepancy resolution for the following:**

**a. Contributions**

Contributions received in good order prior to the close of the NYSE, on any day the NYSE is open for trading, are invested as of the date they are received based on that day's closing prices and allocated to the appropriate investments based upon the enrollment data on our system.

To ensure that contributions and census updates are posted on a timely basis, we perform edits on data transmissions to find any data discrepancies that may exist with the file. Voya will run the following contribution edits when your file is received:

- Contributions received for participants who are not enrolled in the plan
- Contributions received for participants who are no longer with the plan sponsor
- Plan totals that do not match participant records
- Loan repayments edits
- Loan repayment amount does not match expected repayment amount
- Loan repayment received, no loan balance
- Plan total does not match participant's records
- Participant demographic/census edits
- Participant already on file
- Employment status change
- Participant address change

Erroneous contributions sent to Voya from the County can be corrected via a negative contribution on the next payroll submission using current day processing or via written notification to Voya. Any erroneous contribution resulting from a Voya error will be corrected to make the participant(s) whole at our expense.

Corrections requests submitted via written notification are reviewed by a dedicated quality review team. Any processing errors will be corrected as of the date the contribution data or distribution request was originally received by Voya in good order to make sure the customer receives the appropriate value of their account. If needed, corrected tax reports are supplied to the IRS and the participant.

**b. Fund to fund transfer (exchange)**

Fund-to-fund transfers are processed the same day if executed before 4:00 p.m. ET. Transfers can be requested as frequently as daily. Frequency and transfer restrictions are determined by the plan document and redemption fees are determined by the mutual fund companies. An industry standard equity wash provision may apply to transfers/exchanges if there is a competing investment option offered.

Transfers and investment allocations can be requested via:

- The call center and speaking with a CSR
- The Integrated Voice Response System ("IVR")
- Voya's Participant Website

**c. Distributions**

Our online withdrawal application completes and sends signature-ready forms to the participant's in-box or our CSR completes and mails/faxes (or makes available through the Voya Participant Website) signature-ready forms to the participant. In certain situations, it is possible that the transaction can be fully completed online, with no paperwork necessary. The participant reviews and signs the paperwork, obtains spousal consent (if required), gathers any required supporting documentation and follows instructions provided to have the distribution request authorized or approved. Distribution requests are processed as of the later of the date the request is approved (or authorized) or date the request is received by Voya in good order prior to the close of the NYSE.

Distribution forms are scanned on the day they are received as long as they are received by close of the stock market and a member of the Client Service Team will review the request form for good order (including spousal consent) according to plan rules. If the form is deemed as incomplete, we will reach out to obtain the missing information within 48 hours.

**d. Hardship Withdrawals**

The County has delegated to Voya the administrative responsibility of reviewing the hardship request to determine if the request meets the plan and IRS regulations governing this type of withdrawals from the plan. Under this arrangement, Voya will continue to make a determination within three business days of receipt of the request in good order. If the request is approved, the request will be processed as of the date of favorable determination; payment is typically mailed or made available electronically through ACH within five business days of processing, but no later than seven calendar days.

We will continue to process and approve hardship withdrawals based on your current guidelines. Requests are processed effective as of the date received in good order before the close of the NYSE on any day the NYSE is open for trading (usually 4:00 p.m. ET).

Voya will review and approve hardship withdrawal requests to ensure they meet the requirements of the IRC and the County plan documents. Participants will be required to provide all documentation and backup with their request for Voya to review. Voya has both peer reviews and a formal QA process for all of our money out transactions. Our processing teams follow written procedures to ensure consistent review and processing for our plans. Voya will make available any and all paperwork and documentation for review by the County. We provide online reports showing unforeseeable emergency withdrawal activity and additional detail including copies of receipts and other documentation is available upon request.

**e. Loans**

Voya currently provides the Voya approved model option for the authorization and processing of loans requested by your participants.

**Voya approved model**

The Voya approved loan service model allows certain plans the option for participants to initiate general purpose and residential loans via Voya's Participant Website or by having participants call our call center to speak with a CSR in order to request a loan from Voya with no intervention required by the plan sponsor.

With this option the only function retained by the County is ensuring the payroll is updated to provide the participant loan repayments.

Once the loan is issued, the loan confirmation statement and amortization schedule is generated and included in the payroll feedback file which is available for the County to view 24x7 on the Sponsor Website. An email is pushed to the designated plan sponsor contact saying that the file has new information and is available to be viewed. In addition, participants will receive a truth in lending and promissory note. Voya retains a signed copy of these documents as well.



**f. QDROs**

We follow the QDRO requirements of the IRC. After the qualified status of the order is determined by the County, we establish a separate recordkeeping account for the alternate payee and make payments in accordance with the terms of your plan.

Upon receiving a domestic relations order that has been qualified (or approved), we decrease the amount of the participant's account by the specified amount and simultaneously set up an account for the alternate payee.

We currently offer the following Voya Review service model for determining the qualified status of a domestic relations order ("DRO"):

- **Voya Review service\***: Voya will perform an administrative review of the DRO and determine if it has met the requirements for qualification under the IRC. Under this arrangement, Voya will make a determination within five business days of receipt of the DRO in good order. If changes to the DRO are necessary Voya will coordinate resolution with the parties involved. Once the DRO is deemed to be "qualified", Voya will split the participant's account in accordance with provisions of the court order.

When Voya receives a signed DRO, or is notified that a legal action is pending in which a DRO will be sought, Voya will place an administrative hold on the participant's account. During this period, the participant will be restricted from taking a distribution or loan until the QDRO has been processed.

*\*This service model is available for the provision of ministerial administrative services only, and does not represent the transfer of any plan administrative or fiduciary services to Voya and will not require Voya to exercise any discretion.*

**g. Beneficiary Maintenance**

Participants can designate a beneficiary, or edit a beneficiary designation, online through Voya's Participant Website, or via beneficiary designation form. At any time, the County can generate a report from the Sponsor Website to track changes or run an entire report of the beneficiary designations on our system.

**h. Participant Statement Mailing**

Each quarterly statement is mailed to the participant's address we have on file. In addition, a participant may request a statement by contacting the call center and speaking with a CSR. The participant statement is also available online, 24-hours-a-day, seven-days-a-week on the Participant Website and a participant may sign up for e-delivery with email notification. Statements are mailed within 15 business days following quarter end.

If there is an accounting error, the participant should call our call center to speak with a CSR. Requests for changes to the participant's account are then forwarded to the designated Plan Manager and they will adjust misapplied payments as of the investment date (the date the money was received). Errors are corrected effective as of the date the original change was requested.



**i. Sponsor Reporting**

Voya offers a variety of reports for plan sponsors to better manage their plan. Voya will continue to work with the County to determine the frequency and delivery of the reports.

The standard reporting package is provided hardcopy or electronically sent through encryption or to a secure site provided by the County and includes.

Report	Description
<b>Sponsor Activity Report</b>	A quarterly summary of plan-level activity.
<b>Participant Summary Activity Report</b>	Participant-level detail during the quarter.
<b>Age 70½ Report</b>	Annual report generated to ensure compliance with IRS minimum distribution requirements.
<b>Annual and Semi-Annual Plan Review Report</b>	Highlights statistical data, plan, investment and participant demographic information, investment performance and other plan-specific information.
<b>Client Service Utilization Report</b>	Summarizes participant utilization of the Internet, call center and IVR.
<b>Service Quality Report</b>	Report tailored to the specifics of the County's plans that provide feedback on the progress of the plans towards the County's goals and objectives.
<b>Investment Review</b>	Report compiled on a quarterly and annual basis that reviews and evaluates each of the investment options offered under the plans.

Additional reports, available upon request, include:

- Service Organization Control 1 ("SOC 1")
- Annual statement detail
- Distribution testing
- Loan testing
- Participant statements for testing
- SDBA statements

**16. Describe your standard reporting, including report frequency and types of reports for plan sponsors and any Internet-based services. Describe any customized and/or ad hoc reporting capabilities that would be available to the County. Could the County run reports as needed? Could the County download reports into Excel? Provide a demo website that the County can access.**

The standard reporting package is provided hardcopy or electronically sent through encryption or to a secure site provided by the County.

Report	Description
<b>Sponsor Activity Report</b>	A quarterly summary of plan-level activity.
<b>Participant Summary Activity Report</b>	Participant-level detail during the quarter.
<b>Age 70½ Report</b>	Annual report generated to ensure compliance with IRS minimum distribution requirements.
<b>Annual and Semi-Annual Plan Review Report</b>	Highlights statistical data, plan, investment and participant demographic information, investment performance and other plan-specific information.

<b>Client Service Utilization Report</b>	Summarizes participant utilization of the Internet, call center and IVR.
<b>Service Quality Report</b>	Report tailored to the specifics of the County's plans that provide feedback on the progress of the plans towards the County's goals and objectives.
<b>Investment Review</b>	Report compiled on a quarterly and annual basis that reviews and evaluates each of the investment options offered under the plans

**Additional reports, available upon request:**

- SOC 1
- Annual statement detail
- Distribution testing
- Loan testing
- Participant statements for testing
- SDBA statements

**On Demand Reporting via Sponsor Website**

On demand reporting puts the plan information at the County's fingertips. This tool allows the County either to pull information from one of the many standard online reports that we have on file or to create their own unique report. The standard reports are predefined reports that only require the County to click on the report they would like to run. The County can also create and schedule the running of their reports and since data is updated daily most plan data is only a mouse click away. Once reports are created the output file can be saved to the County's desktop either in Excel (XLS, CSV) or Adobe formats.

Sample on demand standard reports available include:

Report Name	Description
<b>Participant Balance by Source</b>	A daily breakdown of assets by source at a participant level.
<b>Participant Fund Balances</b>	A daily breakdown of assets by fund at a participant level.
<b>Participant Fund Balances (Select Funds)</b>	A daily breakdown of assets by fund at a participant level funds to be specified by the user.
<b>Participant Fund Balances with Address</b>	A daily breakdown of assets by fund at a participant level.
<b>Plan Level Assets by Fund</b>	A daily breakdown of assets by fund at the plan-level.
<b>Terminated Participants with a Balance</b>	Shows participants with a balance that also has a termination date.
<b>Vested Account Balance Report</b>	Participant vested account balances by source
<b>Beneficiary Tracking</b>	Provides details on beneficiary changes made to participant accounts within specified time period.
<b>Participant Address</b>	Shows addresses for all participants with a balance.
<b>Balance Greater than or Equal to X</b>	List of participants with balances (excluding loan amount) greater than or equal to an amount.
<b>Balance Between X and Y</b>	List of participants with balances (excluding loan amount) between a minimum and maximum amount.
<b>Balance Less than or Equal to X</b>	List of participants and balances (excluding loan amount).
<b>Participants with a Zero Balance</b>	List of participants that have a zero account balance.
<b>Account Balance greater than 0</b>	Lists the total number of participants with an account balance greater than 0 along with an aggregate total.
<b>Participant Balance Count Between X and Y</b>	Report participant balance count between X and Y. Prompt X and Y accounts.
<b>Participant Count by fund if Balance is &gt; 0</b>	Report participant count by fund if balance is > 0.

Report Name	Description
<b>Loan Balances by Location</b>	Report participants that have loan balance > 0. Report includes participant location. The report is also sorted by location.
<b>Missing Addresses</b>	Report anyone that is missing address or city or zip code.
<b>Missing Date of Birth</b>	Report anyone missing a birth date.
<b>Missing Location</b>	Report includes any participants that do not have a value in div sub field.
<b>Missing Plan Entry Date</b>	Report anyone missing a plan entry date.
<b>Missing Term Status</b>	Report includes participants with an active participation status and a termination date.
<b>Account Balance Report</b>	Report of participants with a balance.

The following online demonstration allows you to access a sample plan. Sample content has been prefilled for demonstration purposes. No user ID or password is required.

<https://demos.voyacdn.com/sponsorwebdemoease>.

Access to this demo is available 24-hours-a-day, seven-days-a-week.

**17. Describe any reporting that participants may access via the participant website.**

Participants can view and download their quarterly statement via the Participant Website. They may also view detailed transaction history across multiple transaction types and fund names based on a custom date range.

Additionally, electronic copies of all transaction confirmations (including a distribution that generates a 1099R) are available on the Participant Website.

**18. Describe your organization's records retention policy and process, including with regard to beneficiary data. Can beneficiary data changes be made on-line?**

Voya utilizes specialized disk sub-systems for our long term data retention. This allows us to accomplish all data archival onsite thus avoiding the potential loss of data that could occur from shipping to an offsite location. The data is immediately retrievable, but if the data is older, there is the possibility that some manual intervention may be required to handle revised record layouts, etc.

Incremental backups are done daily, and are kept for a period of seven days. Weekly backups are kept for a period of four weeks rolling, where week five would replace the oldest set. Monthly backups are kept for a period of twenty-five months rolling. Financial period close data is kept for seven years.

Furthermore, our redundant back-up facilities for the datacenter and systems are located in Minneapolis, Minnesota and Jacksonville, Florida. Paper files are warehoused with Iron Mountain and IT files are stored off-site with Recall, a certified vaulting service. Voya's online data retention period is seven years.

Voya will continue to maintain participant beneficiary information by way of Voya's Participant Website. Additionally, participants can designate a beneficiary, or edit a beneficiary designation, online through Voya's Participant Website.

**19. Does your organization provide IRS filings and tax reporting (e.g., 1099, W-2P)? If not, describe the services you do provide with respect to tax withholding calculations and tax reporting.**

Yes.

**20. How do you monitor participant contribution limits? Describe what steps you take if limits are exceeded and include a description of the refund process.**

On an ongoing basis, our recordkeeping system automatically monitors all applicable IRS limitations. As part of Voya's remittance processing service, Voya monitors each payroll remittance received for participants who reach their annual contribution limit including catch-up (commonly referred to as the 402(g) limit). Should a participant contribution be flagged by Voya's recordkeeping system as exceeding the annual contribution limit, Voya will ask the County to provide written direction as to how to handle the contribution. This process minimizes the need to refund contributions. In the rare event that a refund is necessary, Voya will refund either the County or the participant, as directed in writing.

**21. List any additional administrative services that have not been covered in this section but that you currently have or are developing for implementation within the next 12 months. Confirm these services would be available to the County without increasing the revenue required to administer the County's Plans.**

In addition to the services previously described, we will provide the County with the following administrative services:

- Ongoing maintenance and updating of participant information to ensure addresses and other personal information is up-to-date.
- Reallocation of forfeitures (if applicable).
- Notification to the County and participants about the calculation of minimum distribution amounts for individuals subject to minimum distribution requirements.

Voya confirms that these services would be available to the County without increasing the revenue required to administer the County's Plans.

## V. COMMUNICATION AND CUSTOMER SERVICE

- 1. The County employs individuals who speak English as their second language; therefore, the County may require that vendors provide communication and education materials in foreign languages. Do you provide communication and education materials in a foreign language? If so, what language(s) and what materials?**

We have developed a variety of core communication and education materials that are available in both English and Spanish. These include:

- Educational brochures
- Payroll stuffers and posters
- CSRs and a Spanish IVR

### *Language-line Service*

Additionally, our CSRs are connected to a language-line service operated by Provident (formerly AT&T) which offers translation for 170 languages. Within one minute, our associates will have a professional interpreter on the line to translate for your non-English speaking employees, to keep them up-to-date with the status of their accounts.

For hearing or visually impaired participants, we use AT&T's Relay Service. By calling TTY or Telebraille, participants can be connected to our direct service line and receive full relay services. This relay service is available Monday through Friday from 8:00 a.m. to 9:00 p.m. ET.

- 2. List your initial enrollment and on-going communication materials. Indicate which pieces can be customized and if there is an additional expense for customization of any of the materials.**

We are able to utilize targeted communications and various media to focus on specific segments of your population including plan participants and those eligible but not participating. Below is a sample list of the various enrollment and ongoing materials available to employees. We can work with Arlington County to customize all or some of these materials at no additional cost.

### ***Enrollment (Newly Eligible)***

- Enrollment guides that including features of the plan, answers to frequently asked questions (about taxes, resources and tools), and information on the plan's investment options.
- We can provide announcement posters, payroll stuffers, flyers and emails to help build awareness and excitement about enrollment meetings.
- Licensed and trained representatives will distribute additional education materials onsite as they direct enrollment meetings.

### ***Enrollment (Eligible, but not Participating)***

- Direct mail campaigns to highlighting the advantages of plan participation, including easy-to-understand illustrations.
- More frequent meetings (group and individual) by establishing an ongoing schedule at various departments with scheduled hours to meet all shifts and schedules and by employing targeted seminars for specific groups based on findings of demographic assessment, e.g., women and Investing.
- Expanded promotion of the plan including greater use of posters, flyers, stuffers, postcards.



### ***Ongoing (In Person)***

Our local representatives are responsible for the ongoing education and servicing of employees and plan participants. On an ongoing basis, they provide comprehensive service and support to include:

- Providing ongoing enrollment meetings for all locations and shifts.
- Meeting one-on-one with employees and participants to provide guidance and information on very specific topics including plan participation, eligibility for catch-up, hardship withdrawal provisions, and the impact of divorce, etc.
- Conducting annual reviews with plan participants to ensure they are taking full advantage of all plan features.
- Providing retiree counseling to educate retirees about the available options under the plan, the tax implications of the different options and preparing illustrations of the impact of the options.
- Conducting group meetings, education presentations and financial, investment and retirement planning seminars targeting different levels of employee sophistication.

### ***Ongoing (Technology Tools)***

- myOrangeMoney - A simple way to ensure that employees are focusing on what matters most – generating enough income for a comfortable retirement. Plan participants can model various scenarios and see the immediate impact on future income. Plan participants are able to take immediate action to increase their savings or change their investments. The myOrangeMoney site is the Home Page for every plan participant, and the command center from which all plan activity is done, highlighting the impact of each financial action on their ability to retire in the future.
- My Retirement Outlook - This calculator assists employees in deciding if they are on track pursuing their retirement financial objectives. My Retirement Outlook compares how much is needed during retirement with the amount that may be available. In doing so, it integrates three common retirement income streams—pension, Social Security, and personal savings—into a holistic analysis.

To assist participants in creating meaningful results, the calculator is pre-loaded with pension information for hundreds of retirement systems used by educators and governmental employees. My Retirement Outlook can also provide an estimate of Social Security retirement benefits or participants can manually enter a benefit estimate. Current retirement savings, as well as ongoing contributions, are also part of the analysis.

My Retirement Outlook uses these income sources to create an integrated retirement. In the retirement portion, participants can estimate how much they need to save per paycheck in order to reach tomorrow's retirement financial objectives. My Retirement Outlook was designed to make finding the balance between planning for tomorrow—and living today—easier.

- Custom website - tailored to the client and for the participants' experience.

### ***Ongoing (Print and Electronic)***

- Educational brochures, special reports, electronic communications and website content, all designed to complement the support and service provided by our local representatives and our technology tools. Materials are written in easy to understand language, and include relevant illustrations to enhance the information provided.

### **3. *What types of communications do you maintain with retirees and those employees who have left but maintain their assets with the plans?***

At Voya, providing education and guidance to participants at the time of separation or while still active is at the center of all we do. To support this effort during times of transition for your participants, Voya delivers rollover education and guidance through a highly trained and qualified team of retirement consultants available with our Retirement Consulting services.



Through this program, we support participants who are:

- Terminating their employment with the company (either individual decision or corporate action)
- Planning to retire or already in retirement
- Interested in receiving guidance and advice on consolidating retirement accounts

We believe participants who are retiring or changing jobs need specialized, personalized and objective guidance on options available to them. A retirement consultant with Voya will clearly explain the pros and cons of all options available to a participant based on the individual's unique needs.

**Distribution Options**

Distribution options include:

- Leaving the money in the County's 401(a) and/or 457(b) plans up to age 70.5 (when Required Minimum Distributions begin);
- Rolling the money over to a new employer's qualified plan;
- Rolling the money to an Individual Retirement Account ("IRA");
- Taking a lump sum or a series of partial distributions (if allowed by the plan); or
- A combination of the above options designed to meet the individual's needs

All of our retirement consultants are FINRA-licensed registered representatives (Series 7, 63 and 65) and have extensive experience in the retirement industry. All retirement consultants are required to complete an extensive on-boarding training prior to speaking with participants, as well as adhere to a consultative-based process called "Retirement Consulting the Voya Way" that is predicated on understanding a client's unique, individual issues and offering solutions and unbiased product recommendations.

**4. What are your Participant Service Center hours (EST)? Describe the minimum education and licensing credentials of the personnel who answer participant calls. What additional training is provided to service center staff?**

Our participant service center hours are as follows for each location:

Location	Days of Operation	Hours of Operation
Windsor, Connecticut	Monday-Friday	8:00 a.m. to 9:00 p.m. ET
Des Moines, Iowa	Monday-Friday	9:00 a.m. to 7:30 p.m. ET
Jacksonville, Florida	Monday-Friday	8:00 a.m. to 9:00 p.m. ET

As Voya's front-line contact with participants, our CSRs complete an extensive training program before they go "live" on the telephones with your participants. In addition, CSRs continuously enhance their skills and keep their knowledge up-to-date with industry regulations, ensuring that the CSR team remains a valuable retirement planning resource for your employees.

CSRs generally have a college education, one to three years of customer service or financial services experience and strong communications skills. Voya provides six weeks of intensive training to newly-hired CSRs. The comprehensive training program is delivered through a combination of classroom, self-study and on the job training, and is designed to ensure our CSRs are prepared to deliver superior service to participants and sponsors. The curriculum includes the following:

- FINRA Series 6 training and exam – CSRs are required to be Series 6 registered with FINRA prior to servicing our clients.
- Education on IRS rules and regulations for 401(a), 401(k), 403(b) and 457 retirement plans.
- Training specific to the products offered at Voya.

- Customer service systems training for the RRSC and self-service applications.
- Training and development in bilingual business skills is provided to CSRs who work on our dedicated Spanish line.
- Testing and assessment to ensure our CSRs are knowledgeable and confident, so participants will receive outstanding service.

Trainers use creative teaching methods such as role-plays, simulations and games to complement classroom training. Additionally, new CSRs partner with CSR mentors who guide them throughout the training process.

To ensure ongoing service excellence, each CSR has five calls per month reviewed by our quality assurance coordinators for courteousness and accuracy resulting in one-on-one feedback.

**5. Describe your "TTY" customer service for participant inquiries. Do these systems allow for processing transactions such as exchanges or allocation requests? Are there any charges for these services?**

For hearing or visually impaired participants, Voya uses AT&T's Relay Service. By calling TTY or Telebraille, participants can be connected to our direct service line and receive full relay services. This relay service is also available Monday through Friday from 8:00 a.m. to 9:00 p.m. ET. Participants will have the same processing capabilities including exchanges and/or allocation requests. There are no charges for these services.

**6. Describe your Integrated Voice Response (IVR) capabilities and how data is secured within the IVR and on-line systems (i.e., PIN, audit trail, confirmations). What transactions are available on the IVR?**

Voya is fully committed to continuing to provide your employees with multiple points of access to their account information in the most expeditious manner. Our IVR system is a premium telephone service which provides full transactional capabilities with standard and customized modules to fit your plan's guidelines. The system is refreshed daily with appropriate transactional deadlines.

Available 24-hours-a-day, seven-days-a-week, employees can select the automated system or speak with a CSR who is available between the hours of 8:00 a.m. and 9:00 p.m. ET, except on NYSE holidays. Voya's trained CSRs will offer your employees a full range of inquiries and account transactions. Employees choose the method most convenient for them and receive the same high quality service. Inquiries and transactions available include:

Inquiries	Transactions
• Detailed, full account information	• Fund history information
• Current fund allocations	• Investment share prices
• Contribution rates	• Fund exchanges & transfers
• Outstanding loan balances	• Contribution rate changes
• All transaction history	• Future investment election changes
• Loan & withdrawal amounts available	• PIN changes
• Comprehensive plan information	

**Multi-lingual Services**

Voya offers a variety of multi-lingual capabilities including:

- Spanish language IVR
- Multi-lingual translation services through our call center
- Provident (formerly AT&T) Language Line Services offers interpretation services in 170 languages — including some the most commonly spoken languages around the world
- Call center is able to provide TDD/TTY (telecommunication device for the deaf)

Voya requires a user ID and PIN to access account information via the IVR. PINs are assigned by the new business area upon enrollment using a predetermined format. Participants can change their PIN by speaking with a CSR or at any time through the IVR; however, the original PIN must first be entered correctly to gain access to this function. The PIN is held in encrypted format in a centralized IBM DB2 authentication database, which is real-time replicated across two different physical sites.

**Audit Trail & Confirmations**

All transactions initiated through the IVR receive written confirmation. An audit trail is created by issuance of a transaction confirmation number provided for all changes completed. Using the confirmation number, Voya can retrieve the actual transaction completed by the participant. The confirmation number is maintained as a permanent record in the participant history and activity file. Secondly, a confirmation statement is mailed within two business days for any approved transaction performed through the IVR.

**How Voya is keeping your participants safe online:**

- **Implementing username and password requirements** – When participants access their accounts online, they create their own unique username and secret password, allowing safe and secure access to their information. We have security monitoring and other protective procedures in place, such as limits on password entry attempts and multifactor authentication.
- **Customer verification** – No matter how participants contact Voya—online or by phone—we verify their identity before allowing access.
- **Security questions – Multi-factor authentication:** If the participant or someone else tries to log in from a computer we don't recognize, we may challenge them with one of the enhanced security questions they previously answered when they registered. This helps us ensure that it is really the participant accessing their account.
- **Strong encryption** – We employ some of the strongest methods of encryption commercially available today to protect personal information, such as username and password, or the contents of their portfolio, as it travels from their computer to our systems.
- **Firewalls** – All of our computer systems are protected by firewalls or electronic barriers designed to prevent unauthorized access to our networks.
- **Timed logoff** – Our websites automatically log the participant off after an extended period of inactivity. This reduces the risk that others could access their information from an unattended computer or mobile device.
- **Constant systems surveillance** – Our security teams monitor our systems around the clock in an effort to secure their information and ensure that only authorized access to their account is permitted.

- 7. Provide your Participant Service Center service standards and actual performance for each of the last four quarters for the following measures:**
- a. Average response time**
  - b. Average length of calls**
  - c. Percentage of calls handled without subsequent follow-up**
  - d. Average time to make follow up calls**
  - e. Call drop rate**
  - f. Percentage of calls handled by IVR versus the Participant Service Center**
  - g. Percentage of service requests handled via website versus the Participant Service Center and IVR**

Service	Standard	Measurement
<b>CSR Hours of Availability</b>	8:00 a.m. to 9:00 p.m. ET, Monday through Friday with the exception of NYSE holidays	Service review
<b>CSR Average Speed of Answer</b>	30 seconds	Service review/call management reports
<b>Call Abandon Rate</b>	3% or less	Service review/call management reports

Statistics*	4Q 2014	1Q 2015	2Q 2015	3Q 2015
<b>Average Response Time (minutes)</b>	4:58	2:33	0:47	0:51
<b>Average Length of Call (minutes)</b>	6:50	6:30	6:31	6:31
<b>Percentage of call handled without subsequent follow-up</b>	98%	98%	98%	98%
<b>Average time to make follow up calls</b>	Within 48 hours	Within 48 hours	Within 48 hours	Within 48 hours
<b>Average Abort Rate</b>	16.71%	9.17%	3.16%	3.7%
<b>Percentage of incoming calls totally handled via IVR versus toll-free live service center representative assistance</b>	CSR: 71.5% IVR: 28.5%	CSR: 76.5% IVR: 23.5%	CSR: 75.4% IVR: 24.6%	CSR: 81.44% IVR: 18.56%
<b>Percentage of service requests handled via website versus call center and IVR</b>	Website: 85.9% CSR: 10.0% IVR: 4.1%	Website: 85.7% CSR: 10.9% IVR: 3.4%	Website: 86.8% CSR: 10.0% IVR: 3.2%	Website: 90.21% CSA: 7.97% IVR: 1.82%

\*Call Center statistics represent a combination of our large institutional and full service retirement business.

Voya believes customer satisfaction to be our most critical service metric. We measure customer satisfaction through our e-talk phone survey, which is offered to callers at the completion of each call with one of our CSRs. The survey allows callers to rate the overall quality of service they received. We are proud to report that over the last three quarters, an average of 80% of respondents have indicated that the level of service we have provided has been excellent or very good.

9. **The County requires that all Participant Service Center incoming and outgoing calls/e-mails to County employees be monitored, recorded, and maintained. Do you monitor and/or record calls/e-mails? How long are recorded calls/emails retained? If a call/email-related issue arises, how do you handle the issue with the participant and with the County?**

Yes. For quality assurance and training purposes, we record 100% of the telephone conversations between CSRs and participants. These calls are randomly audited for quality assurance. The calls are retained for the appropriate legal requirement.

At Voya, we take our commitment to customer service seriously. When a participant has an issue or inquiry, it is Voya's standard operating procedure that their needs be immediately addressed and resolved accurately and in a timely manner.

If a concern cannot be resolved at point of call, it is the CSR's (or customer manager's) responsibility to contact the appropriate subject matter expert to resolve the outstanding situation as quickly as possible. Voya's CSRs are monitored for their follow-through on commitments made to our customers.

10. **Are you able to record, monitor and maintain calls from the onsite team?**

No.

**11. Describe your Internet-based participant services, including the address and instructions for accessing your participant demo website. What transactions are available on the Internet?**

Voya's Participant Website provides easy to use technology and financial tools to help participants monitor and manage their retirement plan account when it is most convenient for them. When appropriate, these tools provide employees an opportunity to take action within their account.

Voya's Participant Website will provide the following account information:

Personal rate of return
Total balance by plan as well as balance by individual fund and source
Balance history comparison: <ul style="list-style-type: none"> <li>• Allows participant to select two unique points in time and compare retirement balances and asset allocation</li> <li>• Allows participants to see the growth of their account between two dates</li> <li>• Scroll over display of fund information and balance</li> </ul>
Existing investment fund allocations
Contribution rates
Future contribution investment elections
Personal Financial Dashboard: <ul style="list-style-type: none"> <li>• Provides an actionable plan for retirement, budgeting, and college savings or another major savings goal</li> <li>• Allows participants to manage their total financial picture as well as receive guidance on how to improve it</li> </ul>
myOrangeMoney™: <ul style="list-style-type: none"> <li>• Allows the participant to model various scenarios and see the immediate impact on future income</li> <li>• Participants will be able to take immediate action – either increasing their savings or changing their investments</li> </ul>
Withdrawal amounts available broken down by type (after-tax, hardship)
Outstanding loan balance information (if permitted under the plan's provisions)
Account transaction history
View and download transaction history directly to a personal management software program (Quicken)
Important plan updates and reminders in the customized Voya Message Center
Quarterly statements

We also provide detailed information on the plan's investment options, such as:

Objective and strategy detail for each individual fund
Investment performance
Fund performance comparison: <ul style="list-style-type: none"> <li>• Compare historical performance at the fund level</li> <li>• Adjustable timetable</li> <li>• Leverages best in class fund performance mapping technology (same as Yahoo! Finance)</li> </ul>
Asset class allocation: <ul style="list-style-type: none"> <li>• Asset pie chart illustrates allocation of balance</li> <li>• Scroll over displays asset class and percentage of overall account</li> </ul>
Top holdings, sector weightings, and industry segmentation
An extensive investment glossary



Voya's Websites offer **transaction capabilities** where participants can:

Enroll in the plan
Transfer and re-allocate existing balances between funds
Change future investment election percentages
Change contribution deferral percentages, if contribution rate change services are elected by the County
Elect automated contribution rate increases on a specified frequency, if contribution rate change services are elected by the County
Change beneficiary elections or other beneficiary maintenance
Modelling and issue loans (if permitted under the County's plan provisions)
Payoff loans
Change PIN
Request withdrawal

Voya offers both tutorial (automated) and navigational (click-through) Participant Website demos. We encourage you to visit the tutorial demo for an overview of our internet capabilities prior to visiting the navigational demonstration site.

**Tutorial:**

<https://demos.voyacdn.com/pwebdemo>

**Navigational:**

<https://demos.voyacdn.com/tem>

No username or password is required. Access to the demos is available 24-hours-a-day, seven-days-a-week.

**12. The County requires that all participant transactions be documented by your organization and confirmed to the participants. How are participant transactions processed and documented? Do you send confirmations?**

All transactions initiated through the Participant Website, receive written confirmation within two business days for any approved transaction. An audit trail is created by issuance of a transaction confirmation number provided for all changes completed through the website.

Website transactions are processed using market values which are calculated based on a 4:00 p.m. ET market close. Transactions which are received after 3:59:59 p.m. are processed based upon the market values established at the end of the next business day.

Participant initiated transactions processed through the IVR prior to the close of the New York Stock Exchange (NYSE), are processed based on that day's closing prices. Transactions are updated and reflected in the participant's account the following business day. The transaction must pass all system requirements (i.e. fund allocations totaling 100%).

Voya generates written confirmations for all transactions within 48 hours of receipt of the approved request (or the business day following the posting of the transaction for requests received on weekends/holidays). Confirmation statements are mailed to the participant's address on file or sent via email delivery if selected by participant.



**13. Describe how you promote your website and internet information services to participants.**

Voya takes great pride in our recently updated website and internet capabilities that are available to participants via Voya.com. The Voya website information is made available on all marketing materials, quarterly statements and displayed prominently within our media advertising campaigns.

## VI. INVESTMENT SERVICES

**1. Describe your process for performing a semi-annual investment review with the County and what criteria you would use to for monitoring and replacing investment options.**

Voya has developed a comprehensive plan review reporting document that provides in-depth reporting on a variety of topics including:

- *Participant data:* number of accounts, new enrollments, demographic data, contributions, distributions, average balances, diversification, and utilization of services.
- *Plan data:* historical assets, reporting on assets/deferrals in each fund, number of participants per fund, style grid, investment returns, and investment ratings.
- *Voya Benchmark Wizard:* a comparison of your plan to plans of similar size, plan type, industry type, and/or participant size
- *Voya Fund Evaluation Scorecard:* produced by Voya's Investment Due Diligence team. The scorecard is a purely objective, quantitative tool measuring multiple factors of a fund's performance including risk, risk-adjusted performance, consistency of style, and expenses. We encourage our plan sponsors to use the Scorecard, in conjunction with their consultant, as an oversight and fund monitoring tool.

Voya has developed a comprehensive plan review reporting document that provides in-depth reporting on a variety of topics including Voya Benchmark Wizard.

We are particularly proud of the benchmarking data we provide within our plan review reports. The "Voya Benchmark Wizard" is an industry first that provides our sponsors with a comparison of their plan(s) to plans of similar size, plan type, industry type, and/or participant size. We can zero in on topics such as matching contributions, diversification, number of investment options, types of investments, etc. so that a plan sponsor can compare and examine how they match up against their peers. This allows Voya and the sponsor to customize education efforts when a weak area might be identified. A particular feature may be noted as currently absent from a plan that has widespread use by peer organizations. For example, a plan may wish to discuss the features/benefits of Lifecycle funds vs. Lifestyle funds after noting their relative popularity with plans of similar size or type in the sector.

**Monitoring and replacing investment options**

Another important feature of our plan review report is the Voya Fund Evaluation Scorecard ("Scorecard"). Produced by Voya's Investment Due Diligence team, the Scorecard report is provided on a quarterly basis. The Scorecard is a purely objective, quantitative tool measuring multiple factors of a fund's historical performance including risk, risk-adjusted performance, consistency of style, and expenses. We encourage our plan sponsors to use the Scorecard, in conjunction with their consultant, as an oversight and fund monitoring tool.

**2. Confirm that you can provide an open-architecture platform. List and describe any limitations regarding the use of third-party investment options.**

Confirmed. While many of our competitors say they offer open architecture, we believe Voya's offering is one of the most truly robust offerings throughout the industry with access to over 15,000 funds and more than 175 partners from which the County can choose. Voya will add an investment option as long as the fund meets Voya's fund evaluation and due diligence process and Voya is able to enter into an agreement with the sponsor of the investment option. In addition, fund families must be able to meet our trading requirements, which conform to industry standard timing, data and fund requirements for trading through NSCC.

Our proposal includes an open-architecture mutual fund platform with and without a Voya proprietary capital preservation option. Alternative stable value options, including the Voya Fixed Plus Account III, are available upon request.

3. Considering the current investment options available to participants detailed in this RFP (Attachment B5), describe any specific recommendations (including share class and ticker symbol, etc.) that you would make regarding changes to the structure of the investment option menu, the replacement of investment options, or the addition or deletion of investment options.

Investment Option	Ticker Symbol	Net Expense	12b-1	Sub-TA	Mortality & Expense	Asset-Based	Other Fees	Action
<b>Equity Funds</b>								
AllianzGI NFJ Dividend Value A	PNEAX	1.05%	0.25%	0.35%	0	0	0	Replace
AllianzGI NFJ Small-Cap Value	PCVAX	1.18%	0.25%	0.35%	0	0	0	Replace
American Funds Capital World	RWIEX	0.79%	0.25%	0.10%	0	0	0	Replace
American Funds Europacific	REREX	0.84%	0.25%	0.10%	0	0	0	Retain
American Funds Growth Fund of	RGAEX	0.68%	0.25%	0.10%	0	0	0	Retain
Dodge & Cox International Stock	DODFX	0.64%	0	0.10%	0	0	0	Retain
Fidelity VIP Contrafund Init	N/A	0.63%	0	0.21%	0	0	0	Replace
Janus Twenty T	JAVLX	0.81%	0	0.25%	0	0	0	Replace
RidgeWorth Mid-Cap Value	SMVTX	1.10%	0	0.50%	0	0	0	Replace
T. Rowe Price Value Adv	PAVLX	1.04%	0.25%	0.15%	0	0	0	Move to lower net expense
TIAA-CREF Social Choice Eq	TICRX	0.46%	0.25%	0	0	0	0	Retain
Vanguard Mid Cap Index Inst	VMCIX	0.08%	0	0	0	0	0	Retain
Vanguard Small Cap Index I	VSCIX	0.08%	0	0	0	0	0	Retain
Victory Munder Mid-Cap Core	MGOYX	1.13%	0	0.25%	0	0	0	Replace
Voya Solution 2025 Port I	ISZIX	0.80%	0	0.32%	0	0	0	Move to CIT
Voya Solution 2035 Port I	ISQIX	0.87%	0	0.32%	0	0	0	Move to CIT
Voya Solution 2045 Port I	ISRIX	0.89%	0	0.32%	0	0	0	Move to CIT
Voya Solution 2055 Port I	IISPX	0.89%	0	0.32%	0	0	0	Move to CIT
Voya Solution Income Port I	ISWIX	0.68%	0	0.32%	0	0	0	Move to CIT
Voya US Stock Index Port I	INGIX	0.27%	0	0.30%	0	0	0	Replace
VY Baron Growth I	IBGIX	0.98%	0	0.36%	0	0	0	Replace
VY Oppenheimer Global I	IGMIX	0.75%	0	0.36%	0	0	0	Retain
VY T. Rowe Price Capital	ITRIX	0.64%	0	0.28%	0	0	0	Retain
VY T. Rowe Price Growth Equity	ITGIX	0.73%	0	0.36%	0	0	0	Retain
<b>Fixed Income Funds</b>								
American Funds American Hi-Inc	RITEX	0.69%	0.25%	0.10%	0	0	0	Replace
Metropolitan West Total Return Bond M	MWTRX	0.69%	0.21%	0.14%	0	0	0	Move to lower net expense
Voya Money Market Port I	IVMXX	0.34%		0.17%	0	0	0	Retain
<b>Fixed/Stable Value</b>								
Stabilizer		0.95%	0	0.00%	0	0	0	Move to lower net expense

**4. Provide the names and number of fund families with which you have trading relationships. Are you willing to add funds not currently on your network? If so, detail the process. What restrictions, if any, do you impose on adding new funds?**

Voya is constantly updating and adding selling agreements with the most prominent assets managers available. Currently we have a list of 180 firms we have executed selling agreements with. When considering the additional firms we are currently working with this brings the total of fund families to over 200 different asset managers. Listed below is a representative list of the asset managers we currently have executed agreements with. If the County is interested in an asset manager that is not listed below, we will work with them to execute a mutual agreeable selling agreement.

Firm Name	Firm Name	Firm Name	Firm Name
1492 Capital Management, LLC	Diamond Hill Funds	Lazard	Ranger Funds
1919 Funds	Dimensional Fund Advisors	Legg Mason	RBC Global Asset Management.
Aberdeen	Dodge & Cox	Liberty Street	RidgeWorth
Advance Capital I	Domini	LKCM	Royce
Akre	DoubleLine	Loomis Sayles Funds	RS Funds
Alger	Dreyfus	Lord Abbett	Russell
AllianceBernstein	E.i.l.	LSV Fund	Schroder
Allianz Funds	Eagle Funds	M Funds	Schwab Funds
Alpine	Eaton Vance	Madison Funds	Scout
Amana	Edgar Lomax	MainStay	SEI
American Beacon	Fairholme	Mairs & Power	Selected Funds
American Century Investments	Federated	Manning & Napier	Sentinel
American Funds	Fidelity Investments	Marsico Investment Fund	Sit
AMG Funds	First Eagle	MassMutual	State Street Global Advisors
AQR Funds	FMI Funds	Matthews Asia Funds	Sterling Capital Funds
Ariel Investments, LLC	Forester	Metropolitan West Funds	T. Rowe Price
Artisan	Forward Funds	MFS	TCW
Aston	FPA	Midas	TFS Capital Funds
Ave Maria Mutual Funds	Franklin Templeton Investments	Morgan Stanley	Third Avenue
Azzad Fund	Gabelli	Nationwide	Thornburg
Baird	GE Asset Management	Natixis Funds	TIAA-CREF Mutual Funds
Baron Capital Group	GMO	Neuberger Berman	Tocqueville
Becker	Goldman Sachs	New Alternatives	Touchstone
BlackRock	Good Harbor	Northern Funds	Transamerica
BMO Funds	Guggenheim Investments	Nuveen	Transparent Value Trust
Boston Trust & Walden Funds	Harbor	Oak Associates	Turner Funds
Brandes	Harding Loevner	Oak Ridge Funds	U.S. Global Investors
Bridgeway	Hartford Mutual Funds	Oakmark	UBS
Brown Advisory Funds	Heartland	OppenheimerFunds	USAA
Brown Capital Management	Henderson Global	Osterweis	Van Eck
Buffalo	Henssler Funds	Pamassus	Vanguard
Calamos	Highland Funds	Pax World	Victory
Calvert Investments	Hotchkis and Wiley	Paydenfunds	Virtus
			Voya Investment Management Co.
Cambiar Funds	ICON Funds	Permanent Portfolio	Waddell & Reed
Capstone	Innealta Capital	PIMCO	Wanger
Causeway	Invesco	Pioneer Investments	Wasatch
Century Funds	Ivy Funds	Portfolio 21	WBI FUNDS
Chartwell Investment Partners	James Advantage	PRIMECAP Odyssey Funds	Weitz
Cohen & Steers	Janus	Principal Funds	Wells Fargo Advantage
Columbia	Jensen	Private Capital Management	Wentworth, Hauser and Violich
CRM	John Hancock	Profit Funds Investment	Westcore
Davis Funds	JPMorgan	ProFunds	Westport Funds
Delaware Investments	Kalmar Investments	Prudential Investments	William Blair
Destra	Keeley	Putnam	
Deutsche Asset & Wealth Mngt	Laudus Funds	Rainier	

The County may change investment options as often as desired; however, to avoid confusion to plan participants we recommend changing fund offerings as little as possible.

If the County is not satisfied with the performance of a particular fund, Voya would replace the fund in question with another fund. As a result of our ongoing monitoring of the funds within the County's plan, we can also proactively notify the Committee of any performance related concerns. The process for fund replacement would be as follows:

Step 1: The County notifies Voya of their desire to replace a fund

Step 2: A search would be conducted by the County in consultation with Voya to determine an appropriate replacement fund

Step 3: The County formally notifies Voya of their selection

Step 4: Voya would determine if the fund is immediately available on the platform or if it needs to be added

Step 5: Voya and the County agree on timeframe for the change

Step 6: Voya provides the County with sample participant communications for its review and approval

Step 7: The County approves materials

Step 8: Participant mailing is conducted by Voya

Step 9: Fund is replaced

Your plan manager will work closely with you to coordinate the addition and/or deletion of funds. The process may take 30 to 90 days to allow sufficient time for communications with your plan participants. Voya provides:

- Communications for the participant
- Fund information/disclosure

Fund families must be able to meet our trading requirements which conform to industry standard timing, data and fund requirements for trading through NSCC.

- 5. *How are investment options categorized on website and print material (i.e., Morningstar categories, etc.)? Is there flexibility to change the category for an investment option? For example, if an investment option's style drifts to another category, are you able to re-categorize the investment option on your communication materials? If so, what is required to make the change?***

Investment options are categorized according to Morningstar categories and they can only be changed by Morningstar.

- 6. *Does your organization offer a self-directed brokerage window as a potential investment option? If so, who is the broker-dealer? Describe the service and fees associated with the administration of the brokerage accounts.***

Yes. Voya utilizes the TD Ameritrade SDBA offered through TD Ameritrade, Inc.

Through the TD Ameritrade brokerage window, participants have the opportunity to select a variety of investment options including publicly traded stocks, fixed income securities, over 100 commission-free exchange traded funds and more than 13,000 open-end mutual funds. Additionally, there are more than 2,500 no-transaction fee mutual funds.

TD Ameritrade allows plan sponsors to easily design a brokerage option just right for their defined contribution plan needs. TD Ameritrade allows the limitation of investment options under the TD Ameritrade SDBA to only mutual funds through the Mutual Fund Option; or you may allow participants to access stocks, mutual funds and fixed income securities through the Brokerage Option. Additionally, trading of certain securities can be prohibited by providing TD Ameritrade with the cusip(s). Furthermore, TD Ameritrade will automatically prohibit trading of the following securities to all self-directed brokerage accounts: short selling, margin, options, currencies, private limited partnerships, bulletin board stocks, pink sheets (those over the counter stocks that are not carried in daily over-the-counter newspaper listings for the NASDAQ and that are generally quoted via the National Quotation Bureau), future/commodities, promissory notes, real estate/property outside of a public Real Estate Investment Trust, collectibles, municipal bonds and alternative investments.

Participants must have a total account balance of \$5,000. Generally, 50% of the participant's core account balance may be transferred to the TD Ameritrade brokerage account. A minimum transfer amount of \$2,500 is required for all transfers. Participants can place transfer assets to and from the SDBA by logging onto their core account at [www.voyaretirementplans.com](http://www.voyaretirementplans.com).

TD Ameritrade provides your plan participants with a comprehensive and powerful trading platform. They can access their account and place trade orders 24-hours-a-day, seven-days-a-week through a registered representative, the IVR or the Internet. The plan will be required to enter into an agreement with TD Ameritrade that is separate and apart of any agreements with Voya.

#### **Fees**

Participants who elect a TD Ameritrade brokerage account will pay a \$50 annual fee, charged to the core account investment options annually on November 1, or the next available business day the New York Stock Exchange is open. Additionally, participants will be responsible for all applicable brokerage account transaction fees.

Please refer to Appendix F for the charges applicable to the TD Ameritrade Account.

- 7. Name and describe your proposed capital preservation product. What is the current crediting rate (both gross and net of fees, if applicable)? Does the rate apply to "new" and "old" deposits and how often is it declared (monthly, quarterly, semi-annually, or annually)? Do you offer any guaranteed rate minimums and, if so, have those rates changed in the last year?**

The proposed stable value product is an Individually managed separate account group annuity contract provided by VRIAC called Stabilizer. The rates under the current contract for the period January 1, 2016 to March 31, 2016 are 2.95% gross and 2.00% net. Upon award of the contract, the rates for the period of January 1, 2016 to March 31, 2016 would be 2.93% gross and 2.60% net. The rate applies to both new and old deposits. The crediting rate is declared on a quarterly basis. The contract minimum guarantee is 0% for the life of the contract and this guarantee has not changed.

- 8. Describe any capital preservation option requirements. Specifically, do you allow other vendor funds for this category?**

Our proposal includes an open-architecture mutual fund platform with and without a Voya proprietary capital preservation option. Voya does allow other vendor funds for this category, however, fund families must be able to meet our trading requirements which conform to industry standard timing, data and fund requirements for trading through NSCC.

- 9. Is your capital preservation a "spread product", or is there a fixed expense ratio? If it is a spread product, how is the spread determined and what is the targeted spread? Describe how you will guarantee transparency of fees in this option.**

The Stabilizer product has a fixed expense ratio. The fee is disclosed to the plan sponsor in the contract and in the quarterly rate reset renewal package.

Fees are disclosed to participants in a variety of ways:

- On the participant fund fact sheet
- On a quarterly basis with participant statements
- On a periodic basis with statement stuffers



- On demand through individual meetings with local representatives
- During group education meetings held on an ongoing basis

**10. Describe any surrender charges, market value adjustments or other restrictions within your capital preservation product. Provide the overall investment expense ratio of your proposed capital preservation product and the revenue sharing that it generates. Also explain how long you will guarantee your rate of return.**

**Plan Sponsor Withdrawals (termination of the contract):**

The County termination provisions of Voya's Stabilizer product do not contain a fee, penalty or market value adjustment. The County will have the following three termination options available at the end of the contract period:

- (i) At any time, with 30 days notice to Voya, the County may elect for a transfer in kind of your separate account assets to the successor provider.
- (ii) At any time, with 30 days notice to Voya, the County may ask us to sell the separate account assets with the proceeds paid to the successor provider. The value received may be greater than or less than the book value (the value of participant accounts).
- (iii) The County may opt to terminate the contract using book value settlement. Book value settlement pays out the book value of the contract in installments over the duration of the underlying assets in the separate account. During Book Value Settlement, the contract continues to pay benefit withdrawals but cannot accept any new deposits.

In addition to the flexibility at contract termination, throughout the contract term the difference between the market value fund and book value fund is minimized through the credited rate formula applied. This formula helps to align the market and book values of the fund over the duration of the portfolio.

**Participant Withdrawals/Transfers**

There are no participant level withdrawal restrictions. Participant withdrawals for plan benefit purposes are paid at book value. Employee-directed transfers to other plan options are also made at book value. An equity wash provision may apply to transfers/exchanges if there is a "competing investment" option offered. "Competing investment option" provides a guarantee of principal and/or interest or are invested primarily in fixed income investments with a duration of three years or less. Direct transfers to a "competing investment option" are not allowed. Amounts transferred out of the Stabilizer fund must be held in a non-competing plan option for 90 days before they are subsequently transferred to a "competing fund." If the plan does not offer a competing investment option, the restriction is dormant.

The proposed Stabilizer investment expense ratio is 0.33%, excluding our record-keeping and administrative fee of 0.175%. If the County would like to incorporate the record keeping and administrative fee into the investment expense ratio, this would result in an overall expense ratio of 0.505%. Revenue sharing is not applicable to Stabilizer.

**Guarantee the rate of return** – The Stabilizer product offers a guarantee of principal and interest. The rate is fixed for a 3 month period and then a new quarterly fixed rate is calculated and sent to the plan sponsor prior to the next reset period.

**11. Describe all charges associated with plan operations and fund options, including loading costs, policy fees, surrender charges, actuarial margins, asset fees, transfer charges, distribution charges, withdrawal fees, redemption fees, commission, termination/withdrawal of contract fees, etc.**

**Fees for optional services, if selected by the participant:**

- \$50 annual fee for users of the TD Ameritrade Self-Directed Brokerage Account (SDBA) (account adjustment)
- Managed by Morningstar, if applicable, 0.50% annual fee, deducted quarterly

- \$50 stop payment or wire; EFT and ACH credit is provided at no additional cost to participants
- Redemption fees as imposed by the underlying mutual fund(s) as a result of withdrawals, transfers, or other fund transactions initiated by a participant

**12. Identify any other charges or limitations not described in the previous responses.**

All charges and limitations have been described in this proposal.

**13. The County requires that at least one investment option be a target date style option. List the target date investment options available on your platform and the costs and revenue sharing associated with each option. Describe your ability to use each option as the default vehicle in an automatic enrollment environment.**

The investment platform available to the County is an open architecture platform. As such, any target date suite could be made available to plan participants as long as a selling agreement can be put in place. As indicated, we currently have 180 selling agreements currently in place and a wide range of target date suites currently on the platform. Some of the more popular suites on our platform are as follows:

Fund Name	Net Fund Expenses	Revenue Share	Fund Name	Net Fund Expenses	Revenue Share
American Century One ChoiceSM 2020 Portfolio - Inst Class	0.59%	0.15%	T. Rowe Price Retirement 2005 Fund	0.59%	0.15%
American Century One ChoiceSM 2025 Portfolio - Inst Class	0.62%	0.15%	T. Rowe Price Retirement 2010 Fund	0.59%	0.15%
American Century One ChoiceSM 2030 Portfolio - Inst Class	0.64%	0.15%	T. Rowe Price Retirement 2015 Fund	0.63%	0.15%
American Century One ChoiceSM 2035 Portfolio - Inst Class	0.67%	0.15%	T. Rowe Price Retirement 2020 Fund	0.67%	0.15%
American Century One ChoiceSM 2040 Portfolio - Inst Class	0.70%	0.15%	T. Rowe Price Retirement 2025 Fund	0.70%	0.15%
American Century One ChoiceSM 2045 Portfolio - Inst Class	0.74%	0.15%	T. Rowe Price Retirement 2030 Fund	0.73%	0.15%
American Century One ChoiceSM 2050 Portfolio - Inst Class	0.75%	0.15%	T. Rowe Price Retirement 2035 Fund	0.75%	0.15%
American Century One ChoiceSM 2055 Portfolio - Investor CI	0.96%	0.35%	T. Rowe Price Retirement 2040 Fund	0.76%	0.15%
American Century One ChoiceSM In Retirement Portfolio - Ins	0.56%	0.15%	T. Rowe Price Retirement 2045 Fund	0.76%	0.15%
			T. Rowe Price Retirement 2050 Fund	0.76%	0.15%
American Funds 2010 Target	0.41%	0.05%	T. Rowe Price Retirement 2055	0.76%	0.15%

Date Retirement Fund® - Class R-5			Fund		
American Funds 2015 Target Date Retirement Fund® - Class R-5	0.40%	0.05%	T. Rowe Price Retirement 2060 Fund	0.76%	0.15%
American Funds 2020 Target Date Retirement Fund® - Class R-5	0.42%	0.05%			
American Funds 2025 Target Date Retirement Fund® - Class R-5	0.44%	0.05%	Vanguard® Target Retirement 2010 Fund - Investor Shares	0.16%	0.00%
American Funds 2030 Target Date Retirement Fund® - Class R-5	0.46%	0.05%	Vanguard® Target Retirement 2015 Fund - Investor Shares	0.16%	0.00%
American Funds 2035 Target Date Retirement Fund® - Class R-5	0.48%	0.05%	Vanguard® Target Retirement 2020 Fund - Investor Shares	0.16%	0.00%
American Funds 2040 Target Date Retirement Fund® - Class R-5	0.48%	0.05%	Vanguard® Target Retirement 2025 Fund - Investor Shares	0.17%	0.00%
American Funds 2045 Target Date Retirement Fund® - Class R-5	0.48%	0.05%	Vanguard® Target Retirement 2030 Fund - Investor Shares	0.17%	0.00%
American Funds 2050 Target Date Retirement Fund® - Class R-5	0.49%	0.05%	Vanguard® Target Retirement 2035 Fund - Investor Shares	0.18%	0.00%
American Funds 2055 Target Date Retirement Fund® - Class R-5	0.54%	0.05%	Vanguard® Target Retirement 2040 Fund - Investor Shares	0.18%	0.00%
American Funds 2060 Target Date Retirement Fund® - Class R-5	0.52%	0.05%	Vanguard® Target Retirement 2045 Fund - Investor Shares	0.18%	0.00%
			Vanguard® Target Retirement 2050 Fund - Investor Shares	0.18%	0.00%
Fidelity Advisor Freedom® 2005 Fund - Class I	0.56%	0.25%	Vanguard® Target Retirement 2055 Fund - Investor Shares	0.18%	0.00%
Fidelity Advisor Freedom® 2010 Fund - Class I	0.60%	0.25%	Vanguard® Target Retirement 2060 Fund - Investor Shares	0.18%	0.00%
Fidelity Advisor Freedom® 2015 Fund - Class I	0.64%	0.25%	Vanguard® Target Retirement Income Fund - Investor Shares	0.16%	0.00%
Fidelity Advisor Freedom® 2020 Fund - Class I	0.66%	0.25%			
Fidelity Advisor Freedom® 2025 Fund - Class I	0.70%	0.25%	Voya Solution 2020 Portfolio - Initial Class	0.76%	0.32%
Fidelity Advisor Freedom® 2030 Fund - Class I	0.74%	0.25%	Voya Solution 2025 Portfolio - Initial Class	0.80%	0.32%
Fidelity Advisor Freedom® 2035 Fund - Class I	0.76%	0.25%	Voya Solution 2030 Portfolio - Initial Class	0.83%	0.32%
Fidelity Advisor Freedom® 2040 Fund - Class I	0.76%	0.25%	Voya Solution 2035 Portfolio - Initial Class	0.87%	0.32%
Fidelity Advisor Freedom® 2045 Fund - Class I	0.76%	0.25%	Voya Solution 2040 Portfolio - Initial Class	0.88%	0.32%

Fidelity Advisor Freedom® 2050 Fund - Class I	0.76%	0.25%	Voya Solution 2045 Portfolio - Initial Class	0.89%	0.32%
Fidelity Advisor Freedom® 2055 Fund - Class I	0.76%	0.25%	Voya Solution 2050 Portfolio - Initial Class	0.89%	0.32%
Fidelity Advisor Freedom® Income Fund - Class I	0.50%	0.25%	Voya Solution 2055 Portfolio - Initial Class	0.89%	0.32%
			Voya Solution 2060 Portfolio - Initial Class	0.89%	0.32%
JPMorgan SmartRetirement® 2015 Fund - Institutional Class	0.59%	0.10%	Voya Solution Income Portfolio - Initial Class	0.68%	0.32%
JPMorgan SmartRetirement® 2020 Fund - Institutional Class	0.63%	0.10%			
JPMorgan SmartRetirement® 2025 Fund - Institutional Class	0.65%	0.10%	Voya Target Solution Trust Series: 2020 Fund - Class 2 CIT	0.60%	0.15%
JPMorgan SmartRetirement® 2030 Fund - Institutional Class	0.67%	0.10%	Voya Target Solution Trust Series: 2025 Fund - Class 2 CIT	0.60%	0.15%
JPMorgan SmartRetirement® 2035 Fund - Institutional Class	0.69%	0.10%	Voya Target Solution Trust Series: 2030 Fund - Class 2 CIT	0.60%	0.15%
JPMorgan SmartRetirement® 2040 Fund - Institutional Class	0.70%	0.10%	Voya Target Solution Trust Series: 2035 Fund - Class 2 CIT	0.60%	0.15%
JPMorgan SmartRetirement® 2045 Fund - Institutional Class	0.70%	0.10%	Voya Target Solution Trust Series: 2040 Fund - Class 2 CIT	0.60%	0.15%
JPMorgan SmartRetirement® 2050 Fund - Institutional Class	0.70%	0.10%	Voya Target Solution Trust Series: 2045 Fund - Class 2 CIT	0.60%	0.15%
JPMorgan SmartRetirement® 2055 Fund - Institutional Class	0.72%	0.10%	Voya Target Solution Trust Series: 2050 Fund - Class 2 CIT	0.60%	0.15%
JPMorgan SmartRetirement® Income Fund - Institutional Class	0.55%	0.10%	Voya Target Solution Trust Series: 2055 Fund - Class 2 CIT	0.60%	0.15%
			Voya Target Solution Trust Series: 2060 Fund - Class 2 CIT	0.60%	0.15%
JPMorgan SmartRetirement® Blend 2020 Fund - Class R5 Shares	0.50%	0.10%	Voya Target Solution Trust Series: Income Fund - Class 2 CIT	0.60%	0.15%
JPMorgan SmartRetirement® Blend 2025 Fund - Class R5 Shares	0.50%	0.10%			
JPMorgan SmartRetirement® Blend 2030 Fund - Class R5 Shares	0.50%	0.10%			
JPMorgan SmartRetirement® Blend 2035 Fund - Class R5 Shares	0.50%	0.10%			

JPMorgan SmartRetirement® Blend 2040 Fund - Class R5 Shares	0.50%	0.10%
JPMorgan SmartRetirement® Blend 2045 Fund - Class R5 Shares	0.50%	0.10%
JPMorgan SmartRetirement® Blend 2050 Fund - Class R5 Shares	0.50%	0.10%
JPMorgan SmartRetirement® Blend 2055 Fund - Class R5 Shares	0.50%	0.10%
JPMorgan SmartRetirement® Blend Income Fund - Class R5 Shares	0.50%	0.10%

Currently the County submits default enrollment files to Voya and we use the Voya Solution funds to enroll participants according to their date of birth.

**14. The County requires that low-cost index style investment options be provided to all participants. Provide information regarding the index investment options you currently have available within your platform, including information regarding index style target date funds.**

Vanguard low cost index options are available to the County along with the Vanguard Target Date Suite of funds. While Vanguard is widely recognized as a premier index provider we do have index strategies available from other asset managers if the County is interested. Listed below are the Vanguard index strategies and their expense ratios. The appropriate share class that the County would use is dictated by Vanguard and the amount of assets in the index strategy. All of the Vanguard strategies do not share any revenue.

Name	Net Expense Ratio	Name	Net Expense Ratio
Vanguard 500 Index Admiral	0.05%	Vanguard Pacific Stock Index Adm	0.12%
Vanguard 500 Index Inv	0.17%	Vanguard REIT Index Adm	0.12%
Vanguard Balanced Index Adm	0.09%	Vanguard REIT Index I	0.10%
Vanguard Balanced Index I	0.08%	Vanguard REIT Index Inv	0.26%
Vanguard Balanced Index Inv	0.23%	Vanguard Russell 1000 Growth Index I	0.08%
Vanguard Developed Markets Idx Admiral	0.09%	Vanguard Russell 1000 Value Index I	0.08%
Vanguard Developed Markets Idx Instl	0.07%	Vanguard Russell 2000 Index I	0.08%
Vanguard Developed Markets Idx Investor	0.20%	Vanguard S&P Small-Cap 600 Index I	0.08%
Vanguard Dividend Appreciation Idx Inv	0.20%	Vanguard Short-Term Bond Index Adm	0.10%
Vanguard Emerging Mkts Stk Idx InstlPlus	0.10%	Vanguard Short-Term Bond Index Inv	0.20%
Vanguard Emerging Mkts Stock Idx Adm	0.15%	Vanguard Short-Term Corp Bd Idx Admiral	0.12%
Vanguard Emerging Mkts Stock Idx I	0.12%	Vanguard Shrt-Term Infl-Prot Sec Idx Adm	0.10%
Vanguard Energy Index Adm	0.12%	Vanguard Shrt-Term Infl-Prot Sec Idx Inv	0.20%
Vanguard European Stock Index Adm	0.12%	Vanguard Small Cap Growth Index Admiral	0.09%
Vanguard Extended Market Idx Adm	0.10%	Vanguard Small Cap Growth Index I	0.08%
Vanguard Extended Market Idx I	0.08%	Vanguard Small Cap Growth Index Inv	0.23%
Vanguard Extended Market Idx Inv	0.23%	Vanguard Small Cap Index Adm	0.09%
Vanguard Financials Index Adm	0.12%	Vanguard Small Cap Index I	0.08%
Vanguard FTSE All-Wld ex-US Idx Admiral	0.14%	Vanguard Small Cap Index InstlPlus	0.06%
Vanguard FTSE All-Wld ex-US SmCp Idx Inv	0.37%	Vanguard Small Cap Index Inv	0.23%



Vanguard FTSE All-World ex-US Idx Instl	0.12%	Vanguard Small Cap Value Index Admiral	0.09%
Vanguard FTSE All-World ex-US Index Inv	0.29%	Vanguard Small Cap Value Index I	0.08%
Vanguard FTSE Social Index I	0.16%	Vanguard Small Cap Value Index Inv	0.23%
Vanguard FTSE Social Index Inv	0.27%	Vanguard Target Retirement 2010 Inv	0.16%
Vanguard Gbl ex-US Rel Est Idx Admiral	0.24%	Vanguard Target Retirement 2015 Inv	0.16%
Vanguard Growth Index Adm	0.09%	Vanguard Target Retirement 2020 Inv	0.16%
Vanguard Growth Index I	0.08%	Vanguard Target Retirement 2025 Inv	0.17%
Vanguard Growth Index Inv	0.23%	Vanguard Target Retirement 2030 Inv	0.17%
Vanguard Health Care Index Adm	0.12%	Vanguard Target Retirement 2035 Inv	0.18%
Vanguard High Dividend Yield Index Inv	0.18%	Vanguard Target Retirement 2040 Inv	0.18%
Vanguard Information Technology Idx Adm	0.12%	Vanguard Target Retirement 2045 Inv	0.18%
Vanguard Institutional Index I	0.04%	Vanguard Target Retirement 2050 Inv	0.18%
Vanguard Institutional Index Instl PI	0.02%	Vanguard Target Retirement 2055 Inv	0.18%
Vanguard Instl Ttl Stk Mkt Idx InstlPIs	0.02%	Vanguard Target Retirement 2060 Inv	0.18%
Vanguard Interm-Term Bond Index Adm	0.10%	Vanguard Target Retirement Income Inv	0.16%
Vanguard Interm-Term Bond Index I	0.07%	Vanguard Total Bond Market Index Adm	0.07%
Vanguard Interm-Term Bond Index Inv	0.20%	Vanguard Total Bond Market Index I	0.06%
Vanguard Interm-Tm Govt Bd Idx Admiral	0.12%	Vanguard Total Bond Market Index Inv	0.20%
Vanguard Large Cap Index Adm	0.09%	Vanguard Total Intl Bd Idx Admiral™	0.19%
Vanguard Long-Term Bond Index I	0.07%	Vanguard Total Intl Stock Index Admiral	0.14%
Vanguard Long-Term Bond Index Inv	0.20%	Vanguard Total Intl Stock Index I	0.12%
Vanguard Materials Index Adm	0.12%	Vanguard Total Intl Stock Index Inv	0.22%
Vanguard Mid Cap Index Adm	0.09%	Vanguard Total Stock Market Idx I	0.04%
Vanguard Mid Cap Index I	0.08%	Vanguard Total Stock Mkt Idx Adm	0.05%
Vanguard Mid Cap Index InstlPlus	0.06%	Vanguard Total Stock Mkt Idx Inv	0.17%
Vanguard Mid Cap Index Inv	0.23%	Vanguard Total World Stock Index Inv	0.27%
Vanguard Mid-Cap Growth Index Admiral	0.09%	Vanguard Utilities Index Adm	0.12%
Vanguard Mid-Cap Growth Index Inv	0.23%	Vanguard Value Index Adm	0.09%
Vanguard Mid-Cap Value Index Admiral	0.09%	Vanguard Value Index I	0.08%
Vanguard Mid-Cap Value Index Inv	0.23%	Vanguard Value Index Inv	0.23%

**15. Identify the number and types of investment vehicles you would make available to the County, including available share class. If your investment options are limited, provide a list of all options available to the County, including ticker symbols or other identifier as well as revenue sharing received, if any, by each.**

While many of our competitors say they offer open architecture, we believe Voya's offering is one of the most truly robust offerings throughout the industry with access to over 15,000 funds and more than 175 partners from which the County can choose.

**16. For a stable value investment with guaranteed interest, describe the current and minimum interest rate guarantees, how interest is credited, and the frequency of rate changes. Furthermore, provide the make-up of the underlying portfolio including asset type, grade and percentage breakdown. Specify whether the proposed product is backed by your general account.**

The crediting rate is declared on a quarterly basis. The guaranteed Gross Crediting rate under the current contract for the period January 1, 2016 to March 31, 2016 is 2.95%. The contract minimum guarantee is 0% for the life of the contract and this guarantee has not changed.

The Arlington County stable value option, a VRIAC separate account, invests in a range of publicly traded, high quality, fixed income instruments, including mortgage pass-through securities, Asset-Backed Securities (ABS),



Commercial Mortgage- Backed Securities (CMBS), corporate notes and bonds, and U.S. Treasury and agency securities.

The management philosophy of the Arlington County stable value option is to:

- employ a disciplined investment approach seeking to provide superior risk-adjusted returns over full market cycles, and
- manage the Portfolio's average duration to the Barclays Capital Intermediate U.S. Aggregate Bond Index, within plus or minus a half year subject to a maximum effective duration cap of 4.0 years.

The Portfolio's investment objectives are to outperform the Barclays Capital Intermediate U.S. Aggregate Bond Index by 25 to 40 basis points over rolling three year periods or over a complete market cycle and enhance returns by investing in undervalued sectors using proprietary trading strategies, quantitative models, credit analysis and sound investment judgment.

The underlying portfolio's characteristics are as follows:

<b>Characteristics (as of June 30, 2015)</b>	
Yield to Maturity	2.15%
Effective Duration	3.88
Average Credit Quality	AA+

<b>Quality Allocation (as of June 30, 2015)</b>	
Treasury and Cash	34%
AAA	42%
AA	1%
A	12%
BBB	11%
Below BBB	0%

<b>Sector Allocation (as of June 30, 2015)</b>	
Treasury and Cash	35%
Mortgage Backed Securities	33%
Corporates	22%
CMBS	7%
ABS	4%

The guarantees provided by the contract are supported by the full faith and credit of VRIAC, a company of extremely strong financial resources.

**17. For a pooled stable value investment vehicle, provide the structure of the portfolio by sector and maturity distribution. Describe the current interest rate. Also provide the credit quality, credit quality minimum guarantee, average quality, average maturity, modified duration, liquidity percentage, and yield to maturity.**

Voya is not offering a pooled stable value investment vehicle.

**18. Does your organization offer "managed accounts" or personalized portfolio management? Is this service provided through a third-party arrangement? What fiduciary responsibility does your organization assume in offering managed accounts? What are the fees for plan participants? Explain the methodology used to develop investment allocations and provide samples of participant communication materials available to participants.**

Yes. Voya offers investment advisory services through Morningstar Associates, LLC an unaffiliated, independent investment advisor, and a wholly owned subsidiary of Morningstar®, Inc. Morningstar Retirement Manager's offers both online advice and tools (Managed by You) and Morningstar's managed account services (Managed by Morningstar).

**Managed by Morningstar** – Is a managed account program available to participants who would prefer to have Morningstar actively manage their account. Participants who enroll in this service receive a personalized retirement strategy, discretionary asset management, and ongoing oversight to help them meet their retirement goals. This service is ideal for employees who lack the time or desire to actively manage their retirement account.

Voya is proposing to serve the plan as a non-discretionary provider of bundled administrative, recordkeeping and investment services. Even though we will be serving the plan in a non-fiduciary ministerial service provider capacity, in providing such services we will agree to adhere to the prudent man standard of care that is required of fiduciaries. In other words, we will agree to perform our responsibilities with the care, skill, prudence and diligence under the circumstances then prevailing that a reasonably prudent person acting in a like capacity and familiar with such matters would use in an enterprise of like character.

Morningstar Associates, a wholly owned subsidiary of Morningstar, Inc., and the registered investment advisor under which investment advisory products and services are offered, agrees to act as a fiduciary as that term is defined in Section 3(21) of ERISA, with respect to the investment advice and recommendations it provides to plan participants.

Participants who select this service would be charged an annual fee of 0.50 % (0.25% to Voya, 0.25% to Morningstar). Morningstar Associates would in turn assume responsibility for monitoring participants' accounts on a quarterly basis and execute appropriate transactions on the participants' behalf.

**19. List and briefly describe any additional investment options and/or services (i.e. Asset allocation, etc.) that have not been covered in this section that you currently have or are developing for implementation within the next 12 months. Describe whether these alternatives provide additional investment options and/or expenses.**

All investment options and services have been described in this section.

**20. If you have any additional information you would like to provide on the investment vehicles identified above, you may do so as an appendix to your responses.**

All information regarding our investment vehicles have been addressed in our previous responses.

## **VII. COMPLIANCE AND CUSTODIAL SERVICES**

### **1. Who will provide custodian services?**

Voya Institutional Trust Company will provide custodian services. Voya Institutional Trust Company will hold all plan assets in trust for the exclusive purposes of providing benefits to participants of the plan and their beneficiaries and defraying the reasonable expenses of administering the plan and the trust.

### **2. The County requires that vendors provide updates regarding regulatory and legislative changes associated with 401(a) and 457(b) plans. How will you keep the County informed of any regulatory or legislative changes?**

Voya attorneys and the Voya Technical Services Team, a dedicated unit of professionals with law degrees, paralegal degrees and the prestigious Certified Employee Benefits Specialist ("CEBS") designation, are committed to keeping plan sponsors informed of legislative changes and regulatory developments concerning retirement benefits and defined contribution matters. Through our extensive network of outside counsel and our membership in retirement industry associations, we not only monitor, but also seek to affirmatively influence or enact legislation favorable to the retirement plans community.

We keep the County abreast of legislative and legal updates on an ongoing basis in a variety of ways, including:

- Periodic updates (available online) describing issues affecting defined contribution plans, including recent legislative developments.
- Our *Retirement Update*, Voya's monthly report with the latest on what's new in congress, the Internal Revenue Service, the Department of Labor, and the courts, available on Voya's Sponsor Website.
- Access to our Technical Services Team to assist our plan sponsors with questions regarding plan design, plan trends, and the impact of regulatory change.
- Summaries to keep you on top of retirement plan rules and regulations via Voya's Sponsor Website.
- Webcasts that allow you to "go to class" from the convenience of your own office.

### **3. What is your policy regarding processing contribution files that are not in good order (NIGO) and/or other transactions with errors?**

Erroneous contributions sent to Voya from the County can be corrected via a negative contribution on the next payroll submission using current day processing or via written notification to Voya. Any erroneous contribution resulting from a Voya error will be corrected to make the participant(s) whole at our expense.

Corrections requests submitted via written notification are reviewed by a dedicated quality review team. Any processing errors will be corrected as of the date the contribution data or distribution request was originally received by Voya in good order to make sure the customer receives the appropriate value of their account. If needed, corrected tax reports are supplied to the IRS and the participant.

**4. What checks and balances assure plan administration integrity and accuracy, including of participant account data? What is the client's recourse if timing and/or accuracy standards are not met (financial penalties, liquidated damages)?**

We load key plan provisions onto our recordkeeping system and use this information to validate transactions processed under your plan. As a result, our system offers the following controls:

- Monitor withdrawal frequency by type
- Monitor deferral suspension periods
- Monitor inter-fund transfer frequency
- Reconcile transactions for accuracy of control totals (numbers, dollars, shares)
- Produce daily reports reflecting financial controls, data submitted, errors generated
- Monitoring of all contribution limits, including the catch-up provisions, pursuant to the IRC
- Ongoing maintenance and updating of participant information to ensure addresses and other personal information is up-to-date

If the system rejects transactions, your plan manager will assess the issue and, if necessary, document the specifics and attempt to reconcile the issue.

Our guarantees are described below:

Service	Performance Standard(s)	Annual dollars paid if standard is not met.*
<b>Participant Satisfaction</b>	<ul style="list-style-type: none"> <li>• Annual survey conducted to solicit participant feedback regarding the plan, investment options, and services. Conducted within 45 days of the close of each contract anniversary date.</li> </ul>	\$5,000
<b>Phone Response Time</b>	<ul style="list-style-type: none"> <li>• Standard response time objective is an average speed of answer within 40 seconds or less.</li> </ul>	\$5,000
<b>Administrative Performance</b>	<ul style="list-style-type: none"> <li>• Contributions applied to participant accounts as of good order receipt date.</li> <li>• Participant distribution requests processed as of good order date and payment mailed/electronically transferred within five business days of receipt in good order.</li> <li>• Quarterly plan sponsor reports available within 15 days of quarter end.</li> </ul>	\$5,000
<b>Participant Statements</b>	<ul style="list-style-type: none"> <li>• Mailed within 15 calendar days after quarter end.</li> </ul>	\$5,000
<b>Education Services</b>	<ul style="list-style-type: none"> <li>• Voya will work with the County to develop a plan to satisfy all educational needs, including group education and enrollment meetings, investment and retirement counseling seminars.</li> </ul>	\$5,000

**\*Voya measures performance against standards for all our defined contribution clients. Should the County determine our service does not meet the standards described above, they may provide Voya with written notice within 30 days of the service deficiency. If Voya fails to resolve the deficiency within 30 days, the County may request the service guarantee be paid not to exceed \$100,000 annually for all combined service deficiencies.**

**5. Does your organization provide any other compliance, filing or consulting services? If so, at what cost?**

Voya provides ongoing technical/legal support for your plan. Our Law Division has a large staff of attorneys who keep current on the federal law and relevant state law that impacts retirement plans. We must clarify; however, that Voya as an entity is not authorized to engage in the practice of law. Accordingly, we can assist in framing issues for review with your legal counsel, but cannot act in any manner that would be construed as providing legal counsel.

In addition to our access to our Corporate Law Department, you will also have access to numerous technical experts who are available to assist you with ongoing questions regarding plan administration, plan trends, and the impact of regulatory changes. Voya's core services include keeping you informed of developments and trends through our comprehensive newsletters, educational workshops and seminars and annual plan sponsor reviews. In addition, we provide full analysis of legislative developments, e.g., EGTRRA, and offer plan document drafting review and proactive newsletters to keep your plan compliant with current law.

There is no additional charge for our provision of these general informational services.

**6. Describe the service your company provides with respect to tax withholding calculations for distributions and tax reporting required by federal and state laws.**

Our system incorporates applicable Federal and State withholding guidelines. When a distribution is made, the system automatically calculates and withholds the amount of tax due. The tax amounts are remitted to the IRS and appropriate state and local taxing authorities. Tax withholding information is indicated on the confirmation statement and check stub (if applicable) sent to the participant.

By January 31<sup>st</sup> of the year after the year in which the distribution is taken, Voya sends the participant, IRS and other required tax authorities (e.g., state and local) the appropriate IRS Form 1099-R, W-2, etc. Based on the type of distribution processed, distribution codes will be included in the appropriate box of the applicable IRS tax reporting form.

## VIII. SYSTEMS AND SECURITY

- 1. Describe your system down time for each of the past 12 months starting with the month before this RFP was released. Describe the schedule for systems maintenance down time. Is that time calculated into overall down time measure?**

For the past 12 months, our system available consistently exceeded 99% each month (with the exception of scheduled maintenance periods). We schedule maintenance periods on Sundays from 2:00 a.m. to 12:00 p.m.

- 2. Are the participant and plan level records kept on separate systems? If not, how frequently are they synced?**

Participant and plan level records are kept on the same system, therefore, syncing is not required.

- 3. Describe the recordkeeping system, software and your rights to the system (e.g., internally developed, purchased, leased, ASP). Do you have the authority to modify the software for regulatory or client needs? If not, who is authorized to make those modifications and what is the process for making the changes? Describe your procedure to assure that any applicable regulatory changes are reflected in the system by the effective date of the change.**

Voya uses OmniPlus (from SunGard) as a core recordkeeping system, but with Voya evolving the code. The recordkeeping system is migrated by Voya to run on Linux blades in an N+1 configuration with full replication across datacenters and providing full connectivity to our J2EE layer for customer facing applications.

Voya purchased the OmniPlan (subsequently upgraded to OmniPlus) system, including full source code, from what was then Dyatron in 1987. Since that time, we have maintained the integrity of the Omni (since purchased by SunGard) base code while making substantial enhancements to the capabilities via user exits, calculators and integrated proprietary systems.

The OmniPlus recordkeeping software vendor, SunGard, is contractually obligated to update the software to comply with all legislative changes.

Voya has the ability to modify the software for our recordkeeping system. We make all Voya's specific and plan specific modifications in-house. We fully test the updates before installing them.

Voya's systems are designed to be in compliance with applicable law and prevent non-compliant transactions. Voya also utilizes both internal and external legal counsel as well as compliance personnel to ensure that its systems comply with applicable laws and regulations. The Voya Team continually monitors changes in applicable laws and regulations to ensure that our qualified plan compliance methodology is kept current and accurate.

Voya incorporates legislative changes within our ongoing release schedule during the year and is applied depending on the law's effective date.

In addition, our recordkeeping software vendor, SunGard, updates software to comply with all legislative changes. Typically, they complete these changes before the effective date. The only exception would be if there was insufficient time between the actual legislation and the effective date. If there is a choice of options, SunGard will generally implement the option which they feel would be most desirable to the industry, or, if this is not obvious, they would implement multiple options leaving the user to choose which method to implement.



It is important to note that Voya purchased the OmniPlan system, including full source code, in 1987. While we do evaluate OmniPlus releases and service packs from SunGard, the decision to use any or all components of such functionality is Voya's, and we have the ability to modify the software. This provides us with the opportunity to consult with key clients, such as the County would be, before any major implementation.

Voya continuously enhances the functionality of these proprietary sponsor and participant servicing applications with major scheduled releases each year with a blend of legislative, broad application and client-specific deliverables

Additionally, Voya assists the plan sponsor in performing a comprehensive plan review during the implementation process, identifying key considerations regarding amendments to the plan so that all benefits, rights and features will be consistent with the plan's operation at Voya, as well as in compliance with applicable laws and regulations.

**4. Are internal controls of your record keeping system audited by an independent auditor? If so, provide the name of the auditing company and any exceptions found in the most recent report. Provide most recent SSAE 16 type I and II report.**

Yes. An audit is performed annually on Voya's internal administrative operations relating to defined contribution plan administration. The most recent SOC 1 report was performed in accordance with the Statement on Standards for Attestation Engagements No. 16 and relates to the period January 1 through December 31, 2014 by Ernst & Young LLP, our external auditor. The following exceptions were noted:

SSAE 16 Control Reference	Control Description	Exception Noted and Management Response
13.4 – Logical Access (IT)	Semi-annual reviews of privileged access to network domains are performed by Managers/delegates to ensure access remains commensurate with job responsibilities.	<p>As part of our inspection of 100% of the semiannual access reviews, we noted that 79 out of the total population of 2,525 users with privileged access to network domains were not included in the semi-annual review. Five out of the 79 affected users had inappropriate access, while the remaining 74 users had appropriate access; however, were not included in the reviews.</p> <p><i>Management Response</i></p> <p>The access noted was granted in error and was removed upon notification prior to December 31, 2014. Management has ensured that the omitted users will be included in the next scheduled access review.</p>

SSAE 16 Control Reference	Control Description	Exception Noted and Management Response
13.8 – Logical Access (IT)	<p>Network (Active Directory) level access is automatically disabled when a Manager submits termination requests in the Workday HR system.</p> <p>For both mainframe and distributed environments, the Security fulfillment team disables IDs of terminated Voya employees and non-employees having access at the operating system level in a timely manner after notification of termination.</p> <p>For legacy mainframe and distributed environments for database level access, IT Security administration personnel are notified of terminations. Access is removed at the application and database level.</p>	<p>During our inspection of the Workday configurations, we noted for the period January through April 2014, the Workday termination feeds into the OIM tool to automatically disable terminated user access to the network domain was not configured correctly. As a result we noted five users retained access after their termination date. Inspected evidence and noted that the users did not login after their termination date, and access was revoked for each of the five individuals as of November 2014. Additionally, inspected configuration settings to determine that the Workday configuration issue was remediated in May 2014.</p> <p><i>Management Response</i></p> <p>The Workday feed for terminations to OIM has been corrected. Management confirmed that no inappropriate actions were taken using the access prior to being disabled.</p>
13.9 – Logical Access (IT)	<p>Management conducts User Entitlement Reviews for in-scope applications on a semiannual basis to validate that only active personnel have appropriate access to the systems based on their job responsibilities. Management submits the completion of their review. Any changes as a result of the review are processed timely.</p>	<p>One out of 683 users with access to PeopleSoft was inappropriately approved during a user entitlement review. The user was an authorized PeopleSoft user but had expense approval limits that were more than required for the user's job responsibility. The user retained this access during the period January 1, 2014 through August 29, 2014, upon which access was then revoked.</p> <p><i>Management Response</i></p> <p>The user's approval limit was granted in error and was lowered to be within guidelines for their job responsibility. We subsequently reviewed all activity performed by this user for the period in question and noted the user modified seven entries during the audit period. Supporting documentation validated that all seven entries were to void payments, which is an appropriate action for this user and not related to the approval limit.</p>

SSAE 16 Control Reference	Control Description	Exception Noted and Management Response
16.1 – Job Processing (IT)	Periodic reviews of job scheduling applications for access levels greater than “Read” are performed by Computer Operations or Production Control Managers to ensure access remains commensurate with job responsibilities.	<p>As part of our inspection of 100% of the users with greater than read access to the job scheduling application, we noted that one out of a sample of five users had inappropriate access to the TWS scheduler, and the inappropriate access was not identified during the performance of the TWS scheduler periodic access reviews. The user retained access during the period January 1, 2014 through June 16, 2014, upon which access was revoked.</p> <p><i>Management Response</i></p> <p>The access was required for the user's previous job responsibilities. When the user transferred to a new position, the access was not revoked timely. Upon discovery, the access was revoked. It was determined that the access was not used inappropriately prior to being revoked.</p>

A copy of the SOC 1 report is enclosed on CD.

**5. Briefly describe the frequency and mode for storing, maintaining and backing up and recovering electronic plan sponsor and participant data history. Is historical data readily available to the County? If so, for how long?**

Voya utilizes a pair of fully redundant datacenters, with triangulated OC3 data lines between them, to enable robust application and data backup capabilities. The data within our online systems is replicated on a continuous basis between our datacenters. Our batch system is fully replicated each evening.

Voya utilizes specialized disk sub-systems for our long term data retention. This allows us to accomplish all data archival onsite thus avoiding the potential loss of data that could occur from shipping to an offsite location. The data is immediately retrievable, but if the data is older, there is the possibility that some manual intervention may be required to handle revised record layouts, etc.

System maintenance follows regularly scheduled maintenance periods, generally over a weekend to minimize disruption to participant access. OS security patches are applied at least monthly.

Incremental backups are done daily, and are kept for a period of seven days. Weekly backups are kept for a period of four weeks rolling, where week five would replace the oldest set. Monthly backups are kept for a period of twenty-five months rolling. Financial period close data is kept for seven years.

Furthermore, our redundant back-up facilities for the datacenter and systems are located in Minneapolis, Minnesota and Jacksonville, Florida. Paper files are warehoused with Iron Mountain and IT files are stored off-site with Recall, a certified vaulting service. Voya's online data retention period is seven years.

**6. Describe the systems and data security for Internet and phone-based (Participant Service Center and IVR) transactions.**

As a trusted provider of Retirement Solutions, Investment Management, and Insurance Solutions, Voya is committed to making Information security a top priority.

Voya's Information Security and Risk Management program is dedicated to:

- Ensuring the security and confidentiality of customer information
- Protecting against any anticipated threats to the security or integrity of our systems
- Protecting against unauthorized access to or use of our systems and information

Voya has implemented numerous security measures to safeguard the confidentiality, integrity and availability of customer information, including authentication, monitoring, auditing, and encryption. Security measures have been built into the design, implementation and day-to-day practices of our entire operating environment as a part of our continuing commitment to risk management. These measures are designed and intended to prevent corruption of data, block unknown or unauthorized access to our systems and information, and provide reasonable protection of the customer information we possess.

Our operating environment is regularly audited by nationally recognized accounting and security firms that provide independent evaluations of our key security controls.

In addition, Voya's specialized team of cybersecurity professionals works around the clock to prevent, detect, and mitigate threats to our environment, including by:

- Utilizing an industry leading security event monitoring platform.
- Offering 24x7x365 near real-time security event monitoring to secure information and ensure that only authorized access to customer accounts is permitted.
- Maintaining redundant security operations centers.
- Subscribing to industry and government intelligence services for comprehensive threat monitoring.
- Developing proactive relationships with law enforcement agencies and cyber security firms for intelligence sharing and rapid incident response.
- Conducting regular cyber-attack scenarios to prepare us for making appropriate decisions quickly in the event of a real event.
- Maintaining a Cybersecurity Playbook to guide a comprehensive response to any potential cybersecurity incident impacting Voya.
- Exercising a robust security awareness program to educate Voya employees on potential information security risks.

**7. Have you ever had a loss/theft of sensitive participant data (e.g., laptop stolen)? If yes, how have you handled the recovery or mitigation of the loss/theft for participants?**

Voya is committed to protecting the privacy and confidentiality of individuals' personal information; unfortunately, every company is vulnerable to security breaches. For the limited instances where Voya has experienced a breach, immediate action has been taken to notify the plan sponsor. We then work with the plan sponsor to approve notifications to the affected individuals and to offer free credit monitoring. Notice to regulators and others is provided under applicable law. Additionally, Voya has promptly reviewed those processes relative to the incident and implemented appropriate enhancements to assist with the detection and prevention of further breaches.

As providers of products and services that involve compiling personal—and sometimes, sensitive—information, protecting the confidentiality of that information has been, and will continue to be, a top priority throughout the Voya companies.

**8. Briefly describe your documented disaster recovery plan. How often do you test the disaster recovery plan? What are the most recent results? Have you ever had to implement the plan? If yes, what were the results?**

**Voya – Continuity Management Overview**

Voya proactively identifies, monitors, and manages various risks and threats to our operations through an Operational Risk Management framework aimed at improving business resilience and preventing disruption and loss. A viable continuity management plan, as overseen by Senior Management, is in place and tested for major sites throughout the U.S. in the event of business disruption. Continuity management includes Crisis Management, Business Continuity and Disaster Recovery Plans which address:

- Incidents that may jeopardize the safety of Voya employees; and/or
- The reputation or image of the Company; and/or
- Events involving a major health crisis (e.g., flu pandemic); and/or
- Events that are catastrophic in nature; and/or
- Render a facility or information systems non-functioning for an unacceptable length of time.

Crisis management plans and teams are in place in every office location to manage a wide variety of incidents focusing initially on the safety of employees and then on the continuity or recovery of the business. Voya has developed and maintains business continuity and disaster recovery plans for critical business functions and information technology that must be resumed following an event to minimize disruption to the delivery of products and services to our customers. Business continuity plans document business procedures for the loss of a facility, loss of systems and/or a reduction in workforce. Disaster recovery plans focus on the recovery of critical information technology, services and business applications. Alternate workspaces and data centers are available in case of the loss of our primary facilities.

As a matter of company policy we treat the details of emergency response, including Crisis Management, Business Continuity and Disaster Recovery Plans, as proprietary and confidential.

**Additional information on our Disaster Recovery Plan: *excluding proprietary information***

Voya has a *High-Level Disaster Recovery Plan* in place for its computer environment, specifying how and when a disaster is declared, the roles and responsibilities of teams and steps to be taken in the event of a disaster. In addition, each site maintains site plans with site-specific contacts and actions. Critical infrastructure (i.e., network, phone, and email) and platform (i.e., database, middleware) services maintain plans, as well as each critical application.



Plans are built around a worst-case scenario involving loss of a datacenter or loss of access to the datacenter, but are also adaptable to less severe disasters. There are three phases in each plan:

- Immediate response, damage assessment and critical notifications;
- Environmental and operational restoration; and
- Operational readiness, testing and business resumption.

To lessen risk, Voya operates multiple data centers and support multiple recovery options. Two fully hardened primary data centers are maintained to support the mainframe and the majority of mid-range distributed environments. In addition, Voya has several alternate data/recovery centers located throughout the U.S.

Alternate data centers provide the capability for dedicated recovery equipment and data replication that provide either continuous or near-continuous availability across data centers. Voya also maintains a contract with an outside vendor to provide recovery capabilities for mainframe applications.

Data centers contain on-site generators and UPS systems to provide continuous power to facilities. A fully redundant wide area network connects all of the data centers in the U.S. including the third party recovery facility.

Data replication occurs across production and recovery centers and provides low likelihood of data loss. In addition, application code, infrastructure configurations, and business data are backed up daily and stored in both on-site and offsite vaults based on a predetermined schedule. Off-site vaults are strategically placed throughout the U.S.

**9. Describe any technology or other enhancements that you plan to implement in the next 12 months and how the changes would impact the County.**

We understand that plan sponsors are playing a larger role in helping their employees prepare for retirement. That is why, at Voya, a significant component of our technology development is, and will continue to be, a well-planned digital strategy. This will enable plan sponsors to connect with and educate their participants more effectively, as we help satisfy their all-important role as a fiduciary. This includes investing in technology that can help individuals grow their knowledge, easily manage their accounts and save successfully for retirement. Our initiatives include a significant focus on supporting Voya's position as America's Retirement Company™.

Based on our "purposeful innovation" philosophy, we continue innovation around these key areas in order to deliver meaningful solutions for you and your plan participants:

**Retirement Readiness**

On Voya's Participant Website, upon logging in, each participant sees an illustration of their personalized projection of monthly retirement income, called myOrangeMoney. Participants can then use sliders to help model the impact to their retirement income illustration, showing possible changes in their current situation, such as increasing their contribution, or adjusting their planned retirement age. Participants easily and quickly see that, for a few dollars more in contributions now, they can buy themselves more retirement security later.

To make the concept of retirement readiness hit home with pre-retirees, myOrangeMoney displays it in terms of what monthly retirement paycheck they are on track to receive and the size of a check they will need. What resonates with participants is that you pay your bills monthly and that is not going to stop when you retire. That future-income focus engages and motivates participants more than the total amount they need to save – At the end of the day, a total balance is meaningless to people; it's about translating it into meaningful terms people can relate to.

Please visit the following website for a preview of myOrangeMoney:

<http://voya.com/myOrangeMoneyVideo>



Mapping out sources of income is a critical step in retirement planning and, for most, Social Security is a big piece of the puzzle. At Voya, we're dedicated to helping our customers better understand each of their retirement income sources. Recently we have added a Social Security Illustrator to our myOrangeMoney experience. By adding the Social Security Illustrator we are helping our customers to better understand that when they take Social Security it can be translated to different lifetime income amounts – in fact, not taking benefits right away might be a very good idea for many. Using the Social Security Illustrator, our customers can easily and quickly view the potential reduction to their full Social Security benefit if they take it when they are immediately eligible at age 62, as well as the potential positive impacts if they have the means to wait until age 67 or even age 70.

As our customers plan their future retirement income needs, it's also important they recognize future healthcare costs and their significant impact on retirement living. We have implemented Voya's Retirement Healthcare Planner to the myOrangeMoney experience. Through Voya's Retirement Healthcare Planner customers can use this feature to model the impact of future healthcare costs on retirement income in five year increments relative to the State where the customer anticipates living in retirement. Additional retiree healthcare information is just a click away if needed.

- Benchmarking progress against plan outcomes
- Benchmarking your plan outcomes vs other plans' outcomes
- Plan design
- Dissecting, analyzing, and targeting participant cohorts

We believe such planned enhancements align well with plan sponsors' objectives to better understand participant behavior and activity trending, overall plan health, and feedback related to the participant experience.

### **Mobile Technology**

Many of your employees are always in motion — literally — with little time to spare to become engaged in retirement planning or manage their plan accounts. Launched in 2012, Voya was one of the first recordkeepers to provide a transactional mobile application, VOYA RETIRE, an "app" that helps participants manage their retirement plan accounts "on the go." This industry leading app, which includes Voya's innovative myOrangeMoney experience, allows employees to view the plan through their smartphones or other mobile devices and, as participants, check current balances, review history, personal rate of return, change contribution rates, transfer between investment options, and much more.

Planned enhancements include:

- Adding Social Security distribution calculators
- Issuing alerts for investment changes and other participant/plan events

Take a minute to see its key features by cutting and pasting this link into your web browser:

<https://demos.vovacdn.com/pwebmobileparticipant>

### **Sponsor Web**

In late 2015/early 2016, we will implement a Sponsor Website redesign with the following key enhancements:

- A redesigned Home Page that brings together plan and participant information including the ability to:
  - ⇒ View a daily summary of all your plans' key financial information,
  - ⇒ View the latest topics from the Sponsor Resource Center,
  - ⇒ View important Voya and industry topics highlighted in the News Center,
  - ⇒ Integration of a consolidated reports menu selection, making it easier to locate important decision-making information, and
  - ⇒ An easy-to-use search box to quickly look up participants (across multiple plans, where applicable) by first or last name or the last four digits of the Social Security Number.

In 2016, we will also further transform the Sponsor Website experience to help you answer the critical question: "Are my plan participants on track to meet their retirement goals?" Our new Plan Health overview will feature:

- An average replacement income for your plan(s), reflecting the percentage of participants "on track" for monthly retirement-replacement income equals measuring plan health in terms of participant retirement readiness — with retirement readiness defined by monthly replacement income.
- Key plan metrics such as participation rate; average dollar or percentage deferral; portfolio diversification; and employee emotion – how your participants feel about their retirement readiness.
- Actionable information including an "improve-your-plan-health feature" to see plan-design and targeted communication opportunities to help improve the health of your plan and participants and other customized, actionable options you can discuss with your Voya Relationship Manager.

### **Overall Financial Literacy**

Increasingly, employees trust and expect their employers to help them; to get them in a sound financial place; to give them advice; and to provide them debt management tools. At Voya, we recognize that engaging interaction is a key to driving financial literacy, positive savings behaviors, improved retirement readiness and overall financial wellness for your employees.

Through Voya's Personal Financial Dashboard ("PFD"), participants can have a view of their entire financial situation and receive guidance about how to improve it. This online planning tool provides strategies to maximize retirement readiness in the context of multiple savings goals and with the ability to take action across all non-plan household assets earmarked for retirement. Furthermore, this free self-service, online, holistic planning tool also helps provide simple plans for budgeting, debt management, and college savings.

Because we know that plan participants have competing needs for their current dollars, a holistic life planning and budgeting tool was added as part of our participant web redesign. Helping participants get their current financial life in order is crucial in getting them to the point where they are able to invest in their retirement life. Using the PFD, your participants get their own private financial space to set goals, create budgets, track spending, review investments, and more – with all accounts on one screen and all priorities in one place.

Voya will continue to leverage the PFD and other financial literacy enhancements to help pre-retirees should think about their financial goals by "bucketing" them into the categories of needs, wants and wishes.

Please visit the following website for a quick tour of Voya's Personal Financial Dashboard:

<https://demos.voyacdn.com/pfd>

### **Timing**

The above enhancements represent planned initiatives for 2015 into 2017. These enhancements will continue throughout the next three years providing a significant focus on supporting Voya's position as America's Retirement Company™. You can count on Voya's technology roadmap to be both rigorous and flexible. As a major service provider serving a marketplace that is highly competitive and regulated, with significant demand for customization, our technology development plan requires not only great depth but also quick adaptability. We place a great importance on research in driving our focus and priorities. That research shows that positive messages and visual communications effect participant behaviors and result in the addition of useful and innovative tools such as the Personal Financial Dashboard, Retirement Healthcare Planner, and Social Security Illustrator. These tools are three additional ways our award-winning participant website exemplifies Voya's vision as America's Retirement Company and our guiding principle of retirement readiness. Stated simply: Purposeful innovation driving positive retirement outcomes.

**10. The County requires secure transmission of data files. Describe your procedure for ensuring secure transmission of data files and reports between your organization and the County.**

All client data in transmission is encrypted. Voya supports a number of secure transmission methods – PGP/GPG, SSH/SFTP, B2B VPN, etc. We will work with the County to determine the appropriate secure transmission method.

**11. The County requires each Vendor to maintain procedures to protect client and participant data from unauthorized use or access. Detail your Company's policies, procedures, data encryption, and technical measures to prevent unauthorized access or alteration, fraud, theft, misuse, or physical damage to hardware, software, communications networks, and data.**

**Voya's commitment to the protection of customer data**

Voya has implemented numerous security measures to safeguard the confidentiality, integrity and availability of our customer data, including authentication, monitoring, auditing, and encryption.

Security measures have been built into the design, implementation and day-to-day practices of our entire operating environment as a part of our continuing commitment to risk management. These measures are designed and intended to prevent corruption of data, block unknown or unauthorized access to our systems and information, and provide reasonable protection of customer information we possess.

**How Voya Financial Is Keeping Your Participants Safe Online**

- *Implementing username and password requirements* – When they set up online access to your accounts, they create their own unique username and secret password, allowing safe and secure access to their accounts. We have security. Monitoring and other protective procedures in place, such as limits on password entry attempts and multifactor authentication.
- *Customer verification* – No matter how they contact Voya—online or by phone—we verify their identity before allowing access.
- *Security questions* – Multi-factor authentication: If the participant or someone else tries to log in from a computer we don't recognize, we may challenge them with one of the enhanced security questions they previously answered when they registered. This helps us ensure that it is really the participant accessing their account.
- *Strong encryption* – We employ some of the strongest methods of encryption commercially available today to protect personal information, such as username and password, or the contents of their portfolio, as it travels from their computer to our systems.
- *Firewalls* – All of our computer systems are protected by firewalls or electronic barriers designed to prevent unauthorized access to our networks.
- *Timed logoff* – Our websites automatically log the participant off after an extended period of inactivity. This reduces the risk that others could access their information from an unattended computer or mobile device.
- *Constant systems surveillance* – Our security teams monitor our systems around the clock in an effort to secure their information and ensure that only authorized access to their account is permitted.

**12. Does your system allow participants to select an automatic rebalancing of investments and set auto-escalation of contributions?**

Yes.

## **IX. 529 PLAN ADMINISTRATION**

**1. Describe the services you provide to your clients for whom you are the broker of record for their 529 plans.**

Our local representatives currently support County employees in all aspects of their 529 planning.

**2. Explain any reason why you could not be the broker of record for the County's 529 plan with American Funds.**

Voya currently provides broker of record services for the County's 529 plan with American Funds and we would continue in that capacity if awarded the contract by the County.

## **X. EDUCATION and FINANCIAL COUNSELING SERVICES**

### **1. Describe your organizational philosophy/approach to participant education services.**

Our philosophy at Voya is to become a lifelong partner with customers and plan sponsors, helping them to build, manage and protect the products and services they need to achieve their financial goals – and their retirement dreams. That philosophy is supported by our firm understanding that this is the County's Retirement Program and Voya serves as a key business partner to help the County execute on its vision.

We develop and deliver a comprehensive multi-faceted approach so all employees can access information about the plans and their accounts in the manner most comfortable and convenient for them.

Our approach focuses on the employee's entire lifecycle, from initial enrollment, to ongoing participation and the importance of asset allocation and diversification, to making an informed retirement decision. Throughout this process, our local team evaluates the results of our communication efforts and makes changes as appropriate to ensure the continued success of your plans.

Key elements of our standard communication and education package include:

- One-on-one employee consultations and meetings
- Group enrollment and education presentations
- Financial education, investment and retirement planning seminars
- Plan materials including enrollment materials
- Promotional materials including posters and payroll stuffers
- Internet site providing 24-hour access
- Call center staffed with trained CSRs
- Interactive educational software and retirement and financial planning calculators
- Scenario planning kits, including model investment portfolios
- Newsletters
- Customized investment information, including fund one-pagers and lifestyle brochures
- Special mailings and statement stuffers, including pension reform opportunities and Internet access brochure
- Targeted seminars on a variety of specialty topics

### **2. What training is provided to onsite representatives before they are allowed to interact with individual participants?**

Your local registered representatives must attend extensive in-house and ongoing training courses on various retirement and regulatory topics prior to interacting with participants. Representatives also participate in a rigorous and comprehensive monitoring program (internal and external) to ensure they are meeting established quality standards to ultimately exceed customer expectations.

### **3. Do you monitor and/or record calls/e-mails of onsite representatives? If so, how long are recorded calls retained? If a call/e-mail-related issue arises, how do you respond to the issue with the participant and with the County?**

No. Voya does not have the capability to monitor and/or record calls and email for our onsite representatives. We track our discussions with the County's participants through a documentation process and report trends, topics and/or concerns through our onsite interaction with plan participants.

Voya realizes that a positive and effective relationship is a key driver of customer satisfaction, therefore, we pride ourselves on our flexibility to meet customer needs. We would promote open communication regarding necessary performance expectations and match those expectations with appropriate team member skill sets.

In the unlikely case that there is dissatisfaction with the performance of a client relationship manager onsite representative, Voya would discuss the situation with the County and make an appropriate change.

**4. How does your organization assure that onsite representatives provide objective and unbiased product information?**

All of our onsite representatives are FINRA-licensed registered and have extensive experience in the retirement industry. Additionally, all representatives' communications (including email and written correspondence) and transactions are continuously reviewed by our local compliance team as well as supported by our home office personnel. Annually, a compliance inspection will be conducted of all representatives will be executed.

**5. The County requires vendors to develop and implement an annual education plan to provide investment and financial wellness education to plan participants. A copy of this plan is requested in Section XIII. Can this plan be customized at the request of the County?**

Yes. The annual communication and education plan can be customized at the request of the County.

Please refer to Appendix G for a sample annual communication plan.

**6. Do you offer education programs specifically designed for retirees and/or pre-retirees? If so, describe.**

Yes. We have utilized employee newsletters, retiree specific mailings, payroll stuffers and the placement of articles within retiree association newsletters to communicate both the services available to retirees and the benefits of retaining a participant's account within the plan. As such, Voya will work with the County to determine the best method of communicating with retirees as to the services available to them to ensure that the broadest audience is addressed and the greatest impact is achieved for the Plans' retirees.

**7. How do you measure the success of your group education programs? Provide an example of your education effectiveness tracking.**

To ensure that we are delivering the appropriate level of education and service to participants, we utilize several different methods to measure the effectiveness of our education programs.

- *Periodic participant satisfaction surveys.* We conduct surveys on two levels; on an aggregate basis for all our defined contribution plans, and customized surveys on a plan-specific basis.
- *Meeting and presentation feedback.* We track the attendance at group meetings and presentations, and in the future will request attendees to complete an anonymous seminar evaluation. This allows us to determine whether we are reaching enough participants, whether the topics are appropriate, whether other topics are desired and the effectiveness of our speakers.
- *Periodic review of plan demographics.* We track plan trends to determine: participation levels (by department, by age, by gender); asset allocation (number of funds utilized by participants, frequency of investment changes); average deferral rates (to ensure that once participants are enrolled, they continue to take full advantage of the plan), and utilization of optional plan features (e.g., number of participants electing catch-up, number of hardship and unforeseeable emergency withdrawal requests).
- *E-talk surveys for our call center.* Participants that speak with CSRs are encouraged to take an electronic survey to help us measure the quality and responsiveness of our associates and the information provided.



**8. Do you provide investment advice to participants? If so, describe your process, mode and scope of advice. If you provide investment advice, what fiduciary responsibility do you assume? Do you offer the advice in-house or via a third party?**

Yes. Voya offers investment advisory services through Morningstar Associates, LLC an unaffiliated, independent investment advisor, and a wholly owned subsidiary of Morningstar®, Inc. Morningstar Retirement Manager's offers both online advice and tools (Managed by You) and Morningstar's managed account services (Managed by Morningstar).

**Managed by You** – Provides objective online investment advice from the investment options available under the County's plans. There is no charge to the sponsor or participants for this service. Features include:

- Research and reports about the plan's available investment options;
- Tools to help participants set retirement goals and strategy recommended asset mix;
- Specific, independent, objective and professional investment advice to help participants create a diversified portfolio; and
- Personalized investment option recommendations that factor in a participant's unique financial situation and savings objectives.

**Managed by Morningstar** – This is a managed account program which is available to participants who would prefer to have Morningstar actively manage their account. Participants who enroll in this service receive a personalized retirement strategy, discretionary asset management, and ongoing oversight to help them meet their retirement goals. This service is ideal for employees who lack the time or desire to actively manage their retirement account.

Participants who select this service would be charged an annual fee of 0.50 % (0.25% to Voya, 0.25% to Morningstar). Morningstar Associates would in turn assume responsibility for monitoring participants' accounts on a quarterly basis and execute appropriate transactions on the participants' behalf.

Voya is proposing to serve the plan as a non-discretionary provider of bundled administrative, recordkeeping and investment services. Even though we will be serving the plan in a non-fiduciary ministerial service provider capacity, in providing such services we will agree to adhere to the prudent man standard of care that is required of fiduciaries. In other words, we will agree to perform our responsibilities with the care, skill, prudence and diligence under the circumstances then prevailing that a reasonably prudent person acting in a like capacity and familiar with such matters would use in an enterprise of like character.

Morningstar Associates, a wholly owned subsidiary of Morningstar, Inc., and the registered investment advisor under which investment advisory products and services are offered, agrees to act as a fiduciary as that term is defined in Section 3(21) of ERISA, with respect to the investment advice and recommendations it provides to plan participants.

Please refer to Appendix H for more information on Morningstar's Retirement Manager services.

**9. What financial planning assistance does your organization provide to individual participants? How do you incorporate non-457 Plan assets into a participant's individual financial analysis if requested? Do you provide education tools or programs designed to support overall retirement and general financial planning items, including IRA rollovers, retirement accumulation, retirement distributions, debt management, college savings, etc.?**

The County's employees have access to onsite financial advisors from Voya Financial Partners, by phone or in-person for holistic financial planning – looking at personal financial goals in combination with retirement income goals, as well as protection considerations and estate planning. Each year, they can complete a free personal financial plan that accounts for retirement at the household level.

For those with more complex financial situations, a comprehensive financial plan is also available. All of the participants' income sources will be taken into account in these holistic financial plans.

Finally, the Participant Website features the Personal Financial Dashboard at no additional cost— giving your employees access to a self-service online, holistic life planning and the budgeting tool gives your employees the opportunity to create a personal financial dashboard that allows them to see their financial life in a single, comprehensive view. Through a series of guided steps, they will be able to organize their finances to create an aggregated view of not only their retirement and other savings accounts, but also their current household expenses if they choose to provide that information. Employees have choices about how much or how little data they can enter in order to create their personal financial website. The data can then be used for "what if" analysis and creation of action plans in the online workshops. Multi-media educational content is included in the website making it easy to follow and learn about key financial topics.

Initial feedback from our participants demonstrates significantly improved customer engagement and outcomes after using this exciting new planning tool:

- 88% of customers who responded to the PFD survey indicated they know where they stand in terms of being prepared for retirement
- 79% said they know what steps to take to improve their retirement outlook
- 83% of customers said they are considering taking action or have taken action based on their use of the tool and action plan provided.

Please click on the following link to view a video overview of the Personal Financial Dashboard: [PFD Overview](#).

When creating a full financial plan, all financial statements are requested using the Documents Needed List. Everything from credit card statements, tax returns, mortgage statements, car insurance, home owners insurance, etc. is taken into consideration. All information is imputed into the Money Guide Pro software and advised.

We utilize financial education to large groups through the use of seminars. Last years' topics included Social Security, Medicare at Retirement, Women and Investing, Behavioral Finance and Asset Allocation, Retirement Plan Distributions. Once the seminar is complete, attendees are called and encouraged to come in for a one-on-one appointment to discuss their personal situations.

**10. Do you sub-contract or maintain other business relationships with outside companies for financial planning/education? If yes, describe the due diligence process for selecting and monitoring these relationships and the types of services the outside company(ies) provides.**

No. The only outside vendor used at this time is John Coppola, an estate planning attorney. John Coppola has worked with Don Walters, CFP (R) professional, and his personal clients since 2000. John offers all participants a free complimentary appointment to discover their need. Attorney's fees are paid by participant if they choose to work with him.

**11. The County requires that your onsite representatives be available for one-on-one investment/financial planning meetings with participants. Describe your ability to manage meeting requests and how you measure the success of your one-on-one interactions with participants. Also include the days of the week and times that this service will be available to employees.**

Voya would like to implement an online appointment scheduler for participants to use for setting up a one-on-one meeting with an onsite Voya representative.

Provided below is a screenshot of what the participant would see:

The screenshot shows a scheduling interface for a retirement office appointment. On the left, there is a sidebar with the text: "Voya Plan Representative", "Please follow the instructions to schedule time with an advisor.", and "Thanks. Your Voya Financial Advisor". The main area is titled "Pick a date and time". It displays the "Retirement Office" location as "2100 Clarendon Boulevard, Suite 504 Arlington, VA 22201" and the "Duration" as "20 minutes". The time zone is set to "United States, Eastern (GMT-4) (DST)". A calendar for April 2016 is shown, with the 21st highlighted. To the right of the calendar, a list of "Available starting times for Thu, Apr 21, 2016" is provided, with "2:00 PM" selected. A "Next" button is located at the bottom right. Below the calendar, the "Selected time" is confirmed as "Thu, Apr 21, 2016, 2:00 PM - 2:20 PM (GMT-4) (DST)".

Our team is very flexible in offering days, times, and locations of service for County employees.

**12. Describe the process of a typical individual consultation (investment advice and overall financial planning), including the fact finders, investor questionnaires, allocation and diversification tools, etc. that may be used to help provide guidance to County employees.**

The process of a typical individual consultation with a County employee usually begins with an investment consultation. County employees usually meet in one of the Voya offices located at Courthouse Plaza, unless the meeting is being held at one of the work sites (Police Station, Firehouse, Trades, etc.). In Don Walters' office, the presentation is made using a 32 inch flat screen so that plan participants do not have to huddle over a small computer screen. The participants account is opened on the advisor site and each account (401a, 457b, DROP) is reviewed in the following manner:

**1) Beneficiaries**

Updating beneficiaries is a big push for us because on numerous occasions participants believe they have been updated once they submit their beneficiary designations to the Human Resources Department. During each appointment we go through each account and make sure they are up to date. If they are not, we show them how to make changes through their online Voya account or if they prefer, we have them fill out the beneficiary form while in the office and submit it for them.

**2) Current Investment Allocation**

Voya spends time reviewing the current allocation and how it matches up with their retirement timeline. If the participant seems unsure of why they selected their investment line up or is unhappy with their performance results, we encourage them to do a risk tolerance questionnaire or we use Riskalyze software.

Riskalyze is unlike the traditional risk tolerance questionnaire because participants see an actual dollar amount that can be lost or gained dependent upon their asset allocation. From experience, someone with a \$300,000 account may say they are comfortable with a 20% loss, until they realize they would experience a \$60,000 loss. Once the Riskalyze questionnaire is complete, a number is generated that is called a Riskalyze number, for example a 51.

A 51 would be a moderate portfolio. When we import the participants current portfolio into the software, it shows how it matches up. For example, if the imported current portfolio shows a Riskalyze number of 79 (aggressive) but the questionnaire shows a 51 (moderate), we begin to make changes to the portfolio to line it up to a 51 Riskalyze number. When we perform our quarterly reviews we can pull up their Riskalyze number and make sure their portfolio stays right in line. All reports are saved and either emailed or printed and handed to the participant.

### 3) Retirement Projection

Once the beneficiaries are checked, the current allocation is analyzed, next we do a retirement projection. Using Apple TV and an Ipad a financial calculator (HP 10 II) is displayed on the television. We calculate the participants future cash value by taking into account their present account value, contributions per pay, rate of return, and number of years until retirement. We then run numerous scenarios by changing the input variables.

Once the accounts are analyzed, we ask about family dynamics such as: is there a working spouse, college planning for kids, parents or siblings that are financially reliant, etc. We also ask about and other outside retirement savings and pensions that may be available, have they had a pension estimate run by Arlington County, when do they plan on applying for Social Security, etc. After a brief question and answer session, the participant is encouraged to go through the financial planning process.

If the participant is interested in doing a full financial plan, they are emailed or handed a retirement planning kit. We explain to them that in order to have an effective financial planning appointment they need to gather all items and that the next appointment will consist of an 1 1/2 - 2 hour question and answer session. The kit consists of a Documents Needed list, a Cash Flow Analysis worksheet that can be emailed over in excel format, and a risk tolerance questionnaire to be completed by their spouse. In the past we used a fact finder tool, but from our experience plan participants rarely completed it because they could never find an opportune time to fill it in. In many cases, the participant never returned for the next appointment because they felt they weren't prepared without having completed the fact finder. Now, we have them simply have them gather all of their documents and bring them in for the next appointment. During that appointment we complete a fact finder during a 1 1/2 hour to 2 hour question and answer session with both spouses present (if applicable).

### Money Guide Pro software

With documents gathered and questions answered, we then input all of the information into our Money Guide Pro software. Money Guide Pro is Monte Carlo software that measures risk 10,000 different ways and gives a probability of success (confidence level). The ideal scenario is to have a confidence level between 70% - 99%. If the confidence level is below that threshold, we start to identify what is truly important to the participant and where can changes in spending and behavior be made to increase the probability of success. The completed Money Guide plan is saved and when we schedule our quarterly investment reviews it is revisited. The Money Guide Pro software is integrated with the Voya Smartworks platform. This is important because any investment accounts held by Voya [401(a), 457(b), DROP] and many IRA accounts assigned to the Arlington Voya Team (Karen, Bryant, Steve, and Don) are imported daily. This is a good feature because when we do our quarterly reviews we are always working with current numbers as of the previous day market close.

### Social Security Timing Software

Another tool used is Social Security Timing Software. Don Walters, CFP (R) professional, is extremely well versed in Social Security benefits and Medicare Planning. During his 8 year tenure in Washington, DC he spent several years advising clients on Claim and Suspend Strategy, Restricted Application Filing, Widows Benefits, etc. He has developed and presented seminars on each topic throughout the District of Columbia Agencies and continues to do so in Arlington County Government.

Social Security Timing analysis is part of the planning process. When a participant brings in their Social Security statement, their name, work record, and date of birth is entered into the software. Several assumptions are made regarding life expectancy, inflation rate, and real rate of return. The Social Security Software calculates several hundred claiming scenarios that a participant could implement using Claim and Suspend strategy or Restricted Application strategy. If a participant has deceased spouse, Widow Benefit calculations can also be calculated. All reports are printed and handed to the participant and saved for future review.

**13. What would be the hours for the onsite team provided as part of this contract? Office hours? Phone/E-Mail consultation hours?**

Voya's intent is to continue with the current onsite staff. The current schedule is as follows and we welcome the opportunity to discuss the County's needs/desires to amend the schedule.

- CHP: Monday – Friday, 8:00 a.m.-5:00 p.m. with availability to meet earlier or later. Weekends are available upon request.
- Parks Building- Trades Center: Wednesday and Thursday every week from 6:00 a.m. to 4:00 p.m. with availability to meet earlier or later. Weekends are available upon request.
- Police Dept: Third Tuesday of the month. 9-5
- Fire Academy: Second Wednesday of the month from 7:00 a.m. to 4:00 p.m.
- Dept. of Human Services: On location two to three times a week.
- All 10 Fire stations- negotiated schedule.

**14. What educational content is available (and from what source) on your participant website? Can your participant website aggregate participant assets from sources outside of the 401(a)/457 Plan (example: IRA assets, common stock, etc.) for an understanding of the participants total retirement picture? If so, describe the capabilities.**

Voya offers a variety of web-based tools to assist plan participants in preparing for retirement. All web-based tools are available at no additional charge.

**Web-Based Tools**

**myOrangeMoney**<sup>®</sup> – Planning tool that prominently illustrates a participant's retirement savings as future monthly income. After an account holder enters their age and annual income, a large dollar bill appears, showing their savings as estimated future monthly income potential based on their current account balance, growth of future employee and employer contributions, outside assets or future income entered by the participants, and Social Security income. **myOrangeMoney** also establishes a monthly income goal, based on current age, anticipated retirement age, and a target income replacement ratio of 70%, which can be personalized by the user. Plan participants can then model and change their contribution amount(s) directly from this view to demonstrate the immediate impact of their contributions on their ability to generate future retirement income. This view on the homepage becomes the command center from which all savings decisions are made and plan activity is done, highlighting the impact of actions on savers' ability to retire in the future.

- In addition, **myOrangeMoney** seamlessly links to other more comprehensive retirement readiness planning offerings, including personal financial planning and budgeting dashboard that enables users to organize, integrate and manage all of their financial information in one place. The dashboard supports the growing trend and need for financial advice, guidance and holistic planning services available through the workplace. It enables individuals to populate their financial information and connect various accounts — such as checking, savings, credit cards, mortgage, insurance and retirement. The dashboard also allows users to set goals, monitor progress, create budgets, track spending, learn more about possible solutions and receive assistance or advice.



Information is updated automatically so users always have a current and comprehensive view of their financial picture.

- **Personal Financial Dashboard** - is a free self-service, online, holistic planning tool provides an actionable plan for retirement, budgeting, and college savings or another major savings goal. Available to all your employees, it will allow individuals to establish and manage their total financial picture, at a household level, and run retirement income and personal financial goal assessments as well as receive guidance on how to improve it.
- **Asset Allocation Guidance** – Offered as a component of Voya's Participant Website, our Asset Allocation Guidance tool assists participants in determining an asset allocation strategy that may best suit their needs. The tool presents participants with a brief risk tolerance questionnaire to help identify what type of investor they may be. The results of the questionnaire identify one of five model portfolios and explain the risk profile of a typical investor. Each model provides suggested allocations at the asset class level. Participants can use these allocations as guidelines to help diversify their investment selections.
- **Voyacompareme.com** – This tool makes it easier for individuals to see how they compare to others like themselves on a wide range of saving, spending, investing, debt and personal finance matters. The tool relies on responses from site visitors and provides an objective way for users to gauge their financial planning progress and, ultimately, take action.
- **My Retirement Outlook<sup>®</sup>** – This calculator assists employees in deciding if they are on track pursuing their retirement financial objectives. My Retirement Outlook compares how much is needed during retirement with the amount that may be available. In doing so, it integrates three common retirement income streams—pension, Social Security, and personal savings—into a holistic analysis.
- **The INCOMEWIZARD<sup>®</sup>** – This calculator focuses on retirement income and helps participants make the connection between what they are saving today and the potential income generated from those savings in their retirement years. After providing some personal information, a participant can view an estimate of their retirement nest egg, as well as the income that it could generate. The INCOMEWIZARD also encourages participants to test different scenarios, such as saving more, earning a different rate or return, or retiring later.
- **The Monthly Income Estimator tool** – A web page that displays the participant's current balance in terms of monthly income at retirement using basic calculation assumptions. Should the participant want to take the tool a step or two further, we provide the ability for the participant to perform quick "what if" scenarios to model estimated future monthly income by, for example, showing the impact of a contribution increase.
- **eMoney** – We have partnered with eMoney for aggregation, online workshops, creation of an action plan and a personal financial dashboard, and Money Guide Pro as the core planning tool used by our advisors, supplemented by proprietary educational content and delivery.
- **Interactive Financial Calculators** – A series of easy-to-use calculators are available to assist participants in making the decision-making process easier:
  - ⇒ **Investor Type** – determines investment personality and suggests model portfolios
  - ⇒ **Roth Contribution Comparison** – compares contributions from a traditional retirement plan (non-IRA) to a Roth retirement plan (non-IRA)
  - ⇒ **Retirement** – performs simple retirement needs analysis
  - ⇒ **Income needs** – performs income analysis for different time frames and rates of return
  - ⇒ **College** – estimates the cost of college
  - ⇒ **Life Insurance** – estimates the amount of life insurance needed
  - ⇒ **Tax deferral** – compares investments with different tax characteristics
  - ⇒ **Financial objective** – determines how much you will have in the future or how much you need to save today
  - ⇒ **IRA eligibility** – illustrates eligibility for traditional and Roth IRAs
  - ⇒ **IRA Comparison** – compares traditional and Roth IRAs
  - ⇒ **After tax/Equivalent yield** - compares taxable and tax-advantaged yields on investments

**Software Tools** (available through your Voya registered representatives)

- **Voya Financial Healthcheck** – This proprietary needs analysis tool allows Voya representatives to analyze a participant's entire financial picture and identify any shortcomings in current savings strategies. Separate modules allow for review of net worth, monthly budget, education funding, paycheck, retirement needs, capital needs (life insurance), and maximum allowable contributions.



Healthcheck includes estimates of Social Security benefits (if applicable), and pension benefits from state (public) retirement systems. Detailed reports explain the analysis and provide specific suggested actions.

**15. What other participant education/financial planning tools are available that are not detailed elsewhere in your response to this RFP? Indicate which tools are online.**

Voya also offers a series of financial and life-planning seminars available for in-person delivery or directly to your participants anytime, anywhere via the Internet. Topics are available as 30-40 minute in-person sessions and 15-20 minute online sessions including a PowerPoint presentation, worksheet and audio.

Voya Seminars

**In Person Seminars** -- presented with a PowerPoint presentation to encourage active participation; to make the information more personally relevant, an individual worksheet is included.

**Online Electronic Seminars** -- available using Brainshark, an interactive Internet-based communications tool. The content is delivered in an indexed and segmented format, allowing the viewer the ability to quickly search for and locate information of interest without viewing the entire seminar. These online seminars are available at all times of the day, and allow for tracking to provide feedback information on usage.

**Basic Investment Information**

- **Retirement Planning for Women:** How you might save more and spend it longer.
- **Asset Allocation:** Strategies for a well-balanced investor.
- **Staying The Course:** Staying focused on your retirement objectives and learn how to weather the ups and downs of the stock market.

**General Financial Information**

- **Budgeting:** Managing income and eliminating debt.
- **Estate Planning Basics:** Put your house in order.
- **Teaching Children About Money:** Use games and activities to teach children of all ages how to recognize and count money and make financial transactions.

**Rollover and Retirement Information**

- **Job Dislocation:** Managing the financial impact of unexpected job loss.
- **Pre-Retirement Planning:** Plan ahead for retirement, length of the journey, expenses might be incurred and how to achieve a retirement income.
- **The Road to Your Retirement:** Managing retirement income possibilities.
- **Sandwich Generation:** Planning for college, your retirement and the needs of aging parents.
- **Cracking the Nest Egg:** Transitioning from accumulating retirement assets to taking income distributions.
- **Retirement Rollover Options:** To move, or not to move.
- **Graduating to Retirement -- DROP Benefits:** Benefits and electives available through a Deferred Retirement Option Plan that may offer flexibility and assistance in reaching retirement objectives.
- **Destination: Retirement:** Explore the possibilities.
- **Retirement Readiness:** Looking at the road ahead.

Additionally, where time has been allocated, we offer two 60 minute seminars on Asset Allocation and Retirement Readiness for use in large group settings. These two seminars use a "Myth vs. Reality" format to help participants dispel popular falsehoods and learn the true financial realities. Workbooks accompany these two group seminars.

All seminars are designed for educational purposes only...there is no product push and in fact, product is only mentioned as it relates to a category (e.g., universal life vs. whole life insurance) to help the participant understand differences.

**XI. COMPENSATION, EXPENSES AND FEES**

1. Provide the annual overall revenue your organization would require to operate the County's Plans based on current assets and expected flows. Also provide the annual required revenue should the County choose to not use your organization to provide on-site representatives for education services (Task 9). List any impacts to fees should the County not wish to use your proposed Capital Preservation Investment Option. An example matrix is provided below. Please use the charts below in your response and present the fee in % of assets, as well as total revenue expected per year. Please assume assets will increase annually only by current contribution rate.

**NOTE: Question 1 revised to reflect information requested for three scenarios on November 3, 2015.**

Please note that the basis point fees in the charts below reflect our proposed pricing with and without education services. However, the total expected revenue in dollars is for illustrative purposes only, as it does not reflect key considerations, including asset growth, surrender activity, contribution changes, etc.

Voya's proposed fee for each scenario with Task 9 contracted is as follows:

Contract Term	Stabilizer	Voya Fixed Account	Voya Stable Value
Years 1 - 10	0.175%	0.070%	0.165%

Assuming 0.09% is derived from the mutual fund investment lineup, or 0.065% on all assets, Voya's proposed fee for each scenario is as follows:

10-Year Fee Summary	Task 9 Contracted (% Fee)		
	Stabilizer	Voya Fixed Account Plus III	Voya Stable Value Fund or another suggested Outside Stable Value *
Year 1/Implementation	0.110%	0.005%	0.100%
Year 2	0.110%	0.005%	0.100%
Year 3	0.110%	0.005%	0.100%
Year 4	0.110%	0.005%	0.100%
Year 5	0.110%	0.005%	0.100%
Year 6	0.110%	0.005%	0.100%
Year 7	0.110%	0.005%	0.100%
Year 8	0.110%	0.005%	0.100%
Year 9	0.110%	0.005%	0.100%
Year of Contract Termination	0.110%	0.005%	0.100%

\* Voya has not proposed a scenario with an Outside Stable Value investment option.

Please note that we have researched the provided fund lineup and some of the funds may not be available to Arlington County. Voya will work with the County and Rogers Financial to finalize a mutually agreed upon investment menu.

Voya's proposed pricing includes three onsite licensed representatives (including at least one CFP) and one onsite administrative support position. In addition, Voya will not charge a fee for loan origination and/or maintenance, QDRO's, or any other distribution from the Plan.

**Additional information on each stability of principal option:**

**Stabilizer**

Current Stabilizer Fee = 0.95%

Current Net Crediting Rate = 2.00% (for the period of January 1, 2016 to March 31, 2016)

Proposed Stabilizer Fee = 0.33%  
Proposed Net Crediting Rate = 2.60% (for the period of January 1, 2016 to March 31, 2016)  
Current wrap provider = Voya Retirement Insurance and Annuity Company

Data below is as of 12/31/2015:

Duration = 3.89 years  
Portfolio Yield = 2.43%  
Market Value = \$159,502,839.69  
Book Value = \$156,436,118.58  
Market/Book Ratio = 102.0%  
Average credit quality of underlying portfolio = AA+

**Voya Fixed Account**

Proposed crediting rates: 3.00% through 2017, 2.75% In 2018, 2.50% In 2019, and the prevailing crediting rate thereafter (currently 2.10%).

Guaranteed Minimum Interest Rate: 1.00%

**Voya Stable Value Fund**

Current crediting rate as of November 30, 2015 is 1.24%

2. **Please attach a schedule of all additional (if any) expenses that may be associated with implementing the scope of services of the proposed contract that are not accounted for within your response to Question 1. Please include at a minimum any expenses related to: Regulatory Plan Changes, County Initiated Plan Changes, Plan Level Fund Changes, Fund Change Notices, Fee Disclosure Statements, Plan Level Termination/Transfer, Participant Directed Distributions (including loans), Participant Transaction Fees, Participant Surrender Charges, Participant Sales Charges, etc.**

**In your schedule, identify if the expense is:**

- a. **one time or on-going**
- b. **performance adjustable charge**
- c. **breakpoint impacted**
- d. **discount oriented**
- e. **participant paid (direct or account adjustment)**
- f. **plan sponsor paid (billed and billing frequency)**
- g. **guaranteed (and length of guarantee)**
- h. **absorbed in determining daily investment share/unit value**

**Fees for optional services, if selected by the participant:**

- \$50 annual fee for users of the TD Ameritrade Self-Directed Brokerage Account (SDBA) (account adjustment)
- Managed by Morningstar, if applicable, 0.50% annual fee, deducted quarterly
- \$50 stop payment or wire; EFT and ACH credit is provided at no additional cost to participants
- Redemption fees as imposed by the underlying mutual fund(s) as a result of withdrawals, transfers, or other fund transactions initiated by a participant



**3. Please provide, if any, proposed reductions in your annual required revenue requirements based on asset growth.**

Voya reviews the plan characteristics on a regular basis. This review includes an analysis of plan experience, including such factors as plan participation, assets, cash flow and surrender activity. As part of this review process, we compare the actual experience of the plan with our expectations; this enables us to adjust our administrative charges in the event that there are any significant plan experience variances.

**4. Explain how the representatives of your company (i.e. onsite representatives, those who conduct education and/or enrollment meetings, etc.) receive incentive-based compensation (i.e. commissions, bonuses or performance-based compensation).**

Our representatives are paid via salary.

**5. Would your organization permit representatives to conduct outside business while servicing this contract (if allowed by the County)? Would representatives have any quotas to conduct outside business (e.g. IRA's, Life Insurance, Disability Insurance, Investment Accounts, etc.) while servicing this contract?**

Yes, representatives are able to conduct outside business (upon approval from the County) while servicing this contract as it pertains to working with the employees of the County in their financial planning process. No, there would be no quotas for this extraneous business.

**6. How long will you guarantee your required revenue?**

Our required revenue would be guaranteed for the life of the contract.

**7. Describe how revenue generated that is in excess of your annual requirement will be shared back to the Plan.**

Voya has a very open and transparent pricing philosophy. Voya will state fees in terms of clear minimum required revenue for bundled services (including conversion, record keeping and administration, communication and education, investment management and investment advice). Voya can make available to the Plan certain revenue it receives from third parties for services rendered on behalf of the plan in excess of Voya's fees. Such revenue shall include 12b-1 fees, sub-transfer agency fees, and any administrative service fees paid to VRIAC or its affiliates by the mutual fund companies.

**8. Briefly describe the method for reimbursing the plan for other administrative plan expenses, including a description of those expenses. Can all revenue sharing be placed in a plan account from which the County can direct payment of plan expenses?**

Excess revenue shall be distributed to the plan and allocated in accordance with the plan direction except to the extent the plan directs us to make available this "excess revenue" in a plan Expense Reimbursement Account ("PERA") to pay reasonable expenses of administering the plan.

**9. Provide an explanation of your fee and revenue sharing reconciliation. How frequently will the reconciliation be provided to the County?**

Voya's proposal requires the use of Voya Stabilizer as the capital preservation option and a revenue requirement of 0.175% from all investment options. Our proposed menu currently generates the required revenue amount. Voya calculates the plan-level fund revenue on a monthly basis and at the end of each quarter, there may be a resulting surplus or deficit. A surplus indicates that Voya has received excess revenue for that plan and will make that surplus available for the payment of plan expenses or reimbursement to participants with sponsor direction. A deficit indicates that Voya is owed additional fees to cover the cost of administering the plan, and we can either bill the County or assess an asset based fee to the participants to cover the shortfall.

**10. The County requires performance guarantees for services provided. Do you guarantee performance? If so, describe.**

Yes. Our guarantees are described below:

Service	Performance Standard(s)	Annual dollars paid if standard is not met.*
<b>Participant Satisfaction</b>	<ul style="list-style-type: none"> <li>Annual survey conducted to solicit participant feedback regarding the plan, investment options, and services. Conducted within 45 days of the close of each contract anniversary date.</li> </ul>	\$5,000
<b>Phone Response Time</b>	<ul style="list-style-type: none"> <li>Standard response time objective is an average speed of answer within 40 seconds or less.</li> </ul>	\$5,000
<b>Administrative Performance</b>	<ul style="list-style-type: none"> <li>Contributions applied to participant accounts as of good order receipt date.</li> <li>Participant distribution requests processed as of good order date and payment mailed/electronically transferred within five business days of receipt in good order.</li> <li>Quarterly plan sponsor reports available within 15 days of quarter end.</li> </ul>	\$5,000
<b>Participant Statements</b>	<ul style="list-style-type: none"> <li>Mailed within 15 calendar days after quarter end.</li> </ul>	\$5,000
<b>Education Services</b>	<ul style="list-style-type: none"> <li>Voya will work with the County to develop a plan to satisfy all educational needs, including group education and enrollment meetings, investment and retirement counseling seminars.</li> </ul>	\$5,000

\*Voya measures performance against standards for all our defined contribution clients. Should the County determine our service does not meet the standards described above, they may provide Voya with written notice within 30 days of the service deficiency. If Voya fails to resolve the deficiency within 30 days, the County may request the service guarantee be paid not to exceed \$100,000 annually for all combined service deficiencies.

**11. Are you willing to generate your record keeping revenue on a hard dollar per participant (or Plan) basis rather than as a percentage of asset basis? If so, what is the fee?**

Voya's proposed record keeping revenue requirement is based on a percentage of assets, however, we would be willing to discuss a hard dollar per participant fee with the County.



**12. Do you or your representatives receive compensation, revenue or services from any source (e.g., unrelated vendor, consultant, broker-dealer) that could affect your ability to serve retirement plan clients or otherwise create the appearance of a conflict of interest? If so, describe.**

No.

| XII. ~~SAMPLES / DOCUMENTS~~ (NO ADDITIONAL SAMPLES/DOCUMENTS REQUIRED FOR BAFO)

## Attachment D

### PLAN SPONSOR INVESTMENT ADVISORY ACCESS AGREEMENT

This Plan Sponsor Investment Advisory Access Agreement ("Access Agreement") is between the Contractor and the County, the plan sponsor of the Arlington County 401(a) Defined Contribution Plan and Arlington County 457(b) Deferred Compensation Plan (collectively the "Plan"). This Access Agreement is effective on the date of execution of the Main Agreement by the County.

#### BACKGROUND

- A. The County maintains the Plan, and has entered into the Main Agreement with the Contractor to provide investment options, recordkeeping and/or other administrative service to the Plan; and
- B. Morningstar Investment Management LLC ("Morningstar") has developed proprietary, independent investment advice ("Managed by You") and managed account ("Managed by Morningstar") services, which are provided over the Internet through the Morningstar Retirement Manager<sup>SM</sup> platform ("Retirement Manager"); and
- C. The Contractor has entered into agreements with Morningstar to allow the Contractor to provide access to Retirement Manager services for participants of the Plan in which the Contractor acts as investment product provider and/or recordkeeper (the "Morningstar Agreements"); and
- D. The County desires to make available Retirement Manager services to participants in connection with the Plan; and
- E. The County and Morningstar have entered into a separate agreement, the Plan Sponsor Investment Advisory Services Agreement (the "Advisory Services Agreement"), to provide Retirement Manager services to the Plan; and
- F. Pursuant to the Advisory Services Agreement, Morningstar will enter into an agreement with Plan participants (the "Participant Advisory Services Agreement") to provide them with investment advisory services through Retirement Manager.

The County and the Contractor, in consideration of their mutual promises and covenants contained herein, and of other good consideration duly received, hereby agree as follows:

#### 1. CONTRACTOR'S SERVICES

##### 1.1 Set-up and Maintenance

- (a) Set up services with Morningstar.
- (b) Refresh Plan business rules, participant information and profiles with Morningstar.
- (c) Provide standard reporting on participant activity.
- (d) Sponsor and participant customer service support services.

##### 1.2 Retirement Manager Services Access. The Contractor hereby agrees to facilitate the County's participants'

access to Retirement Manager services provided by Morningstar. Only participants for whom the Contractor maintains account records shall be entitled to access Retirement Manager.

- 1.3 Limited Duties.** The Contractor's duties under this Access Agreement are limited to facilitating access to Retirement Manager services and providing related administration and recordkeeping services. The County agrees and acknowledges that the Contractor is not providing any investment advice under this Access Agreement and that the Contractor is not responsible for any losses or claims arising or alleged to have arisen from the provision of investment advice by Morningstar.

## **2. COUNTY RESPONSIBILITIES**

- 2.1 Provision of Data.** The County agrees to provide accurate and timely Plan and participant data and understands that the Contractor will transmit such data to Morningstar. The Contractor shall not have any liability for the County's failure to timely inform the Contractor or Morningstar, as applicable, of any changes to the Plan or participant data. Specifically, the County will:

- (a) Provide to the Contractor Plan information and rules that are necessary for set-up and prompt updates of this information if changes are made;
- (b) Promptly provide to the Contractor any changes to Plan investment options or transaction rules, and
- (c) For enrollment information transmitted through the Contractor's Payroll/Administration application or through other electronic means, the County accepts responsibility for the transmission of the participant's election to adopt the Managed by Morningstar service and further agrees to retain the signed participant enrollment form. In addition, the County agrees to make participant enrollment documentation available within 3 business days, or within prescribed timeframe requested by a regulatory agency.

- 2.2 County Representations and Acknowledgments.** In connection with making Retirement Manager available to participants, the County hereby represents that it has entered into an Advisory Services Agreement directly with Morningstar, pursuant to which the County acknowledged and, where necessary, consented to the following:

- (a) The data and advice are produced solely on the Plan and participant data provided to Morningstar by the Contractor and Morningstar is not responsible for any errors or omissions or incomplete data provided by the Contractor.
- (b) Retirement Manager services and the analysis, opinions and other information produced by Morningstar may only be used for purposes of assisting participants in making their retirement planning decisions and not for any other purposes.
- (c) If the County wishes to make a change to the investment options available for the Managed by Morningstar Service, it must provide the Contractor with forty five (45) days' prior written notice thereof. If custom data collection is required, an additional ten (10) weeks' prior notice is required to provide data collection and maintenance of such funds.

## **3. TERMINATION**

- 3.1 Automatic Termination.** The Access Agreement will automatically terminate upon written notice if (a) either party files a petition in bankruptcy, is adjudged bankrupt, or ceases to do business in the ordinary

course; (b) Morningstar's registration as an investment adviser terminates, or is terminated, suspended, withdrawn or restricted so as to substantially impede performance of Retirement Manager hereunder; (c) the Agreement between the Contractor and Morningstar expires or is terminated for any reason; or (d) the Main Agreement between the Contractor and the County expires or is terminated for any reason. In case of termination due to causes outlined in (b) or (c) above, the Contractor shall provide a replacement service to the County ensuring the continuity of service between Morningstar and its replacement. All costs of data transition between Morningstar and its replacement will be borne by the Contractor.

**3.2 Termination of Morningstar Agreement or Plan Services Agreement.** In addition to any other termination, this Agreement will terminate automatically upon the termination of the Morningstar Agreement between Voya and Morningstar or the Plan Services Agreement between Voya and Sponsor, or the full withdrawal/case surrender of all amounts invested with Voya under the Plan.

**3.3 Effect of Termination.** Upon termination of this Access Agreement for any reason, the County and participants shall no longer have to access to the Retirement Manager services. The Plan and Plan participants' obligations to pay any fees that accrue under this agreement before the effective date of termination, if applicable, will survive termination of this Access Agreement. Section 4 hereof also shall survive the termination of this Access Agreement.

#### **4. DISCLAIMER OF CERTAIN DAMAGES**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHICH MAY ARISE FROM THE PERFORMANCE, NONPERFORMANCE, BREACH OF WARRANTY, DEFAULT OR OTHER BREACH OF THIS AGREEMENT, EXCEPT FOR IN THE CASE OF INTELLECTUAL PROPERTY INDEMNIFICATION.

#### **4. MISCELLANEOUS**

**4.1 Disclaimer.** The County agrees that the Contractor makes no warranties or guaranties of any kind regarding Retirement Manager, including access to Morningstar's web site. The County shall not make any warranties or guarantees to participants with respect to Retirement Manager.

## Attachment E

### IRC SECTION 401(a) TRUST AGREEMENT- NON-ERISA PLAN

**THIS TRUST AGREEMENT** is effective as of the date of execution of the Main Agreement by the County, in its capacity as employer and as the party authorized and responsible under state or local law for maintaining the Arlington County 401(a) Defined Contribution Plan and Arlington County DROP Plan (collectively the "Plan"), and the Contractor, Voya Institutional Trust Company.

#### WITNESSETH:

**WHEREAS**, the County has adopted and maintains the Plan in accordance with the requirements of state law and Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code"), for the benefit of the employees therein described; and

**WHEREAS**, the County has established a trust constituting a part of the Plan, pursuant to which assets are held to provide for the funding of and payment of benefits under the Plan; and

**WHEREAS**, the County has the power and authority to manage and control the assets of the Plan; and

**WHEREAS**, the County has engaged an affiliate of the Contractor, Voya Retirement Insurance and Annuity Company (VRIAC), to provide recordkeeping services to the Plan; and

**WHEREAS**, the County wishes to appoint the Contractor as trustee of the Plan in accordance with the terms and conditions of this Trust Agreement;

**NOW, THEREFORE**, the County and the Contractor, each intending to be legally bound, agree as follows:

#### **SECTION 1 - ESTABLISHMENT AND OPERATION OF TRUST**

- 1.1 **Appointment and Acceptance of Trustee.** The County hereby establishes with the Contractor a trust consisting of such sums of money and such other property acceptable to the Contractor as shall from time to time be paid or delivered to the Contractor, and hereby appoints the Contractor as trustee with respect to the assets held pursuant to the Trust Agreement as such assets shall exist from time to time (the "Fund"). The Fund shall not include any property or asset other than the assets delivered to and accepted by the Contractor from time to time. The Contractor shall have no responsibility for any property until it is received and accepted by the Contractor, or for any property of the Plan not delivered to the Contractor and accepted by the Contractor to be a part of the Fund. The Contractor hereby accepts its appointment, acknowledges that it assumes the duties established by this Trust Agreement, and agrees to be bound by the terms contained herein. The County hereby acknowledges that the Contractor is an affiliate of the Recordkeeper (VRAIC) and VRIAC acts on behalf of the Contractor as its agent for purposes of carrying out the Contractor's responsibilities under this Agreement.
- 1.2 **Contractor's Responsibilities.** The Contractor shall receive and hold the assets of the Fund on behalf of Plan participants and beneficiaries in accordance with the terms of this Trust Agreement. The duties of the Contractor hereunder as a trustee shall be to act solely in accordance with the instructions of the County or Authorized Parties in accordance with Sections 2.1 and 2.2 of this Trust Agreement ("Authorized Instructions"). Nothing in this Trust Agreement is intended to give the Contractor any discretionary responsibility, authority or control with respect to the management or administration of the Plan or the management of the assets of the Plan. The Contractor, when

acting in its capacity as Trustee, is not a party to the Plan and has not duties or responsibilities with respect to the Plan design or Plan interpretation. In any case in which a provision of this Trust Agreement conflicts with any provision in the Plan, this Trust Agreement shall control.

- 1.3 Exclusive Benefit. Except as may be permitted by law, by the terms of the Plan, or by this Trust Agreement, at no time prior to the satisfaction of all liabilities with respect to participants and their beneficiaries under the Plan shall any part of the Fund be used for or diverted to any purpose other than for the exclusive benefit of the participants and their beneficiaries. The assets of the Fund shall be held for the exclusive purposes of providing benefits to participants of the Plan and their beneficiaries and defraying the reasonable expenses of administering the Plan and the Fund.
- 1.4 Limitation of Liability. Neither the Contractor nor its agents shall be liable for any acts or omissions of another person other than the acts or omissions of its own employees and agents. The Contractor shall not be responsible for the title, validity or genuineness of any property or evidence of title thereto received by it or delivered by it pursuant to this Trust Agreement.
- 1.5 Contributions. The Contractor shall receive contributions or other amounts for deposit to the Plan that are delivered to the Contractor or its designated agent for deposit to or for the benefit of the Plan. The County shall have sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan and for the transmittal of contributions or other amounts to the Plan. The Contractor shall have no duty or responsibility (a) to determine the amounts to be contributed or transferred to the Plan or on behalf of the participants of the Plan, (b) to collect any contributions or transfers to the Plan or to enforce the collection of any such contributions or transfers, or (c) for the adequacy of amounts deposited to the Fund to meet and discharge any of the Plan's liabilities.
- 1.6 Return of Contributions. Notwithstanding any other provision of this Trust Agreement: (a) contributions made by the County based upon mistake of fact may be returned to the County within three years of such contribution; and (b) as all contributions to the Plan are conditioned upon their deductibility under the Code, if a deduction for such a contribution is disallowed, such contribution may be returned to the County within three years of the disallowance of such deduction, provided that the return of contributions under this Section 1.6 may not violate any provision of the Plan. The Contractor shall return contributions under this Section 1.6 only in accordance with Authorized Instructions, and the Contractor shall have no duty to determine whether the return of such contributions is permitted under this Section 1.6 and the Plan.
- 1.7 Distributions. The Contractor shall make distributions and disbursements from the Fund solely in accordance with Authorized Instructions. The Contractor shall not have any responsibility or duty under this Trust Agreement to see to the proper application of any payment, to determine the tax effect of any payment, or to determine whether a distribution or disbursement to any person paid in accordance with Authorized Instructions is appropriate under the terms of the Plan and applicable law.
- 1.8 Compliance with Law. The Trust is intended to be tax-exempt under Section 501(a) of the Code and the County represents that it intends the Plan to constitute a qualified defined contribution plan under Section 401(a) of the Code.

## SECTION 2 - AUTHORITIES

- 2.1 Authorized Parties. The County shall, concurrently with the execution of the Main Agreement, furnish the Contractor with a written list of the names, signatures, and extent of authority of all persons authorized to direct the Contractor



and otherwise act on behalf of the Plan under the terms of this Trust Agreement. Such persons designated by the County to act on its behalf hereunder are "Authorized Parties". The Contractor shall be entitled to rely on and shall be fully protected in acting upon directions, instructions, and any information provided by an Authorized Party until notified in writing by the County of a change of the identity or extent of authority of the Authorized Party.

**2.2. Authorized Instructions.** All directions and instructions to the Contractor from an Authorized Party ("Authorized Instructions") shall be in writing, transmitted by mail, electronic mail or facsimile. The Contractor shall be entitled to rely on and shall be fully protected in acting in accordance with all such directions and instructions that it reasonably believes to have been given by an Authorized Party and in failing to act in the absence thereof.

### **SECTION 3 - POWERS AND DUTIES**

**3.1 General Powers and Duties of the Contractor.** In administering the Fund, the Contractor shall be specifically authorized to:

- (a) In accordance with Authorized Instructions, receive, hold and maintain custody of, and disburse assets of the Fund;
- (b) Hold securities or other assets in book entry form or through another agent or nominee, including without limitation in an omnibus account arrangement, provided that the Contractor's records indicate that such securities or other property are held for the exclusive benefit of the Plan and its participants and beneficiaries;
- (c) Make distributions and disbursements from the Fund and carry out related tax withholding remittance and reporting obligations under federal, state and local law;
- (d) Appoint domestic agents, sub-trustees, sub-custodians or depositories (including affiliates of the Contractor) as to part or all of the Fund, except that the indicia of ownership of any asset of the Fund shall not be held outside the jurisdiction of the District Courts of the United States;
- (e) Collect income payable to and dividends or other distributions due to the Fund and sign on behalf of the Plan any declarations, affidavits, and certificates of ownership required to collect income and principal payments;
- (f) Collect proceeds from assets of the Fund that may mature or be called;
- (g) Until Authorized Instructions are received, hold the assets of the Fund uninvested, or invest the assets of the Fund in bank accounts of any bank; and the Contractor may retain any earnings on such deposits as part of its compensation for services hereunder;
- (h) Submit or cause to be submitted to the County all information received by the Contractor regarding ownership rights pertaining to property held in the Fund;
- (i) To the extent not delegated by the County to an investment manager pursuant to the provisions of Section 403(a)(2) of the Employee Retirement Income Security Act (ERISA), exercise all voting rights relating to securities held in the Account as directed by the County, provided that, with respect to securities allocated to the accounts of Participants, if directed by the County in writing, the Contractor shall provide to the designated proxy tabulator the data necessary to cause to be provided to each Participant who has shares of such securities credited to his or her account a copy of the notice and all proxy solicitation materials together with a voting instruction form for return to the proxy tabulator; and the Contractor shall vote the shares as directed by each

Participant and shall not vote shares for which it has not received instructions from a Participant. Unless the County instructs the Contractor to vote shares not voted by Participants, the Contractor shall not be liable for not voting such shares;

- (j) With notice to and approval of the County, commence or defend suits or legal proceedings and represent the Fund in all suits or legal proceedings in any court or before any other body or tribunal as the Contractor shall deem necessary to protect the Fund provided;
- (k) With notice to and approval of the County, employ suitable agents and legal counsel and, as part of its reimbursable expenses under this Agreement, pay their reasonable compensation and expenses. The Contractor shall be entitled to rely on and may act upon advice of counsel on all matters, and, if the use of such counsel is authorized by the County, the Contractor shall be without liability for any action reasonably taken or omitted pursuant to such advice;
- (l) Make, execute and deliver any and all documents, agreements or other instruments in writing as is necessary or desirable for the accomplishment of any of the powers and duties in this Trust Agreement;
- (m) Retain and engage one or more affiliates of the Contractor to perform, at no additional cost to the Plan, the duties and responsibilities of the Contractor; and
- (n) Generally take any action, whether or not expressly authorized, which the Contractor may deem necessary or desirable for the fulfillment of its duties hereunder.

#### **SECTION 4 - INVESTMENT OF THE FUND**

4.1 **Investment of the Fund.** The assets of the Fund shall be invested and reinvested among the investments selected by the County. The County or its authorized representative shall have sole responsibility for the investment and reinvestment of the assets of the Fund, except to the extent that the Plan permits participants to instruct the County or its authorized representative with respect to the investment of their individual accounts among investment options selected by the County. The Contractor shall have no duty or responsibility for (i) selecting or providing advice with respect to the selection of any investment options offered under the Plan, (ii) determining or reviewing any securities or other property purchased for or held by the Plan, or (iii) providing advice with respect to the purchase, retention, redemption, or sale of any securities or other property for the Plan.

#### **SECTION 5 - REPORTING AND RECORDKEEPING**

5.1. **Records and Reports.** The Contractor shall keep accurate records of all amounts received to and disbursed from the fund and the investments and other transactions of the Fund for a period of six years following the date of such transaction. The Contractor shall provide a report of the assets of the Fund to the County upon County's request, but at least annually. The Contractor may rely on the fair market value of the property of the Fund as reported to it by Authorized Parties and the Contractor shall be fully protected in relying on such values.

5.2. **Review of Reports.** If, within ninety (90) days after the Contractor mails to the County a statement with respect to the Fund, the County has not given the Contractor written notice of any exception or objection thereto, the statement shall be deemed to have been approved by the County and the Contractor shall not be liable for any matters in such statements.

5.3. Non-Fund Assets. The duties of the Contractor shall be limited to the assets held in the Fund, and the Contractor shall have no duties with respect to assets held by any other person including, without limitation, any other trustee for the Plan. The County hereby agrees that the Contractor shall not serve as, and shall not be deemed to be, a co-trustee under the circumstances and shall have no co-fiduciary liability for any other person or trustee.

## SECTION 6 - TAXES

### 6.1. Compensation and Expenses.

- (a) **Compensation**. The Contractor's compensation for services under this Trust Agreement is included in the recordkeeping fee specified in Attachment B to the Main Agreement - Pricing and Performance Guarantees. The Contractor shall also be entitled to compensation as otherwise provided for in this Agreement
- (b) **Interest on Uninvested Cash**. The Contractor shall also be entitled to receive as part of its compensation any amounts earned under Section 3.1(g) related to earnings on deposits. Such earnings shall include earnings on uninvested cash related to Plan contributions and earnings on uninvested cash pending distribution or earnings on cash otherwise held uninvested as directed by County.
- (c) **Authorization**. The Contractor shall also be authorized to charge and collect expenses incurred by it in the discharge of its duties under this Agreement as agreed upon by the County in Attachment B (Pricing and Performance Guarantees) to the Main Agreement.

6.2. Tax Obligations. To the extent an Authorized Party has provided necessary information to the Contractor, the Contractor may use reasonable efforts to assist such Authorized Party to notify the County or the Plan (as appropriate) of any responsibility for payment of taxes, withholding, certification and reporting requirements, claims for exemptions or refund, interest, penalties and other related expenses of the Fund ("Tax Obligations"). Notwithstanding the foregoing, the Contractor shall have no responsibility or liability for any Tax Obligations now or hereafter imposed on the County or the Fund by any taxing authorities, domestic or foreign, except as provided by applicable law. To the extent the Contractor is responsible under any applicable law for payment of any Tax Obligation on behalf of the Fund or the Trust, the County shall cause the appropriate Authorized Party to inform the Contractor of all Tax Obligations, shall direct the Contractor with respect to the performance of such Tax Obligations, and shall provide the Contractor with all information required by the Contractor to meet such Tax Obligations. This Section shall survive the termination of this Trust Agreement

## SECTION 7 - TERMINATION

Plan Termination. Upon termination of the Plan, the Contractor shall distribute all assets then constituting the Fund, less any fees and expenses payable from the Fund, pursuant to the instructions of the County. The Contractor shall be entitled to assume that such distributions are in full compliance with and not in violation of the terms of the Plan or any applicable law.

**Termination of Agreement**. Any termination of this Trust Agreement is subject to the terms and conditions of the Main Agreement 16-003 between the County and Voya Retirement Insurance and Annuity Company, Inc.

## SECTION 8 - ADDITIONAL PROVISIONS

7.1 No Third Party Beneficiaries. The provisions of this Trust Agreement are intended to benefit only the parties hereto, their respective successors and assigns, and participants and their beneficiaries under the Plan. There are no other

third-party beneficiaries.

7.2 Shareholder Communication. Until such time as the Contractor receives a written notice to the contrary with respect to a particular security, the Contractor may release the identity and the address of the Trust to a security issuer that requests such information pursuant to the Shareholder Communications Act of 1985 for the specific purpose of the direct communication between such security issuer and shareholder.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date set forth above.

Employer

Voya Institutional Trust Company

By: Kylepler

By: Dawn M. Mazzola

Name: Kyshya Kopley

Name: Dawn M. Mazzola

Title: Assistant Purchasing Agent

Title: Vice President

**Attachment F**

**IRC SECTION 457 CUSTODIAL ACCOUNT AGREEMENT**

**THIS CUSTODIAL ACCOUNT AGREEMENT** is effective as of the date of execution of the Main Agreement by the County, in its capacity as employer and as the party authorized and responsible under state or local law for maintaining the Arlington County 457(b) Deferred Compensation Plan (the "Plan"), and the Contractor, Voya Institutional Trust Company.

**WITNESSETH:**

**WHEREAS**, the County has adopted and maintains the Plan in accordance with the requirements of Section 457(b) of the Internal Revenue Code of 1986, as amended ("Code"), for the benefit of the employees therein described; and

**WHEREAS**, Section 457(g)(3) of the Code provides that custodial accounts described in Section 401(f) of the Code shall be treated as trusts pursuant to that section; and

**WHEREAS**, the County has established a custodial account in accordance with Section 457(g) and Section 401(f) of the Code constituting a part of the Plan, pursuant to which assets are held to provide for the funding of and payment of benefits under the Plan; and

**WHEREAS**, the County has the power and authority to manage and control the assets of the Plan; and

**WHEREAS**, the County has engaged an affiliate of the Contractor, Voya Retirement Insurance and Annuity Company (VRIAC), to provide recordkeeping services to the Plan; and

**WHEREAS**, the County wishes to appoint the Contractor as custodian of the Plan in accordance with the terms and conditions of this Custodial Account Agreement;

**NOW, THEREFORE**, the County on behalf of the Plan and the Contractor, each intending to be legally bound, agree as follows:

**SECTION 1 - ESTABLISHMENT AND OPERATION OF CUSTODY ACCOUNT**

**1.1 Appointment and Acceptance of Custodian.** The County hereby establishes with the Contractor a custodial account consisting of such sums of money and such other property acceptable to the Contractor as shall from time to time be paid or delivered to the Contractor and hereby appoints the Contractor as custodian with respect to the assets held pursuant to this Custodial Account Agreement as such assets shall exist from time to time (the "Account"). The Account shall not include any property or asset other than the assets delivered to and accepted by the Contractor from time to time. For purposes of this Custodial Account Agreement, plan assets invested through the Plan in a self-directed brokerage account shall also be considered to be part of the Account. The Contractor shall have no responsibility for any property until it is received and accepted by the Contractor, or for any property of the Plan not delivered to the Contractor and accepted by the Contractor to be a part of the Account. The Contractor hereby accepts its appointment, acknowledges that it assumes the duties established by this Custodial Account Agreement, and agrees to be bound by the terms contained herein. The County hereby acknowledges that the Contractor is an affiliate of the Recordkeeper (VRAIC), and VRIAC acts on behalf of the Contractor as the it's agent for purposes of carrying out the Contractor's responsibilities under this Agreement.

- 1.2 Contractor's Responsibilities.** The Contractor shall receive and hold the assets on behalf of Plan participants and beneficiaries in accordance with the terms of this Custodial Account Agreement. The duties of the Contractor hereunder as custodian shall be to act solely in accordance with the instructions of the County or Authorized Parties in accordance with Sections 2.1 and 2.2 of this Custodial Account Agreement ("Authorized Instructions"). Nothing in this Custodial Account Agreement is intended to give the Contractor any discretionary responsibility, authority or control with respect to the management or administration of the Plan or the management of the assets of the Plan. The Contractor, when acting in its capacity as Custodian, is not a party to the Plan and has no duties or responsibilities with respect to Plan design or Plan interpretation. In any case in which a provision of this Custodial Account Agreement conflicts with any provision in the Plan, this Custodial Account Agreement shall control.
- 1.3 Exclusive Benefit.** Except as may be permitted by law, by the terms of the Plan, or by this Custodial Account Agreement, at no time shall any part of the Account be used for or diverted to any purpose other than for the exclusive benefit of the participants and their beneficiaries. The assets of the Account shall be held for the exclusive purposes of providing benefits to participants of the Plan and their beneficiaries and defraying the reasonable expenses of administering the Plan and the Custody Account.
- 1.4 Limitation of Liability.** Neither the Contractor nor its agents shall be liable for any acts or omissions of another person other than the acts or omissions of its own employees and agents. The Contractor shall not be responsible for the title, validity or genuineness of any asset or any loan document received by it or delivered by it pursuant to this Custodial Account Agreement.
- 1.5 Contributions.** The Contractor shall receive contributions or other amounts for deposit to the Plan that are delivered to the Contractor or its designated agent for deposit to or for the benefit of the Plan. In accordance with Authorized Instructions, the Contractor shall transmit contributions received for the purpose of settling the Plan's investment transactions. The County shall have sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan and for the transmittal of contributions or other amounts to the Plan. The Contractor shall have no duty or responsibility (a) to determine the amounts to be contributed to or transferred to the Plan or on behalf of the participants of the Plan, (b) to collect any contributions or transfers to the Plan or to enforce the collection of any such contributions or transfers, or (c) for the adequacy of amounts deposited to the Fund to meet and discharge any of the Plan's liabilities.
- 1.6 Return of Contributions.** Notwithstanding any other provision of this Custodial Account Agreement (a) contributions made by the County based upon mistake of fact may be returned to the County. The Contractor shall return contributions under this Section 1.6 only in accordance with Authorized Instructions, and the Contractor shall have no duty to determine whether the return of such contributions is permitted under this Section 1.6 and the Plan.
- 1.7 Distributions.** The Contractor shall make distributions and disbursements from the Account solely in accordance with Authorized Instructions. The Contractor shall not have any responsibility or duty under this Custodial Account Agreement to see to the proper application of any payment, to determine the tax effect of any payment, or to determine whether a distribution or disbursement to any person paid in accordance with Authorized Instructions is appropriate under the terms of the Plan and applicable law.
- 1.8 Compliance with Law.** The Account is intended to be tax-exempt under Section 501(a) of the Code and this Custodial Account Agreement is intended to comply with Section 457(g) of the Code. The County represents that it intends that the Plan constitute an eligible deferred compensation plan under Section 457(b) and Section 414(d) of the Code. The County agrees to immediately notify the Contractor if the Plan ceases to be so eligible.



## SECTION 2 – AUTHORITIES

- 2.1. Authorized Parties. The County shall concurrently with the execution of the Main Agreement, furnish the Contractor with a written list of the names, signatures, and extent of authority of all persons authorized to direct the Contractor and otherwise act on behalf of the County under the terms of this Custodial Account Agreement. Such persons designated by the County to act on its behalf hereunder are "Authorized Parties". The Contractor shall be entitled to rely on and shall be fully protected in acting upon directions, instructions, and any information provided by an Authorized Party until notified in writing by the County of a change of the identity or extent of authority of the Authorized Party.
- 2.2. Authorized Instructions. All directions and instructions to the Contractor from an Authorized Party ("Authorized Instructions") shall be in writing, transmitted by mail, electronic mail or facsimile. The Contractor shall be entitled to rely on and shall be fully protected in acting in accordance with all such directions and instructions which it reasonably believes to have been given by an Authorized Party and in failing to act in the absence thereof.

## SECTION 3 - POWERS AND DUTIES

- 3.1 General Powers and Duties of the Contractor. In administering the Account, the Contractor shall be specifically authorized to:
- (a) In accordance with Authorized Instructions, receive, hold and maintain custody of, and disburse assets held in the Account;
  - (b) Hold securities or other assets in book entry form or through another agent or nominee, including without limitation in an omnibus account arrangement, provided that the Contractor's records indicate that such securities or other property are held for the exclusive benefit of the Plan and its participants and beneficiaries;
  - (c) Make distributions and disbursements from the Account and carry out related tax withholding remittance and reporting obligations under federal, state and local law;
  - (d) Appoint domestic agents, sub-trustees, sub-custodians or depositories (including affiliates of the Contractor) as to part or all of the Account, except that the indicia of ownership of any asset of the Account shall not be held outside the jurisdiction of the District Courts of the United States;
  - (e) Collect income payable to and dividends or other distributions due to the Account and sign on behalf of the Plan any declarations, affidavits, and certificates of ownership required to collect income and principal payments;
  - (f) Collect proceeds from assets of the Account that may mature or be called;
  - (g) Until Authorized Instructions are received, hold the assets of the Account uninvested, or invest the assets of the Account in bank accounts of any bank, and the Contractor may retain any earnings on such deposits as part of its compensation for services hereunder;
  - (h) Submit or cause to be submitted to the County all information received by the Contractor regarding ownership rights pertaining to property held in the Account;
  - (i) To the extent not delegated by the County to an investment manager pursuant to the provisions of Section 403(a)(2) of ERISA, exercise all voting rights relating to securities held in the Account as directed by the County, provided that, with respect to securities allocated to the accounts of Participants, if directed by the County in

writing, the Contractor shall provide to the designated proxy tabulator the data necessary to cause to be provided to each Participant who has shares of such securities credited to his or her account a copy of the notice and all proxy solicitation materials together with a voting instruction form for return to the proxy tabulator, and the Contractor shall vote the shares as directed by each Participant and shall not vote shares for which it has not received instructions from a Participant. Unless the County instructs the Contractor to vote shares not voted by Participants, the Contractor shall not be liable for not voting such shares;

- (j) With notice to and approval of the County, commence or defend suits or legal proceedings and represent the Account in all suits or legal proceedings in any court or before any other body or tribunal as the Contractor shall deem necessary to protect the Account provided;
- (k) With notice to and approval of the County, employ suitable agents and legal counsel and, as part of its reimbursable expenses under this Agreement, pay their reasonable compensation and expenses. The Contractor shall be entitled to rely on and may act upon advice of counsel on all matters, and, if the use of such counsel is authorized by the County, the Contractor shall be without liability for any action reasonably taken or omitted pursuant to such advice;
- (l) Make, execute and deliver any and all documents, agreements or other instruments in writing as is necessary or desirable for the accomplishment of any of the powers and duties in this Custodial Account Agreement;
- (m) Retain and engage one or more affiliates of the Contractor to perform, at no additional cost to the Plan, the duties and responsibilities of the Contractor; and
- (n) Generally take any action, whether or not expressly authorized, which the Contractor may deem necessary or desirable for the fulfillment of its duties hereunder.

#### **SECTION 4 - INVESTMENT OF THE ACCOUNT**

4.1 **Investment of the Account.** The assets of the Account shall be invested and reinvested among the investments selected by the County. The self-directed brokerage account will be considered one investment. The County shall have sole responsibility for the investment and reinvestment of the assets of the Account, except to the extent that the Plan permits participants to provide investment direction to the Plan's recordkeeper with respect to the investment of their individual accounts among investment options selected by the County. The Contractor shall have no duty or responsibility for (i) selecting or providing advice with respect to the selection of any investment options offered under the Plan, (ii) determining or reviewing any securities or other property purchased for or held by the Plan, or (iii) providing advice with respect to the purchase, retention, redemption, or sale of any securities or other property for the Plan.

#### **SECTION 5 - REPORTING AND RECORDKEEPING**

5.1. **Records and Reports.** The Contractor shall keep accurate records of all assets and loan documents delivered to and from the Account for at least six years following the date of such transaction. The Contractor shall provide a report of the assets of the Account including the loan documents held in the Account to the County upon County's request, but at least annually. The Contractor may rely on the fair market value of the property of the Account as reported to it by Authorized Parties, and the Contractor shall be fully protected in relying on such values.

5.2. **Review of Reports.** If, within ninety (90) days after the Contractor mails to the County a statement with respect to the Account, the County has not given the Contractor written notice of any exception or objection thereto, the

statement shall be deemed to have been approved and, in such case, the Contractor shall not be liable for any matters in such statements.

- 5.3. Non-Account Assets. The duties of the Contractor shall be limited to the assets held in the Account, and the Contractor shall have no duties with respect to property or assets held by any other person including, without limitation, any trustee or other custodian for the Plan. The County hereby agrees that the Contractor shall not serve as, and shall not be deemed to be, a co-trustee or co-custodian under the circumstances and shall have no co-fiduciary liability for any other person, trustee, custodian or other entity.

## SECTION 6 - INTEREST AND TAXES

- (a) Compensation. The Contractor's compensation for services under this Custodial Account Agreement is included in the recordkeeping fee specified in Attachment B to the Main Agreement – Pricing and Performance Guarantees. The Contractor shall also be entitled to compensation as otherwise provided for in this Agreement.
- (b) Interest on Uninvested Cash. The Contractor shall also be entitled to receive as part of its compensation any amounts earned under Section 3.1(g) related to earnings on deposits. Such earnings shall include earnings on uninvested cash related to Plan contributions and earnings on uninvested cash pending distribution, or earnings on cash otherwise held uninvested as directed by the County.
- (c) Authorization. The Contractor shall also be authorized to charge and collect expenses incurred by it in the discharge of its duties under this Agreement as agreed upon by the County in Attachment B (Pricing and Performance Guarantees) to the Main Agreement.

6.1 Tax Obligations. To the extent an Authorized Party has provided necessary information to the Contractor, the Contractor may use reasonable efforts to assist such Authorized Party to notify the County of any responsibility for payment of taxes, withholding, certification and reporting requirements, claims for exemptions or refund, interest, penalties and other related expenses of the Account ("Tax Obligations"). Notwithstanding the foregoing, the Contractor shall not have any responsibility or liability for any Tax Obligations now or hereafter imposed on the County or the Account by any taxing authorities, domestic or foreign, except as provided by applicable law. To the extent the Contractor is responsible under any applicable law for payment of any Tax Obligation on behalf of the Account, the County shall cause the appropriate Authorized Party to inform the Contractor of all Tax Obligations, shall direct the Contractor with respect to the performance of such Tax Obligations, and shall provide the Contractor with all information required by the Contractor to meet such Tax Obligations. This Section shall survive the termination of this Custodial Account Agreement

## SECTION 7 - TERMINATION

Plan Termination. Upon termination of the Plan, the Contractor shall distribute all assets then constituting the Fund, less any fees and expenses payable from the Fund, pursuant to the instructions of the County. The Contractor shall be entitled to assume that such distributions are in full compliance with and not in violation of the terms of the Plan or any applicable law.

Termination of Agreement. Any termination of this Custodial Account Agreement is subject to the terms and conditions of the Main Agreement 16-003 between the County and Voya Retirement Insurance and Annuity Company, Inc

## SECTION 8 - ADDITIONAL PROVISIONS

8.1 No Third Party Beneficiaries. The provisions of this Custodial Account Agreement are intended to benefit only the parties hereto, their respective successors and assigns, and participants and their beneficiaries under the Plan. There are no other third-party beneficiaries.

8.2 Shareholder Communication. Until such time as the Contractor receives a written notice to the contrary with respect to a particular security, the Contractor may release the identity and the address of the Trust to a security issuer that requests such Information pursuant to the Shareholder Communications Act of 1985 for the specific purpose of the direct communication between such security issuer and shareholder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date set forth above.

Employer

Voya Institutional Trust Company

By: Klepler

By: Dawn M. Mazzola

Name: Kristyna Klepler

Name: Dawn M. Mazzola

Title: Assistant Purchasing Agent

Title: Vice President

ATTACHMENT G

TD AMERITRADE SELF-DIRECTED BROKERAGE ACCOUNT (SDBA)  
VOYA SDBA TERMS AND CONDITIONS AGREEMENT

The Contractor and the County, the Plan Sponsor of the Arlington County 457(b) Deferred Compensation Plan (the "Plan"), on its own behalf and on behalf of the Plan, agree that TD Ameritrade shall operate a Self-Directed Brokerage Account ("SDBA") investment option within the Plan in accordance with the following terms and conditions:

**(1) Nature of Services Provided:** The County understands that the SDBA is made available to Plan Participants by the County as an additional Plan investment option that is not offered through the Contractor's product that the County has selected as a funding vehicle for the Plan (such Contractor's product is referred to herein as the "Core Product"). The Contractor and TD Ameritrade are not affiliated.

**(2) Participant Authorization:** The County authorizes participants, beneficiaries or alternate payees under the plan ("Participants") to establish Brokerage Accounts and specifically delegates to each Participant establishing a Brokerage Account investment control over that portion of the Participant's Plan account invested in the Brokerage Account. The Trustee/Custodian of the Plan will be identified as the owner of each Participant's Brokerage Account. Additionally, the Plan delegates to the Participant authority to place trading orders for the Brokerage Account pursuant to this Agreement. The Plan may revoke this authorization at any time by giving written notice to the Contractor.

**(3) Money Source:** The County understands and acknowledges that Participants may transfer assets from all Participant Directed Money Sources in the Core Product to the Brokerage Account. No other contributions may be made to the Brokerage Account.

**(4) Eligibility Requirements**

- The Plan agrees to the following money transfer rules by Participant:

Minimum Initial Transfer Amount:	<u>\$2,500</u>
Minimum Subsequent Transfer Amount:	<u>\$2,500</u>
Minimum Account Balance Maintained in Core Product Participant Account:	<u>\$2,500</u>
- The Plan agrees that no Participant may make a transfer to the Brokerage Account that would result in more than 50% of that Participant's aggregate balance in the Core Product and Brokerage Account being held in the Brokerage Account.
- All permitted transfers from the Core Product must originate from Participant-Directed Money Sources under the Plan.
- The Plan agrees that no withdrawals will be made directly from the Participant's Brokerage Account. Participants wanting to make withdrawals from the Brokerage Account must first transfer balances to the Core Product and then request the withdrawal from the Core Product.
- Transfers-in-kind by Participants to another plan provider are not allowed.

**(5) Account Statements:** The Contractor's account statements will reflect only a Participant's total Brokerage Account balance without specific investment detail.

**(6) Service Provider Fees:** The Contractor, in consideration for services provided in connection with the Brokerage Account, shall assess a \$50 annual fee for each Participant who has established a Brokerage Account. The \$50 Participant fee will be deducted annually, on November 1<sup>st</sup> or the next business day, from each applicable Participant's balance in the Core Product. In accordance with the Main Agreement, the Contractor may change this fee and the date the fee is assessed. In no event will any such change result in fees higher than the then-current fees being charged to

new plans of the same class. Additionally, Participants with Brokerage Accounts will be assessed applicable brokerage account fees in accordance with the terms of Attachment B of the Main Agreement.

**(7) Roles:** The County and Plan understand that the Contractor will not provide any investment advice in connection with the Brokerage Accounts, nor will the Contractor give any advice or offer any opinion with respect to the suitability of any security or order. All transactions will be done on the order of the Participants and will be carried out through brokerage accounts at TD Ameritrade and not through the Contractor.

**(8) Service Provider Compensation:** TD Ameritrade, Inc. compensates the Contractor in consideration of various services required to support the TD Ameritrade Self-Directed Brokerage Account including:

- Providing assistance to Plans and/or Participants in connection with establishing TD Ameritrade Brokerage Accounts for the benefit of Participants, as permitted by the applicable Plans;
- Transmitting to TD Ameritrade data and instructions requested by Plans or Participants that relate to the TD Ameritrade Brokerage Accounts of such Plans or Participants or relating to performance by TD Ameritrade of its brokerage services with respect to such accounts;
- Providing to TD Ameritrade such Plan or Participant data as may be necessary for TD Ameritrade to establish TD Ameritrade accounts for the benefit of the applicable Participants;

Compensation will be paid by TD Ameritrade to the Contractor quarterly, in arrears, and based on the value of all Plan assets in the Brokerage Accounts during such quarter, calculated on the average of all Plan assets held on the last business day of each month in the applicable quarter. The amount of compensation will be based on the following table:

\$0 - \$100 million	0 basis points
\$100M - \$500M	1.75 basis points
over \$500M	2.00 basis points



