

Government of the District of Columbia

and

Voya Institutional Plan Services, LLC

Scope of Services and Statement of Work

Qualified Domestic Relations Orders

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Scope of Services

Mission

Effective **October 31, 2025**, Voya Institutional Plan Services, LLC (“Voya”) will be responsible for qualified domestic relations order (“QDRO”) administration services with respect to the Government of the District of Columbia 457(b) Deferred Compensation and 401(a) Defined Contribution Plans and the Not-for-Profit Hospital 457(b) Deferred Compensation and 401(a) Defined Contribution Plans (**“Plan”**) for which the Government of the District of Columbia is the “Plan Administrator”. Voya will review Domestic Relations Orders (as defined in section 414(p)(1)(B) of the Internal Revenue Code (“Code”) and section 206(d)(3)(B)(ii) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and will determine whether each such order constitutes a QDRO (pursuant to Code section 414(p) and ERISA section 206(d)(3)) in accordance with the provisions of the Plan in connection with which an order is submitted.

Voya will ensure that each order complies with applicable federal laws. Voya will make every reasonable effort to perform these duties with efficiency and confidentiality.

Objectives

Each of Voya’s QDRO administration analysts will act as a primary contact between the Participant/Alternate Payee/Attorney and the Plan Administrator during the qualification process to address the Plan affected by the Order.

During Implementation, Voya will:

- I. Provide specially trained analysts, who:
 - A. Are trained in the provisions of Plan.
 - B. Are trained to ensure that each order adheres to federal laws regarding QDROs.
 - C. Appropriately handle confidential information.
 - D. Provide assistance to ensure that Participants/Alternate Payees/Alternate Recipients/Attorneys know the appropriate procedure for processing an order.
 - E. Recommend modifications/seek clarifications to QDRO administrative policies established for the Plan by the Plan Administrator.
 - F. Act as impartial administrative agents of the Plan Administrator.
- II. Maintain Model Language to comply with changes in administrative procedures or Plan provisions.
- III. Provide the following administrative features:
 - A. A direct-dial QDRO line

Voya will maintain a dedicated telephone number that is staffed between the hours of 9:00 a.m. and 4:30 p.m. EST, Monday through Friday, with the exception of legally observed national holidays.
 - B. A Post Office Box for QDRO correspondence.

During On-Going Operations, Voya will:

- IV. Attend to Participant/Alternate Payee/Alternate Recipient/Attorney inquiries, by:
 - A. Responding to specific inquiries from the parties and respective counsel regarding QDRO procedures and requirements.

- B. Providing telephone services for receiving and responding to inquiries from Participants, Alternate Payees and their attorneys.
- C. Forwarding any interrogatories to the Plan Administrator.
- D. Processing a Joinder or Subpoena as a separate service as follows: For a Joinder, Voya will place a restriction on the Participant's account and send an acknowledgement letter to the parties that the Plan has been joined as a party to the litigation. Voya will then forward the Joinder (within 2 Business Days of receipt) to the Plan Administrator for formal response to court. For a Subpoena, Voya will review and gather the required information in the Subpoena, call the attorney and the Plan Administrator to advise we are in receipt of the Subpoena, and once all information is received, Voya will send a response letter to the requesting attorney.
- E. Bringing all matters requiring clarification of any Plan provision to the attention the Plan Administrator.

V. Receive Domestic Relations Orders, and

- A. Send an acknowledgement letter upon receipt of the initial order.
- B. Request placement of benefit restrictions.
- C. Determine its qualification under governing Plan documents and federal law.
- D. Prepare acceptance letters, rejection letters, and other necessary communications to all parties.
- E. Authorize release of benefit restrictions and the payment (or segregation) of awards after the expiration of a sixty (60) day appeal period in which the parties may submit an appeal regarding Voya's interpretation of the QDRO or written notarized waiver of appeal period by each party. Any appeal will be conducted under the Plan's claims procedures, which shall be referenced in the initial response letter to the parties.

VI. Confirm awards by:

- A. Notifying Participant and Alternate Payee of QDRO determinations and interpretations in confirmation letter.

VII. Provide case maintenance by:

- A. Maintaining a Task Manager record for each Plan Participant with respect to whom an Order (or bona fide notice of intent) is received.

VIII. Maintain a Case Tracking system for:

- A. Documenting all calls on each QDRO case.
- B. Maintaining a record of the dates on which documents are received and sent.
- C. Preparing periodic reports for the Plan Administrator:
 - 1. New QDRO Report, and
 - 2. Performance Measurement Report.

The Following Items are Specifically Excluded from the Scope of Services:

The responses to subpoenas, joinders, motions to show cause, interrogatories and the review of any order relating to a plan for which Voya is not the recordkeeper (including any non-qualified plan) are not within this scope of our services to the Government of the District of Columbia or the Plan. However, if received in QDRO Administration, these items will be promptly forwarded to the Plan Administrator or Plan Counsel, as appropriate.

Statement of Work

Voya is responsible for providing QDRO administration services from the receipt of written notification of intent to pursue a QDRO through authorization of payment of affected benefits, including direct contact with:

- Plan participants
- Plan participants' former spouses
- Plan recordkeeping and benefit payment service providers
- Attorneys, estate executors, legal guardians, custodial parents, trustees, Family Service Agencies, etc.
- QDRO administration will not communicate with a party's financial broker or tax advisor.

Voya will adhere to the following service and performance standards:

- 100% of Telephone Inquiries Answered Within 1 Business Day
- 95% of Written Inquiries Answered Within 30 Days; Remaining 5% answered within 45 Business Days
- 95% of Orders Reviewed Within 30 Days; Remaining 5% reviewed within 45 Business Days
- 100% of Joinders Forwarded to Plan Counsel or the Plan Administrator Within 2 Business Days
- 100% of Subpoenas Responded to Within 30 Business Days
- 100% of Benefit Restrictions Placed Within 1 Business Day

Voya will alert the Plan Administrator of all potential problems involving all aspects of QDRO processing, as soon as possible once a problem is identified.

Voya will obtain approval from the Plan Administrator prior to responding to requests for any exceptions to processes, procedures or policies.

The Plan Administrator will advise Voya in writing, and in a timely manner, of any changes that may affect benefits that Voya is responsible for administering.

Contact and Notice Information

Information and documentation to be forwarded and any Notices shall be sent (and shall be effective when received):

If to Client:

Rodney Dickerson
Program Director, 401(a) Retirement Plan and OPEB Trust
1101 4th Street S.W., Suite 850W
Washington, D.C. 20024
(202) 727-0107
Rodney.Dickerson@dc.gov

If to Plan Counsel:

If to Voya:

Voya Institutional Plan Services, LLC
30 Braintree Hill Office Park
Braintree, MA 02184
Attention: Legal Department

Fees

The applicable fee for processing each Domestic Relations Order is included in the Administrative Services Agreement between Voya Institutional Plan Services, LLC and the Government of the District of Columbia dated effective as of **October 30, 2025**, as may be amended pursuant to its terms from time to time.

Miscellaneous

The failure of either party to strictly enforce any provision of this agreement shall not operate as a waiver of such provision or release either party from its obligations under this agreement strictly in accordance with such provision.

This agreement may be amended only by a written amendment signed by both parties.

This agreement and the PPSR represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all proper agreements, understandings, representations, warranties, requests for proposal and negotiations between the parties hereto pertaining to the subject matter hereof.

This agreement will be governed by the laws of the District of Columbia except to the extent that federal laws may preempt or supersede such state.

Approval

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement effective as of the date first above written.

Government of the District of Columbia
Authorized Name/Title

Anthony A. Stover, Contracting Officer

Authorized Signature



October 31, 2025

Date

Voya Institutional Plan Services, LLC

Gavin Gruenberg, Vice President
Authorized Name/Title



Authorized Signature

9/26/2025

Date