

Exhibit 1

ADMINISTRATIVE SERVICES AGREEMENT

SAN BERNARDINO COUNTY

The San Bernardino County 457(b) Deferred Compensation Plan
[666785]

The San Bernardino County 401(k) Defined Contribution Plan
[666786]

The San Bernardino County PST Deferred Compensation Retirement Plan
[666788]

The San Bernardino County 401(a) Defined Contribution Plan
[666789]

The San Bernardino County Retirement Medical Trust Plan
[HRA001]

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ADMINISTRATIVE SERVICES AGREEMENT

This Agreement is made and entered into this 1st day of January, 2022, by and between San Bernardino County ("County"), a political subdivision of the State of California on behalf of the San Bernardino County 401(k) Defined Contribution Plan, the San Bernardino County 401(a) Defined Contribution Plan, the San Bernardino County 457(b) Deferred Compensation Plan and the San Bernardino County PST Deferred Compensation Retirement Plan, (unless specified otherwise, collectively referred to herein as the "Plan") 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 is separate and apart from any other contract issued to the Plan, including any group annuity contract or funding agreement issued to the County by VRIAC.

RECITALS

WHEREAS, the 457 Plan has been established as an "eligible deferred compensation plan" pursuant to Section 457(b) of the Internal Revenue Code (the "Code") and the laws of the State of California; and

WHEREAS, the 401 (a) Plan and 401(k) Plan have been established as a qualified plans pursuant to Section 401(a) of the Internal Revenue Code (the "Code") and the laws of the State of California; and

WHEREAS, the County 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 County 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 County 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

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current business day instructions. A transaction request, instructions or data sent electronically, by telephone, facsimile or mail must be received by us 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 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 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.
- 1.04 Administrative Requirements: The Contractor agrees to comply with the requirements set forth on Schedule C in the performance of this Agreement. The Contractor and the County will review these administrative requirements periodically and make adjustments as necessary and mutually agreed.

Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, the Contractor shall notify the County within one (1) working day, in writing and/or by telephone.

- 1.05 Performance Standards: The Contractor agrees to comply with the standards set forth on Schedule E in the performance of this Agreement. At the County's request, the Contractor shall report to the County how it measures compared to these performance standards. Any non-performance fee payable pursuant to the terms of Schedule E shall be in addition to any damages or other remedies available to the Plan, participants or the County hereunder. The Contractor and the County will review these performance standards at the County's request and make adjustments as necessary and mutually agreed.
- 1.06 Selection of Investment Options: The County 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 F. All contributions are to be invested as the Participant directs.

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- 1.07 Investment Provider Minimum Standards: Subject to the minimum standards set forth in Schedule G, the Contractor will provide its administrative services in connection with the County's selection of investment products to fund the Plan.
- 1.08 Modification to Investment Options: In order to confirm the fund selected by the County can be recorded properly by the Contractor, the addition or removal of any investment option to the Plan must be mutually agreed to by the Contractor and the County 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 County may direct the Contractor to add or remove an investment option from the range of investment products the Contract currently offers, and that are currently available in the Program, upon sixty (60) days written notice of the proposed change.
 - (ii) The County may direct the Contractor to add an investment option that the Contract 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 1.08(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 Contractor reserves the right to discontinue offering the investment option or to deduct any such short-term trading (redemption) fees from participant accounts.
- 1.09 Limits Imposed by Underlying Funds: The County 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 products, including the NAV Funds, if the Contractor's purchase order for the corresponding fund is not acceptable by the fund for any reason.
- 1.10 Limits Imposed by Contractor on Frequent Transfers: The County 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 tum can have an adverse effect on fund performance. Accordingly, the County agrees to adhere to the Contractor's current Excessive Trading Policy, as set forth in Schedule H (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

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underlying fund(s), the best interest of contract owners and fund investors, and/or state or federal regulatory requirements.

- 1.11 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.
- 1.12 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.

Section 2. Participant Information

- 2.01 Provision of Certain Participant Information: The County 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 County. Contractor is not responsible for any errors, omissions or other inaccuracies in the data the County or an unaffiliated third party, including without limitation, prior service providers furnish us. Over the term of this Agreement, the Contractor and the County will develop procedures for the County to notify the Contractor of changes in employment status and, to the extent the County has knowledge of the death of any participant, the County will notify the Contractor of such death. The County 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 County 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 Participant-initiated Transactions: If the Plan is or becomes subject to ERISA, or is otherwise employer-controlled, the County hereby provides written direction to the Contractor allowing participant-initiated transactions. If allowed by the Plan, the County may revoke this authorization.
- 2.04 Restricting Participant Accounts: The County directs the Contractor to place an administrative hold on a participant's account upon receipt of a draft domestic relations order or upon the receipt of other types of court orders that assert a claim to plan benefits. Refer to APPENDIX V to SCHEDULE A of this agreement, "DOMESTIC RELATIONS ORDER REVIEW AND APPROVAL REQUIREMENTS" for specifics regarding account restrictions as a result of a draft domestic relations order. Placing a restriction on the participant's account will prevent the participant from taking a distribution, including loans. The participant will continue to have the ability to make allocation changes and fund transfers. The restriction will remain on the participant's account until such time that the Contractor is advised to remove the administrative

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hold either by the County, or upon a receipt of a court order indicating that that the matter has been resolved and the hold is no longer needed.

Section 3. Compensation

- 3.01 Contractor's Compensation: Contractor's annual recordkeeping fee for providing the services described herein is 0.036% or 3.6 basis points (Recordkeeping Fee) retroactively effective as of July 1, 2021. The Contractor will assess the recordkeeping fee as an Asset Based Fee on all plan assets including the Stable Value Option. The fee will be pro-rated and assessed to participant accounts in arrears monthly based on account balance, pro-rata across all investment options with a balance.

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 the fee levelization service forms signed and made effective on July 1, 2019.

Retirement Medical Trust Claims Administration: Effective July 1, 2021, Non-Claims Active participant accounts will be assessed a fee of \$0.40 per month. Claims Active participant accounts will be assessed a fee of \$2.00 per month.

- 3.02 Assumptions Regarding Pricing: Any fees, reimbursements, 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, reimbursements, products and services under this Agreement. The County will notify 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 County understands and acknowledges that the compensation to the Contractor is subject to the certain general provisions, as set forth in **Schedule I** (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.

- 3.03 Reimbursement of Plan Expenses: As set forth in **Schedule J**, Contractor shall reimburse the Plan for reasonable administrative expenses as directed by the County.

- 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. Sales professionals may also be eligible for additional expense reimbursement. Compensation may also be paid at the time of participant election of an annuity

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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 "VoyaTM" 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 the Plan, or e amounts redeemed to pay a distribution or disbursement from the 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 the Plan's investment instructions on an "omnibus" or aggregated basis. If VRIAC's correction of a VRIAC processing error results in a loss to the Plan or its Participants, VRIAC will absorb the loss. If any gain results in connection with the correction

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of a 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 K**. The VRIAC Policy and any updates to the VRIAC Policy are posted in the Sponsor Disclosure section of Sponsor Web.

- 3.07 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/Contract Amendments: This Agreement shall commence on the Effective Date and continue for an initial term of five (5) years. At the sole discretion of the County, the term of this agreement may be extended an additional two (2) years. The County and Contractor may mutually agree in writing to an earlier termination. This Agreement may be amended in writing if agreed to by both parties.

The Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of Contractor and the County.

- 4.02 Termination: Notwithstanding Section 4.01, either party may terminate this Agreement at any time upon written notice "for cause". For this purpose, "for cause" shall mean: (1) failure of the other party to comply substantially with this Agreement and attached Schedules hereto which, when called to the attention of the other party in writing has not been corrected within thirty (30) days; (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 I .09 the County 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.
- 4.03 Termination for Convenience: The County for its convenience may terminate this Agreement in whole or in part with advance notice of at least ten (10) business days. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to

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County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports. The Director of Human Resources has full discretion and authority to exercise County termination rights under the Agreement.

- 4.04 Duration of Terms: Agreements(s) resulting from Request for Proposal No. HRD221-HR2-4129 and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Agreement.
- 4.05 Time of the Essence: Time is of the essence in performance of this Agreement and of each of its provisions.

Section 5. General

- 5.01 Circumstances Excusing Performance: Neither the County 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, to tape cartridges weekly, storing them in both on-site and off-site vaults.

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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 offsite vaults.

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

- 5.03 Records/Ownership of Documents & Records: Contractor shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for Agreement performance. All records shall be complete and current and comply with all Agreement requirements and must be provided in a format usable by the County and at no charge to the County. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Agreement.

All records relating to the Contractor's personnel, consultants, subcontractors, Service/Scope of Work and expenses pertaining to this Agreement shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All documents, data, products, graphics, computer programs, and reports specifically prepared by the Contractor pursuant to this Agreement shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to the County, in a format usable by the County and at no charge to the County, at the completion of work under this Contract, subject to the requirements of Section 4.03 Termination for Convenience. Unless otherwise directed by the County, Contractor may retain copies of such items.

- 5.04 Ownership and Use of Content Copyrights: County shall have a royalty free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Agreement including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this contract shall acknowledge San Bernardino County as the funding agency and proposer as the creator of the publication. Copies of such works shall be provided to the County in a format usable by the County and at no charge to the County. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with the County prior to publication.

Artwork, Proofs and/or Negatives: All artwork, proofs and/or negatives in either print or digital format for this product are the property of San Bernardino County and must be provided in a

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format usable by the County and at no charge to the County. These items must be returned to San Bernardino County within ten (10) days upon written notification to the Contractor and shall be provided at no charge to the County and in a format usable by the County. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

- 5.05 Parties Bound: This Agreement and the provisions thereof shall be binding upon the respective parties and shall inure to the benefit of the same.
- 5.06 Applicable Law/Venue: This Agreement shall be construed in accordance with the laws of the State of California. The parties' actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, or the United States District Court, Eastern District, Riverside County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.
- 5.07 Informal Dispute Resolution/Mediation: In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

The parties agree that any dispute regarding this Agreement or our services may be submitted to mediation or arbitration (or similar process) by a mutually agreed upon third party. The parties agree to negotiate in good faith concerning the terms and conditions of such submission.

- 5.08 Severability: If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
- 5.09 Acknowledgment: The County acknowledges the following:
- (a) The Contractor is performing non-discretionary, ministerial administrative services at the direction of the Plan and its authorized representatives.
 - (b) The Contractor is not the Plan Administrator or a fiduciary under state law.
 - (c) The County has consulted with a tax or legal advisor regarding the tax consequences of the Plan.

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- (d) The County is responsible for selecting the Plan design and investment options that best meet its objectives. The County 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,
- (e) The County 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 has no discretionary authority or control over eligibility or other benefit determinations, the administration, or the operation of the Plan. County confirms that Contractor's practices are consistent with the terms and administrative practices of the Plan, where applicable. The County may delegate the day-to-day administration of certain County responsibilities to the Contractor as indicated in **Schedule A**.
- (f) The County and its authorized representatives 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.
- (g) The Contractor does not directly provide any investment advice to the County with respect to the Plan's assets.
- (h) In performing services under this Agreement, the Contractor is entitled to rely on any information the County, or its authorized representatives identified in **Schedule L**, 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.
- (i) The County will provide the Contractor with an up-to-date copy of the Plan document(s) and complete information covering the terms and operation of the Plan (including a written explanation of any practices and procedures not reflected in the Plan document). The County 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.
- (j) Generally, only fees relating to the ongoing administration of the Plan may be passed through to participants. The County will direct Contractor to deduct from participant accounts those fees outlined in **Schedule D**. The County is responsible for determining if an expense is deductible from Plan assets.

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- (k) **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 Contractor's 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 K**. The VRIAC Policy and any updates to the VRIAC Policy are also posted in the Sponsor Disclosure section of Sponsor Web.
- (l) **County Error:** VRIAC will attempt to correct, at County's expense, processing errors resulting from County, or County's representatives, or otherwise caused by the negligent acts of County; provided that County promptly notifies VRIAC of such error and furnishes all data to VRIAC reasonably necessary to make such corrections. County shall pay VRIAC its reasonable expenses incurred in making such corrections.

5.10 Notices/Change of Address: 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: Associate General Counsel
Legal Department, CIS
One Orange Way
Windsor, CT 06095

Notices to the County shall be sent to:

Director of Human Resources
San Bernardino County
175 West Fifth Street, 1st Floor
San Bernardino, CA 92415

5.11 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.

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- 5.12 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.
- 5.13 Representation of the County/Independent Contractor: In the performance of the Agreement, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.
- 5.14 Contractor Primary Contact: The Contractor will designate an individual to serve as the primary point of contact for the Agreement. Contractor or designee must respond to County inquires within two (2) business days. Contractor shall not change the primary contact without written notification and acceptance of the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available. These individuals are identified in **Schedule M**.
- 5.15 Local Office and Licensed Representatives: The Contractor agrees to maintain a local office staffed by up to four (4) licensed representatives and sufficient support personnel for the satisfactory performance of services to County employees. Such services shall include but are not limited to Plan enrollment and education services, account inquiry and transaction assistance, and other Plan-related services as needed or required.
- 5.16 Subcontracting: Contractor agrees not to enter into any subcontracting agreements for client facing services contemplated under the Agreement without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.
- 5.17 Contract Assignability: Without the prior written consent of the County, the Agreement is not assignable by the Contractor either in whole or in part.
- 5.18 Licenses Permit and or Certifications: Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Agreement. Contractor will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and/or certifications may result in immediate termination of this Agreement.
- 5.19 Conflict of Interest: Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this Agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Agreement or shall have any relationship to the Contractor or officer or employee of the Contractor.
- 5.20 Improper Consideration: Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

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The County, by written notice, may immediately reject any proposal or terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- 5.21 Indemnification and Insurance Requirements Indemnification: Except to the extent that the Contractor has properly followed the written direction of an authorized representative of the County, the Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1 1 85.

Waiver of Subrogation Rights

The Contractor shall require the carriers of the above-required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the

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County Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-V II".

Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage

In the event that any policy of insurance required under this Agreement does not comply with the requirements is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor(s)/applicant(s) will be reduced to pay for County purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

Insurance Specifications

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance

The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$ 1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

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Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$ 1 for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Requirements

Professional Liability — Professional Liability Insurance with limits of not less than one million (\$ 1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits
Or Errors and Omissions Liability Insurance with limits of not less than one million and two million \$2,000,000 aggregate limits

If insurance coverage is provided on a "claims, made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Agreement completion.

- 5.22 Right to Monitor and Audit: The County shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the County.

In the event the County determines that Contractor's performance of its duties or other terms of this Agreement are deficient in any manner, County will notify Contractor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this Agreement immediately upon written notice, or remedy deficiency and offset the cost thereof from any amounts due the Contractor under this Agreement or otherwise.

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Availability of Records All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

- 5.23 Confidentiality: The Contractor acknowledges that all information made available by the County 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 may be necessary to the performance of services hereunder either during or at any time after the term of the Agreement, upon the prior written approval of the County or as otherwise required by law.

Release of Information: No news releases, advertisements, public announcements or photographs arising out of this Agreement or Contractor's relationship with County may be made or used without prior written approval of the County.

- 5.24 Taxes: The County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Agreement.

- 5.25 Change of Address: Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

- 5.26 Strict Performance: Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

- 5.27 Mutual Covenants: The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

- 5.28 Attorney's Fees and Costs: If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section 5.21 Indemnification and Insurance Requirements Indemnification.

- 5.29 Damage to County Property Facilities Buildings or Grounds: The Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, for such repairs shall repay all costs incurred by the

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County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County.

- 5.30 Air Water Pollution Control Safety and Health: Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Agreement.
- 5.31 Drug and Alcohol Free Workplace: In recognition of individual rights to work in a safe, healthy and productive work place, as a material condition of this Contract. The Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:
- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
 - b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
 - c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Agreement and any other agreement the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

- 5.32 Notice of Delays: as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
- 5.33 Environmental Requirements: In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price, The County requires Contractor to use recycled paper for proposals and for any printed or photocopied material created as a result of this contract. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the County wherever practicable.

Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize contractors that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

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To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Contractor must be able to annually report the County's environmentally preferable purchases using Exhibit to Request for Proposal HRD Contractors are asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

- 5.34 Employment Discrimination: During the term of the Agreement, Contractor shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, age, political affiliation, disability or sexual orientation. Contractor shall comply with Executive Orders 1 1246, 1 1375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other application Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 5.35 Debarment and Suspension: The Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.
- 5.36 Former County Administrative Officials: Contractor agrees to provide information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the Contractor. Information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the Contractor. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

Section 6. RFP and Responses to RFP and Corresponding Follow-Up Questionnaires

- 6.01 RFP and RFP Response: Incorporation by Reference: The San Bernardino County Request for Proposal (No. HRD221-HR2-4129) and VRIAC's responsive proposal as well as any and all VRIAC responses to follow-up questions are hereby incorporated by reference and deemed to comprise the total Agreement. VRIAC agrees that it will comply with all obligations undertaken and in the event that any responses conflict with provisions of this Agreement, the RFP Response and/or VRIAC responses to follow-up questions shall prevail.
- 6.02 Inaccuracies or Misrepresentations: If in the administration of this Agreement, the County determines that Contractor has made a material misstatement. Misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process, the Agreement may be immediately terminated. In the event of a termination under this provision. The County is entitled to pursue any available legal remedies.

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San Bernardino County Defined Contribution Plans
Schedule A: Scope of Contractor Services

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 County and its legal counsel, the Contractor will provide a specimen governmental 457(b) and/or 401(a) plan document upon the County's request. As a specimen plan, the County and its legal counsel may modify the document(s) to reflect the County's 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.
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 415) and on the annual additions limit in accordance with Code section 415(c), if applicable.
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.

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

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the percentage prescribed under the community property laws to complete and submit a paper beneficiary designation form.

The County 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 County. Any delegation of the County'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 County 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. Ongoing provision of employee enrollment and education services, including the provision of communication packages which includes the necessary information for employees to enroll and make investment choices.

The Contractor will also make available a simplified paper enrollment process ("EZ Enroll") for employees who choose not to select their own investment options. This EZ Enroll process will include a shorter enrollment form and will utilize the following default investment options based upon the date of birth of the employee. The EZ Enroll form will be available to newly hired eligible employees through an enrollment kit supplied by the Consultant. The Consultant will not meet individually to assist employees with completing the EZ Enroll form.

The County accepts fiduciary responsibility to choose the appropriate "default" investment option and understands it may choose from any of the investment options available under the Plan. The County has chosen the Vanguard@ Target Retirement Funds as the "default" investment option, and understands that contributions into these investments pursuant to the EZ Enroll procedure will be based on the employee's date of birth, not the anticipated retirement age as the investments are designed. Employees electing to utilize the EZ Enroll procedure will have contributions allocated to the Vanguard@ Target Retirement Funds assuming the standard retirement age of 65. The County reserves the right to change the "default" investment option at any time in the future with 30 days prior written notice to Contractor.

The Contractor will supply the enrollment kits containing the EZ Enrollment form in a group enrollment meeting setting. Outside of group enrollment meetings, the Contractor or County may provide the enrollment kit an eligible employee.

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13. Establish and maintain an electronic interface with the County for participant enrollment information and changes to the participant's contribution amount or rate, as provided in Appendixes I and II to Schedule A.
14. 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, help facilitate the enrollment of an employee into the Plan and to distribute administrative forms.
15. 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.
16. Access to an internet site, through which participants may obtain updated account and investment information, and initiate transactions permitted under the Plan including enrollment or electing a new contribution amount or rate under the Plan and requesting forms for initiating certain transactions as permitted under the Plan.

Access to a customized internet site with content specific to the County's Plans, including investment information, an online scheduling tool for employees to arrange for individual consultations with Contractor, online enrollment, and various other educational resources.

Financial Planning Tools and Services

The Contractor has an ongoing commitment to advancing the retirement readiness of the plan participants which includes Contractor's continued addition of self-service planning tools to the participant internet site along with the availability of phone and local registered representatives to assist individuals with their broader financial needs. Securities and investment advisory services offered through Voya Financial Advisors, Inc., member SIPC.

17. 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.
18. Incoming Rollovers/Transfers Authorization: Ongoing review and processing of participant-initiated incoming rollover or transfer requests, on behalf of the County, 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 County's direction, participants who have had a request denied shall be given the opportunity to appeal to the County for review and final disposition of the determination.

19. Unforeseeable Emergency and Hardship Withdrawal Authorization: Ongoing review and processing of participant unforeseeable emergency withdrawal requests and hardship requests on behalf of the County, based on the standard for the review, qualification and processing of these withdrawals as provided in Appendix III and IV to Schedule A.

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20. The Contractor will make a determination (approval and/or denial) and process 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.
21. 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 the County elects out of this service. A notification will be sent to the Participant of the reinstatement. (Note: The County 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.
22. Permissible Withdrawal Authorization: Ongoing review and processing of participant-initiated withdrawal or transfer requests, on behalf of the County, 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 no later than 5 calendar days following the date the request is received in Good Order.
- At the County's direction, participants who have had a request denied shall be given the opportunity to appeal to the County for a review and final disposition of the determination.
23. Domestic Relations Order Administration: Ongoing review and processing of Domestic Relations Orders (DRO) on behalf of the County, based on the standard for the review, qualification and processing of DROs as provided in Appendix V to Schedule A.
24. The Contractor will make a determination within 5 business days of receipt of the domestic relations order in Good Order. If the request is approved, the request will be processed as of the date of favorable determination; with confirmation being mailed.
25. If the domestic relations order is not received in good order the Contractor will work with the respective parties until the order is presented in Good Order.
26. Benefit Payment Authorization: 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 County, based on mutually acceptable procedures for the review, qualification and processing of these requests. The County 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. The Contractor may not make the applicable

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benefit payment request transaction and/or paperwork available to the participant until the termination data is received from the County 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 ACH no later than 5 calendar days following the date the request is received in Good Order.

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

27. 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.
28. 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 County, to calculate and distribute the RMD amount. 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(s): In the absence of an affirmative election or instructions received in Good Order from the beneficiary(ies), the County 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 County directs the Contractor to

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apply the five-year payout rule and force out a lump sum by December 31st of the fifth year following the year of the Participant's death.

The County acknowledges that the Contractor shall not be responsible for any tax penalties or excise taxes the County, 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 County's, the Plan Participant's or the beneficiaries' failure to provide the required information in a timely manner.

29. Ongoing facilitation of communications between the Contractor, the County and the Plan participants based on mutually acceptable guidelines.
30. Make available to the County, within 5 business days of the County's request, Plan Participant mailing information.
31. Correct Participant address records within 5 business days of the County or the Plan Participant providing notice to Contractor of the change via an available self-service platform (e.g., voice response unit, internet or customer service associate) or some other mutually agreed-to electronic format.
32. Contractor agrees to provide, by itself or by sub-contracting to a qualified third party designee, administration services for the Retirement Medical Trust Plan in accordance with recitals, duties and responsibilities as mutually agreed.

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San Bernardino County Defined Contribution Plans
Appendix I to Schedule A: Contribution Rate Change Service

As applicable per Plan, this service allows participants to make contribution rate changes via Contractor's Participant internet site or by speaking with a customer service representative of the Contractor. It is the County's responsibility to notify Contractor of terminated employees. Contribution rate changes in fractional percentages are supported after enrollment. This service supports older worker catch-up contribution elections, if applicable. No other types of catch-up or make-up contribution options are supported by the service.

County 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 County'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 County elects to utilize the Contactor'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 <u>0%</u> Maximum <u>99%</u>
Roth contribution	Minimum <u>0%</u> Maximum <u>99%</u>

If applicable, indicate the maximum total contribution percentage allowed %

Dollar-based

Employee elective deferral contributions	Minimum \$ <u>0</u> Maximum \$ <u>IRC Limits</u>
Roth contribution	Minimum \$ <u>0</u> Maximum \$ <u>IRC Limits</u>

Restrictions and Limitations:

- This service is only available if the County elects to utilize the Contractor's Contribution Rate Change Service.
- This service does not apply to catch-up contribution
- If there 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.

EXHIBIT 1

San Bernardino County Defined Contribution Plans
Appendix II to Schedule A: Payroll Feedback File

If the County 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 County 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).

Contractor will send files via FTP.

Sponsor Web/Archive: County will obtain reporting data through the Contractor's County 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 County.

Reporting Frequency:

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

Notification of Report Availability:

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

Telephone: 909-387-6098

E-mail: Salary.Savings@hr.sbcounty.gov

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

EXHIBIT 1

San Bernardino County 457(b) Deferred Compensation Plan
Appendix III to Schedule A: Unforeseeable Emergency Withdrawal
Review and Approval Requirements

The Contractor is responsible for the ongoing review and processing of participant unforeseeable emergency withdrawal requests on behalf of the County. The Contractor's process is based on the following procedures for the review, qualification and processing of these withdrawals under 457(b) deferred compensation plans.

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

The Contractor will review the request to determine whether it satisfies the IRS and Plan requirements for an unforeseeable emergency. 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 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.

In its evaluation, The Contractor will limit the withdrawal to the amount reasonably necessary to satisfy the emergency 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 emergency is or may not be relieved through: 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 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.

EXHIBIT 1

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 County.

Appeals of Denied Requests: The County is the final authority for review of any withdrawal requests which have been denied by the Contractor.

- A participant desiring to appeal the Contractor's decision must submit the appeal to the County or its designee within 5 days of receipt of the denied request. The participant must document in a letter the reason he or she feels the request should be reevaluated and why the circumstances qualify as an unforeseeable emergency.
- Appeals must include all documentation submitted with the original request to the Contractor; the Contractor's determination letter and any additional supporting documentation not previously submitted.
- The County will review a participant's request within 10 business days of the date of receipt of an appeal request.
- In reviewing the original decision, the County will review the specific facts and circumstances of the participant's situation, the Contractor's analysis and the applicable IRS and Plan requirements. The County's focus is on ensuring that the Contractor's decision was made in accordance with all of the IRS and Plan guidelines, as summarized above. In its appeal review, the intent of the County is not to be more lenient than the law requires as this would jeopardize the favorable tax treatment for the participant and the Plan.
- The County or its designee shall provide written notification to the participant, with a copy to the Contractor, as to whether its decision is to affirm the Contractor's original decision to deny the request, or reverse that decision and approve the participant's request.
- The County's decision shall be binding on the participant, and he or she shall have no further ability to have the County's decision overturned.

EXHIBIT 1

San Bernardino County 401(k) Defined Contribution Plan
Appendix IV to Schedule A: Hardship Withdrawal
Review and Approval Requirements

The Contractor is responsible for the ongoing review and processing of participant hardship withdrawal requests on behalf of the Plan. The Contractor's process is based on the following procedures for the review, qualification and processing of these withdrawals under the Plan.

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

The Contractor will review the request to determine whether it satisfies the IRS and Plan requirements for a hardship. 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 immediate and heavy 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.

The determination of whether a request qualifies as an immediate and heavy financial need 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, Contractor errs 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 County.

Appeals of Denied Requests: The County is the final authority for review of any withdrawal request ⁹ which have been denied by the Contractor.

EXHIBIT 1

- A participant desiring to appeal the Contractor's decision must submit the appeal to the County or its designee within 5 days of receipt of the denied request. The participant must document in a letter the reason he or she feels the request should be reevaluated and why the circumstances qualify as an unforeseeable emergency.
- Appeals must include all documentation submitted with the original request to the Contractor; the Contractor's determination letter and any additional supporting documentation not previously submitted.
- The County will review a participant's request within 10 business days of the date of receipt of an appeal request.
- In reviewing the original decision, the County will review the specific facts and circumstances of the participant's situation, the Contractor's analysis and the applicable IRS and Plan requirements. The County's focus is on ensuring that the Contractor's decision was made in accordance with all of the IRS and Plan guidelines, as summarized above. In its appeal review, the intent of the County is not to be more lenient than the law requires as this would jeopardize the favorable tax treatment for the participant and the Plan.
- The County or its designee shall provide written notification to the participant, with a copy to the Contractor, as to whether its decision is to affirm the Contractor's original decision to deny the request, or reverse that decision and approve the participant's request.
- The County's decision shall be binding on the participant, and he or she shall have no further ability to have the County's decision overturned.

EXHIBIT 1

San Bernardino County Defined Contribution Plans
Appendix V to Schedule A: Domestic Relations Order
Review and Approval Requirements

The Contractor is responsible for the ongoing review and processing of Domestic Relations Orders (DRO) on behalf of the County. The Contractor's process is based on the following procedures for the review, qualification and processing of DRC) s which if followed as specified below shall constitute a valid County 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: For a domestic relations order to meet the Contractor's good order processing standards and for the DRO to be qualified and considered a QDRO, the order must comply with the following 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 assign to an alternate payee the right to, receive all or a portion of the benefits payable with respect to a participant under the plan.
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 marital property rights to a spouse, former spouse, child or other dependent of a participant, and is 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.
5. The order must clearly specify the name and last known mailing address of the participant and each alternate payee covered by the order. (If the alternate payee is a minor or is legally incompetent, the order must include the name and address of the alternate payee's legal representative.)

The order should identify the social security number (or tax identification number) and date of birth of the participant and each alternate payee covered by the order. If State or local law prevents

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the inclusion of such information in the court order, this data must be provided to the Contractor, in writing, by the party that drafts the court order, in order for good order processing standards to be met.

6. The order must be specific with respect to the dollar amount or percentage of the participant's benefits to be paid by the plan to each alternate payee or the manner in which the amount or percentage is to be determined. The calculation of this amount must be very clear and not subject to interpretation. If the amount ordered to be paid to the alternate payee's account is at all ambiguous, then the order cannot be accepted.
7. The order must specify the exact date when the account should be valued which should be a day the New York Stock Exchange (NYSE) is open. If the date provided is a date when the NYSE was not open, the Contractor will process the request, if received in good order, as of the preceding business date the NYSE is open.
8. 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, unless the actual financial records necessary to make such calculation on a non-discretionary basis are provided to the Contractor.
9. If earnings prior to the effective date are also to be segregated on behalf of the alternate payee, the attorney representing the participant must provide the actual financial records necessary to make such calculation on a non-discretionary basis, if such records are not available to the Contractor.
10. If the order specifies a dollar amount to be paid to the alternate payee, such amount may not exceed the participant's vested balance in the plan.

Amounts payable to an alternate payee shall be distributed proportionately from the participant's account with the Contractor. Account values fluctuate with market conditions. If the dollar amount specified is above the current balance, the request may be rejected. When establishing the alternate payee's account, the Contractor shall first redeem amounts pro rata from all investment options other than non-core investment options (e.g., life insurance, self-directed brokerage account, certificate of deposit, etc.), if applicable, held in the participant's account, and shall redeem amounts from non-core investment options, if applicable, only if necessary to obtain the amount consistent with this Order.

11. 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.
12. The order must not require the plan to provide any type or form of benefit or any option, not otherwise provided under the plan.
13. The order must not require the plan to provide increased benefits (determined on the basis of actuarial value).

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14. The order must not require any payment of benefits to an alternate payee that are required to be paid to another alternate payee under another order previously determined to be a QDRO.
15. The order must not require the plan to pay benefits in the form of a qualified joint and survivor annuity for the lives of the alternate payee or his/her subsequent spouse.
16. The order must not provide for tax treatment of the account other than as required under federal law and regulations. 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.

Administrative Hold to Participant Accounts: County directs Contractor to place an administrative hold on the participant's account upon receipt of: (1) a signed DRO; (2) a draft DRO or joinder; (3) a draft court order that reflects a claim for plan benefits is being sought; or (4) other actual written notice from the County that a spouse or former spouse of a plan participant is making a claim of plan assets. The Contractor will place an administrative hold on the participant's account for a period of up to 18 months (the "Period") from the date of notification, or, if earlier, until the date that the QDRO is processed. If a subsequent order is received a new 18-month period will be activated. During this Period, the participant will not be able to take a distribution or loan from the impacted plan account until the restriction has been removed. Notwithstanding the foregoing, with respect to joinders issued pursuant to California Family Code, 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) or a final judgment that awards the participant all of the plan benefits.

EXHIBIT 1

San Bernardino County Defined Contribution Plans
Appendix VI to Schedule A: Automatic Enrollment Service

This service allows the Plan Sponsor to adopt an automatic enrollment feature and to establish an electronic interface with the Contractor for acceptance of enrollment / contribution rate information.

Plan Sponsor acknowledges its responsibility for ensuring that the Automatic Contribution Arrangement (automatic enrollment) 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 without an employee's written consent are permitted.

The Plan elects the Contractor's Automatic Enrollment Service (*please check*)

Notices to all eligible participants: Plan Sponsor understands that initial and annual notices are required to be provided to participants regarding their elections in accordance with applicable regulations.

Initial Notice Requirements: For plans with an Eligible Automatic Contribution Arrangement (EACA) or other Automatic Contribution Arrangement (ACA) provision, as defined under PPA and related regulations, each newly eligible employee must receive the initial notice no earlier than 90 days before the employee's eligibility date, and no later than the employee's eligibility date.

Annual Notice Requirements: For plans with an EACA or other ACA provision, each eligible employee must receive the annual notice no less than 30 days before the start of each plan year.

Notification Service: The Contractor provides a notification service to assist the Plan Sponsor with complying with the requirements noted above. The initial notices provide participants with an explanation of the respective feature and may include the following:

- the percentage of employees' pay to be contributed to the Plan,
- the investment option(s) available under the Plan,
- The default investment or qualified default investment alternative ("QDIA") if an employee chooses not to affirmatively enroll and select from the available investment options.

The notice will also advise employees of their right to revoke the automatic withholding and their rights to increase, decrease or stop contributions and instructions on how to do so. Annual notices are required to be provided to participants who have been automatically enrolled and remain in that status and have not changed their initial contribution amount and/or default investment option. The "notices" will remind participants of their deferral amounts and of their right to increase, decrease or stop these contributions, also including the procedure to do so.

The Contractor will automatically provide both the initial and annual notices for plans that select the Contractor's Eligibility Tracking, Automatic Enrollment and/or Automatic Contribution Increase Services.

Initial Contribution Amount: Participants will be automatically enrolled in the Plan, unless the participant opts out, with an initial contribution amount of \$ or 1 %.

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Default Investment Arrangement or Qualified Default Investment Alternative (QDIA): The Plan Sponsor understands that it has the fiduciary responsibility to choose the appropriate “default” investment option, and therefore, may choose from any of the investment options available under the Plan. **You may not choose the Voya Stable Value Fund as the default investment option.**

Yes No: The default option elected below is intended to be a Qualified Default Investment Alternative (QDIA). Target Date Family* from the “Investment Option Selection” section above.

The discretionary managed account option under a Participant Investment Advisory Services program (Note: Separate Agreement required - Can only be selected if noted as a QDIA.)

Asset Allocation Made Easier (Note: Separate Agreement required - Can only be selected if noted as a QDIA.)

Other Investment Option (100%) The Plan Sponsor has selected the Stable Value Fund Option to be used as the “default” investment option for the first 90 days starting from the date of the first contribution received. The Plan Sponsor understands that after 90 days participants will be automatically swept from the Stable Value Fund Option into the Vanguard Institutional Target Date Retirement fund option identified in Schedule E based on each participant’s age, not their anticipated retirement age as the investment is designed. Plan participants will be allocated to the target date funds assuming the standard retirement age of 65.

Plan Sponsor understands that all contributions will be invested in this investment option until such time that a participant makes allocation changes and/or fund transfers.

Permissible Withdrawals: If allowed under the Plan, an employee who was automatically enrolled may request a return of his/her defaulted deferrals (as adjusted for gain or loss) within 90 days of the date the first defaulted elective deferral was deducted from the employee’s pay. Attributable matching contributions must be forfeited. The Plan Sponsor understands the applicable IRS regulations for automatic contribution arrangements only allow permissible withdrawals of defaulted elective deferrals under plans where the automatic contribution arrangements meet the EACA requirements. Please choose one of the following:

- Yes, the Plan will allow for permissible withdrawals.
 No, the Plan will not allow for permissible withdrawals.

Automatic Contribution Increase Service: This service will increase a participant’s deferral amount based on a uniform schedule. Note: The Automatic Contribution Increase service is only available if the Plan Sponsor elects to also utilize the Contractor’s Automatic Enrollment Service.

- The Plan Sponsor elects to utilize the Contractor’s Automatic Contribution Increase service in accordance with the following criteria (*please check*)

Annual Increase Schedule:

- Percentage-based
 Increase elective deferral amount by _____%, subject to a maximum amount of _____%

EXHIBIT 1

Dollar-based

Increase elective deferral amount by \$ _____, subject to a maximum amount of \$ _____

Participants to be subject to the automatic contribution increase service are (choose one option):

All new participants enrolled between _____ and _____
(mm dd) (mm dd)

Automatically enrolled participants only – subject to the following grace period:

No grace period

365 day grace period

Contribution Source for Automatic Contribution Increase:

Employee elective deferral contributions

Employee voluntary contributions

Other (describe) _____

The first automatic increase will take place the first day of the Plan year following the year of initial participation, subject to the grace period election above. For example, if the plan year started 1/1/2020 and the participant was enrolled on 1/1/2020, the first automatic contribution will increase on 1/1/2021, assuming a 365 day grace period is elected. Participants will be notified 14 days prior to the increase.

Enrollment Material Requirements: Enrollment materials must be made available to each eligible employee at the time of enrollment (including automatic enrollment) into the Plan. The materials must include, but are not limited to the following: fact sheets for each of the available investment options, fund performance, and participant disclosure booklet. An adequate supply of enrollment materials will be provided to the Plan Sponsor by the Contractor if requested by the Plan Sponsor. Enrollment materials will be made available via the Contractor's enrollment website.

The Contractor will generate a periodic report whenever employees have been identified as being eligible but not yet participating in the Plan. Included on the report will be those employees eligible to be automatically enrolled into the Plan, if the automatic enrollment service is utilized by the Plan. You must identify an individual to receive notification of when the report is available. The purpose of this report is to identify those employees who must receive an enrollment materials. It is understood and acknowledged by the Plan Sponsor and Contractor that the individual designated below is responsible for the distribution of enrollment materials to the employees identified on the report.

Please indicate who should be notified when the report is available. Select one.

Licensed Representative

Name: George Peterson

Telephone: (909) 798-3251

E-mail: George.Peterson@Voyafa.com

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

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Plan Sponsor

Name: Amy Coughlin

Telephone: (909) 387-5787

E-mail: Amy.Coughlin@hr.sbcounty.gov

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

EXHIBIT 1

**San Bernardino County 457(b) Deferred Compensation Plan
San Bernardino County 401(k) Defined Contribution Plan
Schedule B: 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
 - 2 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 by type of loan pursuant to this Loan Program
 - General Purpose: \$1,000.
 - Residential: \$5,000.
- **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 Initiation Fee shall be deducted from the participant's total account balance before determining the maximum loan amount available.

EXHIBIT 1

- **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 County will set and provide the Contractor with the loan interest rate. If the County fails to submit an update, the Contractor will administer loans in accordance with the latest interest rate provided by the County. Select one frequency:

- Monthly
- Quarterly
- Semi-Annually
- Annually

- **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.

L

- Weekly
- Bi-weekly
- Semi-Monthly
- Monthly
- Annually

- **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.

- Loan payoffs received by ACH or check, if applicable, are subject to a seven business day hold which may impact loan availability

EXHIBIT 1

- **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: 60 (maximum of 60 months.)

Residential: 240 (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 Initiation 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 \$75 per loan.
- **Money Source Withdrawal Sequence:** The withdrawal or liquidation sequence for money sources available to fund a loan from the Governmental 457(b) Plan is identified below.

Rollovers from another 457 Plan

Rollovers from a 401(a)/(k) or 403(b) Plan or IRA

Employee Elective Deferrals

The withdrawal or liquidation sequence for money sources available to fund a loan from the 401(k) Plan is identified below.

Employee Elective Deferrals

Employee Match

Rollover

Roth Rollover

Employee Post-Tax Money

- **Fund Withdrawal Sequence:** Money will be withdrawn from participant investment options on a pro-rata basis.
- **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

EXHIBIT 1

- **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.
- Loans extended under this Loan Program will be facilitated through a custodial agreement or trust agreement, as applicable, with Voya Institutional Trust Company.

County 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 County 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.
- The County will determine and set the loan interest rate to apply to loans issued under the Plan. Such rate will be set according to the frequency indicated above. The County will promptly inform the Contractor of any changes to the applicable loan interest rate. The rate will remain in effect until the county informs the Contractor of a change to the applicable loan interest rate.

Contractor Responsibilities:

- 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

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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.

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San Bernardino County Defined Contribution Plans
Schedule C: Administrative Requirements

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

1. Participant account statements and County reports shall reflect accurate information with regard to contributions, allocations, earnings and withdrawals. County 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 County; participant quarterly statements shall be mailed within 10 days of the end of a calendar quarter. Where a participant has more than one Plan account subject to this Agreement, the account statement will reflect all Plan account balances, unless the County directs 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 County or its designee by mail. The Contractor shall notify the County 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 County 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 30 business days, the transactions remain not in Good Order, the amount of the contributions received not in Good Order will be refunded to the County.
6. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account.

Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

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7. All correspondence and marketing materials written specifically for the County, the Plan participants and the County's employees shall be provided to the County or its designee for approval prior to the scheduled date of publication or distribution.
8. A calendar year-end report shall be delivered to the County, by March 1st of the following year. Such report shall include:
 - a. Number of new participants;
 - b. Number and amount of payouts summarized by payout type;
 - c. Reconciliation of starting and ending balances, for each fund in total.

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 the County compare the Plan to other comparable plans in the industry.

9. 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.
10. The Contractor shall provide a full, written response to any request in writing from the County within three weeks of request.
11. The Contractor shall work to develop an electronic participant communication delivery option, for those who elect to receive such, for changes to investments, educational outreach, and other relevant messaging.
12. The Contractor shall collaborate with the County to develop and implement an Education Policy Statement (EPS).
13. Although ERISA is not applicable to public sector plans, Contractor will comply with the Department of Labor (DOL) annual 408(b)(2) Fee Disclosure.

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San Bernardino County Defined Contribution Plans
Schedule D: Additional Plan Services & Fees

1. Miscellaneous Plan Service Charges

- a. Express mailing of termination, withdrawal and loan checks & related paperwork to participant (on exception basis only).
 - o \$50.00 per occurrence, to be assessed against the participant's account. EFT and ACH Credit are free of charge.
- b. 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.
 - o \$75.00 per loan, to be assessed against the participant's account
- c. A self-directed brokerage account fee applicable to each Plan subject to this Agreement that has elected to use this optional service.
 - o Annual fee not to exceed \$50.00 per participant, to be assessed against the participant's account.
- d. Other Charges. In addition to any other charges described herein, an additional charge will be incurred if Contractor agrees to provide other special services at the County's 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. County will be notified at the time of its request if an additional charge is applicable.

2. Testing Services and Fees

The following testing service options are included unless otherwise noted. Delivery of the testing packages is contingent on the Contractor's timely receipt of the necessary data in Good Order each Plan year. A standard data layout will be provided by the Contractor for this purpose.

Additional fees may apply for certain complex testing scenarios.

- a. ACP Testing. Includes up to one hour of consulting per test.
 - i. Frequency of ACP testing needed:
 - ACP Testing not required or not to be performed by the Contractor
 - Monthly Quarterly Semi-annually Yearly
 - ii. ACP testing by sub-group or location needed:
 - Not applicable or required Yes

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San Bernardino County Defined Contribution Plans
Schedule E: Performance Standards

Below is a list of performance standards, dates and guaranteed amounts for proposed services. For each service, the date will represent the date service will be provided. Unless otherwise stated, these performance guarantees shall apply for the duration of the contract term. Each standard will be measured on an annual basis, unless otherwise noted within the specific standard in the chart below. For each service, the guarantee will be the amount of dollars payable if the standard is not met by the specified time.

The Contractor confirms acceptance of the standard (as well as date and guarantee amount) by checking "will meet". If the Contractor is "unable to meet" the standard, date or guarantee or chooses to "exceed" the standard, an explanation and proposed alternative standard / date / guarantee is provided.

Performance standards will be measured by mutually agreeable criteria. Where information regarding service performance is measured by the provider, provider must propose a specific method / criteria for assessing compliance to standard.

Service	Performance Standard	Penalty
Telephone		
Responsiveness to Plan Sponsor (inquiries, service requests, etc.)	Calls returned within 24 hours or next business day.	\$5,000
Participant services responsiveness (customer service center)	Calls answered in 45 seconds or less (on average, annually).	\$5,000
Responsiveness to Participant calls (inquiries, service requests, etc.)	Within three (3) business days for status and/or resolution.	\$5,000
Plan Sponsor & Participant Statements		
Participant statements	Mailed or posted online within 15 calendar days after quarter-end.	\$5,000
Plan Sponsor statements	Sponsor Activity Report (SAR) posted online within 15 calendar days after quarter-end.	\$5,000
Participant Services		
Number of on-site and/or virtual individual meetings	Determined annually, as mutually agreed.	\$5,000
Number of on-site and/or virtual group meetings	Determined annually, as mutually agreed.	\$5,000
Financial Planning services	Delivery to participant within 90 days of receipt of signed financial planning agreement form.	\$5,000
Plan participation rate increases	Determined annually, as mutually agreed.	\$5,000
Average participant deferral rate (%)	Determined annually, as mutually agreed.	\$5,000
Plan Administration		
Posting of contributions to participant accounts	Excluding NYSE holidays, same business day if received in good order before close of the NYSE. Next business day if received in good order after close of the NYSE.	\$5,000
Processing of participant account distributions (all types)	Excluding NYSE holidays, same business day if received in good order before close of	\$5,000

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	the NYSE. Next business day if received in good order after close of the NYSE.	
Processing of participant loan requests	Excluding NYSE holidays, same business day if received in good order before close of the NYSE. Next business day if received in good order after close of the NYSE.	\$5,000
Issuance of participant loans - paper check	99% of checks will be mailed within 2 business days following loan processing date.	
Issuance of participant loans – ACH	99% will be submitted for ACH within 2 business days following loan processing date.	
Retirement Medical Trust (RMT) administration	Implement best-in-class solution for RMT administration by July 31, 2022.	20% of annual RMT fees
Plan Sponsor – Other		
Plan Sponsor and/or Committee Education & Training	As mutually agreed.	\$5,000
Participant Satisfaction		
Satisfaction survey	Create and facilitate online survey starting 2022 and bi-annually thereafter.	\$5,000
Satisfaction score	No less than 80%.	\$5,000

Performance results will be reported to the County annually for the previous calendar year. Should the County determine that Voya has failed to meet one or more of the stated objectives, written notice of such deficiency(ies) shall be provided to Voya within 30 days. If Voya fails to resolve the deficiency(ies) to the County's satisfaction within 30 days, the County may request payment of applicable financial penalty(ies) not to exceed \$25,000 annually. As mutually agreed, special consideration shall be given, and exception granted, should deficiency(ies) result from circumstances beyond the Contractor's control.

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San Bernardino County Defined Contribution Plans
Schedule F: Stability of Principal Disclosure

The County entered into a separate account group annuity contract for the Plan on January 9, 2015. For additional information on the Stable Value Option, including all withdrawals and restrictions, please refer to the product disclosure booklet, or to the separate account group annuity contract.

The Stable Value Option is the only investment available in the PST Deferred Compensation Retirement Plan.

County 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 to view your Plan information on-line.

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San Bernardino County Defined Contribution Plans
Schedule G: 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(s) 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.. 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. In the case of a Stable Value Option, that is providing a current credited interest rate, which is used to compute the daily applicable unit value, it will be provided on a quarterly basis (or earlier if applicable).
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

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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 H.

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San Bernardino County Defined Contribution Plans
Schedule H: 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 roundtrips 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.

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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.

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San Bernardino County Defined Contribution Plans
Schedule I: 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 County 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 I 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 D 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 the Stable Value Option. The estimated fund revenue is derived by subtracting the Contractor's standard fee for management of a comparable portfolio and the estimated value of interest guarantees from the overall fund contract charges.

To the extent the Contractor's compensation is derived in whole or in part from revenue from the County'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.

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San Bernardino County Defined Contribution Plans
Schedule J: Reimbursement of Plan Expenses and Mutual Fund Revenue

Reimbursement of Plan Expenses

Contractor shall reimburse the County \$126,250 per quarter (\$505,000 annually) for reasonable and necessary administrative expenses. This is the total amount to be paid to the County without regard to the number of plans covered by this Agreement.

Reimbursement of Mutual Fund Revenue

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 the fee levelization service forms signed and made effective on July 1, 2019.

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San Bernardino County Defined Contribution Plans
Schedule K: 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.

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- 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.

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San Bernardino County Defined Contribution Plans
Schedule L: Authorized County Representatives

Voya will rely exclusively on this Plan Contact Information for purposes of verifying the names of individuals who are authorized to provide direction on behalf of the Plan. Voya shall have no duty to inquire into the actual authority of such individuals listed below and County shall be responsible for communicating any changes to this Plan Contact Information. Parties acknowledge that these contacts are subject to change at any time.

Name (please type or print) Diane Rundles	Title Director
Agency, Division or Location Name and Code (if applicable) Human Resources, San Bernardino County	
Name (please type or print) Amy Coughlin	Title Benefits Chief
Agency, Division or Location Name and Code (if applicable) Human Resources, San Bernardino County	
Name (please type or print) Alexander "Sandy" Meier	Title Employee Benefits Manager
Agency, Division or Location Name and Code (if applicable) Human Resources, San Bernardino County	

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San Bernardino County Defined Contribution Plans
Schedule M: Contractor's Primary Contacts

The Contractor designates the following individual(s) to serve as its primary point of contact to the County with respect to this Agreement. Parties acknowledge that these contacts are subject to change at any time.

Shelley Fredrick
Vice President, Strategic Relationship Management
Voya Retirement Insurance and Annuity Company
One Orange Way
Windsor, CT 06095

Carol Temporado
Senior Plan Manager
Voya Retirement Insurance and Annuity Company
One Orange Way
Windsor, CT 06095