

**FAUQUIER COUNTY**  
**RETIREMENT PLAN SERVICES AGREEMENT**  
**PLAN NUMBER 664259 & 664260**

## **RETIREMENT PLAN SERVICES AGREEMENT**

This Agreement is made and entered into this 1<sup>st</sup> day of April, 2018, by and among Fauquier County and Fauquier County School Board (the "Plan Sponsor") and Voya Retirement Insurance and Annuity Company ("VRIAC"), a corporation organized and existing under the laws of the State of Connecticut and Voya Financial Partners, LLC a limited liability company organized and existing under the laws of the State of Delaware and registered as a broker-dealer under the federal securities laws (the "Broker-Dealer"). VRIAC and the Broker-Dealer are hereinafter collectively called the "Contractor". This Agreement governs the services the Contractor will provide to Fauquier County and Fauquier School Board 457(b) Plan (the "457 Plan") and the Fauquier County School Board 403(b) Plan (the "403 Plan") and unless specified otherwise, will collectively be referred to herein as the "Plan". This Agreement is separate and apart from any other contract issued to the Plan or Plan Sponsor by VRIAC, including any group annuity contract, funding agreement, or custodial / trust agreement.

### **RECITALS**

WHEREAS, the Plan will be construed, administered and enforced according to the Internal Revenue Code (the "Code") and the laws of the jurisdiction of issue identified in section 5.06; and

WHEREAS, the Plan Sponsor has selected certain investment products offered or otherwise made available by or through VRIAC or the Broker-Dealer, respectively, for the investment of the Plan's assets (the "Program"); and

WHEREAS, the Plan Sponsor further wishes to engage the Contractor as an administrative service provider to facilitate the administration of the Plan by providing services that shall include without limitation, accounting for deferrals or contributions, disbursement of funds, withholding of taxes, investment education, retirement counseling, investment of assets in the appropriate Plan investment options and proper recordkeeping of participant accounts; and

WHEREAS, the Contractor wishes to provide such administrative services to the Plan.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties do hereby agree as follows:

## Section 1. Services

- 1.01 **Good Order:** The Contractor and the Plan Sponsor acknowledge that for purposes of this Agreement "Good Order" is defined as the receipt at the Contractor's designated location of a transaction request, instructions or data that is complete, accurate and in an acceptable format, and which do not require the Contractor to apply any research or discretionary judgment. To qualify as current business day instructions, a transaction request, instructions or data sent electronically, by telephone, facsimile or mail must be received by the Contractor no later than the close of the New York Stock Exchange ("NYSE") (typically 4:00 p.m. ET). If the Contractor receives a transaction request, instructions or data in Good Order after the close of the NYSE, the Contractor will process the data or request on the next business day that the NYSE is open. The parties understand and acknowledge that a transaction request, instructions or data deemed by the Contractor as being received not in Good Order may be returned for correction and processed upon resubmission in Good Order.
- 1.02 **Allocation of Contractor Responsibilities:** The Broker-Dealer or other broker-dealers with which Voya Financial Partners, LLC has a selling agreement shall service or perform all marketing communications, enrollment and securities transactions settlement and processing functions assigned to the Contractor. VRIAC shall perform all other responsibilities assigned to the Contractor, including Plan and participant recordkeeping. For plans that have multiple providers of investment products and administrative services, VRIAC will provide recordkeeping services solely for that portion of the Plan utilizing assets record kept by the Contractor.
- 1.03 **Plan Specifications:** The relevant characteristics of the Plan that will govern the administration of the Plan are documented within the Plan Specifications section of this Agreement.
- 1.04 **Scope of Services:** The Contractor agrees to provide the Plan with the services listed on Schedule A for the term of this Agreement. Services offered pursuant to the Plan's loan program will be subject to the terms specified in Schedule B.
- 1.05 **Administrative Requirements:** The Contractor agrees to comply with the requirements set forth on Schedule C and the information sharing requirements under Code section 403(b), if applicable, as documented in Appendix I to Schedule C in the performance of this Agreement.
- 1.07 **Selection of Investment Options:** The Plan Sponsor acknowledges that it is responsible for choosing the investment options to be made available to participants under the Plan. The Contractor agrees to provide Plan participants with a selection of investment options as specified in Schedule D.
- 1.08 **Investment Provider Minimum Standards:** Subject to the minimum standards set forth in Schedule E, the Contractor will provide its administrative services in connection with the Plan Sponsor's selection of investment products to fund the Plan.
- 1.09 **Modification to Investment Options:** In order to confirm the fund selected by the Plan Sponsor can be recordkept by the Contractor, the addition or removal of any investment option to the Plan must be mutually agreed to by the Contractor and the Plan Sponsor and will be made in accordance with a mutually agreed upon schedule for implementing the change.
- (1) Subject to mutual agreement between the parties to add an investment option;
- (i) The Plan Sponsor may direct the Contractor to add or remove an investment option from the range of investment products the Contractor currently offers, and that are currently available in the Program, upon forty-five (45) days written notice of the proposed change.
- (ii) The Plan Sponsor may direct the Contractor to add an investment option that the Contractor does not currently offer or an investment option that the Contractor currently offers but is not currently available in the Program, upon at least ninety (90) days written notice of the proposed change. Any investment option additions made pursuant to this Subsection 1.09(1)(ii) will be made in accordance with the Contractor's scheduled quarterly fund updates.

- (2) The Contractor reserves the right to reject any new investment option that imposes short-term trading (redemption) fees on participant accounts.
- (3) To the extent an existing investment option imposes short-term trading (redemption) fees on participant accounts, the investment option may be discontinued or short-term trading (redemption) fees may be deducted from participant accounts.
- 1.10 Limits Imposed by Underlying Funds: The Plan Sponsor understands and acknowledges that orders for the purchase of fund shares may be subject to acceptance by the fund. The Contractor reserves the right to reject, without prior notice, any allocation of payments to the variable investment option (which, depending on the Contractor's product offering, may be a fund offered directly to the Plan, or a subaccount of a separate account which in turn invests in an underlying fund), if the Contractor's purchase order for the corresponding fund is not accepted by the fund for any reason.
- 1.11 Limits Imposed by Contractor on Frequent Transfers: The Plan Sponsor understands and acknowledges that the investment products offered or otherwise made available by or through the Contractor are not designed to serve as vehicles for frequent trading in response to short-term fluctuations in the market. Such frequent trading can disrupt management of a fund and raise its expenses. This in turn can have an adverse effect on fund performance. Accordingly, the Plan Sponsor agrees to adhere to the Contractor's current Excessive Trading Policy, as set forth in Schedule F (the "Excessive Trading Policy"). The Contractor reserves the right to modify the Excessive Trading Policy in whole or in part at any time and without prior notice, depending on the needs of the underlying fund(s), the best interest of contract owners and fund investors, and/or state or federal regulatory requirements.
- 1.12 Access to Investment Advice: The Contractor agrees to make available to Plan participants, an independent third party online investment advisory service, as specified in separately signed agreements.
- 1.13 Access to Self Directed Brokerage Account: The Contractor agrees to make available to Plan participants, a self directed brokerage account option ("SDBO"), as specified in a separately signed agreement.
- 1.15 Access to Portfolio Blueprint® Service: The Contractor agrees to make available to the Plan Sponsor an optional service provided by Morningstar Investment Management, LLC that is aimed at providing solutions to plan sponsors in the researching, selecting and monitoring of plan investments. This service is subject to the terms specified in a separately signed agreement.

## Section 2. Participant Information

- 2.01 Provision of Certain Participant Information: The Plan Sponsor or its authorized representative shall facilitate the transmission to the Contractor of all current Plan participant level records including, but not limited to: name; address; social security number; active or terminated employment status; loan information; and deferral amount information. The Contractor shall be able to rely on the information provided by the Plan Sponsor. We are not responsible for any errors, omissions or other inaccuracies in the data you or an unaffiliated third party, including without limitation, prior service providers furnish us. Over the term of this Agreement, the Contractor and the Plan Sponsor will develop procedures for the Plan Sponsor to notify the Contractor of changes in employment status and, to the extent the Plan Sponsor has knowledge of the death of any participant, the Plan Sponsor will notify the Contractor of such death. The Plan Sponsor shall provide such information on a timely basis and use its best efforts to assure the accuracy and completeness of all information provided to the Contractor.
- 2.02 Changes in Deferral or Contribution Information; New Participant Deferral or Contribution Information: The Contractor and the Plan Sponsor will develop procedures to coordinate the processing of (i) changes in deferral or contribution amount information and (ii) initial deferral or contribution information pertaining to participants joining the Plan on or after the date the Contractor commences the provision of services under this Agreement.
- 2.03 Participants' Ability to Direct Investments: Participants shall have the ability to choose their investment allocations and to make participant-directed transfers between investment options, subject to any limitations of

the Plan and of the Contractor's investment product. If the Plan is or becomes subject to ERISA, or is otherwise employer-controlled, the Plan Sponsor hereby provides written direction to the Contractor allowing participants to make such investment choices, subject to the Plan Sponsor's right to revoke this authorization if allowed by the Plan. If this agreement covers a 403(b) Plan, the Plan Sponsor authorizes the Contractor to accept participant initiated exchanges between the 403(b)(1) annuity contract and the 403(b)(7) custodial account, or vice versa.

- 2.04 Restricting Participant Accounts (Administrative Holds): The Plan Sponsor directs the Contractor to place an administrative hold on a participant's account upon receipt of a signed or draft domestic relations order (DROs) or joinder, federal tax levy, or upon the receipt of other types of court orders that assert a claim to plan benefits. Placing an administrative hold on the participant's account(s) will prevent the participant from taking distributions, including loans. The participant will continue to have the ability to make allocation changes and fund transfers to his/her account. With the exception of DROs, the restriction will remain on the account until such time that the Contractor is advised to remove the administrative hold either by the Plan Sponsor or upon receipt of a court order indicating that the matter has been resolved and the hold is no longer needed.

Administrative holds placed on a participant's account due to DROs shall remain on the account for a period up to 18 months, or if earlier, until the date the Contractor is advised to remove the administrative hold either by the Plan Sponsor or a court order indicating that the matter has been resolved and the hold is no longer needed. If a subsequent order is received a new 18-month period will be activated.

Notwithstanding the foregoing, with respect to joinders issued pursuant to California Family Code 9 (if applicable), Section 2060, the restriction will not be removed until the Contractor receives either: (1) a QDRO; (2) a court order vacating/dismissing the joinder; or (3) a final judgment that awards the participant all of the plan benefits.

- 2.05 Power of Attorney, Guardianship or Conservatorships: The Contractor will determine the validity of the documentation received relative to a power of attorney, guardianship or conservatorship. Once the documentation is determined to be in Good Order, the Contractor will set up or modify the existing account as directed in the documentation received.

### Section 3. Compensation

- 3.01 Contractor's Compensation: The Contractor's overall revenue requirement is 0.17% ("revenue required"). The Contractor's services under the Agreement are rendered in connection with the Plan Sponsor's selection of certain investment products offered by or through the Contractor, including the Voya Fixed Account - 457/401 II. The mutual fund revenue sharing paid to the Contractor from such investment products, if any, shall not be a source of compensation for the services rendered under this Agreement, but will instead be returned to plan participants as outlined in Appendix I to Schedule G and herein referred to as the "fee levelization service."

The Contractor will assess an annual Asset Based Fee of 0.17% to achieve the revenue required. The Asset Based Fee will be calculated monthly based on the average daily fund balances including the stability of principal option, and will be deducted monthly across all funds, on a pro rata basis excluding the Self Directed Brokerage Account, and/or any outstanding loan balances, if available. The fee will be deducted from the participant's money sources in the sequence elected by the Plan Sponsor for participant-initiated withdrawals in the Plan Specifications section of this Agreement. The Contractor reserves the right to revise the Asset Based Fee if plan characteristics change from what was originally assumed, or if the Plan Sponsor terminates the fee levelization service.

Additional transactional fees and charges may apply for optional services such as loans, investment advisory services and Self Directed Brokerage Account. Refer to Schedule G ("Additional Plan Services and Fees") for additional fees and charges.

The Contractor has agreed to reimburse the Plan for contract surrender expenses related to the conversion from the prior investment and services provider. The Contractor will assess an additional Asset Based Fee to pay for contract surrender expenses for amounts up to a maximum of \$275,000 (two hundred seventy-five thousand U.S. dollars) as specified below. The amount of the administrative expense will be determined at time of conversion and will be verified by both parties.

- 0.005% increase for contract surrender expenses below \$75,000
- 0.01% increase for contract surrender expenses between \$75,000 and \$150,000
- 0.02% increase for contract surrender expenses between \$150,001 and \$225,000
- 0.03% increase for contract surrender expenses between \$225,001 and \$275,000

3.02 Assumptions Regarding Pricing: Any fees, products and services rendered in connection with this Agreement are contingent on the Contractor being the exclusive provider of investment products and administrative services to the Plan during the Term of this Agreement and any subsequent renewal periods (as described in Section 4.01). The addition of any other provider or providers to the Plan during the Term of this Agreement and any subsequent renewal periods or changes in the Plan document may impact any fees, products and services under this Agreement. The Plan Sponsor will notify the Contractor of any such changes in a timely manner.

This Agreement and fees are contingent on the Plan provisions in effect on the date of this Agreement. Any amendment to the Plan may impact this Agreement and fees.

The Plan Sponsor understands and acknowledges that the compensation to the Contractor is subject to the certain general provisions, as set forth in Schedule H (the "General Compensation Provisions"). The Contractor reserves the right to modify the General Compensation Provisions in whole or in part at any time and without prior notice, depending on the needs of the underlying fund(s), the best interest of contract owners and fund investors, and/or state or federal regulatory requirements.

3.04 Compensation Paid to Sales Professionals: The Contractor shall pay sales professionals a salary. The compensation paid to sales professionals will be derived exclusively from the Contractor's compensation, defined in Schedule H. Sales professionals may also be eligible for additional expense reimbursement. Compensation may also be paid at the time of participant election of an annuitization distribution option and will be disclosed to the participant at the time the distribution option is elected.

3.05 Float: VRIAC and its affiliated companies (collectively referred to as "Voya®" for purposes of this Section 3.05) earn income in the form of bank service credits on contributions awaiting investment and on payments awaiting distribution from the bank accounts that Voya maintains (or "float"). The bank service credits are applied against the bank service fees that apply to the bank accounts that Voya maintains and may not be redeemed for cash. Specifically, the bank accounts have been established to receive and hold for a reasonable time:

- contributions or other amounts to be invested in your retirement Plan, or
- amounts redeemed to pay a distribution or disbursement from your Plan.

Voya will receive income in the form of bank service credits (as described below) and offset such credits against bank service fees that are charged to Voya for the use of such bank accounts and for services provided by the banks for processing receipts or disbursements.

Float Generated by Contributions:

Voya uses a bank account to receive and hold contributions or other Plan deposit amounts to be invested. Contributions or other deposit amounts are held until authorized instructions are received in Good Order. Income in the form of bank service credits are earned on the bank account during any waiting period for authorized instructions. For authorized instructions received in Good Order, contributions or other deposit amounts will be invested on that business day. For authorized instructions received in Good Order after the close of the New York Stock Exchange, contributions or other deposit amounts will be processed on the next business day.

Float Generated by Distributions:

Voya receives income in the form of bank service credits in connection with distributions or disbursements that Voya pays on the Plan's behalf. The bank service credits accrue during the period beginning when an amount is redeemed from the Plan's investment to fund a distribution or disbursement check and ending when the check is presented for payment.

Additionally, from time to time, Voya may receive money market like rates of return on other deposit or short term investment products in which distributions may be held until such time as the check is presented for payment.

- 3.06 **Transaction Processing:** VRIAC seeks to avoid transaction processing errors to the greatest extent possible, but inadvertent errors do occur from time to time. When a transaction processing error for which VRIAC is directly responsible occurs, VRIAC will attempt to correct the error as soon as reasonably practicable after identification of the error. Once all necessary information has been gathered, VRIAC will promptly take corrective action to put the Plan and its participants in a position financially equivalent to the position they would have been in if the VRIAC processing error had not occurred.

VRIAC processes your Plan's investment instructions on an "omnibus" or aggregated basis. If VRIAC's correction of a VRIAC processing error results in a loss to your Plan or its participants, VRIAC will absorb the loss. If any gain results in connection with the correction of an VRIAC processing error, VRIAC will net any such gain against other losses absorbed by VRIAC and retain any resulting net gain as a component of its compensation for transaction processing services, including its agreement to make Plan and participant accounts whole for losses resulting from VRIAC processing errors. For more information on our error correction policy, please refer to Voya Retirement Insurance and Annuity Company's Policy for Correction of Processing Errors ("VRIAC Policy"), which is included in Schedule I. The VRIAC Policy and any updates to the VRIAC Policy are posted in the Sponsor Disclosure section of Sponsor Web.

- 3.08 **Fund Management Fees:** Fund management fees and other fund operating expenses will also apply to the variable investment options under the Plan. Fees depend on the investment options chosen.

#### Section 4. Term

- 4.01 **Term:** This Agreement shall commence on the April 1, 2018, and, unless sooner terminated as set forth in this Section 4, shall continue for an initial term of five (5) years ("Initial Term"). Thereafter, this Agreement shall automatically renew for up to five (5) subsequent one (1) year renewal terms unless either the Plan Sponsor or the Contractor provides written notice to the other party of its intent not to renew this Agreement at least ninety (90) calendar days before the end of the then current term.
- 4.02 **Termination Without Cause:** The Plan Sponsor and Contractor may mutually agree in writing to terminate this Agreement at any time. At any time following the Initial Term, either the Plan Sponsor or Contractor may terminate this Agreement upon at least ninety (90) calendar days' advance written notice to the other party.
- 4.03 **Termination For Cause:** Notwithstanding Section 4.01, either party may terminate this Agreement at any time upon written notice "for cause." For purposes of this Agreement, "for cause" shall mean: (1) failure of the other party to comply substantially with this Agreement and the attached schedules hereto which, when called to the attention of the other party in writing has not been corrected within thirty (30) calendar days of such notice; (2) the fraud or embezzlement on the part of the other party or provider of investment advice; (3) if the other party ceases to conduct business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors; (4) failure of the other party to pay any fees under this Agreement; or (5) if pursuant to Section 1.09 the Plan Sponsor requests the addition or removal of an investment option under the Plans, that is reasonably anticipated by the Contractor to result in a reduction in revenues under the Plans and no mutual agreement is reached between the parties on the recoupment of such lost revenues, the Contractor shall have the right to terminate this Agreement.
- 4.04 **Transfer of Records:** In the event of the termination of this Agreement, the Contractor shall provide all electronic data records to the Plan's designated representative or to a new contractor in an agreed upon format at no cost and within one hundred eighty (180) days of written notice of intent to terminate this Agreement.
- 4.05 **Amendment:** This Agreement may be amended in writing if agreed to by both parties and executed with the same formalities as this Agreement.
- 4.06 **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** To the extent the Plan Sponsor is custodian of employee funds under this Agreement and if applicable, contribute to any Plan under this

Agreement, when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

## Section 5. General

5.01 **Circumstances Excusing Performance:** Neither the Plan Sponsor nor the Contractor shall be liable to the other for any delays or damages or any failure to act due, occasioned, or caused by reason of restrictions imposed by any government or government agency, acts of God, strikes, labor disputes, action of the elements, or causes beyond the control of the parties affected thereby.

5.02 **Business Recovery Plan:** The Contractor acknowledges that it has a Business Recovery Plan in place for its computer environment, specifying steps to be taken in the event of a disaster. The plan is built around a worst-case scenario involving loss of the facility or loss of access to the facility. It is also adaptable to less severe disasters. Generally, there are three phases to the Contractor's Business Recovery Plan:

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

A critical part of this plan is the Contractor's System Recovery Plan, which itself has three components:

**Hardware:** the Contractor maintains a primary data center to support its mainframe applications and a portion of its mid-range and Intel based distributed environment. The Contractor has contracted with an outside vendor to provide hot site recovery capabilities for the primary data center in case of a site level disaster. The vendor maintains equipment that the Contractor will use to restore its applications in case of emergency. In addition, the Contractor has several data centers located throughout the U.S. with mid-range and distributed equipment to lessen the risk from any one site. On-site generators and UPS systems provide continuous power to the Contractor's facilities. A fully redundant wide area network connects all of the data centers in the U.S. as well as to the hot site vendor facility.

**Application software:** the Contractor secures program libraries, on tape cartridges weekly, storing them in both on-site and off-site vaults.

**Production data:** the Contractor's system and database files are backed up periodically, many on a daily basis, to tape cartridges stored in both on-site and off-site vaults.

The Contractor's internal auditors have reviewed its disaster recovery procedures. Portions of the plan are tested on an annual basis.

5.03 **Ownership and Use of the Content Copyright:** Each party owns all right, title and interest in its pre-existing intellectual property. You acknowledge and agree that, except for your pre-existing intellectual property, all information and content distributed through or displayed on a Contractor Web site, printed or electronic literature, including but not limited to all text, graphics, images, software applications and code, video, audio, and user interface design ("Content") is the property of the Contractor and its affiliates or its third party licensors. You have a limited, non-exclusive license to use the Content during the term of this Agreement. Original Content developed by the Contractor for the benefit of the Plan Sponsor is the property of the Contractor and its affiliates unless both parties agree to transfer ownership to the Plan Sponsor in writing.

If you or any appointee thereof, provides the Contractor with Content for distribution or display on a Contractor Web site, or in printed or electronic literature, you are responsible for obtaining permission from the owner or licensor for use of the Content.

5.04 **Parties Bound:** This Agreement and the provisions thereof shall be binding upon the respective parties and shall inure to the benefit of the same.

5.05 **Applicable Law and Courts/Choice of Venue:** This Agreement shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia.



5.06 **Disputes:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the School Board of Fauquier County) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the School Board of Fauquier County) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisor's (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

5.07 **Severability:** If any provision of this Agreement shall be found to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of this Agreement and the remainder of this Agreement shall be construed and enforced as if said illegal or invalid provision had never been inserted herein. Neither party shall be required to perform any services under this Agreement which would violate any law, regulation or ruling.

5.08 **Acknowledgment:** The Plan Sponsor acknowledges the following.

- (a) The Contractor is performing non-discretionary, ministerial administrative services at the direction of the Plan and its authorized representatives.
- (b) Neither the Contractor nor its affiliates is the Plan administrator or a fiduciary under state law, the Investment Advisors Act of 1940 or, as applicable ERISA, and the Contractor is not responsible for the selection or supervision of fiduciaries to the Plan or of service providers not associated with the Contractor.
- (c) The Plan Sponsor is solely responsible for maintaining the qualified status of the Plan, if applicable.
- (d) The Plan Sponsor has consulted with a tax or legal advisor regarding the tax consequences of the Plan.
- (e) The Plan Sponsor is responsible for selecting the Plan design and investment options that best meet its objectives. The Plan Sponsor understands that it has selected a program that may include a stability of principal option and/or variable annuities funded through a group annuity contract and/or mutual funds offered through a custodial or trust agreement to fund a tax-qualified arrangement; that the tax laws provide for deferral of taxation on earnings on participant account balances (excluding Roth or after-tax contribution sources); and that, although the annuity provides features and benefits that may be of value to participants, it does not provide additional deferral of taxation beyond that provided by the tax qualified arrangement itself. To the extent mutual funds are available as investment options under the Plan, there may be one or more classes of shares with respect to each mutual fund and each class of shares may have different rules, requirements and expense ratios and Plan Sponsor has made the determination that the class of shares chosen for the Plan is the appropriate class and is suitable for the Plan. All discretion and control with respect to the terms, administration of assets of the Plan shall remain with the Plan Sponsor or with the named fiduciaries under the Plan.

- (f) The Plan Sponsor and its authorized representatives have sole responsibility for the overall administration of the Plan, including periodically providing participants with any notices required under the Code and related Regulations to which the Plan is subject and for making all benefit determinations. The Contractor and its affiliates shall not have any discretion with respect to the management or administration of the Plan or with respect to determining or changing the rules or policies pertaining to eligibility or entitlement of any participant in the Plan to benefits under the Plan. The Contractor and its affiliates shall not have any control or authority with respect to any assets of the Plan, including the investment or disposition thereof.
- (g) The Plan Sponsor acknowledges that the Contractor does not record keep participant's 12/31/88 balances under the 403(b) Plan and therefore the Contractor will not include this balance when determining amounts available for hardship or non-emergency withdrawals. Plan Sponsor confirms that Contractor's practices are consistent with the terms and administrative practices of the Plan, where applicable. The Plan Sponsor may delegate the day-to-day administration of certain Plan Sponsor responsibilities to the Contractor as indicated in Schedule A.
- (h) The Plan Sponsor and its authorized representative have the sole authority for the review and final disposition of a Plan participant's appeal of any benefit determination made by the Contractor under the Plan.
- (i) The Contractor does not directly provide any investment advice to the Plan Sponsor with respect to the Plan's assets.
- (j) In performing services under this Agreement, the Contractor is entitled to rely on any information the Plan Sponsor, or its authorized representatives identified in Schedule J, or the Plan participants provide. The Contractor has a reasonable duty to inquire as to the authenticity or the accuracy of such information or the actual authority of such person to provide it.
- (k) The Plan Sponsor agrees to comply with the information sharing requirements under Code section 403(b) and the regulations thereunder as documented in Appendix I to Schedule C.
- (l) The Plan Sponsor will provide the Contractor with an up-to-date copy of the Plan document(s) and complete information governing the terms and operation of the Plan (including a written explanation of any practices and procedures not reflected in the Plan document). The Plan Sponsor will promptly provide to the Contractor any proposed amendments to the Plan for review and comment by the Contractor at least 90 days prior to the proposed amendment effective date.
- (m) Generally, only fees relating to the ongoing administration of the Plan may be passed through to participants. You will direct us to deduct from participant accounts those fees outlined in Schedule G. The Plan Sponsor is responsible for determining if an expense is deductible from Plan assets.
- (n) **VRIAC Error.** VRIAC's responsibility with respect to providing the services is limited to correcting errors, within a reasonable time, which result from its computer system malfunctions, its staff errors or are otherwise caused by VRIAC's negligent acts. VRIAC shall make a good faith effort to correct any such error as soon as reasonably practicable after identification of the error when such correction is reasonably necessary and practical under the circumstances. For more information on our error correction policy, please refer to Voya Retirement Insurance and Annuity Company's policy for Correction of Processing Errors ("VRIAC Policy"), which is included in Schedule I. The VRIAC Policy and any updates to the VRIAC Policy are also posted in the Sponsor Disclosure section of Sponsor Web.
- (o) **Plan Sponsor Error.** VRIAC will attempt to correct, at Plan Sponsor's expense, processing errors resulting from Plan Sponsor, or Plan Sponsor's representative, or otherwise caused by the negligent acts of Plan Sponsor, provided that Plan Sponsor promptly notifies VRIAC of such error and furnishes all data to VRIAC reasonably necessary to make such corrections. Plan Sponsor shall pay VRIAC its reasonable expenses incurred in making such corrections.

5.09 **Notices:** Each party will promptly provide the other with notice and copy of any attempts to levy or attach amounts held under the Plan and/or any litigation affecting the Plan of which it becomes aware and/or any notices or demands to be given under this Agreement. All such notices, demands or other communications

hereunder shall be in writing and duly provided if sent certified mail, return receipt requested, addressed to the party to be notified or upon whom a demand is being made, at the addresses set forth in this Agreement or such other place as either party shall from time to time designate in writing. The date of service of a notice or demand shall be the receipt date on any certified mail receipt.

Notices to the Contractor shall be sent to:

Voya Retirement Insurance and Annuity Company  
Attn: Deputy General Counsel  
Legal Department, C2N  
One Orange Way  
Windsor, CT 06095

Notices to the Plan Sponsor shall be sent to:

Fauquier County Government  
Attn: County Administrator  
Fauquier County and Fauquier School Board 457(b)  
10 Hotel Street, 2<sup>nd</sup> Floor  
Warrenton, VA 20186

AND

Fauquier County School Board  
Attn: Superintendent  
320 Hospital Drive, Suite 40  
Fauquier County School Board 403(b)  
Warrenton, VA 20186

- 5.10 **Copies of Agreement:** This Agreement may be executed in any number of counterpart copies, each of which when fully executed shall be considered as an original.
- 5.11 **Headings:** Headings are for convenience of reference only. Headings do not limit or expand the scope of the text and are not intended to emphasize any portion thereof.
- 5.12 **Independent Contractor:** The Contractor is associated with the Plan Sponsor only for the purposes and to the extent specified in this Agreement. With respect to the performance of the contracted services pursuant to this Agreement, the Contractor shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.
- 5.13 **Contractor Primary Contact:** The Contractor designates certain individual(s) to serve as the primary point of contact for the Agreement. These individuals are identified in Schedule K.
- 5.14 **Licensed Representative:** The Contractor agrees to provide licensed representatives to perform enrollment and education services, and to assist participants with account balance inquiries, investment selection changes, interfund transfers or exchanges, and transaction initiation. These individuals are identified in Schedule L.
- 5.15 **Subcontracting:** The Contractor may enter into subcontracting agreements for work contemplated under the Agreement. The Contractor shall be fully responsible for the performance of any subcontractor.
- 5.16 **Contract Assignability:** Without the prior written consent of the Plan Sponsor, the Agreement is not assignable by the Contractor either in whole or in part.
- 5.17 **Licenses and Permits:** The Contractor shall ensure that it has all necessary licenses and permits required by federal, state, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses and permits in effect for the duration of this Agreement. The Contractor will notify the Plan Sponsor immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

- 5.18 **Conflict of Interest:** The Contractor shall make all reasonable efforts to ensure that no conflict of Interest exists between its officers, employees, agents or subcontractors and the Plan Sponsor. The Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- 5.19 **Improper Consideration:** The Contractor shall not offer or be forced to provide (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee, group of employees, or agent of the Plan Sponsor in an attempt to secure favorable treatment or consideration.
- 5.20 **Indemnification:** The Contractor agrees to indemnify and hold the Plan Sponsor, its officers, employees and agents harmless from any loss, liability, claim, suit, fees (including reasonable attorneys' fees) or judgment resulting from work or acts done or omitted by the Contractor's officers, employees or agents in carrying out the Contractor's responsibilities as set forth in this Agreement to the proportionate extent that it results from the negligence or wrongdoing of the Contractor or any of its officers, employees or agents. The Contractor agreements to indemnify shall not extend to any injury or damage which results from the Contractor's reliance on information transmitted by the Plan Sponsor.
- To the extent provided by Virginia law, the Plan Sponsor agrees to indemnify and hold the Contractor, its officers, employees and agents harmless from any loss, liability, claim, suit, fees (including reasonable attorneys' fees) or judgment resulting from work or acts done or omitted by the Plan Sponsor's officers, employees or agents in carrying out the Plan Sponsor's responsibilities as set forth in this Agreement to the proportionate extent that it results from the gross negligence of the Plan Sponsor or any of its officers, employees or agents.
- 5.21 **Insurance:** During the term of this Agreement, the Contractor shall maintain Comprehensive General Liability insurance with limits of not less than one million dollars, as well as automotive and Workers' Compensation insurance policies. Also, the Contractor shall maintain Professional Liability in the amount of not less than five million dollars. A Certificate of Insurance evidencing said coverage shall be provided prior to commencement of performance of this Agreement. Throughout the term of this Agreement, the Contractor shall provide upon request an updated Certificate of Insurance upon expiration of the current Certificate.
- 5.22 **Right to Monitor:** The Plan Sponsor or any appointee thereof, shall have the right to review and audit all records, books, documents, and other pertinent items as requested, and shall have the right to monitor the performance of the Contractor in the delivery of services provided under this Agreement. Full cooperation shall be given by the Contractor in the implementation, and in any auditing or monitoring conducted.
- 5.23 **Confidentiality:** The Contractor acknowledges that all information made available by the Plan Sponsor about its employees shall be considered confidential. The Contractor agrees that it will not distribute, disclose or release to any third party any such confidential information except as otherwise agreed upon between the parties, or as otherwise required by law.


## **Section 6. RFP and RFP Response**


- 6.01 **RFP and RFP Response:** The County's Request for Proposal RFP 92-17sm, 403(b) and 457(b) Retirement Plans dated June 28, 2017 and VRIAC's responsive proposal dated July 27, 2017 (collectively the "RFP Response") are hereby incorporated by reference and made a part of this Agreement. VRIAC agrees that it will comply with all obligations undertaken in the RFP Response and agrees the County's RFP 92-17sm will take precedence over all Agreements, Contracts and Plan Services documents where any conflict may occur.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement (including all referenced and attached Schedules and Appendices) to be executed by their respective officers thereunto duly authorized on this \_\_\_ day of April, 2018.

**FAUQUIER COUNTY**


**FAUQUIER COUNTY SCHOOL BOARD**


By:   
Name: Paul McCulla  
Title: County Administrator 457(b)

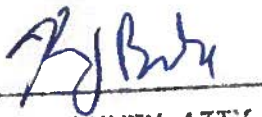
By:   
Name: David Jeck  
Title: Superintendent

**VOYA FINANCIAL PARTNERS, LLC**

**VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY**

By:   
Name: Carol B. Keen  
Title: Vice President

By:   
Name: Melissa M. McAuliffe  
Title: Vice President

APPROVED AS TO FORM  
 4/6/18  
COUNTY ATTY. DATE

**Fauquier County and Fauquier School Board 457(b) Plan  
Fauquier County School Board 403(b) Plan**

**Plan Specifications**

The following reflects the relevant provisions of the Plan document that will govern the administration of the Plan. The Plan Sponsor acknowledges it has reviewed and confirmed that these accurately reflect the provisions of the Plan as of the effective date of this Agreement.

1. **ERISA Status:** The 457(b) Plan is not subject to Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"). The 403(b) Plan is not subject to Title I of the Employee Retirement Income Security Act of 1974 ("ERISA").

2. **Contribution Sources.**

The sources of contribution permitted under the 457 Plan are:

- Employee Pre-tax
- 457 Rollover
- Non-457 Rollover
- Designated Roth Contributions
  - Roth 457(b) Rollover
  - Roth Non-457(b) Rollover
  - Rollover of In-Plan Roth Non-457(b) Rollover Account
  - In Plan Roth non-457(b) Rollover
- Employer Contribution: Employer Discretionary  
(specify type of contribution)
- Other (specify by name): \_\_\_\_\_

The sources of contribution permitted under the 403 Plan are:

- Employee Pre-tax
- Employer Mandatory Contribution (including 414(h) pick-up)
- Rollover
- Designated Roth Contributions
  - Roth Rollover
  - In Plan Roth Rollover
- After-tax Contribution (not designated Roth)
- Employer Matching Contribution
- Employer Discretionary Contribution
- Other Employer Contribution: \_\_\_\_\_  
(specify type of contribution)
- Other (specify by name): \_\_\_\_\_

3. **Vesting Schedule.** The Employer source(s) of contributions under the Plan are subject to the following vesting schedule. The Contractor will maintain participant vesting information, if applicable, according to the Plan. The Contractor will allocate forfeitures (if applicable) according to the provisions of the Plan.

- 100% Immediate or no vesting schedule applicable
- 5 year graded (20% per year after one year of service)
- 6 year graded (20% per year after two years of service)
- 3 year cliff
- Other (specify) \_\_\_\_\_

4. **Permissible In-Service Withdrawal Options**

The following participant-initiated withdrawals and/or transfers from a participant account are permitted under the 457 Plan (check all that applies):

- Unforeseeable Emergency Withdrawal
- In-Service Distribution of Rollover Account(s)
- In-Service Withdrawal for Governmental 457(b) Plans (aka de minimus withdrawal)
- Purchase of Governmental Defined Benefit Plan Service Credit

- Tax-Free Distribution for Health and Long Term Care Insurance (for retired public safety officers)
- Age Based Withdrawal – identify the age level to allow withdrawal

The following participant-initiated withdrawals and/or transfers from a participant account are permitted under the 403 Plan (check all that apply):

- Hardship Withdrawal
- Age 59 ½ (available to 401(a)/(k) and 403(b) plans only)
- In-Service Distribution of Rollover Account(s)
- Exchange (between vendors or products within the same plan)
- Plan-to-Plan Transfer (in-service and between different 403(b) plans)
- Purchase of Governmental Defined Benefit Plan Service Credit
- Tax-Free Distribution for Health and Long Term Care Insurance (for retired public safety officers)
- Normal Retirement Age – identify the age level to allow withdrawal
- Age Based Withdrawal – identify the age level to allow withdrawal

5. Final Distribution Payment Options

The following payment options are available under the 457 Plan to a participant upon separation from service (check all that applies). The default options are checked below – if no change is made, these are the payment options that will apply to participant-initiated distributions processed under the Plan.

- In cash (check applicable option):
  - full lump sum only  partial or full lump sum
- In installment payments over a period not to exceed the life expectancy of the participant or the joint and last survivor life expectancy of the participant and his or her designated primary Beneficiary. This includes the Systematic Withdrawal Option (SWO) and Estate Conservation Option (ECO) as described in the product information booklet.
- Applied to the purchase of an annuity contract (must be checked if J&S annuity is the normal form of benefit under the Plan)
- Rollover to another eligible retirement plan or IRA
- Plan to plan transfer (after severance from employment)
- Combination of all permitted payment options

The following payment options are available under the 403(b) Plan to a participant upon separation from service (check all that applies). The default options are checked below – if no change is made, these are the payment options that will apply to participant-initiated distributions processed under the Plan.

- In cash (check applicable option):
  - full lump sum only  partial or full lump sum
- In installment payments over a period not to exceed the life expectancy of the participant or the joint and last survivor life expectancy of the participant and his or her designated primary Beneficiary. This includes the Systematic Withdrawal Option (SWO) and Estate Conservation Option (ECO) as described in the product information booklet.
- Applied to the purchase of an annuity contract (must be checked if J&S annuity is the normal form of benefit under the Plan)
- Rollover to another eligible retirement plan or IRA
- Plan to plan transfer (between different 403(b) plans and after severance from employment)
- Exchange (between vendors or products within the same plan and after severance from employment)
- Combination of all permitted payment options

6. Money Source Withdrawal Sequence

The withdrawal or liquidation sequence for money sources available to fund a withdrawal from the 457 Plan is identified below. Money will be withdrawn from participant investment options on a pro-rata basis. Fixed Account restrictions may apply; refer to Schedule D.

Employee Elective Deferrals  
Employer Discretionary Contribution  
Rollovers from another 457 Plan  
Rollovers from a 401 or 403(b) Plan or IRA  
Designated Roth  
Roth Rollovers from another 457 Plan  
Roth Rollovers from a 401 or 403(b) Plan  
In Plan Roth Rollover  
Rollover of In Plan Roth Rollover from a 401 or 403(b) Plan

The withdrawal or liquidation sequence for money sources available to fund a withdrawal from the 403 Plan is identified below. Money will be withdrawn from participant investment options on a pro-rata basis. Fixed Account restrictions may apply; refer to Schedule D.

Employee Elective Deferrals  
Employer Discretionary Contribution  
Rollover  
Other (Please specify) \_\_\_\_\_

7. Mandatory Distributions

Mandatory distributions for terminated participants apply under:

- the 457 plan     the 403(b) plan  
 N/A - no mandatory distributions permitted.

If applicable, for purposes of mandatory distributions, rollover contribution balances will be:

- included in determining participant account balance  
 excluded in determining participant account balance.

If applicable, select one of the following options regarding the automatic rollover of mandatory distributions pursuant to Code section 401(a)(31). **All mandatory distributions / rollovers must be initiated by the Plan Sponsor.**

- Plan Sponsor has elected to reduce mandatory distribution limit from \$5,000 to \$1,000.  
 Plan Sponsor has elected to require mandatory distribution of participant accounts up to \$5,000. Participant account's with a balance of less than or equal to \$1,000.00 will be paid to the participant in a single lump sum cash distribution. Participant accounts with a balance between \$1,000.01 and \$5,000.00 will be rolled over into an IRA at:

- Voya Rollover IRA – *If this option is elected, the Plan Sponsor must complete the "Voya Automatic Rollover/Mandatory Distribution Agreement."*  
 Non-Voya Rollover IRA – provide the following information:

Name of IRA Provider: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_



**Fauquier County and Fauquier School Board 457(b) Plan  
Fauquier County School Board 403(b) Plan  
s who will not receive commission based sa**

The Contractor agrees to provide the Plan with the services listed within this Schedule for the term of this Agreement. For purposes of this Schedule, all references to "participant" are intended to apply equally to all account holders under the Plan. This includes participants, beneficiaries and alternate payees.

1. The one-time preparation and implementation of a Plan-specific product and service conversion or transition schedule which shall include notice to all Plan participants.
2. The initial installation of overall Plan records and individual Plan participant records.
3. To assist the Plan Sponsor and its legal counsel, the Contractor will, to the extent it has one available, provide a specimen plan document upon your request. As a specimen plan, you and your legal counsel may modify the document(s) to reflect your Plan design needs.
4. The development of Plan enrollment materials, including basic investment education material. The distribution of such materials shall be as mutually agreed upon by the parties.
5. Conducting introductory on-site education and enrollment meetings for employees. Ongoing provision of employee enrollment and education services, including the provision of enrollment materials which include the necessary information for employees to enroll and make investment choices. Enrollment materials will be made available via the Contractor's enrollment website.
6. Ongoing allocation of Plan contributions received in Good Order to individual participant accounts, and reconciliation of Plan and participant activity on a daily basis. For purposes of this provision, Plan contributions are deemed to include loan repayments (if applicable) and non-routine contributions, such as rollovers or plan to plan transfers, if permitted under the Plan.
7. Contractor will perform one test per month beginning in October through December on each participant account per Plan covered by this Agreement for the limit on elective deferrals pursuant to Code section 402(g) and/or 457(e)(15) and on the annual additions limit in accordance with Code section 415(c), if applicable. If the Plan Sponsor sponsors more than one plan, the Contractor will not aggregate the plans for testing purposes, unless specifically agreed to within this Agreement.
8. Ongoing maintenance of participant beneficiary designations under the Plan based upon mutually agreed upon procedures which shall be reflected in the Plan document. Participants may designate a beneficiary via the Contractor's participant internet site or by speaking with a customer service representative via a toll free telephone line.

Beneficiary designations will be maintained on a prospective basis only.

**Community Property Edit**

This optional feature of the online beneficiary maintenance service will take into account community property laws applicable in the participant's resident state at the time that he or she is making a beneficiary designation. When this service has been elected, the Contractor's online beneficiary maintenance service will require any participant who has identified themselves as being married or in a registered domestic partnership or a civil union and who does not designate a person identified as his or her spouse or domestic partner as a primary beneficiary for at least the percentage prescribed under the community property laws to complete and submit a paper beneficiary designation form.

The Plan Sponsor elects to utilize the Contractor's Community Property Edit feature as described above.

9. Ongoing maintenance, recordkeeping of individual participant account records and processing in a timely manner of all transactions permitted under the Plan as authorized or approved by the Plan Sponsor. Any delegation of the Plan Sponsor's role of authorizing or approving transactions under the Plan to the Contractor will be as

directed later within this Schedule or other written instrument between the parties. Such direction shall not be construed as delegating Contractor discretion with respect to such decision.

10. Ongoing generation of periodic Plan activity reports for Plan Sponsor use, as mutually agreed upon, to be made available through a secure website.
11. Ongoing processing of participant-initiated benefit payment requests received in Good Order, calculation and withholding of federal and state taxes, and the provision of necessary tax forms on a timely basis to participants who received taxable distributions during the previous year.
12. Establish and maintain an electronic interface with the Plan Sponsor for participant enrollment information (including automatic enrollments, if applicable) and changes to the participant's contribution amount or rate, as provided in Appendix I, II and III to Schedule A.
13. Access to customer service representatives via a toll free telephone line to respond to Plan participant inquiries, provide information about participants' accounts and investment options and to distribute administrative forms.
14. Access to an automated voice response system via toll free telephone lines, through which participants may obtain updated account and investment information and initiate transactions permitted under the Plan.

Access to an internet site and mobile app, through which participants may obtain updated account and investment information, and initiate transactions permitted under the Plan and request forms for initiating certain transactions as permitted under the Plan.

The Contractor provides a Personal Identification Number (PIN) for secure Participant online account registration as well as for customer service support by phone. A unique, temporary PIN is delivered by the U.S. Postal Service to Participants shortly after their account is established. To facilitate account access, temporary PINs can be delivered by email to Participants upon request. This process requires at least one Employer email domain to be provided to the Contractor.

- The Plan Sponsor authorizes the Contractor to provide temporary PINs by request of Participants to designated Employer email addresses. The following domains are registered to the Employer and provided for this purpose. Example: @employer.com.

@fauquiercounty.gov \_\_\_\_\_

\_\_\_\_\_

15. The Contractor has an ongoing commitment to advancing the retirement readiness of your participants which includes our continued addition of self-service planning tools to the participant Internet site and mobile app along with the availability of phone and local Voya Financial Advisors representatives to assist individuals with their broader financial needs. These services are offered outside of the recordkeeping services described in this Agreement. If individuals elect fee-based services, fees are charged directly to the employee and will not be withheld from any plan participant account. In order to facilitate the delivery of the services, the Contractor may use participant data to the extent and for purposes authorized by the participant whose data is being used. Securities and investment advisory services offered through Voya Financial Advisors, Inc., member SIPC.
16. Access to a Sponsor Web site, through which a Sponsor may obtain reports. The Sponsor must select a primary contact by completing an administrative form to be provided by the Contractor.
17. Incoming Rollovers / Transfers Authorization  
Ongoing review and processing of participant-initiated incoming rollover or transfer requests, on behalf of the Plan Sponsor, shall be based on mutually acceptable procedures for the review, and processing of these types of requests. Incoming rollover and transfer requests determined to be in Good Order will be processed on the same business day as the assets are received by the Contractor.

At the Plan Sponsor's direction, participants who have had a request denied shall be given the opportunity to appeal to the Plan Sponsor for review and final disposition of the determination.

18. Unforeseeable Emergency and/or Hardship Withdrawal Related provisions:  
Indicate who will be responsible for authorizing unforeseeable emergency or hardship withdrawals. Select one of the following options:

- the Contractor\*  
 Authorized Plan Sponsor representative  
 planwithease.com® Authorized  
 Other Aggregator Authorized: \_\_\_\_\_  
(Aggregator Firm Name)  
 Other \_\_\_\_\_  
(Firm or Individual's Name)

\* The Contractor will provide ongoing review and processing of participant unforeseeable emergency or hardship withdrawal requests on behalf of the Plan Sponsor, based on the standard for the review, qualification and processing of these withdrawals as provided in Appendix IV to Schedule A.

The Contractor will make a determination (approval and/or denial) within 5 business days of receipt of the request, and supporting documentation, in Good Order. If the request is approved, the request will be processed as of the date of favorable determination; with payment being mailed or made available electronically through ACH.

**Permitted Frequency** – Default is no restrictions on how often a participant may request an unforeseeable emergency or hardship withdrawal. If Plan provides for a restriction on frequency, it is to be noted below. *Leave blank if no restriction.*

- One withdrawal request every \_\_\_\_\_ months.

**403 Plan Contribution Suspension Period:** 6 months

**457 Plan Deferral Suspension Period:** N/A

19. Automatic Contribution Reinstatement  
As the Plan requires a contribution suspension period for participants who take an unforeseeable emergency or hardship withdrawal, the Contractor will automatically reinstate the participants' deferral election in effect prior to the withdrawal, unless you elect out of this service. A notification will be sent to the participant of the reinstatement. (Note: The Plan Sponsor cannot elect out of this service if the Plan utilizes the Contractor's Automatic Contribution Increase Service.)

- The Plan elects not to utilize the Contractor's Automatic Contribution Reinstatement Service (*check required to elect out of service*). Note: The Contractor will notify participants when the suspension period expires, but will not automatically reinstate the deferral election.

20. Permissible In-Service Withdrawal Related Provisions

Indicate who will be responsible for authorizing in-service withdrawals permitted under the Plan. Select one of the following options:

- the Contractor\*  
 Authorized Plan Sponsor representative  
 planwithease.com® Authorized  
 Other Aggregator Authorized: \_\_\_\_\_  
(Aggregator Firm Name)  
 Other \_\_\_\_\_  
(Firm or Individual's Name)

\*The Contractor's ongoing review and processing of participant-initiated withdrawal or transfer requests, on behalf of the Plan Sponsor, shall be based on mutually acceptable procedures for the review and processing of these

types of requests. Withdrawal or transfer requests are processed as of the date received in Good Order, with payment being mailed or made available electronically through ACH.

At the Plan Sponsor's direction, participants who have had a request denied shall be given the opportunity to appeal to the Plan Sponsor for a review and final disposition of the determination.

**Permitted Frequency** – Default is no restrictions on how often a participant may request an in-service withdrawal. If Plan provides for a restriction on frequency, it is to be noted below. *Leave blank if no restriction.*

One withdrawal request every \_\_\_\_\_ months.

21. Domestic Relations Order Administration

Indicate who will be responsible for reviewing and qualifying Domestic Relations Orders (DRO) under the Plan. Select one of the following options:

the Contractor\*

Authorized Plan Sponsor representative

planwithease.com® Authorized

Other Aggregator Authorized: \_\_\_\_\_  
(Aggregator Firm Name)

Other \_\_\_\_\_  
(Firm or Individual's Name)

\*Ongoing review and processing of DROs on behalf of the Plan Sponsor, based on the standard for the review, qualification and processing of DROs as provided in Appendix V to Schedule A.

The Contractor will make a determination within 5 business days of receipt of a DRO in Good Order. If the request is approved, the request will be processed as of the date of favorable determination; with confirmation being mailed.

If a DRO is not received in good order, the Contractor will work with the respective parties until the order is presented in Good Order.

NOTE: If a DRO received from a state agency is related to child support payments, the Contractor will 1) set up the alternate payee account AND 2) obtain sponsor authorization if required to process the check made payment to the alternate payee or if minor, to the custodial parent for the benefit of the minor child and mail directly to the state agency per instructions in the DRO. Additional distribution paperwork and/or action from the alternate payee are not required.

22. Benefit Payment Related Provisions

Indicate who will be responsible for authorizing participant-initiated benefit payment requests (including annuity payments, if permitted, and death benefits) under the Plan. Select one of the following options:

the Contractor\*

Authorized Plan Sponsor representative

planwithease.com® Authorized

Other Aggregator Authorized: \_\_\_\_\_  
(Aggregator Firm Name)

Other \_\_\_\_\_  
(Firm or Individual's Name)

\*The Contractor will provide ongoing review and processing of participant-initiated benefit payment requests (including annuity payments, if permitted, and death benefits) due to participant's separation from service or death, on behalf of the Plan Sponsor, based on mutually acceptable procedures for the review, qualification and processing of these requests. The Plan Sponsor is responsible for providing the Contractor with any and all participant termination data in the mutually agreed upon electronic format, within a reasonable time period following the participant's separation from service or death. In those individual circumstances where the Contractor does not have a beneficiary designation on file for the participant and where the Plan does not provide direction to make payment to the estate of the account holder, the Contractor will seek written direction from the Plan Sponsor as to who to make payment to pursuant to the Plan. The Contractor may not make the applicable

benefit payment request transaction and/or paperwork available to the participant until the termination data is received from the Plan Sponsor in Good Order.

Benefit payment requests are processed as of the date received in Good Order; with payment being mailed or made available electronically through. Accounts with administrative holds due to federal tax levies will not be distributed to the participant until such time that the federal tax levy is satisfied or as otherwise resolved. Once the participant has a triggering event, or requests a distribution, if evidence of payment of federal tax levy is not received, the Contractor will first make payment to satisfy the federal tax levy and then pay any remaining distribution amount to the participant.

At the Plan Sponsor's direction, participants who have had a request denied shall be given the opportunity to appeal to the Plan Sponsor for a review and final disposition of the determination.

23. Access to counseling by licensed agents or representatives for Plan participants, who are retiring or otherwise requesting a benefit payment from the Plan, based on mutually acceptable standards.
24. Ongoing processing of Required Minimum Distributions ("RMD") in accordance with the rules of Code Section 401(a)(9) for eligible Plan participants and their beneficiaries as follows:
  - a. Participants: In the absence of an affirmative election or instructions received in Good Order from the participant on an annual basis for receiving the RMD, the Contractor is directed by the Plan Sponsor with respect to the 401(a)(k) or 457(b) Plan to calculate and distribute the RMD amount. With respect to the 403(b) Plan the Contractor is directed by the Plan Sponsor to calculate the RMD amount but not distribute the RMD amount unless the participant requests such payment. The Contractor shall calculate the RMD in the following manner.
    - i. For participants with either (1) no beneficiary, (2) a non-spouse beneficiary, (3) a spouse beneficiary without a date of birth, or (4) a non-individual beneficiary (e.g., charitable organization), calculate the current year RMD by dividing the account balance on 12/31 of the prior year by the distribution period under the Uniform Lifetime Table using the participant's age on 12/31 of the current year.
    - ii. For participants with a spouse beneficiary more than 10 years younger than the participant, calculate the current year RMD by dividing the account balance on 12/31 of the prior year by the combined life expectancy factor under the Joint and Last Survivor Table using the ages of the participant and the spouse beneficiary on 12/31 of the current year.
    - iii. For participants who are at least 70-1/2 years of age in a calendar year and have separated from service with their employer, any distribution requested will first be reduced by the applicable RMD for the distribution calendar year.
  - b. Beneficiary(ies): In the absence of an affirmative election or instructions received in Good Order from the beneficiary (ies), the Plan Sponsor directs the Contractor to calculate the RMD amount in accordance with Code Section 401(a)(9) provided the Contractor has received in Good Order proper notification of the participant's death and complete beneficiary(ies) information (including the complete name and address of the beneficiary(ies)). In situations where the life expectancy rules are not available for the calculation of the RMD either because the Contractor has not received the requisite information by the date for issuing RMD payments or the beneficiary is not entitled to receive RMD under the life expectancy rules, the Plan Sponsor directs the Contractor to apply the five-year payout rule and force out a lump sum by December 31<sup>st</sup> of the fifth year following the year of the participant's death.

The Plan Sponsor acknowledges that the Contractor shall not be responsible for any tax penalties or excise taxes the Plan Sponsor, Plan participants, or beneficiaries may incur as a result of the Contractor's failure to calculate and distribute the RMD amount where the failure is due to the Plan Sponsor's, the Plan participant's or the beneficiaries' failure to provide the required information in a timely manner.

25. Ongoing facilitation of communications between the Contractor, the Plan Sponsor and the Plan participants based on mutually acceptable guidelines.

**Fauquier County and Fauquier School Board 457(b) Plan  
Fauquier County School Board 403(b) Plan**

**Appendix I to Schedule A:**

**Enrollment Services**

**Eligibility Tracking Service:**

With this service the Contractor will evaluate eligibility for the Plan Sponsor's employees based on the Plan's definition of eligibility and entry dates and establish an electronic interface with the Plan Sponsor for transmission of enrollment / contribution rate information. An employee will be notified of his eligibility, including information on how to enroll, once all requirements are completed as outlined in the Plan document. A non-enrolled employee will receive reminder notice of his eligibility, including information on how to enroll, on each anniversary of his eligibility date.

Plan Sponsor understands and acknowledges that the Contractor in providing this service is not exercising any discretion and is therefore not acting as a fiduciary when providing this administrative service. The Plan Sponsor is ultimately responsible for final determination of eligibility for Plan participation.

The Plan elects the Contractor's Eligibility Tracking Service *(please check)*

**Plan Sponsor Responsibilities**

In addition to providing timely and accurate information for this service, the Plan Sponsor will be responsible for the following:

- Upon transition of the Plan to this service, Plan Sponsor will provide the Contractor with anniversary year-to-date and Plan year-to-date hours for all employees through the Effective Date of this Agreement. Subsequent submission of hours will be required on a pay period-to-date basis.
- Plan Sponsor will notify Contractor of all rehired employees so that the employee status can be reflected properly on the Contractor's system.
- Plan Sponsor will submit to the Contractor census data for eligibility tracking for all employees with each payroll. If census data is not submitted with each payroll, the Contractor will not provide this service. Therefore, the Plan Sponsor will be responsible for tracking eligibility until such time as census data is submitted with each payroll.
- Should a participant make a deferral election through a means other than the Contractor's customer service representative, voice response system or internet site, it will be the Plan Sponsor responsibility to update its payroll system based upon the participant's election in accordance with applicable Code requirements and regulations governing the effective date of deferral elections to the Plan.

**Fauquier County and Fauquier School Board 457(b) Plan  
Fauquier County School Board 403(b) Plan**

**Appendix II to Schedule A:**

**Contribution Rate Services**

**Contribution Rate Change Service:**

This service allows participants to make contribution rate changes via the Contractor's participant internet site or by speaking with a customer service representative of the Contractor. Please note it is your responsibility to notify the Contractor of terminated employees. Contribution rate changes in fractional percentages are supported after enrollment. This service supports the older worker catch-up contribution elections (if available under the Plan). No other types of catch-up or make-up contribution options available under the Plan are supported by the service.

Plan Sponsor acknowledges that it is responsible for ensuring that the Contribution Rate Change Service complies with their state laws in regards to wage withholding. The payroll withholding laws of the Plan Sponsor's state should be reviewed prior to implementation of this program to determine if deductions, and/or contribution rate changes, without an employee's written consent are permitted. The service includes increases, decreases, stops and restarts, either based on participant direction, or as directed by the Plan as a result of loans or unforeseeable emergency withdrawals.

- The Plan Sponsor elects to utilize the Contractor's Contribution Rate Change service and participant Directed Contribution Rate Escalator service (described below) in accordance with the following criteria (please check).

**Minimum and Maximum Contribution Schedule:**

Pursuant to the Plan document, indicate the minimum and maximum contribution amount or rate a participant can elect.

**Percentage-based**

Employee elective deferral contributions	Minimum 0.00%	Maximum IRS %
Designated Roth contributions	Minimum _____%	Maximum _____%
Other (describe) _____	Minimum _____%	Maximum _____%

If applicable, indicate the maximum total contribution percentage allowed \_\_\_\_\_%

**Dollar-based**

Employee elective deferral contributions	Minimum \$0.00	Maximum \$IRS
Designated Roth contributions	Minimum \$ _____	Maximum \$ _____
Other (describe) _____	Minimum \$ _____	Maximum \$ _____

**Participant Directed Contribution Rate Escalator Service**

This service allows participants to elect automatic increases in deferral rates via the Contractor's participant internet site or by speaking with a customer service representative of the Contractor. Participant will indicate the frequency and amount of the contribution rate increase. The Contractor will send a reminder to the participant 30 days prior to the automatic increase.

**Restrictions and Limitations:**

- This service is only available if the Plan Sponsor elects to utilize the Contractor's Contribution Rate Change Service.
- This service does not apply to catch-up contribution elections.
- If there is a conflict between a participant's Contribution Rate Escalator service and the contribution limits applicable to the Plan, the participant's contribution rate escalator election will be cancelled.
- The participant's contribution rate escalator election will be cancelled if participant submits a contribution rate change election pursuant to the Contribution Rate Change Service above.

**Fauquier County and Fauquier School Board 457(b) Plan  
Fauquier County School Board 403(b) Plan  
Appendix III to Schedule A:**

**Payroll Feedback File**

**Payroll Feedback File**

If the Plan Sponsor has elected the Eligibility Tracking service, Automatic Enrollment service, the Contribution Rate Change service or offers loans, the Contractor will provide a periodic payroll feedback file through an automated process. It is the responsibility of the Plan Sponsor to update its payroll system based upon the data contained in the payroll feedback file in accordance with applicable Code requirements and regulations governing the effective date of deferral elections to the Plan.

The payroll feedback file is a .csv format file which can be uploaded to most payroll systems. As an alternative, a payroll feedback report in a .pdf format can be printed and used for manual entry into a payroll system.

**Electronic File Delivery:**

Please select one of the following delivery types (*required*):

- Email:** Contractor will send files in an encrypted format (access information will be provided). Please provide one or more email addresses:
- FTP (File Transfer Protocol):** Contractor will send files via FTP. Please provide the FTP delivery address, ID and password:  
FTP Delivery Address: ftp:// \_\_\_\_\_  
FTP ID: \_\_\_\_\_  
FTP Password: \_\_\_\_\_
- Sponsor Web/Archive:** Plan Sponsor will obtain reporting data through the Contractor's plan sponsor internet site.

The Contractor will send the periodic electronic payroll feedback file based on the information selected above until a change is provided, in writing, by the Plan Sponsor.

**Reporting Frequency:**

The Contractor will provide the automated contribution rate reporting data on the frequency that best meets the needs of the Plan Sponsor.

**Notification of Report Availability:**

The Plan Sponsor must identify an individual to receive notification of when the payroll feedback file is available. It is understood and acknowledged by the Plan Sponsor and Contractor that the individual designated below is responsible for accessing the file when notified of its availability.

Name: Kari Russell  
Telephone: (540) 422-8319  
E-mail: [Kari.russell@fauquiercounty.gov](mailto:Kari.russell@fauquiercounty.gov)

Name: Trisha Space  
Telephone: (540) 422-8321  
E-mail: [trisha.space@fauquiercounty.gov](mailto:trisha.space@fauquiercounty.gov)

Name: Mary Wyckoff  
Telephone: (540) 422-8302  
E-mail: [mary.wyckoff@fauquiercounty.gov](mailto:mary.wyckoff@fauquiercounty.gov)

Name: Janelle Downes  
Telephone: (540) 422-8301  
E-mail: [janelle.downes@fauquiercounty.gov](mailto:janelle.downes@fauquiercounty.gov)

*In the event that any identified individual is removed or replaced, the Plan Sponsor is responsible for notifying the Contractor immediately in writing.*



**Fauquier County and Fauquier School Board 457(b) Plan  
Fauquier County School Board 403(b) Plan  
Appendix IV to Schedule A**

**Unforeseeable Emergency and Hardship Withdrawal  
Review and Approval Requirements**

The Contractor is responsible for the ongoing review and processing of participant unforeseeable emergency and/or hardship withdrawal requests on behalf of the Plan Sponsor. The Contractor's process is based on the following procedures for the review, qualification and processing of these withdrawals under the Plan. The Contractor will review the request to determine whether it satisfies the IRS and Plan requirements for an unforeseeable emergency or hardship.

To request an unforeseeable emergency or hardship withdrawal, a participant must complete the relevant paperwork and provide the appropriate documentation to support the request.

**Unforeseeable Emergency Approval Requirements**

Specifically, an unforeseeable emergency means extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant including:

- severe financial hardship of the participant resulting from an illness or accident of a participant, the participant's spouse or of a participant's dependent (as defined in Code Section 152(a))\*;
- loss of the participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance); or
- other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

\*Effective in 2007, the Pension Protection Act of 2006 expanded this definition to include the participant's designated primary beneficiary.

**Hardship Withdrawal Approval Requirements**

A participant must establish he or she has an immediate and heavy financial need. The standard by which hardship requests will be evaluated shall be based upon the events that meet the safe harbor definition for an immediate and heavy financial need in compliance with the relevant hardship regulations under Internal Revenue Code Sections 401(k) and 401(m), as amended from time to time.

In its evaluation, The Contractor will limit the withdrawal to the amount reasonably necessary to satisfy the financial need, which may include any amounts necessary to pay Federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. In addition, a withdrawal shall be allowed only to the extent that such financial need cannot be satisfied from other resources available to the participant including: 1) reimbursement or compensation from insurance or otherwise; 2) liquidation of the participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or 3) cessation of the participant's deferrals under the Plan.

The determination of whether a request qualifies as an unforeseeable emergency or an immediate and heavy financial need in the case of a hardship will be based on all the facts and circumstances of the participant's specific situation. While it is a subjective decision, the Contractor's process incorporates three underlying principles: consistent application of the IRS rules to similar situations; decisions must be reasonable and not arbitrary; and when there is a close call, we err on the conservative side.

The Contractor takes this review process very seriously and understands the importance of consistently administering the IRS and Plan requirements. The Contractor recognizes that failure to do so, and thus treating the Plan like a savings account, can result in adverse tax consequences to the participant and to the Plan.

Withdrawal requests will be reviewed in a timely manner. For requests which are approved, the Contractor will process the withdrawal as of the date of the approval. A participant, who has had a withdrawal request denied because of insufficient documentation, can resubmit his or her request to the Contractor for re-review with all applicable documentation.

A participant whose request has been denied after submission of all relevant documentation has the opportunity to appeal the decision to the Plan Sponsor.

**Fauquier County and Fauquier School Board 457(b) Plan  
Fauquier County School Board 403(b) Plan  
Appendix V to Schedule A**

**Domestic Relation Order  
Review and Approval Requirements**

The Contractor is responsible for the ongoing review and processing of Domestic Relations Orders (DRO) on behalf of the Plan Sponsor. The Contractor's process is based on the following procedures for the review, qualification and processing of DROs which has been reviewed and approved by the Plan Sponsor. The Plan Sponsor acknowledges that the Contractor will perform this service in a ministerial capacity only and will not exercise any discretion in performing this service. The Contractor's process if followed as specified below shall constitute a valid Plan Sponsor direction to process the DRO.

**Definition of a Domestic Relations Order**

A Domestic Relations Order ("DRO" or "Order") is a court order, judgment, or decree issued under a state's domestic relations law that recognizes the right of a spouse, former spouse, child, or other dependent of a participant in an employee benefit plan to receive all or part of the participant's benefit in the plan.

A Qualified Domestic Relations Order ("QDRO") is a DRO that has met the specific requirements mandated by federal law and the provisions of the Plan as determined by the Plan Administrator or its designee. A QDRO requires a qualified plan to pay all or any part of a participant's benefits to an alternate payee. An alternate payee is a spouse, former spouse, or dependent of the participant who is entitled to a portion of the participant's benefits.

**Requirements for QDRO**

In order for a participant's benefit to be assigned to an alternate payee (i.e., the spouse, former spouse, child or other dependent of the participant), a DRO that constitutes a QDRO within the meaning of the internal Revenue Code Section 414(p) must contain the required elements as outlined below as well as the Contractor's Good Order requirements. In addition, certain state rules may be imposed on domestic relations orders by statute.

1. The Order must be an original or a court-certified copy of the original, signed by the judge or clerk of the court. A fax or a photocopy cannot be accepted as they are not in compliance with the Contractor's Good Order standards.
2. The Order must create or recognize the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable under the plan with respect to a participant.
3. The Order must constitute a judgment, decree or order (including approval of a property settlement agreement) that relates to provisions of child support, alimony payments or property rights to a spouse, former spouse, child or other dependent of a participant, made pursuant to a state domestic relations law (including a community property law).
4. The Order must clearly and unambiguously name each Plan to which the order applies. The Order must reflect the full Plan name as stated within the Plan document.

Note: If a participant has an account balance invested with an orphaned annuity contract provider under a 403(b) plan, the participant and alternate payee must contact the orphaned annuity contract provider directly. An Order related to an orphaned annuity contract will not be managed by the Contractor.

5. The Order must provide the following participant information:
  - Name (full legal name)
  - Social Security Number<sup>1</sup>
  - Last known mailing address
  - Date of Birth

<sup>1</sup>If state or local law prevents the inclusion of such information in the Order, this data must be provided to the Contractor in a letter and/or addendum, signed by the attorney that drafts the Order.

6. The order must provide the following alternate payee<sup>1</sup> information:
  - Name (full legal name)
  - Social Security Number<sup>2</sup>
  - Last known mailing address
  - Date of Birth

<sup>1</sup>If the alternate payee is a minor child, the name of the custodial parent is needed in the Order.  
<sup>2</sup>If state or local law prevents the inclusion of such information in the Order; this data must be provided to the Contractor in a letter and/or addendum, signed by the attorney that drafts the Order.
7. The Order must include the exact dollar amount or percentage of the participant's benefits to be paid by the plan to each alternate.
8. If the participant has an outstanding and/or defaulted loan, the Order must indicate if the outstanding and/or loan balance should be used in determining the amount due.
9. The Order must specify the exact date or the payment period to which the Order applies (i.e., the determination or valuation date). Participant accounts are valued each business day the New York Stock Exchange is open.
10. The Order must clearly indicate if the dollar amount or percentage should be adjusted for any earnings (gains/losses) from the determination/valuation date to the date the assets are segregated, and if these should be segregated on behalf of the alternate payee.
11. The Order should clearly specify whether the participant's vested or total account balance is to be used in determining the alternate payee's portion he or she is entitled to. Generally, the vested account balance is used for calculation purposes. Account values fluctuate with market conditions. The Contractor will verify whether there are sufficient funds available for segregation from the participant's account in the amount of the court order award to the alternate payee(s). The Contractor will not be liable for any damage (actual or alleged) resulting from such actions. If the dollar amount specified is above the current balance, the Order may be rejected. Only vested benefits may be paid. If the participant is partially vested, and the award is for more than the presently vested amount, payment of the non-vested portion may not be made to the alternate payee until the participant has become vested in that amount.
12. If the Plan has non-core investment options (e.g., life insurance, self-directed brokerage account, certificate of deposit, etc.) the Order must not require that amounts be redeemed from non-core investment options. To the extent that amounts invested in the core investment options are not sufficient to satisfy the Order, the Contractor will not approve the Order until the participant has transferred from the non-core investment option into the core investment options the amount necessary to satisfy the Order.
13. The Order must provide that the calculation of the amount of the participant's benefit to which the alternate payee is entitled to be readily calculable and according to records currently available to the Contractor. Pursuant to this requirement, the Contractor will not accept any Order that requires calculations prior to the time the Contractor began providing services to the Plan.
14. A plan may specify a date as of which QDROs are allowed under the Plan (such as Orders dated after a specified date, e.g., January 1, 2002). Court orders which pre-date the allowance of QDROs under the Plan may not be accepted. If no date is specified, the presumption is the Plan has always allowed QDROs.
15. The Order must not require the plan to provide any type or form of benefit or any option, not otherwise provided under the Plan. Also, the Order cannot require payment to an alternate payee in the form of a qualified joint and survivor annuity in favor of the alternate payee and his or her spouse.
16. The Order must not require the plan to provide increased benefits (determined on the basis of actuarial value).
17. The Order must not require any payment of benefits to an alternate payee that are required to be paid to another alternate payee under a previously issued QDRO.

18. The Order must not provide for tax treatment of the account other than as required under federal law and regulations. If the Order is for a minor, taxes will be withheld from the amount that is ultimately paid from the minor's account unless the Order specifies otherwise.
19. The Order may state the segregated amount shall be distributed to the alternate payee, or the custodial parent for the benefit of a minor, if applicable, as soon as administratively feasible after the Contractor's acceptance of the Order as a QDRO. The custodial parent for the minor will need to contact the Contractor at (800) 584-6001 to obtain a distribution form. The distribution can only be made payable to the custodial parent for the benefit of the minor. Taxes of 10% will be withheld from the minor's distribution and the Form 1099-R will be reported to the participant.

**NOTE:** If this pertains to a Qualified Domestic Relations Order received from a state agency related to child support payments, the Contractor will 1) set up the alternate payee account AND 2) obtain sponsor authorization if required to process the check made payment to the alternate payee or if minor, to the custodial parent for the benefit of the minor child and mail directly to the state agency per instructions in the Order. Additional distribution paperwork and/or action from the alternate payee is not required.

If the Order meets all of the approval requirements listed above, it will be given effect and the Contractor will send notification of approval to the involved parties and their counsel.

If the order fails to meet one or more of the approval requirements listed above, it will be rejected. A letter notifying the involved parties of the rejection will be mailed, together with an explanation.

**Payments to the Alternate Payee**

The alternate payee may receive an immediate or deferred payment in accordance with the distribution options provided under the Plan.

The alternate payee must complete and submit applicable disbursement paperwork for such distributions. Such paperwork is available by contacting a customer service associate.

**Fauquier County and Fauquier School Board 457(b) Plan  
Fauquier County School Board 403(b) Plan  
Schedule B: Loan Program**

Terms of Contractor's Loan Program ("Loan Program"):

- **Types of Loans Permitted** – select all that apply.
  - General Purpose
  - Residential
  
- **Maximum number of loans that may be outstanding at any time.**

1	General Purpose
1	Residential
1	Total (regardless of type of loan and assuming participant has no prior loan that has been deemed distributed, i.e. in default)
  
- **Permitted Frequency** – Default is no restrictions on how often a participant may request a loan as long as the maximum number of loans is not exceeded. If Plan provides for a restriction on frequency, it is to be noted below. Leave blank if no restriction.
  - One General Purpose loan every \_\_\_\_\_ months.
  - One Residential loan every \_\_\_\_\_ months.
  
- **Minimum Loan Amount** - Indicate the minimum loan amount pursuant to this Loan Program \$1,000.
  
- **Maximum Loan Amount** - the maximum amount of a loan made pursuant to this Loan Program shall be an amount which, when added to the outstanding balance of any other loans to the participant from the Plan and any other qualified plan of the Employer, does not exceed the lesser of:
  - (i) \$50,000 reduced by the excess (if any) of
    - a) the highest outstanding balance of loans from the Plan to the participant during the one year period ending on the day before the date on which such loan is made, less
    - b) the outstanding balance of loans from the Plan to the participant on the date on which such loan was made, or
  - (ii) one-half (1/2) of the present value of the non-forfeitable accrued benefit of the participant under the Plan.
  - For purposes of this limit, all plans of the Employer shall be considered one plan, to the extent required by Section 72 of the Internal Revenue Code, and the balance of all loans under any plan of the Employer under which the individual participates must be aggregated in determining the maximum loan available from the Plan. The Employer will be responsible for confirming the accuracy of the loan amount available for participant and has an outstanding loan balance with an Employer sponsored plan that is not administered by the Contractor.
  - All assets under the participant's Account with the Contractor will be considered in determining the maximum loan amount available.
  - Loan fee shall be deducted from the participant's total account balance before determining the maximum loan amount available.
  
- **Loan Interest Rate** – the interest rate used for loans from your Plan must be commensurate with interest rates currently charged by persons in the business of lending money for loans which would be made under similar circumstances.

The Contractor will set the loan interest rate on the first business day of each calendar month following the month in which a change in the loan interest rate index occurs. Changes to the loan rate will be applicable to loans issued on or after the first business day of the month following the month in which the rate is changed. The index for establishing the loan interest rate for the Plan is as follows. Select one of the following options:

- The Prime Interest Rate published in the Wall Street Journal on the last business day of each month.
- Moody's Corporate Bond Yield Average – Monthly Average Corporates, as published by Moody's Investors Service, Inc. on the last business day of each month.

The following adjustment factor is to be added to the indexed interest rate for loans issued under the Plan. Select one of the following options.

- No adjustment
- 0.5% (one-half percent)
- 1.0% (one percent)
- 1.5% (one and one-half percent)
- 2% (two percent)
- 2.5% (two and one-half percent)
- Other (specify)\* \_\_\_\_\_

\* Subject to the Contractor's underwriting review and approval.

- **Loan Repayment Frequency** - The loan repayment frequency will be used to amortize the loan and calculate loan repayments. The loan repayment frequency will be determined by the payroll frequency. Check all that apply. If more than one frequency is checked, indicate the payroll location name or number to which the frequency applies.

**457 Plan**

- 0001 Unidentified
- 1001 County (Biweekly)
- 1002 Schools (Biweekly & Monthly)

**403 Plan**

- 0001 Unidentified
- 1002 Schools (Biweekly & Monthly)

- **Loan Repayment Method** – Select one of the following options.
  - Payroll deduction, subject to the Loan Repayment Following Separation from Service option shown below.
  - ACH debit to the participant's bank account
- **Loan Repayment Following Separation from Service** – Are participants that have separated from service permitted to continue loan repayments?
  - Yes – Plan Sponsor understands and agrees to the conditions noted below.
  - No

**Conditions:**

1. Must be permitted under the Plan document.
  2. Plan Sponsor is responsible for providing the Contractor with any and all participant termination data in a mutually agreed upon electronic format.
  3. Loan repayments for participants that have separated from service will be made via ACH Debit to the participant's bank account.
  4. Should the participant take a full distribution of his or her account balance, the outstanding loan will be automatically defaulted.
- **Prepayment** - Prepayment of the full loan amount will be allowed at any time, without penalty. Partial loan prepayments are not permitted.
  - **Maximum loan repayment period** – Internal Revenue Code section 72(p) requires a plan loan be repaid in full no later than 5 years from the date of the loan (except for a loan used to acquire a principal residence of the plan participant). Accordingly, it may be necessary to provide for a loan repayment term that is less than 60 months in order to meet the Code section 72(p) requirement (e.g., 57 or 58 months, etc.).
    - General Purpose 57 (maximum of 57 months.)
    - Residential 180 (maximum of 360 months.)
  - **Investment of Loan Repayments** - Loan repayments will be allocated in accordance with the participant's current contribution investment allocation instructions on the date a loan repayment is received in good order.
  - **Loan Default Restrictions** - If the participant defaults on any loan under the Plan, the participant shall not be allowed to initiate another loan of that type under the Plan until the defaulted amount is repaid.
  - **Loan Fee** - The Contractor shall charge a one-time fee to the participant at the time of loan for services rendered under this Loan Program, in the amount of \$100 per loan.

- **Money Source Withdrawal Sequence** – A withdrawal or liquidation sequence for money sources available to fund a loan from the 457 Plan must be identified. Omit from the sequence the money-source(s) not available to fund a loan. *The default sequence for a governmental 457(b) plan is shown below – if no change is made, this is the withdrawal sequence that will apply to loans issued under the Plan.*

1st	Employee Elective Deferrals
2nd	Rollovers from another 457 Plan
3rd	Rollovers from a 401 or 403(b) Plan or IRA
4th	Employer Discretionary

A withdrawal or liquidation sequence for money sources available to fund a loan from the 403 Plan must be identified. Omit from the sequence the money-source(s) not available to fund a loan. *The default sequence for a governmental 403(b) plan is shown below – if no change is made, this is the withdrawal sequence that will apply to loans issued under the Plan.*

1st	Employee Elective Deferrals
2nd	Rollovers
3rd	Employer Discretionary

- **457 Plan Fund Withdrawal Sequence** – Money will be withdrawn from participant investment options in the 457 Plan on a pro-rata basis.
- **403 Plan Fund Withdrawal Sequence** – The *Vanguard Total Bond Market Index – Admiral Shares* (Voya fund #0898; Ticker VBTLX) is the designated 403(b)(7) Loan Investment Option. The designated 403(b)(7) Loan Investment Option is to be used to initially fund a loan. To the extent the amount in the designated 403(b)(7) Loan Investment Option is insufficient to fund the loan, assets will be withdrawn from the participant's other investment options on a pro-rata basis. If this is still insufficient to fund a loan, an exchange from the 403(b)(1) annuity will be processed automatically.

- **Spousal Consent** – indicate if spousal consent is required for loans from the Plan

- Yes  
 No

- **Loan Authorization** – indicate who will be responsible for authorizing loan disbursements. Select one of the following options:

the Contractor, based on the loan provisions of the Internal Revenue Code Section 72(p), corresponding regulations and terms of the Loan Program as identified in this Schedule.

Authorized Plan Sponsor representative

Planwide Authorized

Other Aggregator Authorized: \_\_\_\_\_

(Aggregator Firm Name)

Other \_\_\_\_\_

(Firm or Individual's Name)

- **Paperless Loan Processing** – This service allows Plan participants to initiate general purpose loans online through a secure website or through a toll-free customer service line and receive a check directly from the Contractor without completing loan request paperwork. The loan provisions (Promissory Note and Truth and Lending Disclosure) are included on the check remittance. By endorsing the check, the participant accepts the terms of the loan.

Paperless loan processing service is not available if the Plan requires additional qualifying criteria for loans (e.g., hardships or unforeseeable emergency) or if the Plan requires spousal consent for loan requests. This service is not available for residential loan requests.

Plan Sponsor elects to utilize the Contractor's paperless loan processing service.

- **Loan Default Monitoring** – Where the Contractor is recordkeeping loans under the Plan, the Contractor will perform loan default monitoring as described herein. The loan default process will occur on the next to last



business day of each month. This schedule allows us to effectively monitor and take action on loans that risk default. The Plan Sponsor agrees that the Plan document shall identify the Grace Period as the last business day of the calendar quarter following the calendar quarter in which the loan repayment was due. You also agree to have the Contractor actively monitor and alert participants of potential loan defaults and defaulted loans.

- **Trust Requirement** - Loans extended under this Loan Program will be held in trust by Voya Institutional Trust Company.

**Plan Sponsor Responsibilities:**

- Ensure the Plan document and any applicable state/local law allows for loans to be administered in accordance with the terms of this Loan Program.
- The Plan Sponsor will inform the Contractor of the any change to the provisions of the Loan Program (and thus the criteria for approving loans under the Plan) as identified in this Schedule.
- Establish payroll deduction of loan repayment amount for each participant with an approved loan.
- Remit loan repayment amounts via the payroll submission tool being utilized by the Plan Sponsor on behalf of each active participant with an approved loan. The data provided is to include the loan identifier and repayment amount.
- Notify the Contractor of any participant with an outstanding loan who begins a leave of absence, either bona fide (for a period of not more than one year) or due to uniformed service (military duty) and for whom suspension of loan repayments will apply. The data provided is to include the type of leave, the start date and the end date.

**Contractor Responsibilities:**

- The Contractor will set the interest rate to apply to loans issued under the Plan. Such rate will be determined monthly for new loans. A loan will be processed using the rate in effect when the loan request package is sent to the participant. The loan request package and interest rate will be valid for a maximum of 30 days. The Contractor will reset the loan interest rate as indicated in the Loan Interest Rate section above. The rate will apply for the duration of the loan.
- Process loans from a participant's account in accordance with the terms of the Loan Program and the loan request package. The Contractor will rely on information provided by the Plan Sponsor or its designee to monitor regulatory limitations when issuing loans. The Contractor will not be responsible for any errors resulting from the failure of the Plan Sponsor or its designee to provide complete and accurate information.
- Deduct the loan amount from the participant's account based on the Money Source Withdrawal Sequence selected above, on a pro-rata basis across all current investment options within the participants account or such other method as agreed upon between Contractor and the participant.
- Generate reports, including a Loan Amortization Report, to be made available to the Plan Sponsor through a secure website.
- Furnish participants with quarterly account statements, reflecting loan activity since the prior statement date.
- Provide the Plan Sponsor with the loan repayment amount for each participant loan as determined by the level amortization calculation applicable to the amount of the loan, the repayment frequency, and selected repayment period. Loan repayment amounts will be provided through an automated periodic payroll feedback file as described in Appendix III to Schedule A.

Loans can be re-amortized only upon written direction from the Plan Sponsor and only if there has been a change in the borrower's payroll frequency or status. Outstanding loans cannot be refinanced.

- Upon notice from Plan Sponsor that a participant with an outstanding loan is on a qualifying leave of absence, loan repayments may be suspended for the maximum period permitted under IRS rules. Currently, IRS rules permit loan repayments to be suspended in the following circumstances:
  - A participant on a bona fide leave may suspend payments for up to one year if the pay received by the participant during this period is less than the amount of the installment payments required under the terms of the loan. However, the loan must still be repaid by the end of the loan term (i.e., the period of suspension will be less than one year if the loan was within one year of the final payment due date when the leave began).
  - A participant on a leave of absence due to performance of the uniformed services (as described under Internal Revenue Code Section 414(u)), may elect to suspend loan repayments for the period of uniformed service. In

this situation, upon the participant's return from uniformed service, the loan repayment period will be extended by a period equal to the length of the uniformed service.

- The Contractor will monitor loan repayments and perform default processing if there is an outstanding balance after the scheduled loan maturity date or there is more than one scheduled loan repayment not received by the end of the Grace Period. Should this occur, the entire loan will be in default. Each month, we will generate a warning notification to any participant who has missed more than one loan repayment during the previous quarter or has an outstanding balance after the scheduled loan maturity date. The notification will describe the implications of missing a loan repayment and the date on which the loan will be defaulted unless a repayment is promptly received. At the same time, we will generate a series of loan reports as noted below to be made available to the Plan Sponsor through a secure website.
  1. Missed First Loan Payment Report – reflects loans with a first payment due during the current or previous month and have not had any loan payments applied.
  2. Delinquent Loans Report – reflects loans that had any missing payments during the current month.
  3. Loans Past Maturity Report – reflects loans that had a loan payoff/maturity date during the current month but have an outstanding loan balance.
  4. Deemed/Offset Loans Report – reflects loans that were deemed or offset due to not being paid by the grace period applicable to the Plan.

On the last business day of the calendar quarter we will default any loan in which the grace period expires that day. A confirmation statement will be sent to participants for whom a loan default is processed.

- Compute and withhold federal and state income taxes, as required by law, for loan defaults or withdrawals from the Plan in order to repay outstanding loan amounts in full, in accordance with the Internal Revenue Code and applicable guidance. The Contractor will forward, within the applicable time limit, the appropriate information return reflecting the amount of the defaulted loan disbursement and taxes withheld to the appropriate taxing authority and to the participant.

**Fauquier County and Fauquier School Board 457(b) Plan  
Fauquier County School Board 403(b) Plan  
Schedule C: Administrative Requirements**

For purposes of this Schedule, all references to "participant" are intended to apply equally to all account holders under the Plan. This includes participants, beneficiaries and alternate payees.

1. Participant account statements and Plan Sponsor reports shall reflect accurate information with regard to contributions, allocations, earnings and withdrawals. Plan Sponsor agrees to review statements, IRS filings and other report or documents produced by the Contractor and to promptly identify in writing any errors or discrepancies. The Contractor agrees to correct any errors it is promptly notified of without charge. The Contractor will not have any additional liability for errors, unless due solely to its gross negligence.
2. Participant account statements include detail regarding all transactions since the prior statement date.
3. Under normal circumstances and unless otherwise authorized by the Plan Sponsor; participant statements shall be mailed within 15 days of the end of a statement period. Where a participant has more than one Plan account subject to this Agreement, the account statement will reflect all Plan account balances, unless you direct the Contractor otherwise.
4. Information on payout options, including a notice which satisfies the requirements of Internal Revenue Code Section 402(f), will be made available to participants through the internet or a toll free telephone number. Additionally, upon a terminated participant's request, a licensed representative will provide to the participant education and assistance on the available payout options.
5. Contributions including loan repayments (if applicable) determined to be In Good Order on any day that the New York Stock Exchange is open (a "Business Day"), and prior to the close of the exchange, shall be applied to the appropriate account on that day's close of business of the New York Stock Exchange. Contributions received at any other time will be applied to the appropriate account on the next succeeding Business Day. Written confirmation of receipt and deposit will be provided to the Plan Sponsor or its designee by mail. The Contractor shall notify the Plan Sponsor or its designee by telephone within two business days of discovery of transactions received not in Good Order. If after 5 business days, transactions remain not in Good Order, the Contractor will require the Plan Sponsor to provide written consent for the Contractor to continue holding the amount of the contributions related to the not In Good Order transactions in a non-interest bearing suspense account. If after 14 business days, the transactions remain not in Good Order, the amount of the contributions received not in Good Order will be refunded to the Plan Sponsor.
5. A calendar year-end report shall be delivered to the Plan Sponsor, by March 31 of the following year. The custom Plan Review book includes Plan-specific data on plan assets, participant counts and average balances, contribution and distribution activities, service utilization along with fund performance and Scorecard information. Industry benchmarking is available to help you compare your Plan to other comparable plans in the industry.
7. The Contractor will maintain appropriate records and documents for not less than six years from document creation. Upon reasonable prior notice, each party will make available to the other such records and documents relating to this Agreement as may be required for a Plan audit.

**Fauquier County School Board 403(b) Plan**  
**Appendix I to Schedule C**

**Information Sharing Agreement**  
**applicable to 403(b) Plans**

If this Agreement covers a 403(b) Plan, the Plan Sponsor acknowledges that the 403(b) Plan under which is funded by 403(b) annuity contract(s) and/or 403(b)(7) custodial accounts issued or administered by VRIAC ("the Voya Contracts", for purposes of this appendix) permits contract exchanges and that the Voya Contracts are available to receive both ongoing contributions and contract exchanges under the 403(b) Plan. Information sharing as described in this appendix applies to the Voya Contracts issued on behalf of a participant or beneficiary (pursuant to sections 1.403(b)-(2)(b) (3) and (12) of the Final Treasury Regulations) pursuant to an exchange from a prior issuer's 403(b) contract as described in section 1.403(b)-10(b) of the Treasury Regulations under the Plan Sponsor's 403(b) Plan.

- Plan Sponsor and VRIAC agree to share with each other the following information from time to time:
- Information necessary for the Voya Contracts, or any other contract to which contributions have been made by the Plan Sponsor under the 403(b) Plan on behalf of the participant or beneficiary, to satisfy section 403(b), including information concerning the participant's employment, if applicable, and information that takes into account the participant or beneficiary's other section 403(b) contracts or qualified employer plans (such as whether a severance from employment has occurred for purposes of the distributions restrictions in §1.403(b)-6 of the Final Treasury Regulations and whether the hardship withdrawal rules of §1.403(b)-6(d)(2) are satisfied).
- Information necessary for the Voya Contracts, or any other contract to which contributions have been made by the Plan Sponsor under the 403(b) Plan on behalf of the same individual, to satisfy other tax requirements (such as whether a plan loan satisfies the conditions in Internal Revenue Code section 72(p)(2) so that the loan is not a deemed distribution under section 72(p)(2)).
- Any other information required to comply with the applicable laws and regulations.
- The Plan Sponsor agrees to comply with the Final IRS 403(b) regulations which were generally effective January 1, 2009.
- The Plan Sponsor agrees to provide the Contractor with a list of all issuers approved to issue 403(b) contracts to participants or beneficiaries under the 403(b) Plan and the Contractor agrees to cooperate with respect to sharing information as described in this section. The Plan Sponsor agrees to identify VRIAC and/or Voya Institutional Trust Company as an approved Investment Provider and the Voya Contracts as available under the Plan to receive both ongoing contributions and contract exchanges in a written plan as required by the January 1, 2009 403(b) regulations or any extension of such date..
- The Plan Sponsor agrees to partner with the Contractor and other approved Providers and, and if applicable, any third party administrators to develop both procedures and agreements to share participant information, as required by the 403(b) regulations, including the information mentioned above, and any other information necessary to comply with the new 403(b) regulations.
- The Plan Sponsor agrees to establish a written plan that covers both required elements and any optional features and to amend the plan as may be necessary from time to time.
- The Plan Sponsor agrees to review any applicable state laws and local laws and collective bargaining agreements regarding any provisions about exchanges of participant 403(b) accounts.
- The Contractor agrees to request information regarding a prior 403(b) contract from the prior issuer at the time of an exchange into any Voya Contracts and provide information to any successor issuer in any subsequent exchange transaction out of any Voya Contracts.

In the absence of available information regarding all or any portion of a 403(b) contract, the Contractor shall rely on the rules described in §1.403(b)-6(d)(3) of the Final Treasury Regulations.

**Fauquier County and Fauquier School Board 457(b) Plan  
Fauquier County School Board 403(b) Plan  
Schedule D: Plan Investment Options**

The Contractor agrees to provide Plan participants with a selection of investment options as shown below. The Plan Sponsor acknowledges that it has chosen these investment options to be made available to participants under the Plan. The Plan Sponsor acknowledges receipt and has reviewed the prospectuses for each identified investment option.

<b>Fund Number</b>	<b>Fund Name</b>	<b>Fund Legal Structure</b>
4020	Voya Fixed Plus Account III	Fixed
C412	American Century Capital Preservation Fund - Investor Class - C412	Mutual Fund
3049	Fidelity Advisor® Total Bond Fund - Institutional Class	Mutual Fund
0898	Vanguard® Total Bond Market Index Fund – Admiral Shares	Mutual Fund
2179	T. Rowe Price Retirement 2010 Fund - Advisor Class	Mutual Fund
2181	T. Rowe Price Retirement 2020 Fund - Advisor Class	Mutual Fund
2186	T. Rowe Price Retirement 2030 Fund - Advisor Class	Mutual Fund
2185	T. Rowe Price Retirement 2040 Fund - Advisor Class	Mutual Fund
2187	T. Rowe Price Retirement 2050 Fund - Advisor Class	Mutual Fund
6981	T. Rowe Price Retirement 2060 Fund - Advisor Class	Mutual Fund
2178	T. Rowe Price Retirement Balanced Fund – Advisor Class	Mutual Fund
0899	Vanguard® 500 Index Fund - Admiral Shares	Mutual Fund
1122	Vanguard® Total Stock Market Index Fund – Admiral Shares	Mutual Fund
7220	JPMorgan Value Advantage A	Mutual Fund
1100	MainStay Large Cap Growth Fund - Class R2	Mutual Fund
0756	Vanguard® Mid-Cap Index Fund - Admiral Shares	Mutual Fund
1664	Prudential Jennison Mid-Cap Growth Fund, Inc. – Class A	Mutual Fund
6234	MFS® Mid Cap Value Fund - Class R3	Mutual Fund
0757	Vanguard® Small-Cap Index Fund - Admiral Shares	Mutual Fund
1182	Carillon Eagle Small Cap Growth Fund - Class A	Mutual Fund
1628	Victory Sycamore Small Company Opportunity Fund - Class A	Mutual Fund
C482	Invesco Real Estate Fund – Class R	Mutual Fund
0190	Oppenheimer Developing Markets Fund - Class A	Mutual Fund
9889	Vanguard® Total International Stock Index Fund - Admiral	Mutual Fund
0496	American Funds EuroPacific Growth Fund - Class R-3	Mutual Fund

**Stability of Principal Restrictions**

**Alternative One: Voya Fixed Account – 457/401 II**

**Participant Withdrawals**

The Plan Sponsor is to choose from one of the following options relating to restrictions imposed when a participant requests a withdrawal from the Voya Fixed Plus Account III investment option.

- Transfer and Withdrawal Limit  
 Equity Wash

**Termination of Agreement**

Upon your 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" rule as described in the group annuity contract. Subject to regulatory approval, the group annuity contract will also provide for an immediate lump sum withdrawal of the Voya Fixed Plus Account III assets after the completion of the fifth contract anniversary, provided a written request is received by the Company in good order at least 90 days in advance of the fifth contract anniversary date.

**Additional Information**

For additional information on the Stability of Principal investment option available to the Plan, including all withdrawal rules and restrictions, please refer to the product disclosure booklet provided by VRIAC, or to the group annuity contract.

***Plan Sponsor should consider the investment objectives, risks, and charges and expenses of the investment options carefully before choosing to make these options available to participants under the Plan. Fund prospectuses containing this and other information can be obtained by contacting your local representative. Please read the information carefully before signing this Agreement. You may also visit our website at [www.voyaretirementplans.com/sponsor](http://www.voyaretirementplans.com/sponsor) to view your Plan information on-line.***

**Fauquier County and Fauquier School Board 457(b) Plan**  
**Fauquier County School Board 403(b) Plan**  
**Schedule E: Investment Provider Minimum Standards Disclosure Statement**

The following items summarize the minimum administrative requirements required in order for the Contractor to transact with an investment provider on the Plan's behalf:

1. **Pricing Deadlines:** The investment provider must furnish the Contractor with confirmed net asset value information as of the close of trading (generally 4:00 p.m., Eastern Time) on the New York Stock Exchange ("Close of Trading") on each business day that the New York Stock Exchange is open for business ("Business Day") or at such other time as the net asset value of the fund is calculated as disclosed in the relevant then current prospectus(es) in a format that includes (i) the fund's name and the change from the last calculated net asset value, (ii) dividend and capital gains information as it arises, and (iii) in the case of a fixed income fund, the daily accrual or the distribution rate factor. Such information shall be provided to the Contractor by 6:30 p.m. Eastern Time. "Net" means after all management, service and administrative expenses are deducted.
2. **Pricing Error Reimbursements:** The investment provider shall agree to hold the Plan harmless for any amounts erroneously credited to participant accounts due to (i) an incorrect calculation of the fund's daily net asset value ("NAV"), dividend rate, or capital gains distribution rate or (ii) incorrect or late reporting of the daily net asset value, dividend rate, or capital gains distribution rate of a fund, by reimbursing the Contractor, on the Plan's behalf. In addition, the fund shall be liable to the Contractor for systems and out of pocket costs incurred by the Contractor in making the Plan's or the participant's account whole, if such costs or expenses are a result of the fund's failure to provide timely or correct net asset values, dividend and capital gains or financial information and if such information is not corrected by 4:00 p.m. Eastern Time of the next Business Day after releasing such incorrect information provided the incorrect NAV as well as the correct NAV for each day that the error occurred is provided. If a mistake is caused in supplying such information, which results in a reconciliation with incorrect information, the amount required to make a Plan's or a participant's account whole shall be borne by the investment provider providing the incorrect information, regardless of when the error is corrected.
3. **Sales Literature:** The investment provider will provide to the Contractor at least one complete copy of all prospectuses, statements of additional information, annual and semiannual reports and proxy statements, other related documents, and all amendments or supplements to any of the above documents that relate to the fund promptly after the filing of such document with the SEC or other regulatory authorities. The investment provider agrees to provide to the Contractor, in electronic format, performance updates and portfolio updates for the fund within 10 business days after the end of each calendar quarter.
4. **Advertising:** Advertising and literature with respect to the fund prepared by the Contractor for use in marketing shares of the fund to the Plan shall be submitted to the investment provider for review and approval before such material is used with the Plan. The investment provider shall advise the Contractor in writing within three (3) Business Days of receipt of such materials of its approval or disapproval of such materials.
5. **Expense Reimbursement:** The investment provider shall make available for reimbursement certain out-of-pocket expenses the Contractor incurs in connection with providing shareholder services to the Plan. These expenses include actual postage paid by the Contractor in connection with mailing updated prospectuses, supplements and financial reports to participants, and all costs incurred by the Contractor associated with proxies for the fund, including proxy preparation, group authorization letters, programming for tabulation and necessary materials (including postage).
6. **Excessive Trading:** The investment provider shall use its best efforts and shall reasonably cooperate with the Contractor to generally prevent any market timing and frequent trading activity under the Plan. See the Contractor's "Excessive Trading" Policy, Schedule F.

**Fauquier County and Fauquier School Board 457(b) Plan**  
**Fauquier County School Board 403(b) Plan**  
**Schedule F: Voya Financial® "Excessive Trading" Policy**

The Voya Financial® family of insurance companies ("Voya®"), as providers of multi-fund variable insurance and retirement products, has adopted this Excessive Trading Policy to respond to the demands of the various fund families which make their funds available through our variable insurance and retirement products to restrict excessive fund trading activity and to ensure compliance with Section 22c-2 of the Investment Company Act of 1940, as amended. Voya's current definition of Excessive Trading and our policy with respect to such trading activity is as follows.

1. Voya actively monitors fund transfer and reallocation activity within its variable insurance and retirement products to identify Excessive Trading.

**Voya currently defines Excessive Trading as:**

- a. More than one purchase and sale of the same fund (including money market funds) within a 60 calendar day period (hereinafter, a purchase and sale of the same fund is referred to as a "round-trip"). This means two or more round-trips involving the same fund within a 60 calendar day period would meet Voya's definition of Excessive Trading; or
- b. Six round-trips within a 12 month period.

**The following transactions are excluded when determining whether trading activity is excessive:**

- a. Purchases or sales of shares related to non-fund transfers (for example, new purchase payments, withdrawals and loans);
  - b. Transfers associated with scheduled dollar cost averaging, scheduled rebalancing or scheduled asset allocation programs;
  - c. Purchases and sales of fund shares in the amount of \$5,000 or less;
  - d. Purchases and sales of funds that affirmatively permit short-term trading in their fund shares, and movement between such funds and a money market fund; and
  - e. Transactions initiated by a member of the Voya family of insurance companies.
2. If Voya determines that an individual has made a purchase of a fund within 60 days of a prior round-trip involving the same fund, Voya will send them a letter warning that another sale of that same fund within 60 days of the beginning of the prior round-trip will be deemed to be Excessive Trading and result in a six month suspension of their ability to initiate fund transfers or reallocations through the Internet, facsimile, Voice Response Unit (VRU), telephone calls to Customer Service, or other electronic trading medium that Voya may make available from time to time ("Electronic Trading Privileges"). Likewise, if Voya determines that an individual has made five round-trips within a 12 month period, Voya will send them a letter warning that another purchase and sale of that same fund within 12 months of the initial purchase in the first round-trip in the prior twelve month period will be deemed to be Excessive Trading and result in a six month suspension of their Electronic Trading Privileges. According to the needs of the various business units, a copy of the warning letters may also be sent, as applicable, to the person(s) or entity authorized to initiate fund transfers or reallocations, the agent/registered representative or investment adviser for that individual. A copy of the warning letters and details of the individual's trading activity may also be sent to the fund whose shares were involved in the trading activity.
  3. If Voya determines that an individual has used one or more of its products to engage in Excessive Trading, Voya will send a second letter to the individual. This letter will state that the individual's Electronic Trading Privileges have been suspended for a period of six months. Consequently, all fund transfers or reallocations, not just those which involve the fund whose shares were involved in the Excessive Trading activity, will then have to be initiated by providing written instructions to Voya via regular U.S. mail. During the six month suspension period, electronic "inquiry only" privileges will be permitted where and when possible. A copy of the letter restricting future transfer and reallocation activity to regular U.S. mail and details of the individual's trading activity may also be sent to the fund whose shares were involved in the Excessive Trading activity.
  4. Following the six month suspension period during which no additional Excessive Trading is identified, Electronic Trading Privileges may again be restored. Voya will continue to monitor the fund transfer and reallocation activity, and any future Excessive Trading will result in an indefinite suspension of the Electronic Trading Privileges.



Excessive Trading activity during the six month suspension period will also result in an indefinite suspension of the Electronic Trading Privileges.

5. Voya reserves the right to limit fund trading or reallocation privileges with respect to any individual, with or without prior notice, if Voya determines that the individual's trading activity is disruptive, regardless of whether the individual's trading activity falls within the definition of Excessive Trading set forth above. Also, Voya's failure to send or an individual's failure to receive any warning letter or other notice contemplated under this Policy will not prevent Voya from suspending that individual's Electronic Trading Privileges or taking any other action provided for in this Policy.
6. Each fund available through Voya's variable insurance and retirement products, either by prospectus or stated policy, has adopted or may adopt its own excessive/frequent trading policy. Voya reserves the right, without prior notice, to implement restrictions and/or block future purchases of a fund by an individual who the fund has identified as violating its excessive/frequent trading policy. All such restrictions and/or blocking of future fund purchases will be done in accordance with the directions Voya receives from the fund.

**Fauquier County and Fauquier School Board 457(b) Plan**  
**Fauquier County School Board 403(b) Plan**  
**Schedule G: Additional Plan Services & Fees**

**Miscellaneous Plan Service Charges**

- a. Express mailing of termination, withdrawal and loan checks & related paperwork to participant (on exception basis only).  
  
\$50.00 per occurrence, to be assessed against the participant's account. EFT and ACH Credit are free of charge.
- b. Wiring of termination, withdrawal and loan proceeds to participant.  
  
\$50.00 per occurrence, to be assessed against the participant's account. EFT and ACH Credit are free of charge.
- c. Stop payment.  
  
\$50.00 per occurrence, to be assessed against the participant's account.
- d. A loan initiation fee will apply to each Plan subject to this Agreement that permits loans. The Contractor shall charge a one-time fee to the participant at the time of loan for services rendered.  
  
\$100 per loan, to be assessed against the participant's account
- e. A self-directed brokerage account fee applicable to each Plan subject to this Agreement that has elected to use this optional service.  
  
\$50.00 annual fee per participant, to be assessed against the participant's account.
- f. If investment advisory services are selected, Morningstar Retirement Manager offers two unique services. Managed by You, an online advice service, has no charge. Manage by Morningstar, a managed account service, has variable charges based on Plan assets. Please refer to the Morningstar Retirement Manager agreement for charges specific to your Plan.
- g. If the Portfolio Blueprint® 3(21) or 3(38) program is selected, the pricing of the Voya product offered to your Plan is affected by several factors including the use of this program. As compensation, Morningstar Investment Management LLC, the provider of the Portfolio Blueprint® program, may receive from the Contractor a fixed annual fee plus a variable fee based on Plan assets. Please refer to the Portfolio Blueprint Program Service Agreement for fees specific to your Plan and other important information.
- h. Other Charges. In addition to any other charges described herein, an additional charge will be incurred if we agree to provide other special services at your request. The charge will be based on our standard charge for such service or will be based on a formula for time spent to provide the service. You will be notified at the time of your request if an additional charge is applicable.

**Fauquier County and Fauquier School Board 457(b) Plan  
Fauquier County School Board 403(b) Plan  
Appendix I to Schedule G**

**Fee Levelization Service**

This optional service allows the Contractor to apply any revenue sharing generated by the plan's mutual fund investment options to the individual participant's whose account balances generated the revenue as a revenue credit. This credit may fully or partially offset the Plan's recordkeeping fees. Contractor will receive its required revenue as described in Section 3.01 of this Agreement.

- The Plan Sponsor elects to utilize the Contractor's Fee Levelization Service (the "Service") as described herein.

The revenue credit will be calculated monthly, on the 20<sup>th</sup> of the month (or the next business day if the 20<sup>th</sup> falls on a day the New York Stock Exchange is closed). It will be based on the average daily fund balance of the prior month, excluding the self-directed brokerage account funds, outstanding loan balances and the Voya Fixed Account – 457/401 II. Revenue basis points for all funds active on the first day of the month for which the revenue credit is being calculated will be used. Any revenue credit due to a participant will be allocated to their account on the same day as the revenue credit is calculated and invested prorata in accordance with their then current fund allocation instructions. Revenue credits will not be allocated to any self-directed brokerage account (SDBA) and or any outstanding loan balances, if available to the Plan.

A separate calculation will be performed for terminated participants who have a zero balance as of the end of the prior month as a result of a full withdrawal during the month. The credit will be calculated as described below. The monthly asset based fee will be calculated, and if the revenue credit is less than the asset based fee owed, no revenue credit or fee will be credited or debited from the account. If the revenue credit is greater than the monthly asset based fee, the net amount will be allocated to the participant's account. Following the posting of the revenue credit to the participants account with a zero balance, a distribution will be processed on behalf of the participant, following the same distribution method as the original termination transaction. No additional processing fee, if applicable, will be charged to the participant account for the subsequent distribution processing of the revenue credit.

The Plan Sponsor agrees that:

- The offering of this Service assumes that the plan's investment menu does not contain any investment options which prohibit this type of arrangement.
- Contractor reserves the right to discontinue this Service should it be called into question, subject to scrutiny, or be deemed to be in violation of applicable law or regulation.
- Neither VRIAC or the Broker-Dealer, nor any of their affiliates, is acting as a fiduciary in connection with the Service.

**Fauquier County and Fauquier School Board 457(b) Plan  
Fauquier County School Board 403(b) Plan  
Schedule H: General Compensation Provisions**

1. **Direct and Indirect Compensation:**

This Schedule describes compensation received by the Contractor for services rendered to the Plan and Plan participants, including fees and revenue derived from both direct and indirect sources.

*Direct Compensation* includes compensation paid directly by Plan Sponsor or the Plan to the Contractor for plan recordkeeping and administrative services including certain transaction fees that are charged directly to participant accounts.

*Indirect Compensation* includes compensation from sources other than direct fees that the Contractor may collect from third parties, including revenue derived from service arrangements with mutual funds, revenue sharing and other indirect compensation that may be generated in servicing the Plan.

2. **Assumptions:**

As provided in Section 1 of the Agreement, the Contractor has agreed to perform certain services. Based on the assumptions outlined in the Agreement, the Contractor agrees to supply the Services for the compensation specified in Section 3.01 of the Agreement, as supplemented by any additional compensation or transaction fees as specified within Schedule G and with respect to Investment Advisory Services and/or Self Directed Brokerage Account, as specified in a separately executed agreement(s).

3. **Fund Specific Revenue:**

Indirect compensation received by the Contractor represents revenue from investment companies based on the investment of assets held in the Plan pursuant to agreements between the applicable investment companies and the Contractor. They represent fees payable from such investment companies for shareholder services, sub-transfer agency services, or pursuant to a 12b-1 plan adopted by such investment companies.

In the case of investment options of VRIAC affiliates or former affiliates, Contractor compensation represents revenue assumptions made by the Contractor's defined contribution business for purposes of product pricing. Gross revenues from such investment options generally include payments for investment management and for certain administrative services. Pricing assumptions are derived from gross fund revenues, less the internally transferred costs of fund management and administration. The pricing assumptions for certain investment options of VRIAC affiliates or former affiliates reflect the approximate weighted average of the net fund revenues of each portfolio within a given VRIAC fund complex.

In the case of the fixed income fund, the Contractor does not derive revenue at a fixed rate. As is the case with similar insurance company general account investment options, over the long-term we expect to earn a spread between the investment return on the underlying general account assets and amounts credited to contracts that utilize the Fixed Account. This spread is intended to cover our investment related expenses, a portion of product administration expenses that would otherwise be covered by explicit charges, and the risks associated with the minimum monthly, annual (if applicable), and lifetime interest rate guarantees, including those associated with asset defaults, as well as to provide a profit margin for the Contractor.

4. **Changes in Investment Options:**

To the extent the Contractor's compensation is derived in whole or in part from revenue from the Plan Sponsor's selection of certain investment products offered by or through the Contractor, the Contractor reserves the right to amend the Agreement, including this Schedule, in the event such revenue is reduced by a change in the investment products or options available under the Plan.

**Fauquier County and Fauquier School Board 457(b) Plan**  
**Fauquier County School Board 403(b) Plan**  
**Schedule I: VRIAC's Policy for Correction of Inadvertent Processing Errors**

As your Plan's administrative service provider, Voya Retirement Insurance and Annuity Company ("VRIAC") has agreed to process transaction orders received in good order prior to market close from the plan and plan participants accurately and on a timely basis. We seek to avoid transaction processing errors to the greatest extent possible, but inadvertent errors do occur from time to time. Inadvertent processing errors are exclusively defined as incorrect or untimely processing by VRIAC employees of transactions that are received in good order. Inadvertent processing errors do not include errors made by plan sponsors or third parties.

VRIAC will correct any identified inadvertent processing error caused by VRIAC (a "VRIAC inadvertent processing error") as soon as practicable, typically no later than five (5) business days after VRIAC has identified sufficient information to correct the error. VRIAC represents that in no event will VRIAC exercise discretionary authority or control over the correction of inadvertent processing errors in order to maximize gain or correct such error for VRIAC's own benefit or interest.

Once a VRIAC inadvertent processing error has been identified, we promptly take corrective action to put the plan and its participants in a position financially equivalent to the position they would have been in if the processing error had not occurred. This means that VRIAC will make the plan whole for any loss to a plan resulting from correcting a VRIAC processing error. If any gain to a plan results in connection with a corrected transaction, VRIAC will keep that gain. The following examples illustrate the effect of the policy:

- When a plan participant directs that a certain dollar amount be contributed to his or her plan account, VRIAC credits the number of investment units that dollar amount will purchase to the participant's account on Day 1, the day the contribution is processed.

The number of units is based on the unit's dollar value on Day 1, as set by the investment fund and communicated to VRIAC after market close. If an inadvertent error occurs, and VRIAC does not process the contribution until Day 2, VRIAC will determine the number of units that should have been credited on Day 1, using Day 1's unit price. If, on Day 2, the unit price has gone up, the dollar amount of the contribution will not be enough to cover the number of units the participant should have received. VRIAC will make up the difference such that the participant receives the number of units he or she would have received on Day 1 and VRIAC will absorb the loss. The participant is not charged for any additional cost.

However, if, on Day 2, the unit price has gone down, the amount of the contribution would purchase more units on Day 2 than it would have purchased on Day 1. In that circumstance, the participant will receive the number of units he or she would have received on Day 1 had the transaction been processed and VRIAC will keep the excess as part of its overall fee for services under the contract.

Regardless of whether there is a gain or a loss, the participant receives the benefit of what he or she requested.

- When a plan participant makes a withdrawal request of a certain dollar amount from his or her account, VRIAC liquidates or sells the number of investment units needed in order to make the distribution. Thus, on Day 1, VRIAC typically would sell or liquidate investment units in the participant's investment fund at Day 1's price to make the distribution. If, due to a VRIAC inadvertent processing Error, VRIAC processes the instructions a day late, VRIAC will make sure that the participant receives the dollar amount he/she requested. VRIAC will sell or liquidate the same number of units that would have been sold on Day 1 had the transaction been accomplished on Day 1. If the unit price has declined, liquidated units will have a lower value on Day 2 than they had on Day 1, which means that VRIAC must make up the difference so that the participant receives the requested amount in full. In doing so, VRIAC will incur a loss, which it absorbs. On the other hand, if the market has gone up and the units have increased in value, VRIAC will sell the same number of units as it would have sold on Day 1, but the sales amount will be higher than the requested withdrawal. VRIAC will keep the excess as part of its overall fee. In either circumstance, the participant receives the benefit of what he or she requested and bears no additional cost.

VRIAC tracks the net financial experience of VRIAC's Correction Account and the effect of the corrections for each affected plan on an annual basis and will make that information available in accordance with ERISA Section 408(b)(2). Any gains kept by VRIAC constitutes additional compensation for the services provided by VRIAC under its contract and VRIAC will report it in accordance with ERISA Section 408(b)(2).

By executing an administrative services agreement with VRIAC, you are authorizing VRIAC's application of the error correction policy as described above to your Plan in connection with the plan administrative services that VRIAC will provide. You have the right to terminate VRIAC's services in accordance with the terms of the administrative services agreement.

**Fauquier County and Fauquier School Board 457(b) Plan  
 Fauquier County School Board 403(b) Plan  
 Schedule J: Authorized Plan Sponsor Representative**

The Contractor is hereby authorized to act upon the directions, instructions, and any information provided by any of the Authorized Plan Sponsor Representatives listed below. These signatures will be accepted until the Contractor is notified of a change in writing. The following person(s) have the authority under the Plan to provide direction to the Contractor with respect to administration of the Plan including any benefit sensitive financial transactions permitted under the Plan and requests for contribution refunds. In the event that a Plan Sponsor Representative is removed or replaced, the Contractor must be notified immediately in writing - please contact the Contractor's designated Plan Manager to request the applicable administrative form to complete.

1.	Name <i>(please type or print)</i>  <b>Janelle Downes</b>	Title  <b>Director</b>
Authorized Plan Sponsor Representatives Signature		
2.	Name <i>(please type or print)</i>  <b>Mary Wyckoff</b>	Title  <b>Assistant Director</b>
Authorized Plan Sponsor Representatives Signature		
3.	Name <i>(please type or print)</i>  <b>Trisha Space</b>	Title  <b>Benefits Specialist</b>
Authorized Plan Sponsor Representatives Signature		
4.	Name <i>(please type or print)</i>  <b>Angela Gibson</b>	Title  <b>HR Technician</b>
Authorized Plan Sponsor Representatives Signature		
5.	Name <i>(please type or print)</i>  <b>Lucindy Owens</b>	Title  <b>Assistant Payroll Manager</b>
Authorized Plan Sponsor Representatives Signature		

**Fauquier County and Fauquier School Board 457(b) Plan  
Fauquier County School Board 403(b) Plan  
Schedule K: Contractor's Primary Contact**

The Contractor designates the following individual(s) to serve as its primary point of contact to the Plan Sponsor with respect to this Agreement.

**Tom Thorne  
Plan Manager  
Voya Retirement Insurance and Annuity Company  
One Orange Way  
Windsor, CT 06095**



**Fauquier County and Fauquier School Board 457(b) Plan  
Fauquier County School Board 403(b) Plan  
Schedule L: Servicing Representatives**

The Contractor and/or the Plan Sponsor designate the following individual(s) to serve as its representatives with respect to this Agreement. Representatives are designated as one of the following:

**Agent, including Career Agent** – Insurance licensed and Company appointed with Voya Retirement Insurance and Annuity Company, registered representative of Voya Financial Advisors, Inc. and receives commission based compensation.

**Broker – (Non Voya FA Only)** – Insurance licensed and Company appointed with Voya Retirement Insurance and Annuity Company, but affiliated with a broker-dealer other than Voya Financial Advisors, Inc. and receives commission based compensation.

**Salaried Enroller** – Voya Retirement Insurance and Annuity Company employees who will not receive commission based salary and are registered representatives of Voya Financial Advisors, Inc.

Agent     Broker     Salaried Enroller

Representative Name John Brosnahan Last 4 Digits SSN 9000

Broker Dealer Affiliation Voya Financial Advisors, Inc.

Office Code 086 Rep # 866 % Participation 100%

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Agent     Broker     Salaried Enroller

Representative Name Jane Luke Last 4 Digits SSN 7158

Broker Dealer Affiliation Voya Financial Advisors, Inc.

Office Code 019 Rep # 060 % Participation 100%

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Agent     Broker     Salaried Enroller

Representative Name \_\_\_\_\_ Last 4 Digits SSN \_\_\_\_\_

Broker Dealer Affiliation \_\_\_\_\_

Office Code \_\_\_\_\_ Rep # \_\_\_\_\_ % Participation \_\_\_\_\_ (Loc. Code \_\_\_\_\_)