

Attachment A

County of Fresno Request for Proposal No. 19-071, including
Addendum Number One (1) and the Nationwide Retirement
Solutions, Inc. Proposal in response thereto

COUNTY OF FRESNO



ADDENDUM NUMBER: ONE (1)

RFP NUMBER: 19-071

DEFERRED COMPENSATION ADMINISTRATIVE, RECORDKEEPING AND PARTICIPANT EDUCATION SERVICES

Issue Date: May 22, 2019

Closing Date: June 12, 2019 at 2:00 PM

All Questions and Proposals must be electronically submitted to the Bid Page on Public Purchase.

For assistance, contact Gary E. Cornuelle at (559) 600-7110.

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR PROPOSAL NUMBER: 19-071 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR PROPOSAL.

- Questions and Answers
- Exhibit E – Sample of the Current Contribution File Feed
- Exhibit F – County of Fresno Lineup and Expenses

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFP 19-071

COMPANY NAME: _____ (PRINT)

SIGNATURE: _____

NAME & TITLE: _____ (PRINT)

Purchasing Use: GEC:st

ORG/Requisition: 89250200 / 8921900162

QUESTIONS AND ANSWERS

- Q1. Plan Statistics (page 5): As of what date is the 2018 data provided?**
A1. 12/31/2018
- Q2. Plan Statistics (page 5): Do the amounts noted as Total Deferrals include or exclude incoming rollovers?**
A2. The amount excludes incoming rollovers
- Q3. Plan Statistics: What level of demographic data is captured and currently reported upon by the County's current vendor?**
A3. Name/DOB/SSN/address/employee ID
- Q4. Scope of Work - Participant Services (page 16): Does the plan include individual life insurance policies? If so, please identify the company that underwrites the policies and how many active, non-lapsed policies exist.**
A4. Life insurance policies are not included in the Plan.
- Q5. Scope of Work - Participant Services (page 16): What language(s) does the County require be supported within the Call Center? Please provide the volume of calls into the County's current vendor's call center for 2018 and 2017.**
a. Call center languages.
A5a. Spanish is required; Hmong is preferred, although not required
b. Call volume.
*A5b. 2017 – 1,336
2018 – 4,313*
- Q6. Scope of Work - FCERA Benefit Integration (page 16 & 17):**
a. Please confirm that the reference to FCERA is to the Fresno County Employees Retirement Association?
A6a. Confirmed
b. Would the data to be integrated be provided in the format the vendor determines or does FCERA dictate the format? Can a sample of the data file layout currently provided to the County's current vendor be provided to bidders for review. What FCERA benefit information is currently, or envisioned to be, included on participant statements?
A6b. Vendors should integrate the basics of the defined benefit available to County employees into any/all materials, educational tools, etc. that are available to participants and prospective participants. The County does not currently provide participant-specific defined benefit information to Nationwide.
- Q7. Questionnaire - B12: Will the County seek an allowance from the vendor to defray the costs the County incurs for plan document support by outside counsel? If yes, what is the estimated annual allowance needed.**
A7. The County will not seek an allowance from the vendor to defray the costs the County incurs for plan document support by outside counsel.

Q8. Questionnaire - B50 Does the plan currently include an automatic enrollment feature? If not, does the County have plans in the near future to add such a provision?

A8. The plan does not include an automatic enrollment feature and the County is not in the process of implementing an automatic enrollment feature.

Q9. Questionnaire - B22 and B64. Can the County elaborate on the scope and content of "Plan Health" related metric goals.

A9. Participation rates, deferral rates, proper allocation based on age, on target for retirement (replace 70% of pre-retirement income)

Q10. Questionnaire - Managed Accounts. Is a managed account service currently available under the plan? If yes, please provide the number of participants and amount of assets under this service.

A10. The Plan utilizes Nationwide's ProAccount service, which has 552 participants and \$19.1 million in assets.

Q11. Questionnaire - SDBAs. Is a SDBA service currently available under the plan? If yes, please provide the number of participants and amount of assets under this service.

A11. The Plan does not currently offer participants an SDBA option.

Q12. What percentage of participants currently receive statements and other communications electronically only.

A12. 49%

Q13. Proposal Content Requirements: Where should the Certification Regarding Debarment, Suspension and other Responsibility Matters form (pages 42/43) appear in the Proposal?

A13. Please refer to the Proposal Requirements section of the RFP, VI.

Q14. What is the preferred date for transfer of assets? What is the preferred date for contract start date? What is the preferred contract term?

A14. Should the County elect not to retain Nationwide, the asset transfer date and contract start date should be on or before the expiration of our current agreement with Nationwide. The standard County contract term is three (3) years with two (2) optional 1-year renewals. However, we ask that vendors submit bids under each contract term in the Cost Proposals section.

Q15. We see in Exhibit B, executed in 2015, Managed Accounts are expressly excluded from the services agreement. Has the plan elected since to provide a managed account program? If so, please provide the total assets in the program today.

A15. The County executed a separate agreement with Nationwide Investment Advisors, LLC for managed account services.

Q16. Does the plan currently utilize a self directed brokerage option? If so, please provide the company being used as well as the total assets in the program today.

A16. The Plan does not currently offer participants an SDBA option.

Q17. Please provide a sample of the current contribution file feed that the plan uses today. Please provide data definitions as well as field level definitions for the file.

A17. See Exhibit E

Q18. How does the county notify the record-keeper of the Normal Retirement Age tier?

A18. *County uses a Nationwide form to attest to an individual participant's eligibility for the special catch-up provision.*

Q19. Describe the suspension process when a participant passes away and is in payout.

A19. *Payout is suspended as soon as Nationwide is notified of participant's passing.*

Q20. What is the current total of the stable value assets in the plan?

A20. *The Stable Value Fund had \$64,443,761.87 in assets as of 5/14/2019.*

Q21. Are all of investments included in your preferred lineup (p. 32) already part of the County's current fund line-up? If not, please provide details.

A21. *The T. Rowe Price Mid Cap Growth I Fund and the Metropolitan West Total Return Bond Fund will be added to the Plan investment lineup and the Hennessy Focus Institutional Fund, the Virtus Seix Total Return Bond R6 Fund, and the Oakmark Equity and Income Fund will be removed in the second or third quarter of 2019. The 2020, 2030, 2040, and 2050 Great-West Lifetime Trusts are not currently in the lineup, but will be added pending approval by the Board of Supervisors on June 4, 2019. Otherwise, the preferred lineup is the same as the current lineup.*

Q22. For all current investments, please provide expense ratios and revenue sharing.

A22. *See Exhibit F*

Q23. For each of the BlackRock CITs:

a. Please provide CUSIPs

<u>Ticker</u>	<u>Fund Names</u>
09257F792	BlackRock Equity Index – Collective M
09257F305	BlackRock MidCap Idx – Collective M
09257F842	BlackRock Russell 2000 Index Coll M
06739Q560	BlackRock EAFE Equity Index Coll M
06739Q685	BlackRock US Debt Index Fund Coll W

b. How are these investments currently being traded and settled? Via NSCC? Or manually via fax and wire?

A23b. *NSCC*

c. Who is calculating the daily prices for these investments?

A23c. *NAV's are sent to Nationwide daily from the fund partners*

d. Would performance calculations be provided to the record-keeper?

A23d. *Performance is calculated on FINS based on the daily NAV's*

e. Would fund fact sheets be provided to the record-keeper?

A23e. *Yes*

Q24. Great West Target Date CIT suite:

a. Please provide CUSIPs

<u>A24a. Ticker</u>	<u>Fund Names</u>
391410305	Great West Lifetime 2015 Trust
391410602	Great West Lifetime 2025 Trust
391410883	Great West Lifetime 2035 Trust
391410859	Great West Lifetime 2045 Trust
391410826	Great West Lifetime 2055 Trust

b. How are these investments currently being traded and settled? Via NSCC? Or manually via fax and wire?

A24b. NSCC

c. Who is calculating the daily prices for these investments?

A24c. NAV's are sent to Nationwide daily from the fund partners

d. Would performance calculations be provided to the record-keeper?

A24d. Performance is calculated on FINS based on the daily NAV's

e. Would fund fact sheets be provided to the record-keeper?

A24e. Yes

Q25. Fresno County Stable Value:

a. How is this investment currently being traded and settled? Via NSCC? Or manually via fax and wire?

A25a. Manual via fax

b. Who is calculating the daily price for this investment?

A25b. Priced on DcDirect – Nationwide's recordkeeping system.

c. Would performance calculations be provided to the record-keeper?

A25c. Great-West provides the quarterly performance to Nationwide along with the daily prices. Nationwide then inputs the information in to their system to display on the web and statements for participants.

d. Would a fund fact sheet be provided to the record-keeper?

A25d. Yes

Q26. Does the plan currently offer managed accounts? If yes, please provide the total assets and participants currently in the program.

A26. The Plan utilizes Nationwide's ProAccount service, which has 552 participants and \$19.1 million in assets.

COUNTY OF FRESNO



REQUEST FOR PROPOSAL

NUMBER: 19-071

DEFERRED COMPENSATION ADMINISTRATIVE, RECORDKEEPING AND PARTICIPANT EDUCATION SERVICES

Issue Date: April 26, 2019

Closing Date: JUNE 12, 2019 AT 2:00 P.M.

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact **Gary E. Cornuelle** at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFP.
Bid must be signed and dated by an authorized officer or employee.

COMPANY

CONTACT PERSON

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

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OVERVIEW

The County of Fresno on behalf of the Department of Human Resources is requesting proposals from qualified vendors to provide the following:

Administrative, recordkeeping and participant education services for the County of Fresno 457(b) Deferred Compensation Plan (DCP). Northwest Capital Management (NWCN) will assist the County with the evaluation of proposals.

The objective of this RFP is to select a record keeper that is able to provide the requested services at a competitive fee. NWCN will use the information collected through this RFP to provide the County with an assessment of your organization's capabilities and proposed services, and a comparison of projected annual administration fees.

Links to the most current version of the following documents are located at the following address:
<http://www2.co.fresno.ca.us/1010/DCMC/FrontPage/DCPlanDoc&Policies.htm>

- Plan Document
- Investment Policy Statement
- Deferred Compensation Management Council Bylaws

Recordkeeping and administrative services are currently provided by Nationwide Retirement Solutions. NWCN provides investment consulting to the plan and is responsible for assisting the County with the evaluation of responses to this RFP.

The Plan currently falls under the supervision of the Deferred Compensation Management Committee (DCMC). The DCMC meets quarterly to review the performance of its service providers and monitor the investment options offered to plan participants.

General Provisions

Plan type	457(b) Deferred Compensation Plan
<i>Plan year</i>	n/a
<i>Plan establishment date</i>	January 20, 1976
<i>Eligible group</i>	Permanent full-time or part-time County employee
<i>Eligibility for employee contributions</i>	Employment with the County
<i>Eligibility for employer contributions</i>	n/a
<i>Entry dates</i>	n/a
<i>Automatic enrollment</i>	No
<i>Eligibility determination</i>	No

Plan Contributions

<i>Before-tax</i>	Yes
<i>Roth</i>	No
<i>Catch-up</i>	Yes
<i>After-tax</i>	No
<i>Rollover</i>	Yes
<i>Matching</i>	No
<i>Profit Sharing</i>	No

Contribution and Other Details

<i>Freq. of contribution rate changes</i>	At participants discretion
<i>Automatic increases</i>	At participants discretion
<i>Inv. changes – future contributions</i>	At participants discretion
<i>Vesting</i>	100% vested
<i>Forfeitures</i>	n/a
<i>Default investment</i>	Great West Target Retirement – Lifetime – Group A

Withdrawals and Loans

<i>Hardship withdrawals</i>	Unforeseeable Emergency
<i>Other in-service withdrawals</i>	Inactive Account < \$5,000
<i>Loans</i>	Yes
<i>Mandatory distributions</i>	RMD

Other Provisions

<i>Valuation frequency</i>	n/a
<i>Statement frequency</i>	Quarterly

Payroll Information

<i>Number of payroll sources</i>	1
<i>Payroll provider</i>	Self-administered
<i>Provider/system</i>	Self-administered
<i>Transmission frequency</i>	Bi-weekly
<i>Number of feeds per year</i>	26
<i>Transmission media</i>	Secure File Transfer
<i>Provide full census data</i>	County provides census file to Nationwide

Plan Statistics

	2016	2017	2018 YTD
<i>Total assets</i>	\$213,331,316	\$243,210,743.20	\$232,681,218.51
<i>Total number of eligible employees</i>	6,888	6,966	7,087
<i>Participants with account balances</i>	5,143	5,795	6,234
<i>Actives</i>	5,143	5,795	6,234
<i>Terms</i>	1,145	388	2,316
<i>Retired</i>	9	3	17
<i>Number of new enrollments</i>	765	817	763
<i>Total deferrals</i>	\$7,660,993.81	\$8,499,488.98	\$8,088,581.81
<i>Total employer contributions</i>	All employee contributions	All employee contribution	All employee contribution
<i>Expenses paid from plan assets (if applicable)</i>	Info not stored	Info not stored	Info not stored
<i>Investment change</i>	281	368	397
<i>Total distributions</i>	\$13,561,203.22	\$16,116,372.48	\$15,472,624.44
<i>Net cash flow</i>	(\$5,900,209.41)	(\$7,616,883.50)	(\$7,384,042.63)
<i>New enrollments</i>	765	817	763
<i>Hardship withdrawals</i>	0	0	0
<i>QDROs</i>	0	\$56,510.18	\$136,077.85
<i>Loans (if applicable)</i>	#295-\$2,271,839.01	#320-\$2,810,001.46	#383-\$2,965,118.95
<i>Termination distributions</i>	\$3,162,722.36	\$4,535,077.39	\$5,020,029.33
<i>Average account balance</i>	\$41,471.87	\$41,961.83	\$37,324.55

KEY DATES

RFP Issue Date: **April 26, 2019**

Written Questions for RFP Due: **May 15, 2019 at 10:00 AM**
Questions must be submitted on the Bid Page.

RFP Closing Date: **June 12, 2019 at 2:00 PM**
Proposals must be electronically submitted on the Bid Page.

Bidders are to contact **Gary E. Cornuelle** at County of Fresno - Purchasing, (559) 600-7110, if they are planning to attend.

GENERAL REQUIREMENTS & CONDITIONS

TERM: It is County's intent to contract with the successful bidder for a term of three years with the option to renew for up to two additional one year periods based on mutual written consent.

The County reserves the right to terminate any resulting contract upon written notice.

AWARD: The award will be made to the vendor offering the proposal that is deemed the most advantageous to the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County will be the sole judge in making such determination. The County reserves the right to reject any and all proposals. Award Notices are tentative. Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid Purchase Order by Purchasing. After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

Award may require approval by the County of Fresno – Board of Supervisors.

PARTICIPATION: The bidder may agree to extend the terms of the resulting contract to other political subdivisions, municipalities, and tax-supported agencies. Such participating governmental bodies may make purchases in their own name, make payment directly to the bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

CONFIDENTIALITY: Services performed by the bidder shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

The bidder shall submit to County's monitoring of said compliance.

The bidder may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

The bidder shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County. The bidder shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor. A specialty contractor cannot contract for work outside of their classification even if they are going to subcontract that work to another licensee who does hold the classification. The only classification that may do that is the B – General Building contractor.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

DISCLOSURE: The bidder is required to disclose if, within the three-year period preceding the proposal, their owners, officers, corporate managers and partners have been convicted of, or had a civil judgment rendered against them for:

- fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- violation of a federal or state antitrust statute;
- embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
- false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED: No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

TIE BIDS: In the event of a tie score between two or more proposals at the completion of the evaluation process, the evaluation team will break the tie by re-evaluating the proposals and coming to a consensus on which proposal to award. Additional information or interviews may be requested from bidders with the tied proposals.

DATA SECURITY: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

AUDITS & RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

PAYMENT: County will make partial payments for all purchases made under the contract and accumulated during the month. Terms of payment will be net forty-five (45) days.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

LICENSES AND CERTIFICATIONS: Any license(s) and/or certification(s) required in this RFP must be obtained by the bidder prior to submitting a proposal and must be active and in good standing. Proposals submitted without the proper license(s) and/or certification(s) will be deemed non-responsive.

PUBLIC CONTRACT CODE SECTION 7028.15: Where the State of California requires a Contractor's license; it is a misdemeanor for any person to submit a bid unless specifically exempted.

INSURANCE REQUIREMENTS

Without limiting the County's right to obtain indemnification from contractor or any third parties, contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Human Resources, Attn: David Joseph, 2220 Tulare Ave., 14th Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

BID INSTRUCTIONS

- All prices and notations must be typed or written in ink.
- Unless otherwise noted, prices shall remain firm for 180 days after the closing date of the bid.
- Proposals must be electronically submitted on the forms provided in this RFP with all pages numbered.
- Additional material may be submitted with the proposal as attachments. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).
- Bidders must electronically submit their proposal in .pdf format, no later than the proposal closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- County of Fresno will not be held liable for any costs incurred by vendors in responding to this RFP.
- Bidders are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be electronically submitted in a separate PDF file clearly named "TRADE SECRETS" and marked as Confidential, see Trade Secret Acknowledgement section.
- If a bidder finds any discrepancies or has any questions, submit all inquiries to the Bid Page on Public Purchase or contact **Gary E. Cornuelle** at (559) 600-7110. Any change in the RFP will be made only by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.
- Failure to respond to all questions or to not supply the requested information could result in rejection of your proposal. Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested.
- Proposals received after the closing date and time will NOT be considered.
- Proposals will be evaluated by an evaluation team led by County Purchasing and may consist of County of Fresno department staff, community representatives from advisory boards, and other members as appropriate. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. Upon review and evaluation, the evaluation team will make the final recommendation to the County department.
- Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 and in Word format to gcornuelle@FresnoCountyCA.gov. Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

- All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific Analyst managing this RFP is identified on the cover page, along with his or her contact information, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal appeal against the RFP, such vendor may contact the Purchasing Manager who manages that appeal as outlined in the County's established appeal procedures. All such contact must be in accordance with the sequence set forth under the appeal procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board at scheduled Board Meeting.

SCOPE OF WORK

The County of Fresno on behalf of the Department of Personnel Services is requesting proposals from qualified vendors to provide the following:

Vendors must be able to, **at minimum**, provide the services outlined below. The Scope of Work Requirements section of the RFP will address your organization's approach and method for satisfying each of the listed items. All quoted fees should include providing the requested services outlined below.

Communication & Education

- I. Provide representatives to deliver communication and marketing services
 - A. Representative(s) available 200 days out of the year for communication and education campaign, including participant education
 - B. Includes an education specialist who will conduct both group meetings and individual sessions
 - C. Attendance with a short presentation at all New Employee Orientation classes (approx. 26 per year)
 - D. Attend annual benefit fairs (one to two week event – see 2018 fair schedule in Exhibit C)
 - E. “Save Today” (Week long vendor coordinated event promoting retirement savings) **See 2019 meeting schedule in Exhibit D*
 1. Participant communications
 2. Site scheduling
 3. Availability to assist employees with questions
 - F. Once a month host a table with FCERA representative for drop-in participant consultations
 - G. Incorporate pension and social security benefits into education materials and in-person education sessions
 - H. 2-3 (recorded) educational webinars annually
 - I. Present participant activity report to the DCMC at each quarterly meeting
 - J. County would prefer that representatives, working directly with County employees, have several years of industry experience, advanced certifications (such as Series 7, Certified Financial Planner, Charter Financial Analyst, Certified Investment Management Analyst)
 - K. Representative(s) should excel at group presentations and individual consultations
- II. Communications
 - A. Participant enrollment
 1. Electronic
 2. Paper
- III. Participant education materials
 - A. Enrollment kits
 - B. Newsletters
 - C. Fliers
 - D. Annual Reports
 - E. All participant communications, including required disclosures
 - F. Two targeted marketing campaigns
 - G. One annual statement stuffer or e-mail blast

- H. Preference would be given to vendors that excel at employee/participant communication/education
 - 1. Assist the County with developing an Education Policy Statement with perpetual and annual goals
 - 2. Assist the County in the identification and monitoring of key metrics that lead to a successful participant outcomes
 - 3. Have the systems and logistical wherewithal to measure
 - a) Effectiveness of communication campaign
 - b) Participants' awareness of available resources and the utilization of said resources?
 - c) Is the communication campaign driving behaviors that will impact long-term outcomes?
 - d) Are employees on track to achieve adequate retirement income?
 - e) The ability to incorporate the County's Defined Benefit program into materials and educational initiatives.

Recordkeeping and Plan Administration

- I. Provide robust software with the capabilities to track and maintain participant and beneficiary records
- II. Provide comprehensive payroll services including:
 - A. Changes in contribution rates
 - B. Investment contributions according to participant elections
 - C. Contribution limit monitoring
 - 1. The County monitors contribution limits by contribution source (regular, age-50 catch-up, special catch-up) in its Payroll system. However, if a change is made mid-year (i.e. from regular to age-50 catch-up), the County loses the ability to track the maximum accurately in that payroll year. The ability to receive a report and/or notification from a vendor would be preferred.
 - D. Balance tracking by source and fund
- III. Provide comprehensive distribution and administrative (recordkeeping, tax reporting, compliance, etc.) services including:
 - A. In-service, Hardship and Terminations
 - B. Loan withdrawals and ongoing maintenance
- IV. Proposer must accept full responsibility for processing errors it makes, and they must be reported within a reasonable period of time. If a participant incurs a loss or a lost opportunity due to such error, the Proposer will adjust the participant's account to the same level as if the processing error had not occurred.

Plan Sponsor Services

- I. Keep plan sponsor apprised of regulatory and legislative updates
- II. Provide plan documents for 401(a) and 457(b) plans
- III. Assist in the identification and monitoring of key metrics that lead to participant success
 - A. Ensure plan is designed to meet these goals
- V. Preparation and delivery of communication materials:
 - A. Annual participant notices, including all required disclosures
 - B. Participant enrollment and education
 - C. Annual targeted statement stuffer or e-mail blast

- D. Assist with developing an education policy statement
- E. Have the ability to monitor and report the results of participant campaigns
- VI. Provide outsourcing of participant services (hardships, distributions, etc.) with limited or no sponsor involvement
- VII. Provide Sponsor with robust plan level reporting package
 - A. Present participant activity report to the County at an annual meeting (meeting can be conducted via internet)
 - B. Ability to run ad hoc reports including, but not limited to, the following elements
 - 1. Participation rates
 - 2. Deferral rates
 - 3. GAP analysis showing projected income in retirement for all County eligible plan participants (active and not contributing)
 - a) Ability to integrate social security and FCERA
 - 4. Asset allocation
- VIII. Ability to provide plan sponsor with a transparent fee summary of all vendor compensation (both direct and indirect).
- IX. Offer complete plan sponsor web experience

Participant Services

- I. Proposer shall not sell ancillary products (such as life insurance) to participants without the express written consent of the County. Participant data is the sole property of the County and may not be used to market other products or be sold to other organizations without the express written consent of the County.
- II. Provide a licensed education specialist who will:
 - A. Help participants assess their retirement goals
 - 1. Provide financial planning services
 - B. Conduct participant educational webinars as requested (at least two per year)
 - C. Design participant education campaigns around plan-specific needs
- III. Offer complete participant web experience, including:
 - A. Transaction processing
 - B. Participant loan and distribution processing, with appropriate tax reporting
 - C. Participant Education
 - 1. Investment education
 - 2. Retirement readiness
- IV. Call center availability for participants
 - A. Provide multilingual phone support
- V. FCERA benefit integration
 - A. On-site representative must be licensed to provide participant advice and have the skill and knowledge to assist participants with education related to retirement under FCERA, including eligibility, pension calculations and estimates, beneficiary options, and possible taxation issues. The on-site representative must be able to provide FCERA counseling to ensure employees nearing retirement understand the process to access FCERA pension and Individual Account Program ("IAP") benefits.

- B. Participant website tools
- C. Include information on participant statements
- D. Include integration of FCERA with participant education materials and communications

VI. Provide quarterly statements

Investment Platform

- I. Open architecture investment platform
- II. Ability to credit revenue sharing back at the participant level
- III. Ability to utilize the Great West Target Date CIT suite as the QDIA
- IV. Ability to record keep custom white label stable value fund held at Great West Trust
- V. Offer a competitive interest rate on a fixed or cash equivalent account with no back-end charges or penalties.

Conversion

- I. Provide transition timeline for documents and data
- II. Coordinate and provide support throughout plan transition
- III. Create and deliver to participants all required education communications
 - A. Including retirees
- IV. Provide transition specific participant education along with initial and re-enrollment support

Proprietary Stable Value

Scoring for this RFP will be based on proposed pricing for the Plan's current menu. For informational purposes, the County would also like to gather pricing inclusive of your proprietary stable value.

- I. Bidder acknowledges that the County will only consider proposals which include one of the following options:
 - A. A stable value/collective trust investment with at least \$500 million in assets and a minimum of a three-year performance track record
 - 1. Termination provisions must be no greater than a 12-month put that will be liquidated at book value.
 - 2. The stable value product may not contain any market value adjustment or installment payout provisions.

OR

- B. A 1940 Act money market option.

Any pricing scenarios presented that do not meet these criteria will not be considered or scored.

SCOPE OF WORK PROPOSAL REQUIREMENTS

Pursuant to instructions included in this RFP, Proposal Content Requirements, a bidder's proposal shall include a response to the following:

A. Your Organization

Structure / Affiliates

- A1. Provide a simple chart showing the structure of your organization, including where and how the retirement plan business fits within your company model.
- A2. Describe any significant changes to structure or leadership, specifically within the retirement plan business, in the past three years, or any anticipated changes in the foreseeable future.

Internal Policies / Insurance / Litigation / Fiduciary Services

- A3. Provide summaries of insurance coverages your firm maintains. Include occurrence/per claim and aggregate limits for each policy of insurance. Provide explanatory memoranda regarding coverages, endorsements, policy language, and self-insured or deductible retentions to the extent necessary to help the County understand your firm's insurance program. Your Proposal should provide details on the following aspects of your insurance program:
 - a. Professional liability
 - b. Workers' compensation (applicable coverage per state statutes)
 - c. Commercial general liability
 - d. Automobile Liability
- A4. Disclose any current and pending litigation, sanctions or administrative actions against your firm, including any affiliate companies, in the past five years.
- A5. What is your company's privacy policy regarding sharing client or account information?
- A6. Describe your company's indemnification policy for cyber and fraud events.
- A7. Describe in detail the fiduciary responsibility your firm assumes as a service provider.
- A8. Describe any exceptions your firm has with the Model County Contract in Exhibit A (if applicable) and confirm that your firm is able to use the Model County Contract as the service agreement with the County of Fresno.

Client Base / Relevant Experience

The County requires that responding vendors have at least seven years of experience administration public sector 457(b) plans. Vendors are required to have a minimum of 10 public sector clients and \$5 billion in public sector 457(b) assets. Additionally, vendors must have at least five public sector clients that each have assets greater than \$250 million.

A9. Please complete the following table:

Plan Assets	Number of Plans	Number of 401(k) Plans	Number of 457(b) Plans	Number of 403(b) Plans	Number of Other Plans
Under \$50MM					
\$50MM-\$150MM					
\$150MM-\$500MM					
\$500MM-\$1B					
Over \$1B					

A10. If you segment the marketplace differently for services and staffing capabilities, please describe your firm's segmentation methodology and provide details on how services and staffing differ.

A11. Describe the types of plans that comprise "other plans" as identified in A8, if applicable.

A12. How many clients have you won or acquired (and continue to maintain) in the past three years?

A13. Complete the following table listing the number of Plans that have terminated services with your firm in the past three years. Indicate which plans left due to merger or plan termination.

Plan Assets	Number of Plans	Number of 401(k) Plans	Number of 457(b) Plans	Number of 403(b) Plans	Number of Other Plans
Under \$50MM					
\$50MM-\$150MM					
\$150MM-\$500MM					
\$500MM-\$1B					
Over \$1B					

Staff / Employee Training / Compensation Assigned Service Team / References

A14. Populate the information regarding the proposed service team in the following table:

	Relationship Manager	Education Specialist	Compliance Specialist	Dedicated Account Manager
Name				
Location				
Years of industry experience				
Tenure with firm and tenure in this position				
Current number of relationships				
Maximum number of relationships				
Degrees, certifications, professional designations and/or licenses				
Hours of availability to client				

If the table above does not fully capture the service team that would be assigned to the County, please provide additional information and roles of all team members, including names and titles.

A15. Provide references for the proposed team.

A16. Would any of the on-site team members be bilingual?

- a. Would participants have access to bilingual employees via the call center? Yes/No
- b. Would members of the onsite conversion team be bilingual? Yes/No

A17. What credentials, certifications and licensing will field representatives have?

Specifically, will the County's field representatives hold CFP or CFA designations?

A18. Representatives that have contact with participants will not be permitted to cross-sell other services such as insurance, IRAs, annuities, brokerage services, etc. How will your process ensure this restriction is in place?

A19. How is the performance of each plan team member evaluated?

- a. How does their performance impact compensation?
- b. What criteria is used for the evaluation?
- c. Does the plan sponsor have any input in the process?

B. Recordkeeping, Administration and Education Services**Plan Sponsor Education / Training**

- B1. Do you provide fiduciary training and committee best practice education to plan sponsors? (Yes/No) If so, provide details including the frequency of training and education that would be offered.
- B2. Describe website or report generation training available to County staff.

Plan Sponsor Reporting / Notifications / Other Communications

- B3. The County would like to adhere to ERISA “best practices”. Describe how annual and ongoing participant communications and disclosures are handled (e.g. fund, provision, and fee changes). List provided notices and disclosures, include who is responsible for fulfillment, along with any additional fees that apply.
- B4. Do you provide 408(b)(2) compliant fee disclosure reports to your governmental clients? Yes/No If no, what fee disclosures do you provide?
- B5. Describe the quarterly and annual demographic reports and notifications available to plan sponsors. Can a sponsor set up certain reports to be pushed to them? (Yes/No) If yes, list the reports available.
- B6. How do you report key plan metrics and plan financial information to the plan sponsor?
- Is this information routinely distributed to the plan sponsor or do they have to submit a request via the sponsor website?
 - At what frequency is this information is provided?

Plan Sponsor Website

- B7. Provide demo access to your plan sponsor website in the chart below:

Website Address	User Name	Password

- B8. Describe the key features of your plan sponsor website.

Plan Administration / Document / Other Services

- B9. Does your recordkeeping platform monitor participant annual contribution limits? (Yes/No) If so, and an issue is detected, how is the sponsor notified?
- B10. Does the system identify participants eligible for catch-up contributions? (Yes/No) If so, and an issue is detected, how is the sponsor notified?
- B11. Describe how the system handles participants utilizing the “special catch-up” contribution deferrals, including monitoring limits and eligibility.
- B12. The County currently uses, and intends to continue using, a plan document provided by outside counsel.
- Confirm you can service the plan with an outside document provider.
 - What limitations, if any, does this impose?
 - How does your firm ensure that an employer’s plan meets all regulatory requirements, including participant disclosures and plan document operational compliance?
- B13. Do you provide plan design technical support to assist the County when looking at plan design changes?
- B14. What legal resources are available to your firm to obtain legal opinions or interpretations of regulations and plan compliance issues?
- B15. What support do you provide for plan audits, as well as regulatory audits? Include any additional costs that may apply.

B16. Do you provide additional professional services (e.g. plan design)? (Yes/No) If so, please list services and indicate if the services are included in your bid, or are they charged separately.

Participant Education

B17. Based on the County's objectives outlined in the Ongoing Participant Experience (page 7), provide a 12-month (first year) participant education and communication calendar. Provide a detailed summary of the participant education initiatives your firm would seek to accomplish. Be sure to create a separate calendar for any transition education and communications. Please include samples of materials, their frequency, topics, timing and locations. At minimum, the calendar should address the following:

- a. Onsite group sessions.
- b. Individual consultations.
- c. Financial planning.
- d. Mailings.
- e. Web-based education.
- f. Other mediums or forms of communication to participants.

B18. Do you offer plan sponsors the ability to create and record video education sessions specific to their plan? (Yes/No) If so, describe what resources are available and the logistics involved in the process.

B19. How does your firm ensure the information and guidance offered to participants on-site and virtually, is consistent and accurate?

B20. How would your ongoing participant education improve participation, deferral rates, appropriate asset allocation and other "plan health" metrics? Please provide a case study (preferably similar in size to the County's Plan) that supports your education capabilities.

B21. How does your firm measure the effectiveness of its education and communication initiatives?

- a. Provide a sample plan sponsor report, if available.
- b. Additionally, describe how your firm enables participants to quantify their retirement planning goals and outline action items necessary to achieve said goals.

B22. Do you provide a monetary guarantee for the quality and effectiveness of meeting "plan health" related metric goals? (Yes/No)

B23. Does your firm conduct satisfaction surveys at the participant level? (Yes/No) If so, please provide a recent survey.

B24. Do you provide additional services (e.g. financial planning) for participants with larger account balances?

Participant Communications

B25. What mediums of participant communication are available (e.g. statement stuffers, email, video, etc.)? Which are available bilingually?

B26. Can you support targeted communications (e.g., life stages, savings rates, asset allocations, etc.)? (Yes/No) Is this integrated into your annual education initiatives or does the plan sponsor need to initiate segmented communication campaigns?

B27. What services, tools and functionality does your firm specifically offer to participants post-retirement?

B28. What kind of customization does a sponsor have over participant-initiated service forms such as, hardship, in-service, loan, etc.?

Participant Website

B29. Provide demo access to your participant website in the chart below:

Website Address	User Name	Password

B30. Describe the key features of your participant website.

B31. Is balance, deferral rate, rate of return, investment allocation, future monthly income or % of retirement goal, and suggested changes or next best steps, visible on the participant landing page? (Yes/No) If not, which of these are captured?

B32. How many clicks does it take to view the investment menu? How does your website display custom models within the investment menu section of the website?

B33. Are there any anticipated enhancements or updates scheduled in the next 12-24 months? (Yes/No) If so, please describe.

B34. Provide a detailed list of historical data which can be exported by plan participants (e.g., performance, transactions, balances etc.).

B35. Describe in detail the capabilities of your mobile experience:

- Do you provide a dedicated app or do you offer a conforming website? (Yes/No)
- Can participants enroll on a mobile device? (Yes/No)
- Can contribution changes be made on mobile device? (Yes/No)
- Can investment allocation changes be made on mobile device? (Yes/No)
- Can allocation changes to current contributions and future contributions be made independent of each other? (Yes/No)
- Can participants list/change a beneficiary on the mobile application? (Yes/No)

Call Center / Bilingual Capabilities

B36. What are the call center hours of operation?

B37. Describe how the call center will be able to answer 'County-specific' questions from plan participants.

B38. Are calls recorded in the event there is a dispute? (Yes / No) If so, how long are recordings archived? Do you make recorded conversations available for the sponsor to review?

Payroll

B39. Does your firm offer web upload/download capabilities? (Yes/No) If so, please describe.

B40. Please provide a sample (as an appendix) of your payroll layout that will allow the plan sponsor to maximize the capabilities of your platform.

B41. If this data is submitted with each payroll, what services can your system provide to assist plan sponsors?

- Gap analysis (including DB plan and SS integration).
- Contribution change tracking.
- Contribution limit monitoring.
- Additional capabilities.
- Please include information regarding any fees for these capabilities.
- What are the security protocols for file transfers?

Participant Statements

- B42. Describe your participant statement delivery process, include delivery methods and timing.
- B43. Would the plan sponsor be able to customize statements? (Yes/No) If so, describe what types of customizations are available.
- B44. Would the plan sponsor be able to provide information or communication that could be included in a statement mailing? (Yes/No)
- B45. Provide a sample participant statement that includes details on participant fees and credits.
- B46. Describe your ability to integrate Defined Benefit, Social Security, 457(b), 401(a) and any additional assets on participant statements.
- B47. Does the statement include any information regarding the Participant's "retirement readiness"? (Yes/No) For example, percentage towards retirement goal? How is this information displayed on the website?

Enrollment / Election / Beneficiary Changes

- B48. Describe your participant enrollment process. Include information on mobile, online and quick enroll methods.
- B49. Does your system track and report contribution changes? (Yes/No) Are those changes pushed to the plan sponsor? (Yes/No)
- B50. Can you support automatic enrollment and/or automatic increases?
- B51. Can participants manually elect automatic increases and rebalancing?
- B52. Describe how beneficiary information is obtained from the participant?

Rollovers / Loans / In-Service Requests

- B53. Briefly describe your participant loan process. Include details from request through receipt of loan funds. Please also include any required interaction from the plan sponsor.
- B54. Do you offer paperless loans? (Yes/No)
- B55. Briefly describe how participant hardship requests are processed. Include information related to tracking and reporting to the plan sponsor.
- B56. How long does it take for a hardship to be processed?
- B57. Briefly describe how you process participant in-service requests.
- B58. Do you offer paperless in-service requests? (Yes/No)
- B59. Describe the expected processing time for participant in-service requests.

Terminated Distributions / QDROs / RMDs

- B60. Do you offer paperless terminated participant distributions? (Yes/No)
- B61. Can the plan sponsor fully outsource the processing and approval of terminated participant distributions to your firm? (Yes/No)
- B62. Can your system handle installment distributions? (Yes/No)
 - a. If so, what frequency of payments are available?
 - b. Can participants specify from which fund installment distributions are taken? (Yes/No)
 - c. Do you routinely monitor the plan for terminated participants? (Yes/No) If so, how and when is the plan sponsor updated?
 - d. Describe the process used in monitoring the plan for de minimis account balances.
 - e. At what frequency is the process completed?
 - f. What participant and plan sponsor communication are associated with this service?

B63. The County handles QDRO processing. Briefly describe how The County will interact with your firm to complete the distributions, include timing.

Performance Standards

B64. Populate the following table describing performance standards and any monetary penalties your firm is willing to risk for failures:

	Performance Standard	Amount at Risk
Participant Services		
Hours of availability of call center		
Average wait-time per call		
Average number of calls until issue resolved		
Number of group education sessions		
Number of days for individual consultations		
Deferral rate % increase per year		
Participation rate % increase per year		
Percentage of participants with beneficiary info after first 18 months of contract		
Plan Sponsor Services		
Number of days after quarter end: Plan report		
Annual plan sponsor education and training		
Frequency of processing de minimis accounts		
Maximum number of hours before receiving call back from RM		
Operations		
Contribution reconciliations		
Contribution postings		
Hardship withdraws paid (upon receipt of paperwork)		
Receipt of loan proceeds		
Payment of final distribution		
Processing of fund transfers		
Processing of rollover contributions		

Statements and Disclosures		
Number of days after quarter end: Participant statements		
Number of days after quarter end: Sponsor statements		
Date of receipt for 408(b)(2) disclosure		
Date of receipt of 404(a)(5) disclosure		
Transition		
Number of group meetings		
Number of individual consultations		
Number of days in blackout period after receiving data in good order		
Communications		
Quality and effectiveness of meeting "plan health" related metric goals		

B65. Complete the following table indicating service availability and processing:

Service	Service Available (Y/N)	Paperless Available (Y/N)	Is Plan Sponsor Involvement Required (Y/N)
Address Changes			
Beneficiary Changes			
Plan Limit Monitoring (402(g), 401(a)(17), 415, etc.)			
Participant Enrollment			
Election Changes for Future Contributions			
Transfers for Current Elections (By Specific Dollar)			
Transfers for Current Elections (By Specific Percent)			
Transfers for Current Elections (To Specified Fund Allocations)			
Confirmation Statements			

Systems

B66. Is your current recordkeeping software proprietary? (Yes/No) If it is non-proprietary, what software and version are utilized?

B67. Who is responsible for keeping the system compliant with current regulations?

B68. Describe any specific enhancements for the system that are planned in the next 12 months.

Disaster Recovery / Security

B69. Briefly describe your maintenance and backup procedures. Include information on daily backups, retention timetables, and off-site backup storage routines. Also, include a description of how access to participant data (current and archived) is controlled and monitored (i.e., who specifically can view participant account data, who can print this data, who can remove this data from your facility either on a laptop, memory stick, CD or as a printed report).

B70. Provide the number of outages that have occurred in the past five years. Provide details regarding each outage and a description of the final resolution to fix the issue(s).

B71. Briefly describe your information security protocols.

- Include the level of data encryption used.
- Have any security breaches occurred in the prior 36-months? (Yes/No) If so, provide details.
- If a security breach were to occur, what is your process to recover data, replace any monetary loss and prevent further loss of data?
- How is indicative data, including social security numbers, protected against fraud/theft (both internal and external threats)? Specifically, non-web based threats from call center or paper requests?

- e. Does your service agreement indemnify the County and its participants from any action should security protocols fail? Please provide sample agreement language.

C. Transition Management

Conversion “Campaign”

- C1. Why is your transition process better than your competitors? What differentiates it?
- C2. Are you willing to include a performance guarantee for your conversion process? (Yes/No)
- C3. Do you provide education and training support for the plan sponsor, specific to a plan conversion? (Yes/No)
- C4. Based on the County’s objectives outlined in the ONGOING PARTICIPANT EXPERIENCE REQUIREMENTS section, provide a detailed summary of the participant education initiatives your firm would seek to accomplish during the conversion.
- C5. Provide a detailed transition communication plan. Be sure to specifically address the following:
- a. Timeline
 - b. Mailings
 - c. Emails
 - d. Group education sessions
 - e. Individual educational sessions, including scheduling. How would it be communicated that a “significant other” is welcome to attend?
 - f. Retirees
 - g. Website
 - h. Communications and disclosure fulfillment services
 - i. Special communication to retiree’s receiving installment payments
- C6. Based on the County’s unique demographics and geographic locations, complete the following table:

Proposed number of onsite transition days	
Proposed number of group transition meetings	
Proposed number of individual transition meetings	
Total number of licensed employees that will be onsite during the transition	
Proposed total hours of onsite transition education and communication	

Process

- C7. Describe any training available for County staff on payroll and census data submissions. When is this training typically completed (i.e., how far in advance of a conversion date)?
- C8. What transactions are prohibited during the blackout period?
- C9. Describe how participant historical investment performance would be handled in the conversion.
- C10. Describe how current beneficiary information would be handled at conversion.
- C11. How are installment distributions already in process handled?
- C12. How are existing loans handled?
- C13. Can you support participant re-enrollment and /or strategic mapping to a QDIA (if participant fails to provide investment direction) at conversion?

- a. Describe how your firm would handle the potential large cash flow of assets transferring into the Plan's QDIA?
- b. Would a strategic mapping to a custom target date QDIA impact your conversion process?

C14. Do you provide a conversion website? (Yes/No) If so, please provide a demo user ID and password:

Website Address	User Name	Password

Roles / Responsibilities Conversion Team

- C15. Provide a detailed overview of the team assigned to this conversion.
- C16. Describe the experience of the conversion project manager that will be assigned, including the number and size (assets and headcount) of the conversions completed over the past 3 years.
- C17. Provide references for the conversion team that would be assigned to this account. References should include industry, length of relationship, plan type, services provided. References should be similar in size to the County's plan.

D. Investments

General

- D1. Are you willing to provide the services requested in this RFP without the use of proprietary investments? (Yes/No)
- D2. The County currently uses a white label stable value fund via Great West.
- a. Are you willing to recordkeep non-proprietary collective trusts and separate accounts vehicles? (Yes/No)
 - b. Describe any requirements or restrictions in the utilization of these types of investments.
- D3. How many fund families does your firm have trading agreements with?
- D4. Do you have trading agreements with the County's preferred fund families outlined in the "PREFERRED LINEUP" section, below? (Yes/No) If not, are you willing to obtain trading agreements with each fund company by the conversion date provided in the RFP timeline?

Target Date Funds

The County's preferred target date fund suites are:

Great West Lifetime Trust

- D5. Would the County be able to use the preferred target date families on your platform? (Yes/No) Could it be designated as the Plan's QDIA? (Yes/No) Which of the preferred target date fund suites are available on your platform?
- D6. Describe how these funds would be incorporated into enrollment kits, communication materials and the participant website (specifically address how they are displayed and characterized).

Managed Accounts

- D7. Do you provide a proprietary managed account service? (Yes/No)
- D8. Describe what makes your managed account program unique in the industry.
- D9. Would you permit the County to utilize a third-party managed account provider, such as Financial Engines, Morningstar, ProManage, etc.? (Yes/No) If so, provide details on the flexibility the County would have in selecting a managed account provider.
- D10. If you contract with a third-party managed account provider, how much of the managed account service fee do you receive as the recordkeeper?
- D11. What are the fees for the managed account options available on your platform?

- D12. How are the fees for this service disclosed to participants? Does it appear on their statements or any other disclosure after the initial enrollment?
- D13. Describe the portfolio construction process incorporating a plan's unique investment line - up.
- D14. How does the managed account service handle a participant who is enrolled in a target date fund when signing up for the service? Does it sell them out of the fund? (Yes/No)
- D15. Describe the methodology used to allocate between active and passive investments in its model creation.
- D16. Describe any ongoing management that is applied to the portfolios.
- D17. Who serves as 3(38) advisor on these services?
- D18. Describe the complete participant experience for this service.
- D19. Describe your methodologies in working with individual plan participants and address both the accumulation and the decumulation (participant distribution) phases.
- D20. How do you document performance results using your methodology to the plan sponsor?
- D21. Describe the plan sponsor reporting capabilities of this service.
- D22. Provide 1, 3, and 5-year annualized returns for plans using your service.
- D23. What are the benefits to participants who utilize your managed account services?
- D24. Provide justification for the value participants receive relative to the cost for the service.
- D25. Can this service be used as a QDIA? (Yes/No) If so, would there be a fee reduction for the managed account services?
- D26. What census data does the County need to provide to leverage the full potential of your managed account services?
- D27. Describe how this service is integrated into the website and statements. Please provide a sample participant statement for this service.
- D28. Describe how participant information is obtained/solicited to ensure one is allocated to the most appropriate portfolio (e.g., participant enters data online, meets with a representative in-person, call center, etc.).
- D29. How many unique portfolios would participants be potentially allocated to? Please provide a portfolio allocation for review.
- D30. Describe in detail what factors are considered, and their respective weighting, when calculating a specific allocation for a participant. For example, a participant's risk tolerance, savings outside the DC plan, participation in a DB plan, health considerations, etc.
- D31. Describe how your managed account service makes contribution recommendations.
- D32. Is there a call center available to assist participants with managed account questions? (Yes/No) Are representatives licensed? (Yes/No) If so, please describe.
- D33. Is the amount of revenue received by your organization for managed accounts disclosed on both the 408(b)(2) and the 404(a)(5), or equivalent disclosure? (Yes/No)

SDBAs

- D34. Do you offer self-directed brokerage services? (Yes/No)
- D35. What institutions do you support?
- D36. What fees are associated with opening a brokerage account?
- D37. Could this service restrict usage to only account balances over a minimum value determined by the County?
- D38. Do you require participants to maintain minimum balances in the "core" menu to utilize the SDBA service? (Yes/No)

- D39. What information do you provide participants on linked brokerage accounts?
- D40. Is your recordkeeping fee assessed against assets held in self-directed accounts? (Yes/No)
- D41. What information is displayed on participant fee disclosures regarding self-directed accounts?

Fund Additions / Changes / Designating QDIAs

- D42. Describe how your firm handles participant notices relating to investment changes?
- D43. Describe your firm's fund change process.
- D44. Is there a limit to the number of fund changes that can be made without incurring additional fees?
- D45. Post conversion, are you willing to add funds if a trading agreement isn't already in place?
- a. Are there any restrictions regarding adding new funds to your platform?
 - b. How long does it take to add or remove funds from the County's investment platform?
- D46. Operationally, are there any limits to what a plan sponsor can designate as the QDIA?

Revenue Sharing

- D47. Describe how your firm handles revenue sharing received from fund families.
- D48. How do you communicate to advisors and plan sponsors when revenue sharing agreements are renegotiated (i.e., increase or decrease in revenue sharing) and/or when lower cost share classes become available on the platform?
- D49. Does your platform permit revenue sharing to be credited back at the participant level – specifically to those participants that held the fund where revenue sharing was received?
- D50. Are there additional fees associated with this pricing methodology?
- D51. How is levelized pricing shown on participant statements?
- D52. How is levelized pricing shown on the participant website?
- D53. What is the frequency participant accounts are credited with revenue sharing reimbursements?
- D54. Where is the revenue sharing held until it's credit back to participants' accounts?
- D55. Does the plan earn interest on these dollars while they are waiting to be credited back to participants?
- D56. What happens when a participant leaves the plan prior to receiving their rebate?

Excessive Trading / Trade Errors / STRFs

- D57. Describe the process for correcting trade errors?
- D58. Describe how your platform notifies a participant when a trade is being placed that a redemption fee will apply? Is any other information provided to participants about redemption fee transactions? (Yes/No)
- D59. Does your system flag equity wash rule violations? (Yes/No) If so, can it accommodate a waiver for funds utilized in a custom portfolio? (Yes/No)

Preferred Lineup

The County's preferred lineup is listed below: Fund Name	Ticker
BlackRock Equity Index - Collective M	02cff1
Alger Spectra Z	aspzx
Columbia Dividend Income Inst3	cddyx
BlackRock MidCap Idx - Collective M	03cff2
BlackRock Russell 2000 Index Coll M	03cff3
Hennessy Focus Institutional	hfcix
Nicholas Limited Edition I	nclex
Janus Henderson Small Cap Value N	jdsnx
Ivy International Core Equity N	iincx
BlackRock EAFE Equity Index Coll F	10cff5
Oppenheimer Developing Markets I	odvix
Fidelity Advisor Real Estate Income I	frirx
Franklin Utilities R6	fufrx
Oakmark Equity And Income Investor	oakbx
BlackRock US Debt Index Fund Coll W	04cff4
Virtus Seix Total Return Bond R6	samzx
Templeton Global Bond R6	fbnrx
Fresno County Stable Value	fressv
Great-West Lifetime 2015 Trust	grwl15
Great-West Lifetime 2020 Trust	gw2020
Great-West Lifetime 2025 Trust	grwl25
Great-West Lifetime 2030 Trust	gw2030
Great-West Lifetime 2035 Trust	grwl35
Great-West Lifetime 2040 Trust	gw2040
Great-West Lifetime 2045 Trust	grwl45
Great-West Lifetime 2050 Trust	gw2050
Great-West Lifetime 2055 Trust	grwl55

D60. Are all the above funds available on your platform? (Yes/No) If not, please identify.

D61. Provide expense ratio and revenue sharing currently in place for the plan's preferred lineup in the table provided above.

D62. Does your platform offer cheaper share classes of these funds? (Yes/No) If yes, clearly indicate where applicable.

D63. Does your firm have a financial relationship with any of the investment options requested in the preferred lineup table? (Yes/No) If so, please describe.

D64. If the Plan were to make available a high-yield bond fund, what type of disclosures and or pop-ups could your platform support to better inform a participant about the risk associated with this investment on your website and enrollment materials?

E. Trust / Custody Services

General

- E1. For the Trust/Custody services you propose, what is the name of the provider, the total number of years that they have been in operation, and the assets under custody, as of December 31, 2018?
- a. How long have you been working with this company? If under 3 years, please describe the circumstances around your decision to change custody providers.
 - b. What are the total public sector DC assets, as of December 31, 2018?
 - c. Are there any restrictions by investment type that pertain to your custodial services? (Yes/No) If yes, what?
- E2. Confirm that you will custody outside investment funds, including the County's current Collective Investment Trusts.
- E3. Please fully describe your check distribution process, including frequency. Are you able to rush off-cycle checks for special situations? If so, are there additional fees for rush services?
- E4. Will the County be required to execute a separate custodial agreement with your custodial trustee or will the custodial trustee services be part of the contract with the County?

F. Additional Services

Roth 457

- F1. The County is planning on offering ROTH 457. Please describe your platform's capabilities regarding ROTH administration.
- F2. Would participants be able to allocate ROTH source money differently than pre-tax deferrals?
- F3. Does your platform offer ROTH in-plan conversions? (Yes/No) If yes, describe the process, including applicable tax reporting.
- F4. Would participants be able to roll qualified ROTH assets into the County's plan?

COST PROPOSAL

Fee Quote #1

Complete the table below:

- Proposed pricing should be provided both as a flat dollar per participant as well as a percentage of assets
- Proposers should base pricing on assets listed in the plan information tables and should incorporate all services requested in the "Scope of Work" section.

	Per Participant	As a Percentage of Assets (bps)
Three Years *		
Five Years *		
Five Years (no extension option)		

*Three and Five year contract quote to include two 1-year extension option

Fee Quote #2: Proprietary Stable Value Product

Scoring for this RFP will be based on proposed pricing for the Plan's current menu shown in the Investments section of the "Vendor Response" section. For informational purposes, the County would also like to gather pricing inclusive of your proprietary stable value.

Bidder acknowledges that The County will only consider proposals which include:

- 1.) A stable value/collective trust investment with at least \$500 million in pooled assets and a minimum of a three-year performance track record
 - a. Termination provisions must be no greater than a 12-month put that will be liquidated at book value.
 - b. The stable value product may not contain any market value adjustment or installment payout provision, or
- 2.) A 1940 Act money market option.

Any pricing scenarios presented that do not meet this criteria will not be considered or scored.

Please complete the table below:

	Per Participant	As a Percentage of Assets (bps)
Three Years *		
Five Years *		
Five Years (no extension option)		

*Three and Five year contract quote to include two 1-year extension option

- Describe the proprietary product being used in fee quote #2 including the following:
 - Provide all details specific to the termination provisions? Termination provisions must be no greater than a 12-month put that will be liquidated at book value. The product may not contain any market value adjustment or installment payout provisions.
 - What is the current crediting rate?
 - What are the minimum and maximum crediting rates?
- Are any service offerings contingent on the use of the proprietary product? (Yes/No)
- The County would like the following contingent language included in the service agreement if they choose to utilize a proprietary product:

If, at any time during the contract period the County determines that the proprietary product no longer satisfies requirements of the Investment Policy Statement, the County may elect to replace the fund as an investment option with no change to the compensation provided for under the agreement for the remaining term of the agreement.

Fee Payment Methods

- Using a per-participant pricing model, would your platform support a tiered system (e.g., participants with account balances from \$1-\$5,000 pay "x", participants with account balances from \$5,001-\$25,000 pay "y", and participants with balances over \$25,000 would pay "z"? (Yes/No) If yes, please describe how this would work on your platform and describe any limitations the County would need to be aware of as they developed a "fee tier schedule".
- Would your platform allow the County to assess a specific line-item fee to cover internal— County specific—plan related expenses? (Yes/No) If yes, how would this appear on participant statements and the website?
- Would the County be able to assess plan related fees (using a formula similar to that described in question G4) to assets held in the SDBA? (Yes/No)

Participant Initiated Service Fees

7. Provide a complete list of non-asset based fee assessed to participants. For example, loans, QDRO, distributions, wire transfers, etc. Expand the table if necessary.

Service Fee (\$)	Terminated Distribution
In-Service Distribution	
Hardship Distribution	
Minimum Required Distribution	
Installments (following first payment)	
Mandatory Distributions (Force Outs)	
Loan Initiation	
Loan Maintenance	
Expedited Distributions (ACH or EFT)	
Roll-in processing	
QDRO Qualification	
QDRO Processing	
1099's	

Plan Sponsor Fees

8. Provide a complete list of plan sponsor related fees. For example, de minimis IRA sweeps, ad hoc reporting, account processing, plan document maintenance and amendments, legal support (as it relates to plan document compliance questions), etc.:

Model Rebalancing (if applicable)	
Participant Notice Creation (QDIA, 404a5, etc)	
Participant Notice Delivery	
Lost participant location services	
Quarterly Statement Delivery	
Communication campaign material	
Audit Support	
Plan Document Generation	
Plan Document Maintenance	
Ad Hoc Report Requests	

Fees For Other Services

9. Provide details on all the fees associated with your SDBA service:

10. Provide a list of all fees associated with your de minimis IRA services: Services

De Minimis IRA Services	Fee (\$)

11. Provide a summary of fees associated with your proposed managed accounts services.
12. If offered, summarize fees associated with County employees receiving comprehensive financial planning services?
13. Does the fee proposal provided cover all travel related expenses from ALL employees over the course of the contract? (Yes/No)
14. Please identify any additional service offerings not covered in this RFP along with their associated fees.
15. If required by the County, would you document in writing all sources of revenue received by your firm, and any affiliated organizations, resulting from being awarded this contract? (Yes/No)

AWARD CRITERIA

All proposals will be evaluated using the same criteria. While cost is important, other factors are also significant, and the County may not select the lowest cost proposal. The objective is to choose the proposal that offers the highest quality services and will best achieve the County's goals and objectives within a reasonable budget. Evaluations will be based on the criteria listed below:

Selection of the winning bidder is based on the following criteria. Please note that the list below is not ordered by level of importance; proposals will be judged on how well they meet all of the criteria.

COST

- A. Cost, as submitted in the Cost Proposal section. Please note that the County intends to award the contract to the proposing firm whose proposal is determined to be most advantageous to the County, taking into account both technical merit and price.

MINIMUM REQUIREMENTS

- A. Vendors are required to have a minimum of 10 distinct public sector clients and \$5 billion in public sector 457(b) assets.
- B. Vendors must have at least five public sector clients that each have assets greater than \$250 million in plan assets.
- C. Only proposals with a money market or stable value investment option, as described in the Scope of Work, will be scored.

CAPABILITY AND QUALIFICATIONS

- A. Ability to offer plan sponsors and advisor the resources and support to achieve plan objectives, including an education campaign to increase participant retirement readiness as well as offering tools and reports that provide easy access to necessary information.
- B. Assigned client service team is experienced, accessible, and partners effectively with the plan sponsor.
- C. Experience with plans of a similar size and with similar features.
- D. Investment platform flexibility.
- E. Conversion Project Plan (i.e., controls and dedicated resources ensure a smooth and timely transition).
- F. Organization has a stable retirement plan service business, a respected reputation and policies in place which support a culture of strong business ethics.
- G. Systems and technology are stable, disaster recovery plans ensure continuity of service, and data security measures are effective yet unobtrusive.
- H. Quality, thoroughness, and clarity of the proposal and the absence of exceptions to provisions in the RFP, including, but not limited to, the inability to accept the terms and conditions of the model County of Fresno contract or the inability to perform services as stated in the Scope of Work.

PROPOSAL CONTENT REQUIREMENTS

It is required that the vendor submit his/her proposal in accordance with the format and instructions provided under this section.

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
 - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION
- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
 - A. Exceptions to General Conditions.
 - B. Exceptions to General Requirements.
 - C. Exceptions to Specific Terms and Conditions.
 - D. Exceptions to Scope of Work and/or Scope of Work Proposal Requirements.
 - E. Exceptions to Proposal Content Requirements.
 - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
 - A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
 - B. Descriptions of any similar or related contracts under which the bidder has provided services.
 - C. Descriptions of the qualifications of the individual(s) providing the services.

- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
 - E. A brief description of the bidder's current operations, and ability to provide the services.
 - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
 - G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with
 - 2. Date of original contract
 - 3. Reason for termination
 - 4. Contact person and telephone number for agency
 - H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
 - 1. Location filed, name of court and docket number
 - 2. Nature of the lawsuit or legal action
 - I. Describe any payment problems that you have had with the County within the past three (3) years:
 - 1. Funding source
 - 2. Date(s) and amount(s)
 - 3. Resolution
 - 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
- A. Bidders are to use this section to describe the essence of their proposal.
 - B. This section should be formatted as follows:
 - 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 - 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work Proposal Requirements" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work Proposal Requirements" items. Each description should begin with a restatement of the "Scope of Work Proposal Requirements" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
 - C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
 - D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

TRADE SECRET ACKNOWLEDGEMENT

Each proposal submitted is public record under the California Public Records Act (Cal. Gov. Code, secs. 6250 and following) and is therefore open to inspection by the public as required by Section 6253 of the California Government Code. This section generally states that "every person has a right to inspect any public record". The County will not exclude any proposal or portion of a proposal from treatment as a public record except information that it is properly submitted as a "trade secret" (defined below), and determined by the County to be a "trade secret" (if not otherwise subject to disclosure, as stated below). Information submitted as "proprietary", "confidential" or under any other terms that might state or suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are not treated as a public record under that section. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Such information must be submitted in a separate PDF file named "Trade Secret" and marked as "Confidential" in the Public Purchase system. Bidders must include a clear and concise statement that sets out the reasons for confidentiality in accordance with the foregoing definition of "trade secret." Examples of information not considered trade secrets are pricing, cover letter, promotional materials, references, and the like.

Information submitted by a bidder as "trade secret" will be reviewed by County of Fresno's Purchasing Division, with the assistance of the County's legal counsel, to determine conformance or non-conformance to the foregoing definition.

Information that is properly identified as "trade secret" and which the County determines to conform to the definition will not become public record (if not otherwise subject to disclosure, as stated below). The County will safeguard this information in an appropriate manner, provided however, in the event of a request, demand, or legal action by any person or entity seeking access to the "trade secret" information, the County will inform the bidder of such request, demand, or legal action, and the bidder shall defend, indemnify, and hold harmless the County, including its officers and employees, against any and all claims, liabilities, damages, or costs or expenses, including attorney's fees and costs, relating to such request, demand or legal action, seeking access to the "trade secret" information.

Information submitted by bidder as trade secret and determined by the County not to be in conformance with the foregoing California Government Code definition shall be excluded from the proposal and deleted by the County.

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if (1) they are not electronically submitted in a separate PDF that is marked "Trade Secret" and marked as Confidential in the Public Purchase system; or (2) disclosure thereof is required or allowed under the law or by order of court.

Bidders are advised that the County does not wish to receive trade secrets and that bidders are not to supply trade secrets unless they are absolutely necessary.

I have read and understand, and agree to the above "Trade Secret Acknowledgement."

BIDDER MUST CHECK ONE OF THE FOLLOWING:

Has bidder submitted certain bid information that is a "trade secret," as defined by Section 6254.7 of the California Government Code, and in compliance with the requirements of this Trade Secrets Acknowledgement?

By marking "**NO**", bidder does not claim any confidentiality of any bid information submitted to the County.

☐ YES ☐ NO

ACKNOWLEDGED AND AGREED BY BIDDER:

Signature

Date

Print Name

Title

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

1. Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - a. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - b. violation of a federal or state antitrust statute;
 - c. embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - d. false statements or receipt of stolen property
2. Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS****INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Date: _____

(Printed Name & Title)

(Name of Agency or Company)

REFERENCE LIST

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

Provide a list of at least five (5) customers for whom you have recently provided similar services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Project Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Project Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Project Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Project Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Project Date: _____
Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

*** Note: This form/information is not rated or ranked for evaluation purposes.**

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included are important requirements the bidder is responsible to submit with the RFP package in order to make the RFP compliant.

Check off each of the following (*if applicable*):

1. _____ Signed cover page of Request for Proposal (RFP).
2. _____ Check <http://www.FresnoCountyCA.gov/departments/internal-services/purchasing/bid-opportunities> for any addenda.
3. _____ Signed cover page of each Addendum.
4. _____ Provide a Conflict of Interest Statement.
5. _____ Signed *Trade Secret Form* as provided with this RFP (Trade Secret Information, if provided, must be electronically submitted in a separate PDF file and marked as Confidential).
6. _____ Signed *Criminal History Disclosure Form* as provided with this RFP.
7. _____ Signed *Participation Form* as provided with this RFP.
8. _____ The completed *Reference List* as provided with this RFP.
9. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
10. _____ Bidder's proposal, in PDF format, electronically submitted to the Bid Page on Public Purchase.

Return Checklist with your RFP response

EXHIBITS

- A. Model County of Fresno Contract**
- B. Executed Service Agreement With Nationwide Retirement Solutions, Inc.**
- C. 2018 Satellite Health Fairs Flyer**
- D. 2019 Save Today! Flyer**

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of [Month], [Year], by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and [Contractor], a (Type of business) (Note to County staff: Type of business the contractor is; such as a corporation – including the state in which they are incorporated, e.g., a California corporation; a partnership; a private, non-profit corporation; or a sole proprietorship), whose address is "[Contractor's Address]", hereinafter referred to as "CONTRACTOR".

WITNESSETH:

(Add WHEREAS Clauses) (Note to County staff: explains the need/purpose for the contract and the process by which the Contractor was chosen)

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A.

B. (etc.)

2. OBLIGATIONS OF THE COUNTY

A.

B. (etc.)

3. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on (Effective Date) through and including (Last day of three year period). This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The (Title of department head) or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

4. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to

1 be provided hereunder, are contingent on the approval of funds by the appropriating government
2 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
3 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
4 notice.

5 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
6 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 7 1) An illegal or improper use of funds;
- 8 2) A failure to comply with any term of this Agreement;
- 9 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 10 4) Improperly performed service.

11 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
12 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
13 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
14 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
15 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
16 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
17 any such funds upon demand.

18 C. Without Cause - Under circumstances other than those set forth above, this
19 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
20 intention to terminate to CONTRACTOR.

21 5. COMPENSATION/INVOICING: (Note to County staff: If sales tax is applicable and to be
22 paid to an out-of-state vendor, it must be separated from the total compensation and the vendor must have
23 a California Sales Tax Permit Number.) COUNTY agrees to pay CONTRACTOR and CONTRACTOR
24 agrees to receive compensation as follows: "[Enter compensation]". CONTRACTOR shall submit monthly
25 invoices in triplicate to the County of Fresno "[Enter Department Name]".

26 In no event shall services performed under this Agreement be in excess of
27 "[Enter maximum contract amount]" during the term of this Agreement. It is understood that all expenses
28 incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by

1 CONTRACTOR. (Note to County staff: If the number of days within which payment must be made is
2 specified, this paragraph must provide for payment after a minimum of forty-five (45) days from date of
3 receipt of invoice by the COUNTY.)

4 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
5 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
6 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
7 times be acting and performing as an independent contractor, and shall act in an independent capacity and
8 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
9 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
10 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
11 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
12 terms and conditions thereof.

13 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
14 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

15 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
16 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
17 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
18 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
19 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
20 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
21 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

22 7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

23 A. The parties to this Agreement shall be in strict conformance with all
24 applicable Federal and State of California laws and regulations, including but not
25 limited to Sections 5328, 10850, and 14100.2 et seq. of the Welfare and Institutions
26 Code, Sections 2.1 and 431.300 et seq. of Title 42, Code of Federal Regulations
27 (CFR), Section 56 et seq. of the California Civil Code, Sections 11977 and 11812 of
28 Title 22 of the California Code of Regulations, and the Health Insurance Portability

1 and Accountability Act (HIPAA), including but not limited to Section 1320 D et seq. of
2 Title 42, United States Code (USC) and its implementing regulations, including, but
3 not limited to Title 45, CFR, Sections 142, 160, 162, and 164, The Health
4 Information Technology for Economic and Clinical Health Act (HITECH) regarding
5 the confidentiality and security of patient information, and the Genetic Information
6 Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic
7 information.

8 Except as otherwise provided in this Agreement, CONTRACTOR, as a Business Associate of
9 COUNTY, may use or disclose Protected Health Information (PHI) to perform functions, activities or
10 services for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure
11 shall not violate the Health Insurance Portability and Accountability Act (HIP AA), USC 1320d et seq. The
12 uses and disclosures of PHI may not be more expansive than those applicable to COUNTY, as the
13 "Covered Entity" under the HIP AA Privacy Rule (45 CFR 164.500 et seq.), except as authorized for
14 management, administrative or legal responsibilities of the Business Associate.

15 B. CONTRACTOR, including its subcontractors and employees, shall protect,
16 from unauthorized access, use, or disclosure of names and other identifying
17 information, including genetic information, concerning persons receiving services
18 pursuant to this Agreement, except where permitted in order to carry out data
19 aggregation purposes for health care operations [45 CFR Sections 164.504 (e)(2)(i),
20 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any and all persons
21 receiving services pursuant to a COUNTY funded program. This requirement applies
22 to electronic PHI. CONTRACTOR shall not use such identifying information or
23 genetic information for any purpose other than carrying out CONTRACTOR' s
24 obligations under this Agreement.

25 C. CONTRACTOR, including its subcontractors and employees, shall not
26 disclose any such identifying information or genetic information to any person or
27 entity, except as otherwise specifically permitted by this Agreement, authorized by
28 Subpart E of 45 CFR Part 164 or other law, required by the Secretary, or authorized

1 by the client/patient in writing. In using or disclosing PHI that is permitted by this
2 Agreement or authorized by law, CONTRACTOR shall make reasonable efforts to
3 limit PHI to the minimum necessary to accomplish intended purpose of use,
4 disclosure or request.

5 D. For purposes of the above sections, identifying information shall include, but
6 not be limited to name, identifying number, symbol, or other identifying particular
7 assigned to the individual, such as finger or voice print, or photograph.

8 E. For purposes of the above sections, genetic information shall include genetic
9 tests of family members of an individual or individual, manifestation of disease or
10 disorder of family members of an individual, or any request for or receipt of, genetic
11 services by individual or family members. Family member means a dependent or
12 any person who is first, second, third, or fourth degree relative.

13 F. CONTRACTOR shall provide access, at the request of COUNTY, and in the
14 time and manner designated by COUNTY, to PHI in a designated record set (as
15 defined in 45 CFR Section 164.501), to an individual or to COUNTY in order to meet
16 the requirements of 45 CFR Section 164.524 regarding access by individuals to their
17 PHI. With respect to individual requests, access shall be provided within thirty (30)
18 days from request. Access may be extended if CONTRACTOR cannot provide
19 access and provides individual with the reasons for the delay and the date when
20 access may be granted. PHI shall be provided in the form and format requested by
21 the individual or COUNTY.

22 CONTRACTOR shall make any amendment(s) to PHI in a designated record set at the request of
23 COUNTY or individual, and in the time and manner designated by COUNTY in accordance with 45 CFR
24 Section 164.526.

25 CONTRACTOR shall provide to COUNTY or to an individual, in a time and manner designated by
26 COUNTY, information collected in accordance with 45 CFR Section 164.528, to permit COUNTY to
27 respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR
28 Section 164.528.

1 G. CONTRACTOR shall report to COUNTY, in writing, any knowledge or
2 reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or
3 breach of unsecured PHI not permitted by this Agreement of which it becomes aware, immediately and
4 without reasonable delay and in no case later than two (2) business days of discovery. Immediate
5 notification shall be made to COUNTY's Information Security Officer and Privacy Officer and COUNTY's
6 DPH HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the
7 extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably
8 believed to have been, accessed, acquired, used, disclosed, or breached. CONTRACTOR shall take
9 prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure
10 required by applicable Federal and State Laws and regulations. CONTRACTOR shall investigate such
11 breach and is responsible for all notifications required by law and regulation or deemed necessary by
12 COUNTY and shall provide a written report of the investigation and reporting required to COUNTY's
13 Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA Representative. This written
14 investigation and description of any reporting necessary shall be postmarked within the thirty (30) working
15 days of the discovery of the breach to the addresses below:

16	County of Fresno	County of Fresno	County of Fresno
17	Dept. of Public Health	Dept. of Public Health	Dept. of Internal Services
18	HIPAA Representative	Privacy Officer	Information Security Officer
19	(559) 600-6439	(559) 600-6405	(559) 600-5800
20	P.O. Box 11867	P.O. Box 11867	2048 N. Fine Street
21	Fresno, CA 93775	Fresno, CA 93775	Fresno, CA 93727

22 H. CONTRACTOR shall make its internal practices, books, and records relating
23 to the use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR on
24 behalf of COUNTY, in compliance with HIPAA's Privacy Rule, including, but not limited to the requirements
25 set forth in Title 45, CFR, Sections 160 and 164. CONTRACTOR shall make its internal practices, books,
26 and records relating to the use and disclosure of PHI received from COUNTY, or created or received by the
27 CONTRACTOR on behalf of COUNTY, available to the United States Department of Health and Human
28 Services (Secretary) upon demand.

1 CONTRACTOR shall cooperate with the compliance and investigation reviews conducted by the
2 Secretary. PHI access to the Secretary must be provided during the CONTRACTOR's normal business
3 hours, however, upon exigent circumstances access at any time must be granted. Upon the Secretary's
4 compliance or investigation review, if PHI is unavailable to CONTRACTOR and in possession of a
5 Subcontractor, it must certify efforts to obtain the information to the Secretary.

6 I. Safeguards

7 CONTRACTOR shall implement administrative, physical, and technical safeguards as required by
8 the HIP AA Security Rule, Subpart C of 45 CFR 164, that reasonably and appropriately protect the
9 confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains
10 or transmits on behalf of COUNTY and to prevent unauthorized access, viewing, use, disclosure, or breach
11 of PHI other than as provided for by this Agreement. CONTRACTOR shall conduct an accurate and
12 thorough assessment of the potential risks and vulnerabilities to the confidential, integrity and availability of
13 electronic PHI. CONTRACTOR shall develop and maintain a written information privacy and security
14 program that includes administrative, technical and physical safeguards appropriate to the size and
15 complexity of CONTRACTOR's operations and the nature and scope of its activities. Upon COUNTY's
16 request, CONTRACTOR shall provide COUNTY with information concerning such safeguards.

17 CONTRACTOR shall implement strong access controls and other security safeguards and
18 precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive
19 data to authorized users only. Said safeguards and precautions shall include the following administrative
20 and technical password controls for all systems used to process or store confidential, personal, or sensitive
21 data:

- 22 1) Passwords must not be:
- 23 a. Shared or written down where they are accessible or
- 24 recognizable by anyone else; such as taped to computer screens,
- 25 stored under keyboards, or visible in a work area;
- 26 b. A dictionary word; or
- 27 c. Stored in clear text
- 28 2) Passwords must be:

- a. Eight (8) characters or more in length;
- b. Changed every ninety (90) days;
- c. Changed immediately if revealed or compromised; and
- d. Composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - (1) Upper case letters (A-Z);
 - (2) Lowercase letters (a-z);
 - (3) Arabic numerals (0 through 9); and
 - (4) Non-alphanumeric characters (punctuation symbols).

CONTRACTOR shall implement the following security controls on each workstation or portable computing device (e.g., laptop computer) containing confidential, personal, or sensitive data:

- 1) Network-based firewall and/or personal firewall;
- 2) Continuously updated anti-virus software; and
- 3) Patch management process including installation of all operating system/software vendor security patches.

CONTRACTOR shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, compact disks and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).

CONTRACTOR shall not transmit confidential, personal, or sensitive data via e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm. CONTRACTOR must apply appropriate sanctions against its employees who fail to comply with these safeguards. CONTRACTOR must adopt procedures for terminating access to PHI when employment of employee ends.

J. Mitigation of Harmful Effects

CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is suspected or known to CONTRACTOR of an unauthorized access, viewing, use, disclosure, or breach of PHI by

1 CONTRACTOR or its subcontractors in violation of the requirements of these provisions. CONTRACTOR
2 must document suspected or known harmful effects and the outcome.

3 K. CONTRACTOR' s Subcontractors

4 CONTRACTOR shall ensure that any of its contractors, including subcontractors, if applicable, to
5 whom CONTRACTOR provides PHI received from or created or received by CONTRACTOR on behalf of
6 COUNTY, agree to the same restrictions, safeguards, and conditions that apply to CONTRACTOR with
7 respect to such PHI and to incorporate, when applicable, the relevant provisions of these provisions into
8 each subcontract or sub-award to such agents or subcontractors.

9 L. Employee Training and Discipline

10 CONTRACTOR shall train and use reasonable measures to ensure compliance with the
11 requirements of these provisions by employees who assist in the performance of functions or activities on
12 behalf of COUNTY under this Agreement and use or disclose PHI and discipline such employees who
13 intentionally violate any provisions of these provisions, including termination of employment.

14 M. Termination for Cause

15 Upon COUNTY' s knowledge of a material breach of these provisions by CONTRACTOR,
16 COUNTY shall either:

- 17 1) Provide an opportunity for CONTRACTOR to cure the breach or end the
18 violation and terminate this Agreement if CONTRACTOR does not cure the
19 breach or end the violation within the time specified by COUNTY; or
- 20 2) Immediately terminate this Agreement if CONTRACTOR has breached a
21 material term of these provisions and cure is not possible.
- 22 3) If neither cure nor termination is feasible, the COUNTY's Privacy Officer
23 shall report the violation to the Secretary of the U.S. Department of Health
24 and Human Services.

25 N. Judicial or Administrative Proceedings

26 COUNTY may terminate this Agreement in accordance with the terms and conditions of this
27 Agreement as written hereinabove, if: (1) CONTRACTOR is found guilty in a criminal proceeding for a
28 violation of the HIP AA Privacy or Security Laws or the HITECH Act; or (2) a finding or stipulation that the

1 CONTRACTOR has violated a privacy or security standard or requirement of the HITECH Act, HIP AA or
2 other security or privacy laws in an administrative or civil proceeding in which the CONTRACTOR is a
3 party.

4 O. Effect of Termination

5 Upon termination or expiration of this Agreement for any reason, CONTRACTOR shall return or
6 destroy all PHI received from COUNTY (or created or received by CONTRACTOR on behalf of COUNTY)
7 that CONTRACTOR still maintains in any form, and shall retain no copies of such PHI. If return or
8 destruction of PHI is not feasible, it shall continue to extend the protections of these provisions to such
9 information, and limit further use of such PHI to those purposes that make the return or destruction of such
10 PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents, if
11 applicable, of CONTRACTOR. If CONTRACTOR destroys the PHI data, a certification of date and time of
12 destruction shall be provided to the COUNTY by CONTRACTOR.

13 P. Disclaimer

14 COUNTY makes no warranty or representation that compliance by CONTRACTOR with these
15 provisions, the HITECH Act, HIP AA or the HIP AA regulations will be adequate or satisfactory for
16 CONTRACTOR's own purposes or that any information in CONTRACTOR's possession or control, or
17 transmitted or received by CONTRACTOR, is or will be secure from unauthorized access, viewing, use,
18 disclosure, or breach. CONTRACTOR is solely responsible for all decisions made by CONTRACTOR
19 regarding the safeguarding of PHI.

20 Q. Amendment

21 The parties acknowledge that Federal and State laws relating to electronic data security and privacy
22 are rapidly evolving and that amendment of these provisions may be required to provide for procedures to
23 ensure compliance with such developments. The parties specifically agree to take such action as is
24 necessary to amend this agreement in order to implement the standards and requirements of HIP AA, the
25 HIP AA regulations, the HITECH Act and other applicable laws relating to the security or privacy of PHI.
26 COUNTY may terminate this Agreement upon thirty (30) days written notice in the event that
27 CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of
28

1 PHI that COUNTY in its sole discretion, deems sufficient to satisfy the standards and requirements of HIP
2 AA, the HIP AA regulations and the HITECH Act.

3 R. No Third-Party Beneficiaries

4 Nothing express or implied in the terms and conditions of these provisions is intended to confer, nor
5 shall anything herein confer, upon any person other than COUNTY or CONTRACTOR and their respective
6 successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

7 S. Interpretation

8 The terms and conditions in these provisions shall be interpreted as broadly as necessary to
9 implement and comply with HIP AA, the HIP AA regulations and applicable State laws. The parties agree
10 that any ambiguity in the terms and conditions of these provisions shall be resolved in favor of a meaning
11 that complies and is consistent with HIP AA and the HIP AA regulations.

12 T. Regulatory References

13 A reference in the terms and conditions of these provisions to a section in the HIPAA regulations
14 means the section as in effect or as amended.

15 U. Survival

16 The respective rights and obligations of CONTRACTOR as stated in this Section shall survive the
17 termination or expiration of this Agreement.

18 V. No Waiver of Obligations

19 No change, waiver or discharge of any liability or obligation hereunder on any one or more
20 occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit
21 enforcement of any obligation on any other occasion.

22 8. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
23 written consent of all the parties without, in any way, affecting the remainder.

24 9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
25 nor their rights or duties under this Agreement without the prior written consent of the other party.

26 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
27 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
28 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or

1 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
2 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
3 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
4 or corporation who may be injured or damaged by the performance, or failure to perform, of
5 CONTRACTOR, its officers, agents, or employees under this Agreement.

6 11. INSURANCE

7 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
8 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
9 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
10 Joint Powers Agreement (JPA) throughout the term of the Agreement:

11 A. Commercial General Liability

12 Commercial General Liability Insurance with limits of not less than Two Million Dollars
13 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
14 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
15 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
16 liability or any other liability insurance deemed necessary because of the nature of this contract.

17 B. Automobile Liability

18 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
19 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
20 used in connection with this Agreement.

21 C. Professional Liability

22 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
23 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
24 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

25 D. Worker's Compensation

26 A policy of Worker's Compensation insurance as may be required by the California Labor
27 Code.

28 E. Molestation

1 [Note to County Staff: Include this paragraph E. only for agreements relating to services to
2 vulnerable classes of persons (e.g., children, elderly).] Sexual abuse / molestation liability insurance with
3 limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars
4 (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

5 Additional Requirements Relating to Insurance

6 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
7 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
8 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
9 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
10 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
11 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
12 a minimum of thirty (30) days advance written notice given to COUNTY.

13 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
14 employees any amounts paid by the policy of worker's compensation insurance required by this
15 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
16 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
17 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

18 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
19 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
20 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will
21 administer this contract), stating that such insurance coverage have been obtained and are in full force; that
22 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
23 policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents
24 and employees, individually and collectively, as additional insured, but only insofar as the operations under
25 this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance
26 and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,
27 shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein;
28 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,

1 written notice given to COUNTY.

2 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
3 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
4 Agreement upon the occurrence of such event.

5 All policies shall be issued by admitted insurers licensed to do business in the State of California,
6 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
7 FSC VII or better.

8 12. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
9 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
10 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
11 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
12 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

13 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
14 the examination and audit of the Auditor General for a period of three (3) years after final payment under
15 contract (Government Code Section 8546.7).

16 13. NOTICES: The persons and their addresses having authority to give and receive notices
17 under this Agreement include the following:

18 COUNTY

19 COUNTY OF FRESNO

[click here to enter County Address]

[click here to enter County Address]

[click here to enter County City/State]

CONTRACTOR

[click here to enter Contractor]

[click here to enter Contractor Address]

[click here to enter Contractor Address]

[click here to enter Contractor City/State]

21 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
22 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
23 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
24 personal service is effective upon service to the recipient. A notice delivered by first-class United States
25 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
26 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
27 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
28 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by

1 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
2 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
3 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
4 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
5 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
6 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
7 beginning with section 810).

8 14. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
9 only be in Fresno County, California.

10 The rights and obligations of the parties and all interpretation and performance of this Agreement
11 shall be governed in all respects by the laws of the State of California.

12 15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

13 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
14 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
15 to operate as a corporation.

16 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
17 that they are a party to while CONTRACTOR is providing goods or performing services under this
18 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
19 and in which one or more of its directors has a material financial interest. Members of the Board of
20 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
21 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated herein by
22 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
23 immediately thereafter.

24 16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
25 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
26 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
27 understanding of any nature whatsoever unless expressly included in this Agreement. *If applicable, add*
28 *the following: In the event of any inconsistency in interpreting the documents which constitute this*

Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding Attachment "A", the COUNTY'S Request for Quotation/Proposal No. "[Enter RFQ/RFP No.]" and the CONTRACTOR'S Quote/Proposal in response thereto); (2) Attachment "A"; (3) the COUNTY'S Request for Quotation/Proposal No. "[Enter RFQ/RFP No.]" ; and (4) the CONTRACTOR'S quotation/proposal made in response to COUNTY'S Request for Quotation/Proposal No. "[Enter RFQ/RFP No.]"

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CONTRACTOR

COUNTY OF FRESNO

(Authorized Signature)

[Note: Insert Current Chairman's Name],
Chairman of the Board of Supervisors of
the County of Fresno

Print Name & Title

Mailing Address

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

FOR ACCOUNTING USE ONLY:

Fund:

1 Subclass:

2 ORG:

3 Account:

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SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit A

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

**County of Fresno, California 457(b) Deferred Compensation
Plan
ADMINISTRATIVE SERVICES AGREEMENT**

This Administrative Services Agreement ("Agreement") is effective the 24th day of January, 2015, by and between Nationwide Retirement Solutions, Inc., a Delaware corporation (hereinafter "Nationwide"), an affiliate and subsidiary of Nationwide Financial Services, Inc., and County of Fresno, California ("Plan Sponsor").

WHEREAS, Plan Sponsor, pursuant to and in compliance with the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), established and sponsors a Section 457 Plan (hereinafter the "Plan"); and

WHEREAS, the Plan Sponsor desires to have Nationwide perform the nondiscretionary recordkeeping and administrative services described in this Agreement (hereinafter referred to as "Administrative Services"); and

WHEREAS, Nationwide desires to provide such Administrative Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Nationwide and Plan Sponsor hereby enter into this Agreement and agree to abide by the terms and conditions set forth herein.

1. DESIGNATION

Plan Sponsor designates Nationwide as Plan Sponsor's non-discretionary provider of Administrative Services for the Plan in accordance with the terms of this Agreement.

2. APPOINTMENTS AND RESPONSIBILITIES

Plan Sponsor:

Plan Sponsor is responsible for maintaining the Plan and for maintaining the tax-qualified status of the Plan. Plan Sponsor represents and warrants that the Plan has been properly adopted and established in accordance with any applicable state or local laws or regulations governing the Plan Sponsor's ability to sponsor the Plan. Plan Sponsor warrants that the 457 Plan was established, and will be maintained by Plan Sponsor, in accordance with the provisions of Section 457 of the Code. Plan Sponsor further acknowledges and agrees the Plan Sponsor is an eligible employer as defined by Section 457 of the Code.

Plan Sponsor hereby appoints Nationwide to act as the Plan Sponsor's provider of Administrative Services for the Plan. Any duties or services not specifically described herein as being provided by Nationwide are the responsibility of the Plan Sponsor.

Nationwide:

Nationwide will serve Plan Sponsor, in a non-fiduciary capacity, as the provider of Administrative Services for the Plan Sponsor with respect to the Plan. Nationwide will not exercise any discretionary control or authority over the Plan or the assets of the Plan, and this Agreement does not require Nationwide to do so. Nationwide agrees to perform all Administrative Services for the Plan Sponsor with respect to the Plan as described in this

Agreement. This Agreement does not require, nor shall this Agreement be construed as requiring, Nationwide to provide investment, legal, or tax advice to the Plan Sponsor or to the participants of the Plan.

3. TERM

The initial contract period shall be for three (3) years and run from January 24, 2015 to January 24, 2018, unless sooner terminated as provided elsewhere in the Agreement. This Agreement shall automatically renew for an additional one (1) year period unless either party gives notice of non-renewal not less than ninety (90) days prior to the expiration of any one-year term. The maximum number of automatic one (1) year renewal periods under this Agreement is two (2).

4. COMPENSATION

A. The Plan Sponsor acknowledges that certain investments allocated to participant Plan accounts may generate revenue that is available for credit toward a service provider for administrative services (typically called "revenue sharing payments"). Nationwide agrees to credit all revenue sharing payments to participant accounts on a quarterly basis. The revenue sharing payments shall be credited to participant accounts on a pro-rata basis based on each participant's total assets held in all Plan investment options that generate revenue sharing payments.

B. As compensation for the services provided by Nationwide pursuant to this Agreement, Plan Sponsor and Nationwide agree that Nationwide shall be entitled to an annualized compensation requirement of 0.10% (10 basis points) ("Compensation Requirement"). If the Plan Sponsor elects to add the Nationwide Guaranteed Separate Account ("GSA") to the Plan's investment line-up and map the County of Fresno Stable Value Fund to the GSA, the annualized Compensation Requirement will be reduced to 0.09% (9 basis points). The Plan Sponsor must maintain the GSA in the Plan's investment line-up for a minimum of two (2) years to continue to receive the reduced annual compensation rate. The annualized Compensation Requirement will be collected from participant accounts on a monthly basis through an asset management charge.

Nationwide will provide the Plan Sponsor a quarterly report showing total participant account balances and the corresponding fee calculation within thirty (30) business days after the end of each quarter.

C. The Plan Sponsor directs Nationwide to assess and collect an additional asset management charge of 0.13% (13 basis points), excluding participant loan balances, to be remitted to and used by the Plan Sponsor for reasonable and necessary Plan related expenses. This additional asset management charge will be collected from participant accounts on a monthly basis. This Plan expense charge will be in addition to Nationwide's Compensation Requirement described in Section 4(B) above, and may be adjusted annually by the Plan Sponsor through the Fresno Deferred Compensation Management Council.

D. The Plan Sponsor has directed Nationwide to establish and maintain a separate account (the "Plan Expense Account") to receive the funds collected in Section 4(C) for Plan related expenses. The Plan Sponsor will select a single investment vehicle to be used for the Plan Expense Account, which cannot be an investment vehicle included in the participant investment option line-up. The Plan Sponsor will direct Nationwide, in

writing, to pay reasonable and necessary Plan expenses directly to a Plan service provider. When each invoice is submitted to Nationwide for payment, the Plan Sponsor shall certify in writing that the expenses represented by the invoice are reasonable and necessary Plan expenses. As the fiduciary of the Plan, the Plan Sponsor is responsible for making determinations with respect to the appropriateness of all expenses of the Plan and how the Plan Expense Account is managed. Nationwide does not accept this responsibility.

- E. The account balance, account transactions and investment experience of the Plan Expense Account will be reported to the Plan Sponsor no later than thirty (30) "Business Days" after the end of each calendar quarter. As used in this Agreement, the term "Business Day" means each Monday through Friday that the New York Stock Exchange is open for business.
- F. At the direction of Plan Sponsor, any balance in the Plan Expense Account that has not been applied to pay for reasonable and necessary Plan expenses can be allocated to participant accounts based on their total account balance on an annual basis to be mutually determined and agreed to by the parties.

The Plan Sponsor may request Nationwide and/or its affiliates to provide additional services not described in this Agreement by making such a request in writing, which Nationwide may decide to perform for compensation to be negotiated by the parties prior to the commencement of the additional services.

G. SEPARATE PARTICIPANT FEES

- 1. Loans - All participant loan fees are governed by Nationwide's Plan Loan Procedures document.
- 2. Self-Directed Brokerage Account (SDBA) (if elected by the Plan Sponsor) -The SDBA investment option is available for qualifying participants in the Plan. There is a non-refundable initial fee of \$50, which is deducted from the participant's account. Thereafter, a \$50 annual administrative fee will be deducted from the participant's account. In addition, Charles Schwab & Co. Inc. may assess transaction and other fees related to the SDBA.
- 3. Managed account (Nationwide ProAccount) services are expressly excluded from this Agreement. Managed account services are offered by an affiliate of Nationwide, Nationwide Investment Advisors, LLC ("NIA"), and the Plan Sponsor must execute a separate agreement with the affiliate. Only participants who choose managed account services are assessed fees. Such fees are authorized in a separate agreement between the participant and NIA, and are assessed pursuant to the terms and conditions of the services agreement.

4. The following table details other specific participant charges that may be charged (or are already included under Nationwide's Compensation Requirement):

Service Description	Fee
QDRO determination	Included
QDRO processing	Included
Termination distribution processing	Included
In-service withdrawal processing	Included
Hardship withdrawal and approval	Included
Required Minimum Distributions (identification, determination of amount, notification, processing)	Included
Expedited distributions and withdrawals (ACH or EFT)	Included
Participant requested wire transfer	\$25.00 per wire transfer
Participant investment exchanges and related confirmations	Included
Representative(s) available 192 days out of the year for communication and education campaign, including participant education	Included

5. INVESTMENT OPTIONS

Nationwide agrees to accept participant contributions to the Plan which shall be invested in the investment options selected for the Plan by the Plan Sponsor and agreed to by Nationwide.

Plan Sponsor agrees to accept the terms and conditions of the annuity contracts, mutual funds, and any other investment products selected for the Plan after being provided with a copy of the documentation describing or governing the investment products, including but not limited to: annuity contracts, contract endorsements, and mutual fund prospectuses.

Nationwide will apply the short term trading/market timing policy to participant investment exchange activity as outlined in Exhibit A.

6. ADMINISTRATION SERVICES

A. ELIGIBILITY DETERMINATION SERVICES

Nationwide agrees to calculate participant eligibility, as defined in the County of Fresno Deferred Compensation Plan document. Plan Sponsor agrees to provide Nationwide with a full Payroll Data Interchange ("PDI"), including an eligibility indicator. Nationwide is hereby instructed to reject the enrollment of any participant determined to be ineligible, and in such a case, Nationwide shall notify the participant that he or she should contact the Plan Sponsor if he or she wishes to appeal the eligibility determination.

B. ENROLLMENT AND COMMUNICATION/EDUCATION SERVICES

Nationwide agrees to establish an account for each Plan participant, beneficiary and alternate payee (for purposes of this Agreement only, hereinafter referred to as "participants"). For each such account, Nationwide will record and maintain the following information:

- (a) name;
- (b) Social Security number and/or identifying account number;
- (c) mailing address;
- (d) date of birth;
- (e) current investment allocation direction;
- (f) contributions allocated and invested;
- (g) investment transfers;
- (h) benefit payments;
- (i) current account balance;
- (j) transaction history since funding under the Agreement;
- (k) contributions since funding under the Agreement;
- (l) e-mail address (optional);
- (m) benefit tax withholding information; and
- (n) such other information as agreed upon by the Plan Sponsor and Nationwide;
- (o) beneficiary (as part of transition Nationwide will capture beneficiary information if provided electronically by the previous provider);
- (p) gender.

Nationwide will post and credit the amounts transmitted by the Plan Sponsor to the accounts of Plan participants in accordance with the latest written instructions from participants or the Plan Sponsor (as applicable) on file with Nationwide.

Nationwide agrees to process the enrollment of employees eligible to participate in the Plan as determined by Nationwide or by the Plan Sponsor. The Plan Sponsor agrees to allow and facilitate the periodic distribution of materials to Plan participants at the time and in the manner determined by the Plan Sponsor; provided however, that all reasonable expenses associated with such distribution shall be paid by Nationwide.

C. PLAN CONTRIBUTIONS

Nationwide agrees to post participant deferrals to the Plan no later than the business day following the day on which the deferrals and the contribution allocation report are received in good order by Nationwide. If funds and contribution detail are received in good order before the close of the New York Stock Exchange, Nationwide will post the funds on the same Business Day. The term "in good order," as used in this Agreement, means the receipt of required information in a form reasonably acceptable to Nationwide, with respect to the processing of a request or the completion of a task that reasonably requires information that Nationwide receives from a third party. Nationwide will not be liable for any delay in processing if the Plan Sponsor fails to send either the funds representing deferral amounts or the contribution allocation information in accordance with Nationwide's instructions to the central processing site designated by Nationwide.

As used in this Agreement, the term "Business Day" means each Monday through Friday that the New York Stock Exchange is open for business.

The Plan Sponsor agrees to:

1. Transmit Plan contributions to Nationwide.
2. Provide to Nationwide, in a mutually agreed upon electronic, paper, or magnetic media, contribution allocation information with respect to participant accounts to include not less than the following:
 - Name of participant
 - Social Security number and/or identifying account number of participant
 - Amount to be credited to participant's account(s)

Funds may be sent by wire transfer, through an automated clearinghouse or by check in accordance with written instructions provided by Nationwide. Failure to follow the written instructions provided by Nationwide may result in delay of posting to participant accounts.

The Plan Sponsor is responsible for providing updated information regarding Plan participants requested by Nationwide that the Plan Sponsor and Nationwide mutually agree is necessary for Nationwide to perform the Administrative Services to the Plan Sponsor under this Agreement.

D. SERVICES WITH RESPECT TO PARTICIPANT PLAN ACCOUNTS

1. Nationwide will provide a secure Internet site. Using this site, participants may: (i) obtain information regarding their accounts and (ii) conduct transactions with respect to their accounts. The Plan Sponsor authorizes Nationwide to honor instructions regarding such transactions that may be submitted by a participant using the secure Internet site. Nationwide will operate its Internet site in accordance with reasonable provisions to ensure the security of such service.
2. Provide participants the ability to exchange existing account balances from one investment option offered by the Plan to another at no additional cost (subject to the terms and conditions of the investment options and any policies implemented by Nationwide or the Plan Sponsor to deter harmful trading activity). Exchange requests received before the close of the New York Stock Exchange will receive that day's closing price, if received in good order.
3. Participants will receive quarterly statements detailing their account activity for the Plan.
4. Nationwide agrees to deliver account statements (by U.S. mail or electronically) to participants within twenty (20) business days after the end of each calendar quarter. This timeframe is contingent upon Nationwide receiving index fund returns from the mutual fund providers within four (4) Business Days after the end of each quarter.

E. DISTRIBUTIONS

1. Nationwide shall make all distributions as permitted by the Plan. Participants are responsible for selecting a form of payment from those available under the terms of the Plan and making all other determinations regarding available distributions options, e.g., rollover to an individual retirement annuity or another eligible retirement plan, etc.
2. Nationwide shall furnish each participant who has received a benefit payment tax reporting forms in the manner and time prescribed by federal and state law.
3. To the extent required by federal and state law, Nationwide will calculate and withhold from each benefit payment federal and state income taxes. Nationwide will report such withholding to the federal and state governments as required by applicable law.
4. Plan Sponsor hereby authorizes Nationwide to process participant distribution requests due to severance from service for any reason other than death or disability, without Plan Sponsor signature, that are received in good order and in a manner acceptable to Nationwide if Plan Sponsor provides Nationwide a full PDI file with participant termination dates and addresses electronically.

If Plan Sponsor does not provide Nationwide with the participant's termination date or other required information, Plan Sponsor instructs Nationwide to route the request to the Plan Sponsor for approval before processing the distribution.

5. Nationwide will provide notice and a distribution form to each participant attaining age 70½ or older in the current calendar year. The notice will inform the participant that required minimum distributions must begin no later than the April 1 of the calendar year following the later of age 70½ or retirement and of the dollar amount of the required minimum distribution.

F. ROLLOVERS

If the Plan accepts pre-tax rollovers from other eligible retirement plans, including Individual Retirement Accounts or Annuities ("IRAs"), beginning January 1, 2002 or thereafter, separate accounts will be maintained for rollovers from eligible Code section 457 plans and rollovers from other plans such as Code section 401(a), 401(k), and 403(b) plans and IRAs.

Plan Sponsor agrees that rollovers will be administered according to the procedures established by Nationwide. Amounts distributed from rollover accounts will be tax reported pursuant to federal and state law in effect on the date of the distribution.

G. QUALIFIED DOMESTIC RELATIONS ORDERS (QDROS)

If the Plan accepts Qualified Domestic Relations Orders (hereinafter "QDROs"), Plan Sponsor agrees to perform the analysis required to determine whether or not a domestic relations order received by the Plan satisfies the requirements to be deemed a QDRO. Nationwide agrees to process all Plan Sponsor approved QDROs submitted on or after the effective date of this Agreement in accordance with QDRO procedures approved by the Plan Sponsor. These QDRO procedures shall include a determination of the amount of the alternate payee's award. Nationwide will establish an alternate payee account or process a distribution pursuant to the terms of the QDRO, the Plan, and/or the Internal Revenue Code of 1986, as amended (hereinafter

the “Code”) requirements in effect on the date of the distribution, as long as a distribution request is received in good order and in a manner satisfactory to Nationwide. Plan Sponsor agrees that the determination of the amount due to the alternate payee will be based solely on the participant account records on Nationwide's recordkeeping system unless Nationwide is provided with the appropriate prior participant account information from a prior provider by either the participant or the Plan Sponsor.

H. UNFORESEEABLE EMERGENCIES

Plan Sponsor instructs Nationwide to process all Unforeseeable Emergency Requests received in good order, and in a manner satisfactory to Nationwide, due to an unforeseeable emergency resulting in a severe financial hardship to the participant or beneficiary that cannot be alleviated by any other means available to the participant. The unforeseeable emergency process will be based on administrative procedures that have been provided to and approved by the Plan Sponsor that align with the plan document and Internal Revenue Service regulatory guidelines.

7. **REGULATORY UPDATES**

Nationwide agrees to periodically make information available to the Plan Sponsor regarding federal legislative activity that Nationwide believes may affect the Plan. Such information, however, does not constitute legal or tax advice regarding any action that should be taken in regard to such information or the legal sufficiency of the Plan.

8. **REPORTING**

A. ANNUAL REPORTS

Nationwide agrees to provide the Plan Sponsor and its consultant with the following reports as part of its annual reporting package:

- Annual Financial Statement
- Investment Review
- Participant Service/Education Activity Report

B. FINANCIAL STATEMENT PACKAGE

Nationwide agrees to provide the Plan Sponsor with the following reports on a quarterly basis:

- Gauging Success Report
- Internal system reports for the Plan including:
 - Plan participant trial balances
 - Investment Performance report
 - Surrender, distribution, and loan reports
 - Participant benefit payout reports and support
 - Self-Directed Option activity reports
 - Fund valuation reports
 - Service level reports
 - Revenue reconciliation reports

9. LOCAL SERVICE COMMITMENT/PARTICIPANT EDUCATION

Nationwide agrees to provide the Plan Sponsor with the following on an annual basis:

- 200 service days
- 150 group workshops
- 2,500 participant one-on-ones

Upon request, Nationwide representatives will conduct prescheduled individual one-on-one sessions with participants utilizing a participant paycheck analysis, an asset allocation model and retirement counseling services. Plan Sponsor will grant the appropriate access to Nationwide representatives and coordinate any required scheduling for these services.

Compensation to Nationwide representative(s) providing participant investment education will not vary based upon investment options selected by the Participants in the Plan's investment line-up.

These services will be provided through a local service team and an Internal Retirement Specialist provided by Nationwide. In addition, Nationwide agrees to attend the following Plan Sponsor events:

- Deferred Compensation Management Council meetings as requested by Plan Sponsor
- Bi-weekly new employee orientations
- Annual benefit fair
- Monthly table hosting with the Fresno County Employees' Retirement Association
- Semi-annual pre-retirement seminar with the Fresno County Employees' Retirement Association
- Annual participant education planning session
- Other periodic events as needed, when mutually agreed to by the parties

Nationwide agrees to provide the Plan Sponsor with quarterly reporting of all participant education activity and an annual report measuring the results and effectiveness of the education initiatives provided by Nationwide.

Plan Sponsor authorizes Nationwide to contact participants at their home or business address to obtain information needed to perform the services set forth in this Agreement.

10. PARTICIPANT SERVICES

A. WEBSITE

Nationwide will create and maintain a custom website for and on behalf of the Plan Sponsor for the use of its participants. Participants may access the website via the internet at www.fresno457.com to review and make changes to their accounts. The website is the exclusive property of Nationwide.

Plan Sponsor reserves the right to retain the URL upon termination of the Agreement. Plan Sponsor acknowledges that it will retain the URL in name only and will not have any rights to the content on the website specifically created for the Plan Sponsor pursuant to this Agreement.

The website is available twenty-four (24) hours a day, except for routine maintenance of the system.

B. AUTOMATED VOICE RESPONSE SYSTEM

Nationwide will provide an interactive voice response (IVR) toll free telephone number, which shall be operative twenty-four (24) hours per day, seven (7) days per week (less normal maintenance time).

Participants shall be able to conduct routine plan transactions and obtain account balance information through the IVR. The Plan Sponsor authorizes Nationwide to honor participant instructions, which may be submitted by participants pursuant to their personal identification number (PIN) using the toll-free number, either through the IVR or a live representative.

C. CUSTOMER SERVICE

Nationwide's customer service representatives will be available toll-free from Nationwide's Home Office to answer participant questions and process applicable transactions between the hours of 5:00 a.m. Pacific Time and 8:00 p.m. Pacific Time each Business Day.

11. ANNUAL PLAN REVIEW

Nationwide agrees to meet annually with the Plan Sponsor to identify Plan participation goals and assist in the development of a participant education campaign. The annual plan will include, but not be limited to, the education seminars, onsite visits and employee benefit expositions described in Section 9. In addition to the participant education campaign components, key metrics will be identified so that the Plan Sponsor and Nationwide can measure effectiveness and adjust the plan where appropriate. Nationwide will review the education plan on a regular basis with the Plan Sponsor based on a schedule agreed to between the parties.

12. TERMINATION

Either the Plan Sponsor or Nationwide may terminate this Agreement for any reason upon providing ninety (90) days written notice to the other party. If termination is by the Plan Sponsor, the Plan Sponsor will provide a letter signed by an authorized representative of the Plan Sponsor stating their intent to terminate the contract and provide the termination date. Provision of such written notice of termination by Plan Sponsor to Nationwide does not relieve the Plan Sponsor of any termination requirements that may be associated with specific investment options. Plan Sponsor further acknowledges and agrees that the Plan is responsible for any investment product liquidation fees, if applicable, and that neither Nationwide nor any of its affiliates assumes liability for any such fees.

Upon the effective date of termination of this Agreement, whether due to the events described in this Section 12 or those in Section 13 of this Agreement, the following shall occur:

- A. Nationwide will no longer accept any additional deferrals to the Plan except by mutual agreement of the parties.
- B. On the effective date of termination pursuant to this Section, or as otherwise agreed upon by the parties, Nationwide will provide the Plan Sponsor, or such other entity as the Plan Sponsor may designate in writing, a copy of all records relating to services

rendered under this Agreement, including participant sub-accounts, in a format and media agreed upon by the parties.

- C. On the effective date of termination pursuant to this Section, or as otherwise agreed upon by the parties, Nationwide will transfer all Plan assets under its control to the Plan Sponsor or to such other entity as the Plan Sponsor may designate in writing. Nationwide agrees to provide a final accounting of all Plan assets for which Nationwide provides recordkeeping.

13. DEFAULT

In the event the Agreement is terminated for "Cause" (which shall mean the failure of either party to perform any or all of its obligations as defined herein), the non-defaulting party shall give the defaulting party written notice, specifying the particulars of the default. If such default is not cured within sixty (60) days from the date in which notice of default is given, the non-defaulting party may terminate the Agreement effective thirty (30) days after the end of the sixty (60) day period.

If Nationwide becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the Plan Sponsor may terminate the Agreement by providing Nationwide with thirty (30) days written notice of termination. If the Agreement is terminated pursuant to this paragraph, Nationwide will only be entitled to receive any payments due for services performed pursuant to this Agreement through the date of termination.

14. INSURANCE

Without limiting the Plan Sponsor's right to obtain indemnification from Nationwide or any third parties, Nationwide, at its sole expense, shall maintain in full force and effect, the following insurance policies throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). This policy shall be issued on a per occurrence basis.

Nationwide shall obtain an endorsement to its Commercial General Liability insurance policy naming the Plan Sponsor, its officers, agents, and employees, individually and collectively, as an additional insured under the policy, but only insofar as such insurance coverage relates to the transactions contemplated by this Agreement. The coverage afforded by the additional insured status shall apply as primary insurance and any other insurance, or self insurance, maintained by the Plan Sponsor, its officers, agents and employees shall only be applied over and above the Nationwide insurance policy coverage, but only insofar as such insurance coverage relates to the transactions contemplated by this Agreement.

B. Automobile Liability

Automobile Liability Insurance on an occurrence basis with a per occurrence limit of Five Million Dollars (\$5,000,000.00). Nationwide will also maintain an umbrella policy that would respond to any occurrence that exceeds the Five Million Dollars (\$5,000,000.00) underlying

Automobile Liability limit. Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If Nationwide employs licensed professional staff (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Nationwide agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Within thirty (30) days from the date Nationwide executes this Agreement, Nationwide shall provide certificates of insurance and additional insured status for the insurance policy coverage outlined above, as required herein, to the attention of Paul Nerland, Personnel Services, the County of Fresno, stating that such insurance coverages have been obtained and are in full force.

In the event Nationwide fails to keep in effect at all times insurance coverage as herein provided, the Plan Sponsor may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event. Nationwide will endeavor to provide the Plan Sponsor with a minimum thirty (30) days advance written notice if any of the required insurance policies are cancelled or changed.

All policies shall be obtained from admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

15. AUDITS AND RETENTION

Nationwide shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Nationwide shall make such records available to Plan Sponsor for inspection and reproduction upon Plan Sponsor's reasonable request and at Plan Sponsor's expense. Nationwide shall maintain records for examination and audit during the term of the contract and for a period of at least three (3) years following the Plan Sponsor's final payment under the contract.

16. PERFORMANCE GUARANTEES

Nationwide agrees to put \$50,000 at risk for service guarantees for each annual contract term. Nationwide and the Plan Sponsor shall establish performance criteria, reporting timeframes/methods, and amounts that are mutually agreeable to the parties. The performance guarantees will cover not only ongoing service, but also the timely and successful transition from Plan Sponsor's current Plan provider to Nationwide. Listed below are the administration

standards Nationwide agreed to in the Request For Proposal response dated the 17th day of March, 2014. Each “per annum” penalty is triggered upon the first incidence of failure to comply with the listed standard.

Activity	Quality Standard	(\$) At Risk
Transition/Blackout period	Nationwide agrees to a one (1) business day blackout for the County upon receipt of records and assets from the County’s previous provider given the cooperation of all parties involved including the previous provider and fund houses	\$20,000
Contribution reconciliation	Nationwide will reconcile contributions within three (3) business days from receipt of deposit	\$2,500 per annum
Contribution posting	Nationwide will post contributions within three (3) business days from receipt of deposit	\$2,500 per annum
Hardship withdrawals paid	Nationwide will process Hardship withdrawals within three (3) business days from receipt of request	\$2,500 per annum
Loans funded	Nationwide will fund loans within five (5) business days from receipt of request	\$2,500 per annum
Final distributions paid	Nationwide will process final distributions within five (5) business days from receipt of request	\$2,500 per annum
Investment fund transfers processed	Nationwide will process investment fund transfers the same day if received before the close of the NYSE	\$2,500 per annum
Rollovers into the plan processed and invested	Nationwide will process and invest rollovers into the Plan within five (5) business days from receipt of deposit	\$2,500 per annum
Participant statements mailed	Nationwide will mail statements to participants within twenty (20) calendar days after the end of each quarter	\$2,500 per annum
Average wait-time for call center	Nationwide agrees to an average wait time of forty (40) seconds	\$2,500 per annum
Participation	Nationwide agrees to increase participation by 25% over the contract term based on a comparison to participation data as of December 31, 2014	\$12,500 at end of contract term with extensions (calculated by putting \$2,500 at risk for each year of the contract term with extensions, although penalties are not assessed on an annual basis)

Enrollments	Nationwide agrees to increase enrollments by 25% over the contract term based on a comparison to participation data as of December 31, 2014	\$12,500 at end of contract term with extensions (calculated by putting \$2,500 at risk for each year of the contract term with extensions, although penalties are not assessed on an annual basis)
Deferral increases	Nationwide agrees to increase participant deferral amounts by 25% over the contract term based on a comparison to participation data as of December 31, 2014	\$12,500 at end of contract term with extensions (calculated by putting \$2,500 at risk for each year of the contract term with extensions, although penalties are not assessed on an annual basis)

Nationwide will monitor the service guarantee criteria and provide quarterly reports to the Plan Sponsor regarding same.

17. ASSIGNABILITY

No party to this Agreement shall assign the same without the express written consent of the other party, which consent shall not be unreasonably withheld. This provision shall not restrict Nationwide's right to delegate certain services to an agent, including any affiliate. Unless agreed to by the parties, no such assignment shall relieve any party to this Agreement of any duties or responsibilities herein.

18. CONFIDENTIALITY

Nationwide agrees to maintain all information obtained from or related to all Plan participants as confidential. The Plan Sponsor and Nationwide agree that Nationwide, its officers, employees, brokers, registered representatives, affiliates, vendors and professional advisors (such as attorneys, accountants and actuaries) may use and disclose Plan and participant information only to enable or assist it in the performance of its duties hereunder and with other Plan-related activities, and the Plan Sponsor expressly authorizes Nationwide to disclose Plan and participant information to its agents and/or broker of record on file with Nationwide. Plan and participant information may also be used or disclosed by Nationwide to other third parties pursuant to a written authorization signed by the Plan Sponsor. Notwithstanding anything to the contrary contained herein, it is expressly understood that Nationwide retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation which may arise in connection with this Agreement, the investment arrangement funding the Plan, or the Plan; provided, however, in no event will Nationwide release any information to any person or entity except as permitted by applicable law.

This Section 18 will survive the termination for any reason of this Agreement.

19. CIRCUMSTANCES EXCUSING PERFORMANCE

Neither party to this Agreement shall be in default by reason of failure to perform in accordance with its terms if such failure arises out of causes beyond their reasonable control and without fault or negligence on their part. Such causes may include, but are not limited to, Acts of God or public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine or restrictions, freight embargoes, and unusually severe weather.

Neither party shall be responsible for performing all or any portion of the services contemplated by this Agreement that are precluded by the foregoing events for such period of time as the Plan Sponsor or Nationwide are prevented from performing such services in the normal course of business. Neither Nationwide nor the Plan Sponsor shall be liable for lost profits, losses, damage or injury, including without limitation, special or consequential damages, resulting in whole or in part from the foregoing events.

“Acts of God” are defined as acts, events, happenings or occurrences due exclusively to natural causes and inevitable accident or disaster, exclusive from all human intervention.

20. INDEMNIFICATION

Nationwide and Plan Sponsor each agree to indemnify, defend and hold harmless the other, together with their respective officers, directors, agents, and employees, from and against any loss, damage or liability assessed against each other or incurred by each other arising out of or in connection with any claim, action, or suit brought or asserted against each other alleging or involving Nationwide’s or the Plan Sponsor’s non-performance of the provisions of this Agreement under Nationwide’s or the Plan Sponsor’s exclusive control, or negligence or willful misconduct in the performance of their respective services, duties and obligations under this Agreement.

21. PARTIES BOUND

This Agreement and the provisions thereof shall be binding upon and shall inure to the benefit of the successors and assigns of Nationwide and the Plan Sponsor. The Plan and Plan participants are not parties to this Agreement, and Nationwide has no contractual obligations to the Plan or Plan participants. This Agreement shall be enforceable only by the parties, not by Plan participants or other third-parties, and is intended to create no third party beneficiaries.

22. NOTIFICATION

All notices, requests, demands or other communications provided for or required by this Agreement (or any instrument or document delivered pursuant to this Agreement) will be in writing.

Notices to Nationwide will be addressed as follows:

Nationwide Retirement Solutions, Vice President of Sales
10 W. Nationwide Blvd, 5-02-207V
Columbus, OH 43215

Notices to Plan Sponsor will be addressed as follows:

Mr. Paul Nerland, Personnel Services Manager
County of Fresno, Personnel Services Department
2220 Tulare Street, 14th Floor
Fresno, CA 93721

23. APPLICABLE LAW AND VENUE

The laws of the state in which the Plan Sponsor is located shall govern the rights and obligations of the parties under this Agreement without regard to choice of law principles.

24. MODIFICATION

This writing is intended both as the final expression of the Agreement between the parties and as a complete statement of the terms of the Agreement. Notwithstanding anything contained herein to the contrary, this Agreement may be amended from time to time and as mutually agreed upon by the parties. Except as otherwise provided herein, no modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

25. NO WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of any other provision in this Agreement and either party may, at any time, enforce the provision previously unenforced, unless a modification to this Agreement has been executed that affects the provision previously unenforced.

26. SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction where performance is required shall be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions, and any such prohibition or unenforceable provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

27. LEGAL ADVICE

Nothing in this Agreement is intended to constitute legal or tax advice from Nationwide to the Plan Sponsor or any other party.

28. AUTHORIZED PERSONS

The Plan Sponsor will furnish a list to Nationwide (and from time to time whenever there are changes therein) of the individuals authorized to transmit instruction to Nationwide concerning the Plan and/or assets in the account, and written direction regarding the form of such instructions.

29. ENTIRE AGREEMENT

This document and any subsequent amendments thereto represent the entire agreement between the parties with respect to the subject matter of this Agreement. Nationwide may amend this

Agreement without the Plan Sponsor's approval or signature when such amendment is required in order to comply with changes to applicable law; Nationwide will provide Plan Sponsor with thirty (30) days written notice of such amendment prior to the date on which such amendment is to be effective. No other amendments shall be made to this Agreement except as mutually agreed to in writing and signed by the authorized agents of each party.

30. COMPLIANCE WITH LAWS

Both the Plan Sponsor and Nationwide agree to comply, in their respective roles under this Agreement, in all material respects with all applicable federal laws and regulations as they affect the Plan and the administration thereof. Nothing contained herein shall be construed to prohibit either party from performing any act or not performing any act as either may be required by statute, court decision, or other authority having jurisdiction thereof.

31. PRIVITY OF CONTRACT


The Plan Sponsor acknowledges and agrees that only Nationwide and the Plan Sponsor have the right to enforce any rights or obligations hereunder and that this Agreement does not confer any rights or impose any obligations on any third party.

32. HEADINGS

The headings of articles, paragraphs, and sections in this Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date first written above.

**NATIONWIDE RETIREMENT
SOLUTIONS, INC.**


(Authorized Signature)

Kevin G. O'BRIEN VP & CFO
Print Name & Title

NATIONWIDE RETIREMENT PLANS


10 W. Nationwide Blvd.

Columbus, Ohio 43215

Mailing Address

DATE: 11/6/14

COUNTY OF FRESNO


Andreas Borgeas
Chairman, Board of Supervisors

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

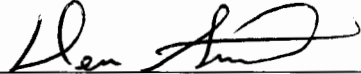
By 3 Bishop
Deputy

DATE: December 9, 2014

REVIEWED & RECOMMENDED FOR
APPROVAL


Beth Bandy
Director of Personnel Services

APPROVED AS TO LEGAL FORM


Daniel Cederborg
County Counsel

APPROVED AS TO ACCOUNTING FORM

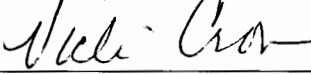

Vicki Crow
Auditor-Controller/Treasurer-Tax Collector

EXHIBIT A

Excessive Trading and Market Timing Policy

Any participant directed investment option exchange may be restricted if deemed necessary by the funding vehicle providers. If six or more trade events occur in one calendar quarter, Nationwide will notify the affected participant by U.S. Mail that the level of trading activity in his or her account has the characteristics of market timing. Subsequent to this notification, if eleven (11) trade events occur across two (2) consecutive calendar quarters, Nationwide requires all trade requests from the affected participant to be submitted in paper form via regular U.S. Mail for the remainder of the calendar year. Alternatively, if twenty (20) trade events requested by the same participant occur in a calendar year, Nationwide requires all additional trade requests from that participant to be submitted in paper form via regular U.S. Mail for the remainder of the calendar year. Fund houses reserve the right to limit participant trading according to their prospectus.

A 'trade event' is defined as any trade or combination of trades occurring on a given valuation day, including an asset rebalancing transaction. In addition, a trade event can include any or all funds available within a participant's account.

The policies and procedures identified above are Nationwide's general policy for deterring the harmful effects that frequent or short-term trading may have on all investors in a fund. Nationwide reserves the right to restrict trades made under any participant account for which it has been determined that it is necessary for the participant to remain limited to U.S. Mail requested trades, and may also be required to take other immediate actions as required by the fund house managers.



OPEN ENROLLMENT SATELLITE HEALTH FAIRS

Unable to attend Health Fest on October 16, 2018? No problem! These Satellite Health Fairs are provided to employees with access to the following locations:

OCTOBER 15

9:30-11:30AM

HERITAGE-
2ND FLR CONF RM
3151 N. Millbrook, Fresno

OCTOBER 17

8:00-9:30AM

DSS PONTIAC-
LIMITED ACCESS
200 W Pontiac Way, Fresno

10:30-12:00PM

ITSD PONTIAC-
LIMITED ACCESS
333 W. Pontiac Way, Clovis

2:00-4:00PM

AIR FRESNO-
MULTIPURPOSE RM
2719 N Air Fresno, Fresno

OCTOBER 18

2:00-4:00PM

SENIOR RESOURCE CENTER-
1ST FLR KAWEAH RM
2025 E. Dakota Ave, Fresno

OCTOBER 19

9:30-11:30AM

DSS SELMA-
NORTH CONF RM
3800 McCall Ave, Selma

2:00-4:00PM

DSS MAIN BUILDING-
3RD FLR CONF RM
4455 E. Kings Canyon,
Fresno

**Open Enrollment
Oct 15 - Nov 9**



Questions? Call Employee Benefits at 600-1810, or
send an email to HRbenefits@fresnocountyca.gov.



Nationwide®



SAVE TODAY! 2019

Save Today is back! Come and meet with a Nationwide Retirement Specialist, be entered to win a prize, and SAVE TODAY - your future self will thank you!*

Monday,

APRIL 8

- 8am - 12pm** Heritage DSS - 2nd Flr Conf Room
- 8am - 12pm** UMC DSS - 3rd Flr Conf Room
- 8am - 4pm** County Plaza Building - Lobby
- 12:30pm - 5pm** Air Fresno - Multipurpose Room
- 1pm - 5pm** Main Library - McCardle Room
- 1pm - 5pm** Sunnyside - Room B
- 4pm - 8pm** Main Jail

Tuesday,

APRIL 9

- 8am - 12pm** ISD Pontiac Building - Phoenix Room
- 8am - 11pm** FCERA Building - Conf Room
- 8am - 4pm** Hall of Records - Lobby
- 9am - 12pm** Kerman Regional Center - Breakroom
- 12pm - 5pm** DSS Pontiac - Training Room
- 1pm - 4pm** L Street CPS Building - Breakroom

Wednesday,

APRIL 10

- 8am - 12pm** Senior Resource Center - Kaweah Room
- 8am - 12pm** JJC Bldg. 703 - Detention Conf Room
- 1pm - 5pm** JJC Bldg. 704 - Commitment Conf Room
- 1pm - 5pm** DBH, Health & Wellness Center - Employee Entrance Waiting Area
- 1pm - 4pm** DSS Fulton St. - Room B

Thursday,

APRIL 11

- 8am - 12pm** Sheriff Admin Building - 2nd Flr Media Room
- 9am - 12pm** Selma - Conf Room
- 9am - 1pm** Coalinga - 2nd Flr Conf Room
- 12pm - 4pm** Crocker Building - 3rd Flr Conf Room
- 1pm - 4pm** Reedley - Sierra Room
- 4pm - 8pm** North Jail - Staff Dining Room

Friday,

APRIL 12

- 8am - 4pm** Hall of Records - Lobby
- 8am - 4pm** County Plaza Building - Lobby
- 4pm - 8pm** North Jail - Staff Dining Room

*Please note that some locations are not open to all County employees.

Sample of the current contribution file feed

Plan Name	Payer Code	IRS Code	Employee ID	Participant Name
Contribution Type	Type of Activity	Effective Pay Date	Prior Contribution Amount	New Contribution Amount
Employee Catch Up Amount	Loan Number	Loan Type	Repayment Date	Loan Repayment Amount
Comment	Date of Birth			

County of Fresno Lineup and Expenses

Ticker	Fund Name	Gross Exp Ratio	Revenue Share ¹	Net Expense Ratio ²
US Large Cap				
09257F792	BlackRock Equity Index - Collective M	0.02%	0.00%	0.02%
ASPZX	Alger Spectra Z	0.94%	0.00%	0.94%
CDDYX	Columbia Dividend Income Inst3	0.58%	0.00%	0.58%
US Mid Cap				
09257F305	BlackRock MidCap Idx - Collective M	0.03%	0.00%	0.03%
09257F842	BlackRock Russell 2000 Index Coll M	0.03%	0.00%	0.03%
RPTIX	T. Rowe Mid-Cap Growth I *	0.62%	0.00%	0.62%
US Small Cap				
NCLEX	Nicholas Limited Edition I	0.86%	0.00%	0.86%
JDSNX	Janus Henderson Small Cap Value N	0.81%	0.00%	0.81%
International - Developed				
06739Q560	BlackRock EAFE Equity Index Coll F	0.10%	0.00%	0.10%
IINCX	Ivy International Core Equity N	0.79%	0.00%	0.79%
International - Emerging				
ODVIX	Oppenheimer Developing Markets I	0.87%	0.00%	0.87%
Specialty				
FRIRX	Fidelity Advisor Real Estate Income I	0.75%	0.25%	0.50%
FUFRX	Franklin Utilities R6	0.50%	0.00%	0.50%
Fixed Income				
06739Q685	BlackRock US Debt Index Fund Coll W	0.04%	0.00%	0.04%
MWTSX	Metropolitan West Total Return Bd Plan *	0.37%	0.00%	0.37%
FBNRX	Templeton Global Bond R6	0.57%	0.00%	0.57%
fressv	Fresno County Stable Value	0.35%	0.00%	0.35%
Target Date				
391410305	Great-West Lifetime 2015 Trust	0.40%	0.00%	0.40%
391410602	Great-West Lifetime 2025 Trust	0.40%	0.00%	0.40%
391410883	Great-West Lifetime 2035 Trust	0.41%	0.00%	0.41%
391410859	Great-West Lifetime 2045 Trust	0.41%	0.00%	0.41%
391410826	Great-West Lifetime 2055 Trust	0.42%	0.00%	0.42%

* Fund will be added to the plan in June 2019.

¹ Revenue Share data is provided from Nationwide as of 12/31/2018

² Net Expense Ratio is calculated as the Gross Expense Ratio minus Revenue Share

NATIONWIDE RETIREMENT SOLUTIONS



REQUEST FOR PROPOSAL PAGE 1



COUNTY OF FRESNO



REQUEST FOR PROPOSAL

NUMBER: 19-071

DEFERRED COMPENSATION ADMINISTRATIVE, RECORDKEEPING AND PARTICIPANT EDUCATION SERVICES

Issue Date: April 26, 2019

Closing Date: JUNE 12, 2019 AT 2:00 P.M.

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact **Gary E. Cornuelle** at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFP.
Bid must be signed and dated by an authorized officer or employee.

Nationwide Retirement Solutions, Inc.

COMPANY

John Steggell, Managing Director

CONTACT PERSON

10 West Nationwide Blvd.

ADDRESS

Columbus

CITY

Ohio

43215

STATE

ZIP CODE

(310) 245-7436

TELEPHONE NUMBER

steggj2@nationwide.com

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

Keith D. Wild

PRINT NAME

VP & CFO, Retirement Plans

TITLE

ADDENDUM 1

PAGE 1



COUNTY OF FRESNO



ADDENDUM NUMBER: ONE (1)

RFP NUMBER: 19-071

DEFERRED COMPENSATION ADMINISTRATIVE, RECORDKEEPING AND PARTICIPANT EDUCATION SERVICES

Issue Date: May 22, 2019

Closing Date: June 12, 2019 at 2:00 PM

All Questions and Proposals must be electronically submitted to the Bid Page on Public Purchase.


For assistance, contact Gary E. Cornuelle at (559) 600-7110.

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR PROPOSAL NUMBER: 19-071 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR PROPOSAL.

- Questions and Answers
- Exhibit E – Sample of the Current Contribution File Feed
- Exhibit F – County of Fresno Lineup and Expenses

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFP 19-071

COMPANY NAME: Nationwide Retirement Solutions, Inc.
(PRINT)

SIGNATURE: 

NAME & TITLE: Keith D. Wild - VP & CFO, Retirement Plans
(PRINT)

Purchasing Use: GEC:st

ORG/Requisition: 89250200 / 8921900162

COVER LETTER



June 11, 2019

Gary E. Cornuelle
County of Fresno, Purchasing



Re: County of Fresno's Request for Proposal (19-071) for Deferred Compensation Administrative, recordkeeping and Participant Education Services

Dear Mr. Cornuelle:

Nationwide is pleased to submit our response to the County of Fresno's (the County) Request for Proposal (RFP) for Deferred Compensation Administrative, recordkeeping and Participant Education Services. We appreciate the opportunity to continue our partnership and to continue performing the services described in the RFP for the County's employees. Nationwide confirms that we meet and agree to all terms and conditions outlined in the RFP and the Scope of Work.

Nationwide is an American company that is focused on helping America's workers prepare for and live in retirement, and we have more than 46 years of dedicated service working with public sector plan sponsors and employees. With over 7,900 plans choosing Nationwide to provide administrative services, we are the leader in total governmental defined contribution plans served.

Our model is centered on breaking down and simplifying the most challenging retirement issues to help ensure your participants are ready for retirement. The attached response demonstrates our commitment to a partnership with you to provide a remarkable retirement plan experience for your employees.

Here are a few reasons why **Nationwide believes we continue to be the best choice for the County of Fresno's Deferred Compensation Plan:**

- **In-person and over-the-phone education** – Nationwide's model is centered on people and high-touch participant services. Our offer to the County includes a comprehensive education and enrollment plan to prepare your employees for retirement. The County's experienced local Retirement Specialist, Phillip Edwards, will continue to deploy a rotation schedule to visit all worksites during all shifts.
- **A Leader in Customer Service** – DALBAR, Inc. selected Nationwide as the winner of the Plan Participant Service Award from 2014 through 2017. "Nationwide has set themselves apart from their competitors by helping employees understand the benefits and importance of their retirement nest egg. This goes a long way to creating peace of mind and securing customer loyalty," – DALBAR.
- **Driving Participant Outcomes** – We will continue to partner with the County's staff to address what is most important to you including overall participation, enrollment and retirement readiness.

We appreciate this opportunity to continue assisting your employees in meeting their retirement objectives. We feel that our participant focus, technological capabilities, and value-added services make choosing Nationwide the clear choice. If awarded this contract, we will continue to work daily to prove it to you and your participants.

If you have questions, please contact John Steggell, Managing Director, at (310) 245-7436 or at steggj2@nationwide.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "K Wild", is positioned above the printed name of the signatory.

Keith Wild
VP & CFO, Nationwide Financial
Nationwide Retirement Solutions, Inc.

cc: John Steggell, Managing Director
John Chavez, Consultant Relationship Manager



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CONFLICT OF INTEREST STATEMENT



Conflict of Interest Statement

Nationwide does not perceive any potential conflict of interest due to individual or organization activities that occur within the County and related to the services provided to the County as described in this RFP.

Furthermore, Nationwide confirms that we currently, and will continue to, comply with all federal, state and local conflict of interest laws, statutes and regulations.

TRADE SECRETS



TRADE SECRET ACKNOWLEDGEMENT

Each proposal submitted is public record under the California Public Records Act (Cal. Gov. Code, secs. 6250 and following) and is therefore open to inspection by the public as required by Section 6253 of the California Government Code. This section generally states that "every person has a right to inspect any public record". The County will not exclude any proposal or portion of a proposal from treatment as a public record except information that it is properly submitted as a "trade secret" (defined below), and determined by the County to be a "trade secret" (if not otherwise subject to disclosure, as stated below). Information submitted as "proprietary", "confidential" or under any other terms that might state or suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are not treated as a public record under that section. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Such information must be submitted in a separate PDF file named "Trade Secret" and marked as "Confidential" in the Public Purchase system. Bidders must include a clear and concise statement that sets out the reasons for confidentiality in accordance with the foregoing definition of "trade secret." Examples of information not considered trade secrets are pricing, cover letter, promotional materials, references, and the like.

Information submitted by a bidder as "trade secret" will be reviewed by County of Fresno's Purchasing Division, with the assistance of the County's legal counsel, to determine conformance or non-conformance to the foregoing definition.

Information that is properly identified as "trade secret" and which the County determines to conform to the definition will not become public record (if not otherwise subject to disclosure, as stated below). The County will safeguard this information in an appropriate manner, provided however, in the event of a request, demand, or legal action by any person or entity seeking access to the "trade secret" information, the County will inform the bidder of such request, demand, or legal action, and the bidder shall defend, indemnify, and hold harmless the County, including its officers and employees, against any and all claims, liabilities, damages, or costs or expenses, including attorney's fees and costs, relating to such request, demand or legal action, seeking access to the "trade secret" information.

Information submitted by bidder as trade secret and determined by the County not to be in conformance with the foregoing California Government Code definition shall be excluded from the proposal and deleted by the County.

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if (1) they are not electronically submitted in a separate PDF that is marked "Trade Secret" and marked as Confidential in the Public Purchase system; or (2) disclosure thereof is required or allowed under the law or by order of court.

Bidders are advised that the County does not wish to receive trade secrets and that bidders are not to supply trade secrets unless they are absolutely necessary.

I have read and understand, and agree to the above "Trade Secret Acknowledgement."


BIDDER MUST CHECK ONE OF THE FOLLOWING:

Has bidder submitted certain bid information that is a "trade secret," as defined by Section 6254.7 of the California Government Code, and in compliance with the requirements of this Trade Secrets Acknowledgement?

By marking "NO", bidder does not claim any confidentiality of any bid information submitted to the County.

☐ YES ☒ NO

ACKNOWLEDGED AND AGREED BY BIDDER:

 _____ Signature	June 3, 2019 _____ Date
Keith D. Wild _____ Print Name	VP & CFO, Retirement Plans _____ Title

CERTIFICATION - DISCLOSURE - CRIMINAL HISTORY & CIVIL ACTIONS



DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

1. Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - a. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - b. violation of a federal or state antitrust statute;
 - c. embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - d. false statements or receipt of stolen property
2. Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: 

Date: June 3, 2019

Keith D. Wild - VP & CFO, Retirement Plans
(Printed Name & Title)

Nationwide Retirement Solution, Inc.
(Name of Agency or Company)

REFERENCES



REFERENCE LIST

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: Nationwide Retirement Solutions, Inc.

Provide a list of at least five (5) customers for whom you have recently provided similar services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: County of Fresno Contact: David Joseph, Sr. Human Resources Analyst
 Address: 2220 Tulare Street, 14th Floor
 City: Fresno State: CA Zip: 93721
 Phone No.: (559) 600-1810 Project Date: 2015
 Service Provided: 457 Recordkeeping and Administrative Services

Reference Name: Sonoma County Contact: Jonathan Kadlec, Asst. Auditor-Controller-Treasurer
 Address: 585 Fiscal Drive, Room 100F
 City: Santa Rosa State: CA Zip: 95403
 Phone No.: (707) 565-6124 Project Date: 2000
 Service Provided: 457 and 401(a) Recordkeeping and Administrative Services

Reference Name: City of Sacramento Contact: Samantha Wallace, HR Manager
 Address: 915 I Street, HCH, Plaza Level
 City: Sacramento State: CA Zip: 95814
 Phone No.: (916) 808-7657 Project Date: 2016
 Service Provided: 457, 401(a) and 3121 Recordkeeping and Administrative Services

Reference Name: Marin County Contact: Roy Given, Finance Director
 Address: 3501 Civic Center Drive, Room 202
 City: San Rafael State: CA Zip: 94903
 Phone No.: (415) 473-3736 Project Date: 1994
 Service Provided: 457 and 3121 Recordkeeping and Administrative Service

Reference Name: Orange County Fire Authority Contact: Karen Angers, Payroll Manager
 Address: 1 Fire Authority Road
 City: Irvine State: CA Zip: 92602
 Phone No.: (714) 573-6349 Project Date: 1995
 Service Provided: 457, 401(a) and 3121 Recordkeeping and Administrative Services

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION



PARTICIPATION

The County of Fresno is a member of the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

*** Note: This form/information is not rated or ranked for evaluation purposes.**

☒ Yes, we will extend contract terms and conditions to all qualified agencies within the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter and other tax supported agencies.**

☐ No, we will not extend contract terms to any agency other than the County of Fresno.



(Authorized Signature)

VP & CFO, Retirement Plans

Title

**Nationwide agrees to offer other members of the Central Valley Purchasing Group a comparable offer as proposed to the County of Fresno, adjusted for the demographics of the member's deferred compensation plan, assuming comparable products and services are utilized.

EXCEPTIONS



Exceptions

1. Section 4.B Breach of Contract – Nationwide requests that this entire section be deleted and replaced with the following:

In the event the Agreement is terminated for "Cause" (which shall mean the failure of either party to perform any or all of its obligations as defined herein), the non-defaulting party shall give the defaulting party written notice specifying the particulars of the default. If such default is not cured within sixty (60) days from the date in which notice of default is given, the non-defaulting party may terminate the Agreement effective thirty (30) days after the end of the sixty (60) day period.

2. Section 4.C Without Cause – Nationwide requests that this entire section be deleted and replaced with the following:

Either the Plan Sponsor or Nationwide may terminate this Agreement for any reason upon providing ninety (90) days written notice to the other party. If termination is by the Plan Sponsor, the Plan Sponsor will provide a letter signed by an authorized representative of the Plan Sponsor stating their intent to terminate the Agreement and provide the termination date. Provision of such written notice of termination by Plan Sponsor to Nationwide does not relieve the Plan Sponsor of any termination requirements that may be associated with specific investment options, nor does it relieve Plan Sponsor of any termination requirements associated with those investment options. Plan Sponsor further acknowledges and agrees that the Plan is responsible for any investment product liquidation fees, if applicable, and that neither Nationwide nor any of its affiliates assumes liability for any such fees.

Upon the effective date of termination of this Agreement, whether due to the events described in this section or those in the "Breach of Contract" section above, the following shall occur:

- A. *Nationwide will no longer accept any additional deferrals to the Plan except by mutual agreement of the parties.*
 - B. *On the effective date of termination pursuant to this Section, or as otherwise agreed upon by the parties, Nationwide will provide Plan Sponsor, or such other entity as the Plan Sponsor may designate in writing, a copy of all records relating to services rendered under this Agreement, including participant sub-accounts, in a format and media agreed upon by the parties.*
 - C. *On the effective date of termination pursuant to this Section, or as otherwise agreed upon by the parties, Nationwide will transfer all Plan assets under its control to the Plan Sponsor or to such other entity as the Plan Sponsor may designate in writing. Nationwide agrees to provide a final accounting of all Plan assets for which Nationwide provides recordkeeping.*
3. Section 5 Compensation/Invoicing – Nationwide requests that the following sentence be deleted entirely from the Agreement as it is not applicable to retirement plan services:

Contractor shall submit monthly invoices in triplicate to the County of Fresno.
 4. Section 7 Health Insurance Portability and Accountability Act - Nationwide requests that the entire section 7 be deleted from the Agreement as it is not applicable to retirement plan services.
 5. Section 10 Hold Harmless - Nationwide requests that Section 10 be deleted entirely from the Agreement and replaced with the following:

Nationwide and Plan Sponsor each agree to indemnify, defend, and hold harmless the other, together with their respective officers, directors, agents and employees, from and against any loss, damage or liability assessed against each other or incurred by each other arising out of or in connection with any claim, action, or suit brought or asserted against each other alleging or involving Nationwide's or the Plan Sponsor's non-performance of the provisions of this Agreement under Nationwide's or the Plan

Sponsor's exclusive control, or negligence or willful misconduct in the performance of their respective services, duties and obligations under this Agreement.

6. Section 13 Notices - Nationwide requests that Section 13 be deleted entirely from the Agreement and replaced with the following:

All notices, requests, demands or other communications provided for or required by the Agreement (or any instrument or document delivered pursuant to this Agreement) will be in writing.

Notices to Nationwide will be addressed as follows: (Insert Nationwide Address)

Notices to Plan Sponsor will be addressed as follows: (Insert Plan Sponsor Address)

QUESTIONNAIRE



A. Your Organization

Structure / Affiliates

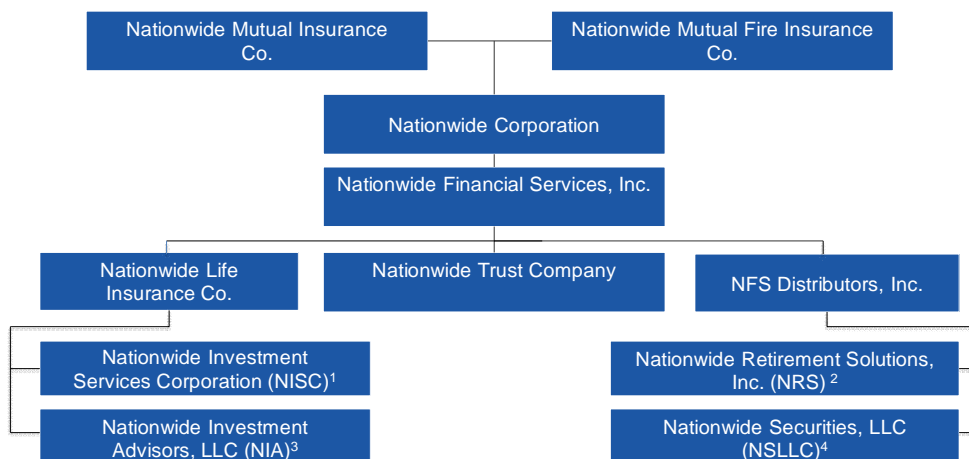
A1. Provide a simple chart showing the structure of your organization, including where and how the retirement plan business fits within your company model.

Nationwide Retirement Solutions, Inc., the legal entity providing recordkeeping, third-party administrative and communication / education services described in this RFP, is a Delaware corporation and is wholly owned by NFS Distributors, Inc., which is in turn wholly owned by Nationwide Financial Services, Inc., a holding company for long-term savings operations and financial services. Nationwide Financial is wholly owned by Nationwide Corporation, which in turn is jointly owned by Nationwide Mutual Insurance Company and Nationwide Mutual Fire Insurance Company.



Nationwide®
is on your side

Nationwide Organization Illustration



¹ Wholesale Broker Dealer for NRS Representatives

² NRS Provides third-party administration, recordkeeping and education

³ Investment adviser registered with the Securities and Exchange Commission (SEC) and offers Nationwide ProAccount®, a managed account program

⁴ Retail Broker Dealer supporting Participant Solutions Center sales and service

A2. Describe any significant changes to structure or leadership, specifically within the retirement plan business, in the past three years, or any anticipated changes in the foreseeable future.

In April 2019, Steve Rasmussen, CEO, announced his retirement following 45 years of service with Nationwide. Kirt Walker, President and COO of Nationwide Financial has been chosen by our Board of Directors to replace Steve Rasmussen once he steps down in October. As part of a deliberate and thoughtful succession planning process, our Board of Directors is currently conducting a search for Mr. Walker's replacement.

Internal Policies / Insurance / Litigation / Fiduciary Services

A3. Provide summaries of insurance coverages your firm maintains. Include occurrence/per claim and aggregate limits for each policy of insurance. Provide explanatory memoranda regarding coverages, endorsements, policy language, and self-insured or deductible retentions to the extent necessary to help the County understand your firm's insurance program. Your Proposal should provide details on the following aspects of your insurance program:

- a. Professional liability
- b. Workers' compensation (applicable coverage per state statutes)
- c. Commercial general liability
- d. Automobile Liability

	Insurance Carrier	Coverage and Limits
Professional Liability	Steadfast Insurance and Zurich on first \$10 M	\$50 million coverage and \$10 million per claim limit
Workers' Compensation	Arch Insurance Company	Statutory Limit
Commercial General Liability	Arch Insurance Company	\$5 million per occurrence
Automobile Liability	Retention Alternatives, LTD	\$5 million combined single limit

A4. Disclose any current and pending litigation, sanctions or administrative actions against your firm, including any affiliate companies, in the past five years.

Nationwide is currently involved in lawsuits common to the industry, which stem from routine business practices associated with administering employee benefit plans. These suits have not had an impact on our ability to service any of our plans nor does Nationwide foresee them having an impact on our ability to service your plan. Any specific information related to pending litigation affecting Nationwide may be furnished upon request.

A5. What is your company's privacy policy regarding sharing client or account information?

Nationwide's privacy policy only allows us to share participant information with business partners or outside vendors if it is necessary to administer or service the Plan. We will only share the minimum required information.

Please refer to the **Optional Services & Enhancements** section of our response for a copy of our Privacy Policy.

A6. Describe your company's indemnification policy for cyber and fraud events.

Nationwide will indemnify and hold harmless the Plan from judgments that include a finding of negligence or breach of contract arising out of participant education activities provided by Nationwide that are not in compliance with applicable law. The following indemnification language is included in Nationwide's standard Administrative Services Agreement:

Nationwide agrees to indemnify, defend and hold harmless the Plan Sponsor, its officers, directors, agents, and employees from and against any loss, damage or liability assessed against the Plan Sponsor or incurred by the Plan Sponsor arising out of or in connection with any claim, action, or suit brought or asserted against the Plan Sponsor alleging or involving Nationwide's non-performance of the provisions of this Agreement under Nationwide's exclusive control, or negligence or willful misconduct in the performance of its services, duties and obligations under this Agreement.

Additionally, Nationwide has a Cyber Security Policy through Freedom Specialty Insurance Company with a \$10,000,000 limit.

A7. Describe in detail the fiduciary responsibility your firm assumes as a service provider.

Nationwide serves our clients as a nondiscretionary provider of bundled third-party administrative and record keeping services and does not exercise any discretionary control or authority over clients, the Plans, or Plan assets. We agree to perform all services for our clients as a professional in defined contribution/deferred compensation administration and agree to hold ourselves out as possessing greater knowledge and skill than the average person with respect to client third-party administrator services. As a nondiscretionary provider, we are not a plan fiduciary, but will adhere to the prudent person standard of care.

A8. Describe any exceptions your firm has with the Model County Contract in Exhibit A (if applicable) and confirm that your firm is able to use the Model County Contract as the service agreement with the County of Fresno.

Please refer to the **Exceptions** document included with our response for exceptions taken with the Model County Contract.

Client Base / Relevant Experience

The County requires that responding vendors have at least seven years of experience administration public sector 457(b) plans. Vendors are required to have a minimum of 10 public sector clients and \$5 billion in public sector 457(b) assets. Additionally, vendors must have at least five public sector clients that each have assets greater than \$250 million.

A9. Please complete the following table:

Plan Assets	Number of Plans	Number of 401(k) Plans	Number of 457(b) Plans	Number of 403(b) Plans	Number of Other Plans
Under \$50MM	27,207	17,438	7,169	1,051	1,549
\$50MM - \$150MM	101	20	68	5	8
\$150MM - \$500MM	36	1	30	1	4
\$500MM - \$1B	8	0	6	0	2
Over \$1B	18	5	12	0	1

A10. If you segment the marketplace differently for services and staffing capabilities, please describe your firm's segmentation methodology and provide details on how services and staffing differ.

Nationwide segments the marketplace geographically and based on client needs.

A11. Describe the types of plans that comprise "other plans" as identified in A8, if applicable.

"Other plans" listed in A9 above are comprised of 401(a), IRA and Post Employment Health Plans.

A12. How many clients have you won or acquired (and continue to maintain) in the past three years?

Nationwide has won or acquired 390 457(b) clients in the past three years.

A13. Complete the following table listing the number of Plans that have terminated services with your firm in the past three years. Indicate which plans left due to merger or plan termination.

Plan Assets	Number of Plans	Number of 401(k) Plans	Number of 457(b) Plans	Number of 403(b) Plans	Number of Other Plans
Under \$50MM	6,399	5,862	202	201	134
\$50MM- \$150MM	18	6	10	1	1
\$150MM- \$500MM	2	1	1	0	0
\$500MM-\$1B	1	0	1	0	0
Over \$1B	0	0	0	0	0

Nationwide does not currently track “mergers” or the specific reasons for Plan terminations.

Staff / Employee Training / Compensation Assigned Service Team / References

A14. Populate the information regarding the proposed service team in the following table:

	Relationship Manager	Education Specialist	Compliance Specialist	Dedicated Account Manager
Name	John Steggell	Phillip Edwards	Nathan Schroeder	Jacob Sours
Location	Los Angeles, CA	Fresno, CA	Columbus, OH	Sacramento, CA
Years of industry experience	24 years	16 years	7 years	9 years
Tenure with firm and tenure in this position	2	4 years with Nationwide, all in current position	7 years with Nationwide, 4 years in current position	8 years with Nationwide, 1 year in current position
Current number of relationships	15	1	20	12
Maximum number of relationships	15	1	20	15
Degrees, certifications, professional designations and/or licenses	Bachelor's degree in Business Administration from the University of Southern California. Holds FINRA Series 6, 63 and 65 licenses as well as ChFC and CRPS designations	Bachelor's degree in Business Administration from the University of Florida double majoring in Finance and in Management. Holds FINRA Series 6, 63 and 65 licenses as well as CRC and CRPC designations	FINRA Series 6	FINRA Series 6, 63 and 65 licenses as well as CRC, ChFC and CFP designations
Hours of availability to client	8 a.m. to 5 p.m. PT Monday - Friday	As needed	6:30 a.m. to 3 p.m. PT Monday - Friday	As needed

If the table above does not fully capture the service team that would be assigned to the County, please provide additional information and roles of all team members, including names and titles.

A15. Provide references for the proposed team.

Reference Name	County of Fresno, CA
Contact	David Joseph, Sr. Human Resources Analyst
Address	2220 Tulare Street, 14 th Floor Fresno CA 93721
Phone	(559) 600-1810
Service Inception Date	2015
Services Provided	457 Recordkeeping and Administrative Services

Reference Name	Sonoma County, CA
Contact	Jonathan Kadlec, Asst. Auditor-Controller-Treasurer-Tax Collector
Address	585 Fiscal Drive, Room 100F Santa Rosa, CA 95403
Phone	(707) 565-6124
Service Inception Date	2000
Services Provided	457 and 401(a) Recordkeeping and Administrative Services

Reference Name	City of Sacramento, CA
Contact	Samantha Wallace, Human Resources Manager
Address	915 I Street, HCH, Plaza Level Sacramento, CA 95814
Phone	(916) 808-7657
Service Inception Date	2016
Services Provided	457, 401(a) and 3121 Recordkeeping and Administrative Services

Reference Name	Marin County, CA
Contact	Roy Given, Finance Director
Address	3501 Civic Center Drive, Room 202 San Rafael, CA 94903
Phone	(415) 473-3736
Service Inception Date	1994
Services Provided	457 and 3121 Recordkeeping and Administrative Services

Reference Name	Orange County Fire Authority, CA
Contact	Karen Angers, Payroll Manager
Address	1 Fire Authority Road Irvine, CA 92602
Phone	(714) 573-6349
Service Inception Date	1995
Services Provided	457, 401(a) and 3121 Recordkeeping and Administrative Services

A16. Would any of the on-site team members be bilingual?

No.

a. Would participants have access to bilingual employees via the call center? Yes/No

Yes. We subscribe to the AT&T language line which provides access to translators for a wide variety of languages. Our VRS is also available in Spanish.

b. Would members of the onsite conversion team be bilingual? Yes/No

No.

A17. What credentials, certifications and licensing will field representatives have?

Specifically, will the County's field representatives hold CFP or CFA designations?

Nationwide recruits and hires Retirement Specialists and Program Directors that have industry experience and the ability to communicate in both one-on-one and group presentation settings. All Retirement Specialists are required to complete the following licensing and training requirements prior to working with our public-sector plans:

- State Life and Health licenses
- FINRA Series 6 and 63 registrations
- Investment Adviser Representative registration (Series 65)
- Managers must have FINRA Series 26 Registered Principal registration for supervisory responsibilities
- Requiring Program Directors to earn the Worldwide Association of Business Coaches (WABC) accreditation, a leading global authority on business coaching
- Requiring all Retirement Specialists to earn the Certified Retirement Counselor designation from InFRE®, recently listed as a top retirement credential by Wall Street Journal.

The County's Retirement Specialist does not hold CFP or CFA designations.

A18. Representatives that have contact with participants will not be permitted to cross-sell other services such as insurance, IRAs, annuities, brokerage services, etc. How will your process ensure this restriction is in place?

Nationwide and its representatives will not engage in cross-selling of products and services that are unrelated to the County's Plan. Regular performance reviews will help ensure that this restriction is adhered to. Retirement Specialists do not receive a commission or any form of incentive compensation based on individual participant investment option elections, or other products that are unrelated to the plan.

Retirement Specialists are compensated by a combination of a base salary and incentive compensation, roughly a 75%/25% split, to educate participants on the features and benefits of the plan, plan services and the underlying investment options that the Plan Sponsor has selected. The incentive compensation may be tied to individuals' goals related to servicing the plan, such as enrollments, education workshops, and retention of plan assets. In certain circumstances, the Retirement Specialists may receive incentive compensation based on some categories of rollovers into the plan, (excluding rollovers from ERISA covered plans or IRAs) and on the design of the plan. In addition, if the Plan Sponsor chooses to offer ProAccount, Retirement Specialists receive incentive compensation based on participant assets under management in ProAccount.

A19. How is the performance of each plan team member evaluated?

The following reports and tools will be used to measure the effectiveness of the County's education and communication plan:

- All education activities are documented in our client management database and reports can be generated by location. We maintain client relationship/worksites contacts to ensure proper worksite rotation, department and shift coverage.
- Activity reports are rolled up weekly for the local team and will be reported quarterly. We will also provide the actual results and measurement in progress toward goals established in partnership with you in the reports.
- Ongoing "ride-alongs" are conducted with the Retirement Specialists to observe, coach and train on best practices. All field management has been professionally trained in business coaching and certified through the World Association of Business Coaching.

All Retirement Specialists have performance management objectives on which they are measured and rated. The performance management conversation is held through monthly one-on-one feedback sessions, mid-year reviews and annual reviews. These performance reports become a permanent file of each associates Human Resource file.

a. How does their performance impact compensation?

Retirement Specialists are compensated by a combination of a base salary and performance compensation, roughly a 75% base / 25% performance split, to educate participants on the features and benefits of the plan, plan services and the underlying investment options that the Plan selects. The incentive compensation may be tied to individual goals related to servicing the plan, such as enrollments, education workshops, and retention of plan assets. In certain circumstances, the Retirement Specialists may receive incentive compensation based on some categories of rollovers into the plan.

In addition, if the Plan chooses to offer ProAccount, Retirement Specialists receive incentive compensation based on participant assets under management in ProAccount.

b. What criteria is used for the evaluation?

This is the County's Plan, and we will work as partners to determine your strategic goals and identify the key goals and the performance metrics we will use to manage Plan objectives. Within our clients, we have created several methods to measure and manage successful outcomes, such as:

- All education activities are documented in our client management database. Reports can be generated by location, department. We maintain client relationship/worksites contacts to ensure proper worksite rotation, department and shift coverage around the County.
- Activity reports are rolled up weekly for the local team and walk in offices and will be reported to the County. We will also provide the actual results and measurement in progress toward goals established in partnership with the County in your monthly report and Committee reports.
- Ongoing ride-alongs are conducted with the Retirement Specialists to observe, coach and train on best practices. All field management has been professionally trained in business coaching and certified through the World Association of Business Coaching.
- All associates have a performance management objectives in which they are measured and rated. The performance management conversation is held through monthly one-on-one feedback sessions/ride-alongs, mid-year reviews and annual reviews. These performance reports become a permanent file of each associates Human Resource file.

c. Does the plan sponsor have any input in the process?

We welcome your feedback on your current service team members and participation in the selection of future on-site representatives. Nationwide maintains the ultimate right to choose the representative in consideration of the County's feedback.

B. Recordkeeping, Administration and Education Services

Plan Sponsor Education / Training

- B1. Do you provide fiduciary training and committee best practice education to plan sponsors? (Yes/No) If so, provide details including the frequency of training and education that would**

be offered.

Yes. Our Plan Sponsor website allows our clients to access a wide range of information, including fiduciary education modules. These online modules educate plan fiduciaries about the duties and obligations that may apply to them. Modules cover the following topics:

- History of fiduciary roles
- Roles that can be considered fiduciaries
- Basic fiduciary duties
- Fulfilling fiduciary duties
- Consequences of fiduciary breach

Additionally, your Managing Director, John Steggell, will continue to bring industry best practices and resources regarding fiduciary responsibilities. We will continue to work with you to determine when on-site visits will be devoted to such training.

B2. Describe website or report generation training available to County staff.

John Steggell, Managing Director, will continue to serve as the Plan Sponsor's single point of contact and will be your expert partner responsible for strategic consulting and oversight of your Plan. John shares best practices in plan design and operational efficiencies that result in measurable participant outcomes. He organizes and leads quarterly Plan Review meetings which address Plan updates and initiatives, compliance, operations and participant education.

Jacob Sours, Program Director, provides direct supervision over the County's Retirement Specialist, Phillip Edwards, and drives the strategy, developed in partnership with the County, of all education and outreach services. Jacob Sours is the County staff's single point of contact for these services and will continue to work with you to define strategic goals for the Plan and implement the strategy to achieve the desired outcomes.

Mr. Steggell and Mr. Sours are available to attend regular Committee meetings.

By the end of 2019, we anticipate introducing an online dashboard for the County, and all of our clients, that aggregates and summarizes the individual participant readiness reports into an online dashboard to track and improve retirement readiness and outcomes at the Plan level. This solution also provides plan-level statistics and insights regarding participation, asset allocation, performance, and retirement readiness.

Quarterly reports track users' activities on the website based on pages visited and transactions completed. Tracked activities include:

- | | |
|---------------------------|--------------------------------|
| • Account balance inquiry | • View tax documents |
| • Transaction history | • Address change |
| • Fund performance | • Phone number change |
| • Historical balance | • Allocation completed |
| • Beneficiary view | • Beneficiary change completed |
| • Exchange completed | • Password reset |

Plan Sponsor Reporting / Notifications / Other Communications

B3. The County would like to adhere to ERISA "best practices". Describe how annual and ongoing participant communications and disclosures are handled (e.g. fund, provision, and fee changes). List provided notices and disclosures, include who is responsible for fulfillment, along with any additional fees that apply.

Fees are disclosed to plan participants on quarterly statements. Nationwide also offers Plan Sponsors the option of providing participant level fee disclosures modeled after the requirements of ERISA Regulation 404(a)(5) on the website. We anticipate providing additional disclosures modeled upon the remaining aspects of the 404(a)(5) disclosures for our public sector clients in 2019.

Although governmental plans are not subject to ERISA fee disclosure requirements, Nationwide provides plan sponsor level fee disclosures modeled after the requirements of ERISA 408(b)(2) via our Plan Sponsor website.

There is no additional cost for the disclosures.

B4. Do you provide 408(b)(2) compliant fee disclosure reports to your governmental clients? Yes/No If no, what fee disclosures do you provide?

Yes. Although governmental plans are not subject to ERISA fee disclosure requirements, Nationwide provides plan sponsor level fee disclosures modeled after the requirements of ERISA 408(b)(2) via our Plan Sponsor website. Plan Sponsors are able to view all fees associated with their retirement plan from these four categories: Gross Expense Ratios, Mutual Fund Service Fee Payment information, Redemption Fees, and Recordkeeping fees. A fee explanation guide is available to assist in understanding what is included in the fees associated with your Plan. Options to print and view historical Plan Sponsor Fee Disclosures are available as well.

Please refer to the **Plan Sponsor Communication** section of our response for a sample Fee Disclosure Summary.

B5. Describe the quarterly and annual demographic reports and notifications available to plan sponsors. Can a sponsor set up certain reports to be pushed to them? (Yes/No) If yes, list the reports available.

Standard Reporting

The following comprehensive reports are issued at the end of each applicable reporting period:

- **Plan Health Dashboard** – The new Plan Health Dashboard, scheduled to be implemented in 2019, will enhance the current Plan Sponsor website by summarizing all Plan-level information and retirement readiness statistics. Immediately upon logging into the Plan Sponsor website, the County will have access to the following information:
 - see their Plan balance and how the Plan is performing, including enrollment, contribution, investment and retirement readiness plan data
 - drill down into additional Plan-level details and compare to benchmarks and peer groups
 - summarize specific actions Plan Sponsors can take to improve plan performance
 - generate and print ad hoc reports
- **Employer Statement of Account** – This report is produced in conjunction with participant statements and provides a summary of participant activity that transpired during the reporting period.

Online Ad-Hoc Reporting

This reporting feature gives the County the ability to independently obtain participant or financial data that's pertinent to your needs. All reports can be filtered by IRS money type, date, and participant age range. After gathering the information, you can then save the report to your "report inbox" to view it again at a future date. The reports include:

- **Plan Assets Report** – details asset holdings and total number of participants invested within each investment option.
- **Participant Census Data Report** – details basic information about the Plan Participants, including: demographics and basic account information. The report offers customizable options to add or omit data by clicking the “customize table” link within the report.
- **Plan Contributions Report** – details information relating to contributions submitted on behalf of Plan participants.
- **Loan Activity Report** – provides Plan level loan activity and information about active and defaulted outstanding loans.
- **Rollover/Transfers Report** – provides data relating to transfers and rollover activity in and out of the Plan.
- **Participant Distributions Report** – provides data on distributions that have been taken by participants.
- **Enrollment Detail Report** – provides enrollment activity for participants within the Plan for a selected date range. Plan Sponsors may choose to view results for single or multiple IRS codes and for specific channels and may also choose to display Tax IDs in a redacted view.
- **Participant Details Report** – a customizable report provides detailed information at a participant level including demographic, account and census information. The following outputs are available:
 - Account Holder Name
 - Employment Status
 - SSN
 - Contribution Status
 - Latest Contribution Amount
 - Latest Contribution Date
 - Entry Date
 - Salary Reduction Amount or Percentage
 - Ownership Percentage
 - Auto Enroll Entry Status
 - Employee Type
 - Date of Birth
 - Gender
 - Address
 - Participant Setup Date
 - Hire Date
 - Entry Date Type
 - Roth Reduction Amount or Percentage
 - Relationship to Owner
 - Refund Deadline
 - Email Address
 - Account Number
 - Account Balance
 - Initial Contribution Date
 - Service Termination Date
 - Date of Rehire
 - Date of Death
 - Officer
 - Related to Owner SSN
 - Auto Enroll Entry Date
 - Auto Increase Date

Specialty Reports

The following reports are available through the County's Relationship Consultant, Nathan Schroeder, upon request:

- Enrollment reports
- Managed Accounts reports
- Money Source reports (i.e. Roth)
- Participants Voice Response System (VRS) Usage reports
- Participants Web Usage reports
- Any other report requested by the County

If desired, we are willing to work with the County to determine which reports need to be pushed.

B6. How do you report key plan metrics and plan financial information to the plan sponsor?

In addition to our standard reports described below, Nationwide will continue to provide the County of Fresno with customized quarterly Board Reports.

- **Plan Health Dashboard** – The new Plan Health Dashboard, scheduled to be implemented in 2019, will enhance the current Plan Sponsor website by summarizing all Plan-level information and retirement readiness statistics. Immediately upon logging into the Plan Sponsor website, the County will have access to the following information:
 - see their Plan balance and how the Plan is performing, including enrollment, contribution, investment and retirement readiness plan data
 - drill down into additional Plan-level details and compare to benchmarks and peer groups
 - summarize specific actions Plan Sponsors can take to improve plan performance
 - generate and print ad hoc reports
- **Employer Statement of Account** – This report is produced in conjunction with participant statements and provides a summary of participant activity that transpired during the reporting period.

a. Is this information routinely distributed to the plan sponsor or do they have to submit a request via the sponsor website?

Plan Sponsor Quarterly Statements and the Gauging Success reports are available on the Plan Sponsor website routinely while additional, customizable reports are available on the Plan Sponsor website via request including:

- Plan Assets Report
- Participant Census Data Report
- Plan Contributions Report
- Loan Activity Report
- Rollover/Transfers Report
- Participant Distributions Report

b. At what frequency is this information is provided?

Plan reporting frequency varies. Plan level statements are available with 15 business days of the end of the quarter. The County has access to customizable on-demand reporting online with minimal waiting time. Ad hoc reporting requested through your Relationship Consultant, Nathan Schroeder, is available with 1 to 5 days based upon the complexity of the specialized request. Ad hoc reporting is available for any data stored within our recordkeeping system.

Plan Sponsor Website

B7. Provide demo access to your plan sponsor website in the chart below:

Website Address	User Name	Password
www.nrsforu.com/plansponsor	NRSrfpDemo	\$Password7

B8. Describe the key features of your plan sponsor website.

Plan Sponsor Website

Nationwide's Plan Sponsor website is built with responsive technology to deliver a consistent experience for Plan Sponsors across any device (computer, tablet or phone). The home page serves as the central hub that allows for simple navigation and easy access to plan information and tools. There are three primary pages:

- **Strategic Partnership** — shares why Nationwide is a strategic partner and the resources we provide to help Plan Sponsors
- **Plan Performance** — delivers insights about the industry, fiduciary responsibilities and educational modules, Public Sector specific market commentary, 457(b) product information as well as other Plan Sponsor content
- **Participant Outcomes** — highlights the tools and educational programs we provide to participants to help them prepare for and live in retirement

In addition to these features, we make it easy for Plan Sponsors to login to their Plan Sponsor website or begin a conversation with a Nationwide representative.

Plan Sponsor Functionality

Our plan sponsor website allows our clients to access a wide range of information including:

- Daily valuation of participant assets
- Current asset allocation of participant assets
- Employer Statement of Account
- Month-end Financial Activity Confirmation Report
- Investment performance information
- Gauging Success Quarterly Report to evaluate the plan's performance against its peer group
- Market news
- Monthly legislative and regulatory reports and alerts
- Plan provisions
- Complimentary Fiduciary Training modules.
- Online reports
- Plan specific information

Plan sponsors also have immediate accessibility to real-time plan information. We recently enhanced our web-based reports to meet the evolving needs of plan sponsors. Several of the tools and resources utilized on our participant website help us shape future functionality on the plan sponsor site and vice versa.

The Plan Sponsor website is fully mobile-responsive and can be access through any mobile device, without requiring an app. We believe our mobile-enhanced website provides the best experience for governmental employees and independent industry experts agree. For the past four years (2015-2018), DALBAR, Inc. ranked www.nrsforu.com the #1 mobile website out of 46 financial service company websites. DALBAR's Mobile InSIGHT analyzes and recognizes companies that create a meaningful user experience designed for mobile consumption. This ranking was based on the website's "design, security, ease of use, personalization and customization, interactivity, navigation, and behavior centric features" –Thinkadvisor.com. Through our website, participants will

have a consolidated view of their 457(b), 401(a), 401(k), 403(b) and Health Savings Plan accounts, providing an easier retirement planning opportunity.

Plan Administration / Document / Other Services

B9. Does your recordkeeping platform monitor participant annual contribution limits? (Yes/No) If so, and an issue is detected, how is the sponsor notified?

Yes. If the County provides paydate information, Nationwide will monitor maximum deferral limits for our Plan Sponsors through our automated Excess Contribution Management feature. This monitoring includes an allowance for those participants who elect the “catch-up” provision and those age 50 and above. We monitor contribution limits by reviewing the contribution levels of participants to ensure they are not on pace to exceed those limits. We then transmit a code to the County with the payroll deduction update file that tells the County which limit is applicable to each participant. When a participant has met the annual IRS maximum contribution, the payroll contribution report is updated to reduce their contributions to zero for the remainder of the year.

B10. Does the system identify participants eligible for catch-up contributions? (Yes/No) If so, and an issue is detected, how is the sponsor notified?

Yes. Our Participant Engagement Program actively reaches out to participants as their demographics change, like approaching age 50 catch-up. Additionally, our Retirement Specialists actively provide education on all catch-up contribution opportunities to eligible participants. If an issue is detected, Nationwide will notify the County electronically and provide a summary as necessary.

B11. Describe how the system handles participants utilizing the “special catch-up” contribution deferrals, including monitoring limits and eligibility.

If the County provides paydate information, Nationwide will monitor maximum deferral limits for our plan sponsors through our automated Excess Contribution Management feature. This monitoring includes an allowance for those participants who elect the “catch-up” provision and those age 50 and above. We monitor contribution limits by reviewing the contribution levels of participants to ensure they are not on pace to exceed those limits. We then transmit a code to the County with the payroll deduction update file that tells the County which limit is applicable to each participant. When a participant has met the annual IRS maximum contribution, the payroll contribution report is updated to reduce their contributions to zero for the remainder of the year.

Nationwide monitors maximum deferral limits for our plan sponsors through our automated Excess Contribution Management feature. Our monitoring includes Hard Stop and Prevention capabilities to help participants avoid tax penalties for contributions withheld in excess of the IRS limits.

The Hard Stop capability automatically refunds the portion of a contribution that causes an account balance to exceed the IRS limit back to the participant.

After a participant has a Hard Stop, we then move the participant into the Prevention phase, which modifies the plan sponsor payroll invoice to reflect that the participant has met the IRS maximum contribution. The participant's future contribution for the remainder of the tax year will then be reduced to zero.

At the start of the next tax year, we will restore the participant's last elected contribution amount and update the plan sponsor invoice.

B12. The County currently uses, and intends to continue using, a plan document provided by outside counsel.

d. Confirm you can service the plan with an outside document provider.

Confirmed.

e. What limitations, if any, does this impose?

If the County elects to use a Plan Document provided by an outside counsel, Nationwide will not be involved in the maintenance of that document. If the County uses Nationwide's Prototype Plan Documents, we will keep the Plan Documents up to date with current laws and regulations.

f. How does your firm ensure that an employer's plan meets all regulatory requirements, including participant disclosures and plan document operational compliance?

Nationwide administers each Plan in accordance with current federal law and the Plan Document. Documented procedures are in place to ensure that the Plan is administered appropriately, including:

- Quarterly plan reporting
- Administrative performance guarantees
- Internal and third-party audits

As the regulatory and legal landscape of the public sector defined contribution market evolves, Nationwide has the capabilities to ensure ongoing compliance for recordkeeping and administrative services.

B13. Do you provide plan design technical support to assist the County when looking at plan design changes?

Yes. While Nationwide and its support team do not provide legal or tax advice to plan sponsors we do provide consultative services related to:

- Plan design
- Administrative processes
- Service agreements

B14. What legal resources are available to your firm to obtain legal opinions or interpretations of regulations and plan compliance issues?

Nationwide has a team of professionals, our Government Relations Team, located in Washington DC, focused on Federal legislation, and professionals throughout the country focused on city and state level legislation to ensure we maintain expertise and remain involved in all changes impacting the financial services industry. In addition, John Carter, our President, sits on the Board of Trustees for the Employee Benefit Research Institute and the Executive Board for the Insured Retirement Institute. Mr. Carter's involvement in both institutes ensures Nationwide stays connected with all industry level retirement strategies.

Additionally, Nationwide is supported by a team of 15 attorneys and three paralegals, eight compliance staff and retirement plan professionals. Nationwide monitors legislative and regulatory changes that may affect our products and services. Should a change be needed, we will work with plan sponsors to implement changes with a focus on minimal impact to participants.

While Nationwide and its support team do not provide legal or tax advice to plan sponsors or

participants, we provide a number of beneficial services to help keep our clients informed about matters that may impact their plans. These services include:

- Legislative updates
- Regulatory updates
- Plan sponsor educational seminars
- Plan sponsor fiduciary education tools
- Consultative services related to:
 - Plan design
 - Administrative processes
 - Services Agreements
 - Webinars
 - Alternative plan designs

B15. What support do you provide for plan audits, as well as regulatory audits? Include any additional costs that may apply.

Nationwide will support the County and your auditor during the Plan audit process, as needed, by providing all necessary reports and information from our recordkeeping system at no additional cost.

B16. Do you provide additional professional services (e.g. plan design)? (Yes/No) If so, please list services and indicate if the services are included in your bid, or are they charged separately.

Yes. Nationwide is dedicated to public sector employers and provides a simple, all-inclusive plan for administrative services to the County that makes administering the plan easier for the County's staff. Our administrative services include:

- Payroll automation - Included
- Payroll processing - Included
- Verification reports - Included
- Administration and Plan Sponsor reports - Included
- Participant statements - Included
- Participant transaction confirmations - Included
- Unforeseeable Emergency Withdrawal review and processing - Included
- Domestic Relations Orders review and processing - Included
- Loan administration - Included
- Brokerage accounts – Additional participant level fees may apply
- Managed accounts – Additional participant level fees may apply
- Voice Response System - Included
- Participant website - Included
- Plan Sponsor website - Included
- Account valuation & adjustments - Included
- Plan Document updates, when utilizing Nationwide's Plan Document - Included
- Loan program reviews - Included
- Quantitative Investment Menu Reports, if desired by the Plan and its consultant - Included
- Plan Sponsor fiduciary training - Included
- Marketing collateral - Included
- Legislative and regulatory updates - Included

Participant Education

- B17. Based on the County's objectives outlined in the Ongoing Participant Experience (page 7), provide a 12-month (first year) participant education and communication calendar. Provide a detailed summary of the participant education initiatives your firm would seek to accomplish. Be sure to create a separate calendar for any transition education and communications. Please include samples of materials, their frequency, topics, timing and locations. At minimum, the calendar should address the following:**

Financial wellness is a program or set of programs designed to improve employees' financial behavior and outcomes. At Nationwide, we deliver Financial Wellness in 3 ways: Tools, Education and High Touch Service model. We have an industry-leading, comprehensive approach to delivering increased retirement readiness for participants. We engage with your participants when and how they want to engage with us by providing proactive communications, personal interactions and an award winning digital experience.

TOOLS: We simplify the toughest challenges participants face in retirement

Immediately upon logging in, Participants can get their main questions answered: How am I doing? How do I get on track for retirement? Participants can see their account balance and then immediately have access to their retirement outlook with personalized, actionable next steps.

- **My Interactive Retirement Planner and Retirement Readiness Report**

My Interactive Retirement Planner allows Participants to take an in-depth look at their retirement savings and can take as little as 10 minutes from start to finish. We help Participants by estimating their Social Security benefits and allowing them to personalize the experience by adding assets outside of the Plan as well as spousal information.

Using the My Interactive Retirement Planner, Participants have the ability to:

- See how ready they are for retirement now
- Model different contribution and retirement spending scenarios
- Identify how changes now may impact their retirement in the future

The Interactive Retirement Planner calculates how much Participants may need to reach their goal and allows them to model different investment savings and retirement scenarios. Participants can save their data online and have it reflected in their account overview. Participants can also generate a Retirement Readiness Report to have a conversation with their Retirement Specialist or advisor to explore savings solutions to help them meet their goals. This information can then be used to have a conversation with their Financial Advisor to explore savings solutions to help them meet their goals.

According to our data, almost 90% of Participants who begin the process of using the tool finish that process.

Participants who used the Interactive Retirement Planner between mid-2016 and end of 2017 had:

- Three times the call-in rate
- Four times the contribution increase rate
- Three times the roll-in rate

- **My Healthcare Estimator®**

My Healthcare Estimator is an industry leading tool that helps Participants estimate what their health care costs in retirement may be by answering a few basic questions. It also helps them understand how the cost of healthcare fits into their overall retirement budget. This personalized, monthly estimate helps motivate Participants to save more today to ensure a

secure tomorrow.

- **Future value calculator**
The future value illustrates how Member retirement investments could grow and demonstrates the importance of investing tax-deferred dollars.
- **Paycheck impact calculator**
This tool helps Participants understand how increasing contributions to their sponsored plan can have tax advantages.
- **College funding calculator**
Participants receive help in determine how much is needed for college expenses and how much is needed to set aside each year in preparation with this tool.

EDUCATION: Engage participants with topics, including:

- **Financial literacy** – Nationwide has developed a series of 19 new education workshops that can be accessed through our website or presented by Retirement Specialists during seminars or one-on-one consultations. Each presentation will have an accompanying one-page marketing piece that is customized with your Retirement Specialists' contact information and a high-level overview of the topic.
- **The Retirement Institute** - The Retirement Institute focuses on the pressing issues facing pre-retirees (all employees) and retirees as they plan for and live in retirement. They have focused on the cost of health care in retirement and Social Security and the impact these have on positive Member outcomes. Nationwide Retirement Institute is available for Plan Sponsor meetings and larger Member education meetings.

HIGH TOUCH: We offer an enhanced high-touch service model unique to the industry

- **Virtual and in-person education** – Nationwide's model is centered on people and high-touch participant services. Nationwide's comprehensive education and enrollment program prepare your employees for retirement. We will work with you to create a schedule to reach you and your participants when and where it's most convenient.
- **Participant Engagement Program** – Drive participant outcomes with data-driven, targeted messaging. Our engaging approach has been able to produce a 24% increase in conversations between participants and their retirement contact, and an 18% increase in the number of participants who increase their contributions (over a one-year span). Both are excellent indicators of improved retirement readiness for employees.
- **Retirement Resource GroupSM** - Nationwide's Retirement Resource Group is a team of phone-based, licensed professionals ready to help educate. They can help participants with financial goals. We also have local representatives ready and willing to meet with your participants for enrollment, re-enrollment and education planning.

Future State of Financial Wellness:

Recognizing the significance of total financial health and its relation to retirement readiness, participants will be able to generate a personalized financial wellness path, with proactive and targeted messages, support, and rewards integrated to keep them engaged and learning throughout life. This initiative will take into consideration their current financial situation, concerns, confidence with certain financial topics, and financial goals within various areas to create their personalized path. Tracking will be included so each time participants interact they can engage with their next best learning opportunities and take action.

We understand our Plan Sponsors and participants have full calendars, and retirement planning needs to be flexible to fit into tight schedules. Plan Sponsors and participants will soon enjoy enhanced communications for an on-the-go world, bringing the ease of mobile communications to retirement planning. Auto-escalation features will increase this flexibility and reduce the burden on Plan Sponsors to ensure their participants are saving for retirement properly.

Participants have been given access to a wide variety of easy to use calculators and other tools allowing them to easily estimate income needs in retirement, including health care expense, and

evaluate all sources of income to make sure they are on track to meet goals. If they are falling short of their objectives, our comprehensive service approach, leveraging both technological tools in partnership with our local service teams, will provide them with the assistance necessary to make informed decisions.

Our goal as your expert partner is to provide a readily-available financial wellness, including a retirement planning, experience so participants will start planning for tomorrow, today. Our financial wellness experience continues to evolve, as Nationwide is currently planning for the next phase. Future financial wellness services/tools under consideration:

- Setting and monitoring variety of financial goals (savings, paying down debt, etc.)
- Personalized step-by-step plan
- Budgeting
- Paying down debt
- Establishing an emergency fund
- Income scenario planner

A significant advantage of retaining Nationwide as your exclusive Deferred Compensation Provider is that a transition will not be required, and your participants will not experience a disruption of service. Additionally, transition related education and communication is not needed.

a. Onsite group sessions.

Our education and communication program segments your employees into groups to deliver relevant educational information to them. Retirees receive information prompting them to make decisions that will allow them to maintain their assets in order to support their retirement income needs.

- **In person**
Local Retirement Specialists regularly offer on-site, group education seminars as well as one-on-one consultations and retirement analyses. Local Retirement Specialists can provide retirees customized benefit payment illustrations based on their personal accounts, estimate withholdings and provide a snapshot of a specific payment plan.
- **Over the phone**
The Retirement Resource Group supports the efforts of our local Retirement Specialists. They are available, toll-free, to provide participant and retiree education on all aspects of the County's Plan. They offer additional support on key retirement questions and concerns including, but not limited to, Retirement Income Analysis, Social Security, health care costs, and holistic household needs.
- **Digital**
Retirees have access to the same website capabilities as active employees and those nearing retirement. There is a dedicated learning center library on the website that offers articles, videos, tools and calculators specific to the participants in every phase of retirement planning, including retirees. They also have access to the My Interactive Retirement Planner, an online tool that aggregates their overall plan and personal assets and projects that into a monthly income amount throughout retirement. Based on the report provided by the My Interactive Retirement Planner, participants can make adjustments to their savings or withdraw strategies and consult with a Local Retirement Specialist or the Retirement Resource Group with any questions or concerns.

Our local service team is available to the County and your participants on a quarterly basis to conduct group workshops and one-on-one consultations or upon request. We execute a schedule that pinpoints the County's locations that our local service team visits across all shifts

and schedules. Our experience indicates that this service model and the education provided by the Retirement Resource Group meets the needs of the County, but we are happy to discuss additional visits if the County would like to increase availability.

b. Individual consultations.

To maximize the result of NRS' service and education program, we strongly encourage all participants to meet at least once per year with the County's Retirement Specialist, Phillip Edwards. During these meetings, Philip is available to provide a one-on-one consultation tailored to your employees. He will visit quarterly, and additionally as needed, to ensure participants have the opportunity to meet with him. All of our Retirement Specialists are equipped with laptop computers, wireless internet and printers to help assist in their educational duties. Laptop software capabilities provide access to information, assistance, transaction capability and account documentation to employees.

c. Financial planning.

Nationwide offers your participants retirement planning and analysis services, including investment allocation education, through a licensed Personal Retirement Counselor, <<PRC>>, at no additional cost. The Personal Retirement Counselor provides a detailed analysis of each participant's holistic financial situation, allowing them an opportunity to better understand their preparedness for a successful retirement.

He will develop relationships with participants, understand their needs, and provide tools and education to enable smarter investment decisions. In partnership with each participant, the Personal Retirement Counselors will:

- Aggregate all retirement savings sources including pensions, supplemental savings, personal savings, and Social Security benefits
- Assess retirement financial needs and priorities of the participant's goals
- Understand the participant's investment history and experience
- Identify optional solutions based on the participant's personal risk tolerance, time horizon and future asset needs
- Provide a personalized Financial Needs Analysis

Additionally, Personal Retirement Counselors have access to other products focused on protection, income, and investments to support the diverse financial needs of participants.

Retirement planning and analysis services are included as a component of our offer. As an option, The Plan Sponsor can elect to make additional financial products available to their participants; if participants elect to purchase any product outside of the Plan Sponsor's Plans, additional product fees may apply.

Please refer to the **Important Disclosures** section at the end of the questionnaire response for more information.

d. Mailings.

We provide a complete communication program for the County and its employees. Special mailings are distributed when changes in the program are significant and warrant such attention. We currently distribute the following participant communications for the County:

- Welcome Letter – acknowledges the new participant's account status and provides important account start-up information
- Participant Statements – published quarterly and issued within 15 business days following

- the end of the reporting period
- Fund Change Letter – mailed to participants whenever there is a fund change for the entity, i.e., if a new fund is added, if a fund has closed, or if a fund mapping will occur
- Payroll Stuffers – communicate a wide variety of topics on an as-needed basis
- Participant Confirmations – generated for participants each time they initiate certain transactions. These computer-generated reports confirm that the requested transaction has been completed

Please note: To execute on our commitment to reach your employees in the manner that is best for each individual through our Participant Engagement Program, we have retained a nationally recognized Customer Relationship Marketing firm as a vendor. Nationwide uses the marketing firm to assist in collecting and segmenting participant data through strategic analytics for use with the Program. We have partnered with this firm since 2011 and they are a leading data-driven, technology-enabled, global performance marketing agency that specializes in the delivery of unique, personalized customer experiences across platforms and devices. The agency's heritage in data, technology, analytics and security forms the foundation for its skills in understanding consumer insights that drive people-based marketing strategies. Using certain participant data securely shared by Nationwide, the marketing firm helps us target the appropriate retirement plan messages to each participant based on the participant's individual characteristics, demographics, and behaviors while taking into account the participant's preferences for accessing information, electronically or otherwise. Our experience and results have shown that such strategic analytics enable greater improvements in participant saving behavior because they receive relevant messaging through impactful delivery. -Because Nationwide provides the Participant Engagement Program and utilizes the marketing firm to collect and segment participant data through strategic analytics for use with the Program, we do not consider them to be a subcontractor for any purpose, including the applicability of any subcontractor provisions in any resulting contract between the parties.

e. Web-based education.

Personal Retirement Counselors

Personal Retirement Counselors offer your participants retirement planning and analysis services, including asset allocation education at no additional cost. These representatives provide a detailed analysis of each participant's holistic financial situation, allowing them an opportunity to better understand their preparedness for a successful retirement at no additional cost to the Plan or participants.

Personal Retirement Counselors develop relationships with participants, understand their needs, and provide tools and expertise to enable smarter investment decisions. In partnership with each participant, the representatives will:

- Aggregate all retirement savings sources including pensions, supplemental savings (e.g. 457 accounts), personal savings, and Social Security benefits
- Identify the participant's financial needs and goals for retirement
- Understand the participant's investment history and experience
- Identify optional solutions based on the participant's personal risk tolerance, time horizon and future asset needs
- Provide a personalized Financial Needs Analysis

Personal Retirement Counselors have access to other products focused on protection, income, and investments to support the diverse financial needs of participants.

Interactive Online Calculators

Our mobile-enhanced website provides access to interactive calculators to help participants have a clear understanding of their path to retirement.

My Interactive Retirement Planner

My Interactive Retirement Planner (IRP) allows participants to take an in-depth look at their retirement savings but is intuitive to use and can take as little as 10 minutes from start to finish. Participants can input pension benefits, other retirement plan savings, personal investments, and Social Security benefits to personalize the output from the Interactive Retirement Planner.

Using the Interactive Retirement Planner, participants have the ability to:

- Set a retirement goal
- Track retirement plan progress
- Identify options to improve retirement outlook

The Interactive Retirement Planner calculates how much participants may need to reach their goal and allows them to model different investment savings and retirement scenarios. Participants can save data to a PDF file or print for their records and use this information to have a conversation with their Retirement Specialist to explore savings solutions to help them meet their goals.

Health Care Estimator

We are proud to offer the innovative Health Care Estimator to the County's participants. The Health Care Estimator allows participants to estimate their health care costs in retirement by answering a few basic questions. This personalized, monthly estimate of health care costs in retirement helps motivate participants to save more today to ensure a secure tomorrow.

SOCIAL SECURITY 360 ANALYZER®

This tool simplifies the complex rules and options of Social Security for participants nearing retirement. Participants are able to identify beneficial Social Security filing strategies, position Social Security within the context of their retirement income needs, and generate a unique PDF report to further discuss with their Retirement Specialist.

f. Other mediums or forms of communication to participants.

Nationwide will partner with the County to develop an education/communication plan that focuses on the things that are important to you. The initial and ongoing communication and education program is designed to create awareness of the Plan enhancements and increase employee plan participation to help better prepare them to live in retirement.

After the plans have been agreed upon, Nationwide will lead the implementation and activation strategies. Throughout the year, Nationwide continually monitors and measures the effectiveness of the plan with a strategic view toward achieving the stated goals as well as reviewing the individual campaign tactics. Results are shared with the Plan, along with recommendations for adjustments based on the results.

Education and Communication Strategy

Your retirement program's success and your employees' retirement readiness is dependent on the partner you choose and the plan developed to help them prepare for and live in retirement.

We base our custom communication strategy for your plan on four key principles. In partnership with you, we will:





- **Define the current situation** to understand how prepared your employees are for retirement; review metrics used to gauge plan success and uncover insights key to

- developing an effective plan
- **Understand your goals** for the plan and your employees' retirement readiness; this allows us to plan targeted education and communication initiatives
- **Create and implement** a personalized communication and education plan to achieve your goals and increase employee retirement readiness
- **Measure effectiveness**, review and refine communication activity to ensure we're meeting the goals we established

The proposed education plan below is based on our knowledge of your plan, current situation and needs you have stated. The proposed plan will be refined to meet your unique needs if we are selected as your recordkeeper.

Education and Communication Philosophy

Our proposed education and communication program helps your employees build a better plan for their future to help them meet their income needs in retirement. Our approach delivers relevant messages to the right employees when they need them. Your employees want to choose when and how they interact with Nationwide—that's why we surround them with educational resources through multiple channels:

	In person <ul style="list-style-type: none">• Retirement education• Group meetings and webinars• 1:1 consultations		By phone <ul style="list-style-type: none">• Retirement education• Needs assessment• Investment education
	Online <ul style="list-style-type: none">• Financial tools and calculators• Education videos and webinars• Mobile-responsive website		Direct marketing <ul style="list-style-type: none">• Marketing campaigns & programs• Direct mail• Email

We use these tools expertly to deliver the right message, to the right employee, at the right time to help your employees be ready for retirement.

Zone and Rotation Schedule

Meeting with your employees is another ingredient of success. To provide the best service, we will divide the County based on employee density to set a schedule for Retirement Specialist coverage.

Your employees will know when to expect to see their Retirement Specialist, and we can provide in- person (individual and group) support to employee groups and departments.

Ongoing Education & Communication

Employee and Participant Communication & Education

The communication and education program is designed to increase employee participation and improve retirement readiness. The plan is based on three key strategies:

1. **Driving Retirement Readiness** – provide a retirement readiness meter on a participant's account login page to help employees understand their progress, produce their individual Retirement Readiness report, and take action to be ready to retire based on their retirement benefits and savings (pension, social security, and personal savings). Our retirement specialists will review participants' retirement savings throughout the year so they're prepared for retirement.

2. **Delivering targeted communication and education to drive action** – delivering relevant information with specific calls to action to encourage better retirement planning behavior based on each individual's life stage.
3. **Providing personal consultation and group education** – regularly meeting with employees face- to-face for one-on-one consultations, at new employee orientations, workshops, group seminars, and by phone to help educate and help your employees as they make decisions to increase their retirement readiness.

The communication and education plan is based on our knowledge of behavioral finance principles. We'll implement an insight-based communication strategy that segments your employees based on their retirement saving phase. This allows us to deliver meaningful messages that drive specific retirement planning actions across all life stages.

Audience	Communication Objective	Tactics
Eligible employees	Motivate employees to enroll in the plan	<ul style="list-style-type: none"> • Digital messages • One-on-one meetings • Webinars • Group meetings • Phone-based meetings • Website • Social media • Direct mail • New employee orientation • Onsite promotions • Financial expos • Statement mailings • Newsletters • Intranet messaging • Educational videos
New enrollees	Deliver a personalized "Welcome Experience" that introduces them to the plan and informs them of the tools and resources available	
Savers	Engage participants and educate them to continue saving for retirement as they manage multiple needs based on their life stage (e.g. saving for their child's college tuition, saving for their retirement, supporting a parent, etc)	
Transitioners	Help pre-retirees plan for their transition from working to retirement by helping them understand their options as they convert their savings into retirement income	
Retirees	Educate retirees and help them manage their savings to support their retirement lifestyle	

B18. Do you offer plan sponsors the ability to create and record video education sessions specific to their plan? (Yes/No) If so, describe what resources are available and the logistics involved in the process.

Yes. Nationwide provides participants with live webinar sessions delivered by local Retirement Specialists. Retirement Specialists conduct webinars using any of the education modules below and answers participant questions throughout the session. Current webinars include:

- Managing Personal Finances
- Approaching Retirement
- Annual Participant Account Checkup
- Investment Strategies for Managing Risk

After each webinar, Nationwide sends out an online appointment scheduler allowing participants to set up a one-on-on appointment with their local Retirement Specialist to further discuss the concepts.

Additionally, Income Planning Specialists, offered though the Nationwide Retirement Institute, conduct webinars to break down complex issues retirees face, such as health care and Social Security. Insights from the Nationwide Retirement Institute's led us to develop the My Health Care Estimator, which is an interactive online tool that takes the guesswork out of preparing for medical costs during retirement.

The tool provides insights into planning for health care in retirement and increases awareness of the contributions that should be made to cover these costs.

The Nationwide Retirement Institute was formed to help advance the collective thought leadership of Nationwide and improve the financial health and retirement outcomes of Nationwide's clients and their employees. The Nationwide Retirement Institute identifies and looks for solutions for the challenges retirees face today and in the future. We will leverage the experience and leadership the Nationwide Retirement Institute provides to help educate your employees about advanced retirement topics such as income planning, health care, long-term care and social security in simple, easy to understand ways.

Through the Nationwide Retirement Institute, we have developed industry leading programs, focused on critically important topics within retirement planning. Examples include:

- Retirement Readiness – What does it mean?
- Healthcare costs in retirement
- Social Security withdrawal strategies
- Are you ready for retirement?
- Retirement Income strategies
- Enrollment
- Investment Strategies for Managing Risk
- Asset Allocation
- Annual Investor Check-up
- Dollar Cost Averaging
- Consolidation
- Managing Personal Finances
- Budget
- Debt
- Pre-tax and Compounding
- Roth 457
- College Planning
- Approaching Retirement
- Women in Retirement
- Retirement Realities
- Retirement Income Sources
- Retirement Payout Options

B19. How does your firm ensure the information and guidance offered to participants on-site and virtually, is consistent and accurate?

The County's Retirement Specialist, Phillip Edwards, works closely with our Retirement Resource Group to ensure consistency and accuracy pertaining to County-specific information. Phillip will continue to leverage his existing relationship with County participants to provide feedback to our internal partners.

Additionally, Nationwide's Retirement Specialists are experienced in navigating the My Investment Planner online tool and are able to assist participants as they log into their account and navigate the tool. While they can't provide investment advice, our Retirement Specialists will be available to provide education on the investment options and how to make changes to their current and future investment option choices.

B20. How would your ongoing participant education improve participation, deferral rates, appropriate asset allocation and other “plan health” metrics? Please provide a case study (preferably similar in size to the County’s Plan) that supports your education capabilities.

Plan Sponsor Retirement Readiness Report

To better understand the overall health of the County’s Plan and how ready your employees are for retirement, Nationwide provides a Retirement Readiness status and action plan. Details of the report include:

- A section that summarizes the overall readiness of your participants
- Illustrates how many participants (number and percentage) are currently ready for retirement (i.e., on track to replace over 85% of their pre-retirement income) vs not ready
- Show the trend over time (i.e., how has the overall readiness improved year over year)
- Summarizes the actions your participants are taking to change their retirement readiness, including:
 - accessed the website to view their holistic Retirement Readiness Report utilized the My Interactive Retirement Planner
 - increased deferral
 - updated asset allocation
 - called or visited a Retirement Specialist

Program Director Jacob Sours will continue working with the County to prepare an annual action plan that will suggest opportunities to partner with Nationwide to further improve your employees’ retirement readiness, such as participant communications, group meetings, invitations to take advantage of a comprehensive financial needs assessment.

Plan Sponsor Reporting

The following reports will be provided on a quarterly basis:

- Gauging Success Reports – produced quarterly, tracks the Plan’s performance versus other plans of similar demographics, can also be used to track performance against goals set by the County, reports on the Plan’s overall retirement readiness, mailed to the plan sponsor and available online.
- Employer Statement of Account –produced quarterly in conjunction with participant statements and provides a summary of all participant activity that transpired during the reporting period, mailed to the plan sponsor and is available online.
- Legislative Updates, Regulatory Reports and Ad Hoc Updates – newsletter emailed monthly to plan sponsors notifying them of regulatory updates, also available online.

The County’s designated staff will have access to a complete menu of web-based reports. These reports include:

- Summary by Investment – This report provides Plan assets in both dollars and shares. It is always updated as of the most recent Market closing date.
- Plan Demographic Report – This report breaks down participants by age group based on account balances and contribution amount.
- Fund Balance and Participation by Age Report – This is a report that provides fund balances by dollars and percent, as well as the number and percentage of participants in the fund by defined age groups within the Plan.

To further assist our clients, Nationwide recently developed enhanced, customizable Plan Sponsor reporting through the Plan Sponsor website, including:

- Plan Assets Report
- Participant Census Data Report
- Plan Contributions Report
- Loan Activity Report

- Rollover/Transfers Report
- Participant Distributions Report

Example of Success:

We recently implemented a successful enrollment campaign for a west coast client of similar size to the County's Plan. The local Retirement Specialist and his Retirement Resource Group partners combined their efforts to increase participation in the Plan in 2017.

The campaign was initiated by an email from the local Retirement Specialist to all employees who had not enrolled within 2 to 3 days of the New Employee Orientation. A second email was sent by the Retirement Resource Group to those who had not enrolled within two weeks of the orientation. That email included links to educational videos on the deferred compensation website and instructions to contact their Retirement Specialist to enroll or ask questions.

Enrollments for 2017 increased 73% over 2016 with 258 new enrollments versus 150 in 2016.

B21. How does your firm measure the effectiveness of its education and communication initiatives?

We measure and benchmark the impact of our efforts in several ways and we commit to detailed performance guarantees. At the Plan level, the most basic measurement is based on year-over-year growth across multiple areas, including participation percentage, participant contributions, the number of group workshops, the number of workshop attendees and the number of one-on-one consultations conducted.

At a more in-depth level, we analyze and measure participant activity as the result of targeted marketing campaigns such as updating beneficiary designations, age 50 catch-up, the number of asset classes and the number of investment options utilized by participants. At the end of the campaign, your Program Director, Jacob Sours, will report the results in his quarterly updates with the Plan Sponsor.

To measure participant satisfaction of the education programs, we provide an annual participant satisfaction survey. Surveys evaluate our performance, participants' overall satisfaction, the perceived value of the deferred compensation Plan, and the success of various educational programs and services provided to participants including but not limited to:

- Local Retirement Specialists
- Customer Service Center
- Deferred Compensation website
- Participant Statements

a. Provide a sample plan sponsor report, if available.

Please refer to the **Plan Sponsor Communication** section of our response for a sample Gauging Success Report.

In addition to our standard Plan Sponsor reports described above, Nationwide will continue to provide the County of Fresno with a custom quarterly board report.

b. Additionally, describe how your firm enables participants to quantify their retirement planning goals and outline action items necessary to achieve said goals.

My Interactive Retirement Planner (MyIRP) allows participants to take an in-depth look at their retirement savings but is intuitive to use and can take as little as 10 minutes from start to finish. Participants can input pension benefits, other retirement plan savings, personal investments, and Social Security benefits to personalize the output from the Interactive Retirement Planner.

MyIRP has inputs to account for growth over time which participants can adjust to see the effect how contribution amounts, retirement age and investment returns impact their goal. We implemented a pension and social security estimator into the MyIRP tool. Results are integrated into the participant Retirement Readiness Report and provide participants a holistic view of their projected income in retirement.

Using the Interactive Retirement Planner, participants have the ability to:

- Set a retirement goal
- Track retirement plan progress
- Model scenarios to improve retirement outlook

The Interactive Retirement Planner calculates how much participants may need to reach their goal and allows them to model different investment savings and retirement scenarios. Participants can save data to a PDF file or print for their records and use this information to have a conversation with their Retirement Specialist to explore savings solutions to help them meet their goals

B22. Do you provide a monetary guarantee for the quality and effectiveness of meeting “plan health” related metric goals? (Yes/No)

Yes. Nationwide is willing to place \$30,000 at risk towards mutually agreed upon performance guarantees.

B23. Does your firm conduct satisfaction surveys at the participant level? (Yes/No) If so, please provide a recent survey.

Yes. Participants will receive an evaluation form when attending a consultation or group workshop, allowing them to provide feedback on the content and presentation. These surveys are conducted after every meeting. Results will be compiled and reported back to the Plan on a mutually-agreeable frequency.

Additionally, after calling our Customer Service Center, participants can choose to take a survey to provide feedback on their experience.

Please refer to the **Participant Communication** section of our response for a sample participant survey.

B24. Do you provide additional services (e.g. financial planning) for participants with larger account balances?

Yes. Nationwide offers your participants retirement planning and analysis services, including investment allocation education, through a licensed Personal Retirement Counselor at no additional cost. The Personal Retirement Counselor provides a detailed analysis of each participant’s holistic financial situation, allowing them an opportunity to better understand their preparedness for a successful retirement.

The PRC will develop relationships with participants, understand their needs, and provide tools and education to enable smarter investment decisions. In partnership with each participant, the Personal Retirement Counselors will:

- Aggregate all retirement savings sources including pensions, supplemental savings, personal savings, and Social Security benefits
- Assess retirement financial needs and priorities of the participant’s goals
- Understand the participant’s investment history and experience

- Identify optional solutions based on the participant's personal risk tolerance, time horizon and future asset needs
- Provide a personalized Financial Needs Analysis

Additionally, Personal Retirement Counselors have access to other products focused on protection, income, and investments to support the diverse financial needs of participants.

Retirement planning and analysis services are included as a component of our offer. As an option, The Plan Sponsor can elect to make additional financial products available to their participants; if participants elect to purchase any product outside of the Plan Sponsor's Plans, additional product fees may apply.

Please refer to the **Important Disclosures** section at the end of the questionnaire response for more information.

Participant Communications

B25. What mediums of participant communication are available (e.g. statement stuffers, email, video, etc.)? Which are available bilingually?

Nationwide will continue to partner with the County to develop an education/communication plan that focuses on the things that are important to you. The ongoing communication and education program is designed to create awareness of the Plan and increase employee plan participation to help better prepare them to live in retirement.

After the education/communication plan has been agreed upon, Nationwide will lead the implementation and activation strategies. Throughout the year, Nationwide continually monitors and measures the effectiveness of the plan with a strategic view toward achieving the stated goals as well as reviewing the individual campaign tactics. Results are shared with the Plan, along with recommendations for adjustments based on the results.

Education and Communication Strategy

Your retirement program's success and your employees' retirement readiness is dependent on the partner you choose and the plan developed to help them prepare for and live in retirement.

We base our custom communication strategy for your plan on four key principles. In partnership with you, we will:





- **Define the current situation** to understand how prepared your employees are for retirement; review metrics used to gauge plan success and uncover insights key to developing an effective plan
- **Understand your goals** for the plan and your employees' retirement readiness; this allows us to plan targeted education and communication initiatives
- **Create and implement** a personalized communication and education plan to achieve your goals and increase employee retirement readiness
- **Measure effectiveness**, review and refine communication activity to ensure we're meeting the goals we established

The proposed education plan below is based on our knowledge of your plan, current situation and needs you have stated. The proposed plan will be refined to meet your unique needs if we are selected as your recordkeeper.

Education and Communication Philosophy

Our proposed education and communication program helps your employees build a better plan for their future to help them meet their income needs in retirement. Our approach delivers relevant messages to the right employees when they need them. Your employees want to choose when and

how they interact with Nationwide—that's why we surround them with educational resources through multiple channels:

	In person <ul style="list-style-type: none">• Retirement education• Group meetings and webinars• 1:1 consultations		By phone <ul style="list-style-type: none">• Retirement education• Needs assessment• Investment education
	Online <ul style="list-style-type: none">• Financial tools and calculators• Education videos and webinars• Mobile-responsive website		Direct marketing <ul style="list-style-type: none">• Marketing campaigns & programs• Direct mail• Email

We use these tools expertly to deliver the right message, to the right employee, at the right time to help your employees be ready for retirement.

Zone and Rotation Schedule

Meeting with your employees is another ingredient of success. To provide the best service, we will divide the County based on employee density to set a schedule for Retirement Specialist coverage.

Your employees will know when to expect to see their Retirement Specialist, and we can provide in-person (individual and group) support to employee groups and departments.

Ongoing Education & Communication

Employee and Participant Communication & Education

The communication and education program is designed to increase employee participation and improve retirement readiness. The plan is based on three key strategies:

1. **Driving Retirement Readiness** – provide a retirement readiness meter on a participant's account login page to help employees understand their progress, produce their individual Retirement Readiness report, and take action to be ready to retire based on their retirement benefits and savings (pension, social security, and personal savings). Our retirement specialists will review participants' retirement savings throughout the year so they're prepared for retirement.
2. **Delivering targeted communication and education to drive action** – delivering relevant information with specific calls to action to encourage better retirement planning behavior based on each individual's life stage.
3. **Providing personal consultation and group education** – regularly meeting with employees face- to-face for one-on-one consultations, at new employee orientations, workshops, group seminars, and by phone to help educate and help your employees as they make decisions to increase their retirement readiness.

The communication and education plan is based on our knowledge of behavioral finance principles. We'll implement an insight-based communication strategy that segments your employees based on their retirement saving phase. This allows us to deliver meaningful messages that drive specific retirement planning actions across all life stages.

Audience	Communication Objective	Tactics
Eligible employees	Motivate employees to enroll in the plan	<ul style="list-style-type: none"> Digital messages One-on-one meetings Webinars Group meetings Phone-based meetings Website Social media Direct mail New employee orientation Onsite promotions Financial expos Statement mailings Newsletters Intranet messaging Educational videos
New enrollees	Deliver a personalized “Welcome Experience” that introduces them to the plan and informs them of the tools and resources available	
Savers	Engage participants and educate them to continue saving for retirement as they manage multiple needs based on their life stage (e.g. saving for their child’s college tuition, saving for their retirement, supporting a parent, etc)	
Transitioners	Help pre-retirees plan for their transition from working to retirement by helping them understand their options as they convert their savings into retirement income	
Retirees	Educate retirees and help them manage their savings to support their retirement lifestyle	

Nationwide offers printed education materials and a number of participant communication pieces in Spanish. Additionally, the nrsforu.com website and VRU are available in Spanish and Nationwide subscribes to Language Line Services to provide translation services within our Customer Service Center.

B26. Can you support targeted communications (e.g., life stages, savings rates, asset allocations, etc.)? (Yes/No) Is this integrated into your annual education initiatives or does the plan sponsor need to initiate segmented communication campaigns?

Yes. Financial wellness is a program or set of programs designed to improve employees' financial behavior and outcomes. At Nationwide, we deliver Financial Wellness in 3 ways: Tools, Education and High Touch Service model. We have an industry-leading, comprehensive approach to delivering increased retirement readiness for participants. We engage with your participants when and how they want to engage with us by providing proactive communications, personal interactions and an award winning digital experience. This approach is integrated into our annual education initiatives.

TOOLS: We simplify the toughest challenges participants face in retirement

Immediately upon logging in, participants can get their main questions answered: How am I doing? How do I get on track for retirement? Participants can see their account balance and then immediately have access to their retirement outlook with personalized, actionable next steps.

• My Interactive Retirement Planner and Retirement Readiness Report

My Interactive Retirement Planner allows Participants to take an in-depth look at their retirement savings and takes as little as 10 minutes from start to finish. We help Participants by estimating their Social Security benefits and allowing them to personalize the experience by adding assets outside of the Plan as well as spousal information.

Using the My Interactive Retirement Planner, Participants have the ability to:

- See how ready they are for retirement now
- Model different contribution and retirement spending scenarios
- Identify how changes now may impact their retirement in the future

The Interactive Retirement Planner calculates how much Participants may need to reach their goal and allows them to model different investment savings and retirement scenarios. Participants can save their data online and have it reflected in their account overview. Participants can also generate a Retirement Readiness Report to have a conversation with

their Retirement Specialist or advisor to explore savings solutions to help them meet their goals. This information can then be used to have a conversation with their Financial Advisor to explore savings solutions to help them meet their goals.

According to our data, almost 90% of Participants who begin the process of using the tool finish that process, which exceeds industry norms.

Participants who used the Interactive Retirement Planner between mid-2016 and end of 2017 had:

- Three times the call-in rate
- Four times the contribution increase rate
- Three times the roll-in rate
- **My Healthcare Estimator®**
My Healthcare Estimator is an industry leading tool that helps Participants estimate what their health care costs in retirement may be by answering a few basic questions. It also helps them understand how the cost of healthcare fits into their overall retirement budget. This personalized, monthly estimate helps motivate Participants to save more today to ensure a secure tomorrow.
- **Future value calculator**
The future value illustrates how Participants retirement investments could grow and demonstrates the importance of investing tax-deferred dollars.
- **Paycheck impact calculator**
This tool helps Participants understand how increasing contributions to their sponsored plan can have tax advantages.
- **College funding calculator**
Participants receive help in determine how much is needed for college expenses and how much is needed to set aside each year in preparation with this tool.

EDUCATION: Engage participants with topics, including:

- **Financial literacy** – Nationwide has developed a series of 19 new education workshops that can be accessed through our website or presented by Retirement Specialists during seminars or one-on-one consultations. Each presentation will have an accompanying one-page marketing piece that is customized with your Retirement Specialists' contact information and a high-level overview of the topic.
- **The Retirement Institute** - The Retirement Institute focuses on the pressing issues facing pre-retirees (all employees) and retirees as they plan for and live in retirement. They have focused on the cost of health care in retirement and Social Security and the impact these have on positive Member outcomes. Nationwide Retirement Institute is available for Plan Sponsor meetings and larger Member education meetings.

HIGH TOUCH: We offer an enhanced high-touch service model unique to the industry

- **Virtual and in-person education** – Nationwide's model is centered on people and high-touch participant services. Nationwide's comprehensive education and enrollment program prepare your employees for retirement. We will work with you to create a schedule to reach you and your participants when and where it's most convenient.
- **Participant Engagement Program** – Drive participant outcomes with data-driven, targeted messaging. Our engaging approach has been able to produce a 24% increase in conversations between participants and their retirement contact, and an 18% increase in the number of participants who increase their contributions. Both are excellent indicators of improved retirement readiness for employees.

- **Retirement Resource GroupSM** - Nationwide's Retirement Resource Group is a team of phone-based, licensed professionals ready to help educate. They can help participants with financial goals. We also have local representatives ready and willing to meet with your participants for enrollment, re-enrollment and education planning.

Future State of Financial Wellness:

Recognizing the significance of total financial health and its relation to retirement readiness, participants will be able to generate a personalized financial wellness path, with proactive and targeted messages, support, and rewards integrated to keep them engaged and learning throughout life. This initiative will take into consideration their current financial situation, concerns, confidence with certain financial topics, and financial goals within various areas to create their personalized path. Tracking will be included so each time participants interact they can engage with their next best learning opportunities and take action.

We understand our Plan Sponsors and participants have full calendars, and retirement planning needs to be flexible to fit into tight schedules. Plan Sponsors and participants will soon enjoy enhanced communications for an on-the-go world, bringing the ease of mobile communications to retirement planning. Auto-escalation features will increase this flexibility and reduce the burden on Plan Sponsors to ensure their participants are saving for retirement properly.

Participants have been given access to a wide variety of easy to use calculators and other tools allowing them to easily estimate income needs in retirement, including health care expense, and evaluate all sources of income to make sure they are on track to meet goals. If they are falling short of their objectives, our comprehensive service approach, leveraging both technological tools in partnership with our local service teams, will provide them with the assistance necessary to make informed decisions.

Our goal as your expert partner is to provide a readily-available financial wellness, including a retirement planning, experience so participants will start planning for tomorrow, today. Our financial wellness experience continues to evolve, as Nationwide is currently planning for the next phase. Future financial wellness services/tools under consideration:

- Setting and monitoring variety of financial goals (savings, paying down debt, etc.)
- Personalized step-by-step plan
- Budgeting
- Paying down debt
- Establishing an emergency fund
- Income scenario planner

B27. What services, tools and functionality does your firm specifically offer to participants post-retirement?

Income Planning Specialists, offered through the Nationwide Retirement Institute, conduct webinars to break down complex issues retirees face, such as health care and Social Security. Insights from the Nationwide Retirement Institute led us to develop the My Health Care Estimator, which is an interactive online tool that takes the guesswork out of preparing for medical costs during retirement. The tool provides insights into planning for health care in retirement and increases awareness of the contributions that should be made to cover these costs.

Additionally, a dedicated learning center library on the www.nrsforu.com website offers educational articles, videos, tools and calculators for participants in each stage of their career, including retirees.

Nationwide's service model is focused on our participants. Our goal is to help improve the retirement readiness of your employees and we achieve this goal through our superior participant

services and industry leading technology. By integrating our educational tools and on-site meetings, Nationwide can assist participants with understanding their current retirement outlook and provide options to get them closer to achieving their retirement goals.

The following tools and services specifically focus on improving the retirement outcomes of your employees:

Participant Retirement Readiness Report

This free online report provides a comprehensive view of participant assets, including pension benefits and Social Security, and how that money translates into retirement income. This report answers the question 'How am I doing' by providing a view of retirement readiness as defined by an employee's projected monthly income in retirement vs. their desired income in retirement. Participants can further customize their report by utilizing the My Interactive Retirement Planner to model different savings scenarios and include spousal assets. The participant Retirement Readiness Report includes the following features:

- Simple:
 - The retirement readiness meter quickly shows whether participants are on track for retirement
 - A graph illustrates the magnitude of their gap or surplus along with their specific goal and projected retirement income
 - For those participants that prefer not to fully engage in the details, the report is designed to quickly communicate whether they are on track and suggest actions to close the gap, all on the participant's individual account landing page.
- Holistic:
 - Inclusive of 457(b), pension, and social security benefits
 - Contains a detailed breakdown of retirement goals and projected retirement income by source
 - Incorporates the My Interactive Retirement Planner tool which ties in additional retirement assets, including a spouse's retirement savings
- Actionable:
 - Clearly stated actions to close retirement gap
 - Provides a specific contribution increase amount to close the gap along with the impact to their paycheck
 - Prompts participants to schedule time with their Local Retirement Specialist for additional help (report serves as a great starting point for their discussion)

My Interactive Retirement Planner[®]

My Interactive Retirement Planner (MyIRP) allows participants to take an in-depth look at their retirement savings but is intuitive to use and can take as little as 10 minutes from start to finish. Participants can input pension benefits, other retirement plan savings, personal investments, and Social Security benefits to personalize the output from the Interactive Retirement Planner. MyIRP has inputs to account for growth over time which participants can adjust to see the effect how contribution amounts, retirement age and investment returns impact their goal. Results are integrated into the participant Retirement Readiness Report and provide participants a holistic view of their projected income in retirement.

Using the My Interactive Retirement Planner, participants have the ability to:

- Set a retirement goal
- Track retirement plan progress
- Model scenarios to improve retirement outlook

The My Interactive Retirement Planner calculates how much participants may need to reach their goal and allows them to model different investment savings and retirement scenarios. Participants can save data to a PDF file or print for their records and use this information to have a conversation with their Retirement Specialist to explore savings solutions to help them meet their goals.

Health Care Estimator

The Health Care Estimator allows participants to estimate their health care costs in retirement by answering a few basic questions. This personalized, monthly estimate of health care costs in retirement helps motivate participants to save more today to ensure a secure tomorrow.

Personal Retirement Counselors

Nationwide's Personal Retirement Counselors offer participants and their immediate family access to comprehensive retirement planning and analysis services at no additional cost. These representatives provide a detailed analysis of each participant's holistic financial situation, allowing him or her an opportunity to better understand their preparedness for a successful retirement.

Personal Retirement Counselors develop relationships with participants, understand their personal and financial needs, and provide tools and education to enable smarter investment decisions. In partnership with each participant, the Personal Retirement Counselors will provide financial analysis on the following:

- Retirement Income
- Net Worth
- Cash Flow (pre and post retirement)
- College funding
- Life Insurance Needs
- Long-Term Disability
- Healthcare in retirement
- Social Security Optimization

B28. What kind of customization does a sponsor have over participant-initiated service forms such as, hardship, in-service, loan, etc.?

Nationwide's offer includes the continued use of customized Fresno County marketing material and participant-initiated service forms. If additional customization is desired, we will work with the County to determine a mutually agreeable plan of action.

Participant Website

B29. Provide demo access to your participant website in the chart below:

Nationwide will continue to provide access to the customized County of Fresno website at www.fresno457.com. This customized website allows County participants to obtain detailed County of Fresno information about their plan provisions and investments, leverage education materials and tools, and perform account inquiries and transactions.

Included below are the credentials to access our standard participant website demo:

Website Address	User Name	Password
www.nrsforu.com	NRSrfpDemo	Demo!123

B30. Describe the key features of your participant website.

Nationwide's participant website is built with responsive technology to deliver a consistent experience for participants across any device (computer, tablet or phone). The home page serves

as the central hub that allows them to easily find what they are looking for through simple navigation and page design.

Without logging in, the site has four primary pages:

- **About Deferred Compensation** — educates participants about deferred compensation, how it works and provides the reasons why they should consider enrolling
- **Enroll** — guides participants through the enrollment process online or through a paper-based enrollment
- **Learning Center** — delivers educational content and interactive tools to help participants understand their current situation and then determine what they can do next to achieve their goals
- **Support & Forms** — provides common forms and answers to frequently asked questions to help participants manage their account

Once participants have a plan of action and log in, our website provides full transactional capabilities allowing the participant to:

- Initiate a contribution change
- Change their investment election
- Exchange Funds
- Reallocate account balances
- Set up automatic rebalancing
- Model and initiate loans, if offered
- View transaction history
- View and print current and historical Plan statements
- View and print 1099R documents
- View and update personal information such as address and phone number
- View and update beneficiaries if allowed by the Plan Sponsor
- View and print Plan forms
- Enroll in electronic delivery services

My Interactive Retirement Planner

My Interactive Retirement Planner allows participants to take an in-depth look at their retirement savings but is intuitive to use and can take as little as 10 minutes from start to finish. Participants can input pension benefits, other retirement plan savings, personal investments, and Social Security benefits to personalize the output from the My Interactive Retirement Planner. My Interactive Retirement Planner has inputs to account for growth over time which participants can adjust to see the effect how contribution amounts, retirement age and investment returns impact their goal.

My Interactive Retirement Planner can estimate Pension Plan and Social Security benefits. Results are integrated into the participant Retirement Readiness Report and provide participants a holistic view of their projected income in retirement.

Using the My Interactive Retirement Planner, participants can:

- Set a retirement goal
- Track retirement plan progress
- Model scenarios to improve retirement outlook

The My Interactive Retirement Planner calculates how much participants may need to reach their goal and allows them to model different investment savings and retirement scenarios. Participants can save data to a PDF file or print for their records and use this information to have a conversation with their Retirement Specialist to explore savings solutions to help them meet their goals.

My Investment Planner

Nationwide makes available investment advice to participants through our new My Investment Planner at no additional cost to participants or Plan Sponsors. Nationwide Investment Advisors, LLC (NIA), the registered investment adviser for My Investment Planner, has retained Wilshire Associates Incorporated (Wilshire) as an independent financial expert (IFE) for My Investment Planner. My Investment Planner provides individualized investment advice using an investment process developed and maintained by Wilshire.

NIA accepts and discloses fiduciary responsibility for My Investment Planner investment advice provided to your employees.

The Risk Tolerance Questionnaire and the investment selections for NIA Advice Portfolios are provided to Nationwide Investment Advisors, LLC (NIA) by Wilshire®. Investors are responsible for implementing and maintaining the suggested allocations. Wilshire is a service mark of Wilshire Associates Incorporated, which is not an affiliate of NIA or Nationwide.

Once a participant has logged into their secure online account, they will be able to access the My Investment Planner tool from multiple locations throughout the website including the Tools and Calculators page and the Manage My Funds page.

Participants are asked to complete a six-part questionnaire (the Risk Tolerance Questionnaire) to assess their individual risk tolerance and investment time horizon. Using this information, Wilshire's methodology identifies the appropriateness of one of five unique risk-based profiles for each participant. The tool provides specific investment advice at the fund level using the Plan's investment options. A link is provided to the "Manage My Account" page increasing the likelihood that the participant will take the appropriate action in their account.

Retirement Readiness Tool

Nationwide's new Retirement Readiness Tool gives Plan participants an assessment of their current retirement picture and helps them set a goal for their future. The Retirement Readiness Report helps participants understand whether they are on track to meet their retirement goal by providing a monthly retirement income projection based on their 457(b), pension benefits and social security income streams.

Health Care Estimator

We are proud to offer the innovative Health Care Estimator to the County's participants. The Health Care Estimator allows participants to estimate their health care costs in retirement by answering a few basic questions. This personalized, monthly estimate of health care costs in retirement helps motivate participants to save more today to ensure a secure tomorrow.

We continually upgrade with new features to insure we meet plan sponsor and participant needs along with any regulatory changes.

- B31. Is balance, deferral rate, rate of return, investment allocation, future monthly income or % of retirement goal, and suggested changes or next best steps, visible on the participant landing page? (Yes/No) If not, which of these are captured?**

Yes.

- B32. How many clicks does it take to view the investment menu? How does your website display custom models within the investment menu section of the website?**

Once a participant has successfully logged into their account, they can view the investment menu with one click. The "Fund Performance" link on the main page contains the full investment menu as well as the fund performance.

B33. Are there any anticipated enhancements or updates scheduled in the next 12-24 months? (Yes/No) If so, please describe.

Yes. We feel that the following upgrades over the next three years will directly benefit the Plan:

- On-line distributions which include anti-fraud components
- Electronic alerts (including texting) to participants
- Auto increase features
- Continued investment in cyber security technologies including a move of record keeping applications to the cloud
- Enhanced ad-hoc Plan Sponsor online reporting
- Simplified online enrollment capabilities to enhance the participant experience

B34. Provide a detailed list of historical data which can be exported by plan participants (e.g., performance, transactions, balances etc.).

Participants are able to export fund performance, including prospectus and fact sheets, as well as transactional information, quarterly statements and fee disclosures.

B35. Describe in detail the capabilities of your mobile experience:

a. Do you provide a dedicated app or do you offer a conforming website? (Yes/No)

Our participant website is built with responsive technology to deliver a consistent experience for participants across any device (computer, tablet or smart phone). Nationwide anticipates the introduction of a mobile application in the third quarter of 2019. The application will enhance our current mobile-responsive website by providing an app for participants that prefer the use of an app.

b. Can participants enroll on a mobile device? (Yes/No)

Yes.

c. Can contribution changes be made on mobile device? (Yes/No)

Yes.

d. Can investment allocation changes be made on mobile device? (Yes/No)

Yes.

e. Can allocation changes to current contributions and future contributions be made independent of each other? (Yes/No)

Yes.

f. Can participants list/change a beneficiary on the mobile application? (Yes/No)

Yes.

Call Center / Bilingual Capabilities

B36. What are the call center hours of operation?

Our Customer Service Center is open Monday through Friday, 5 a.m. to 9 p.m. PT, and Saturday from 6 a.m. to 3 p.m. PT to accommodate the diverse work schedules of your employees.

B37. Describe how the call center will be able to answer 'County-specific' questions from plan participants.

All of our licensed Customer Service Representatives (CSRs) are trained on the specific details of your plan and have access to multiple resources to allow them to effectively answer participant questions. Nationwide utilizes an online repository, Nationwide Knowledge Base, to house all training and reference materials for the County's defined contribution plans. Nationwide Knowledge Base's electronic format allows the information to be updated at a moments notice. The CSRs have the ability to access information including but not limited to the Plan's investment options and performance, administrative procedures, and all communications being shared with participants.

As new personnel join the team, our training department will make sure that they are well versed on how to access the information on the County's Plan. New personnel will be familiar with general provisions of 457(b) defined contribution plans as well as the specifics of the County's Plan prior to interacting with participants.

B38. Are calls recorded in the event there is a dispute? (Yes / No) If so, how long are recordings archived?

Yes. All calls to the Customer Service Center are recorded for quality assurance and retained for three years.

Do you make recorded conversations available for the sponsor to review?

Recordings are made available to the County upon request.

Payroll

B39. Does your firm offer web upload/download capabilities? (Yes/No) If so, please describe.

Yes. Nationwide offers the Plan payroll automation options that may make the Plan Sponsor's job easier. Nationwide will accept payroll information through any one of the following media:

- Web processing tool (Nationwide SecurePaySM)
- Electronic transmission (HTTPS, FTPS, SFTP, FTP/PGP)

Nationwide SecurePaySM

Nationwide SecurePay brings deferred compensation plan sponsors upgraded functionality that streamlines the way you submit payroll online. Through Nationwide SecurePay, you can:

- Select from six pay period templates, or create one of your own
- Delete participants from payroll detail
- Identify participants whose accounts are not yet setup, reducing contributions going into suspense
- Sort detail by Amount, Social Security Number and Name, helping to identify where a detail submission may be out of balance
- Edit your submissions multiple times if needed
- Print the payroll acknowledgement for your records
- Access an enhanced, more thorough and easy to read User Guide
- View payroll submission history

Nationwide SecurePay is secure. Nationwide uses encrypted processing through a 128-bit SSL: The Plan Sponsor's data is protected behind billions of possible combinations. The user will be logged off after 15 minutes of inactivity – an extra layer of protection safeguarding the Plan's data.

B40. Please provide a sample (as an appendix) of your payroll layout that will allow the plan sponsor to maximize the capabilities of your platform.

Please refer to the **Plan Sponsor Communication** section of our response for a sample of the payroll format.

B41. If this data is submitted with each payroll, what services can your system provide to assist plan sponsors?

Nationwide is dedicated to public sector employers and provides a simple, all-inclusive plan for administrative services to the County that makes administering the Plan easier for the County's staff. We will continue to provide the administrative services below for the County:

- Payroll automation
- Payroll processing
- Verification reports
- Administration and Plan Sponsor reports
- Participant statements
- Participant transaction confirmations
- Unforeseeable Emergency Withdrawal review and processing
- Domestic Relations Orders review and processing
- Loan administration
- Brokerage accounts
- Managed accounts
- Voice Response System (VRS)
- Participant website
- Plan Sponsor website
- Account valuation & adjustments
- Plan Document updates, when utilizing Nationwide's Plan Document
- Loan program reviews
- Quantitative Investment Menu Reports, if desired by the Plan and its consultant
- Plan Sponsor fiduciary training
- Marketing collateral
- Legislative and regulatory updates

Nationwide offers the Plan payroll automation options that may make the County staff's job easier, at no additional cost. Nationwide will accept payroll information through any one of the following media:

- Web processing tool (Nationwide SecurePaySM)
- Electronic transmission (HTTPS, FTPS, SFTP, FTP/PGP)

a. Gap analysis (including DB plan and SS integration).

Yes. Gap analysis is available through the MyIRP, including Defined Benefit Plan and Social Security integration.

b. Contribution change tracking.

Yes. Contribution changes are tracked and report to the County.

c. Contribution limit monitoring.

Yes. Nationwide monitors contributions limits and can provide a standard report to the County when requested.

d. Additional capabilities.

All capabilities have been disclosed in our response.

e. Please include information regarding any fees for these capabilities.

All capabilities listed are included in our offer to the County.

f. What are the security protocols for file transfers?

Nationwide prefers Secure File Transfer for data transmission between the County and Nationwide, which the County currently uses. It uses standard internet protocols to provide security for business critical information. The three options below are available for the County to use:

- FTPS (FTP/SSL) and SFTP (FTP/SSH) – Unencrypted data over an encrypted transport.
- PGP – Encrypted data. Once encrypted you can send the data over the Internet using FTP or HTTP. The file must be digitally signed for Nationwide to accept.
- Web Browser or HTTPS – Unencrypted data over secure connection. This option requires client to log onto secure web site and attach the file for transfer.

Secure File Transfer ensures the security of the data to or from Nationwide to our business partners. By using this method to send and receive your files, no one on the internet can access data you are transmitting to Nationwide.

Nationwide has the ability to accommodate almost all types of systems and file formats and will work with the County to find mutually agreed solutions.

Participant Statements

B42. Describe your participant statement delivery process, include delivery methods and timing.

Participant can request that statements be mailed to their address of record or participants can enroll in eDelivery and receive an email that their statement is available through their secure online account.

The County can either let the participant make the eDelivery decision or the County can make that decision for the participants if Nationwide is provided employee email addresses. If Nationwide does not receive an email for a participant, then they will continue to receive paper statements.

B43. Would the plan sponsor be able to customize statements? (Yes/No) If so, describe what types of customizations are available.

Yes. The County has the flexibility to create custom messaging totaling 170 characters, including any disclosures.

Our offer to the County includes the ability to customize print materials with the Plan name, the County's logo, information about the Plan's customized investment line-up, and specific content as necessary utilizing Nationwide best-practice templates for conveying participant education and information. Customized print materials include:

- Enrollment kit
- Select administrative forms
- Participant statements
- Education brochures and flyers as mutually agreed upon

B44. Would the plan sponsor be able to provide information or communication that could be included in a statement mailing? (Yes/No)

Yes.

B45. Provide a sample participant statement that includes details on participant fees and credits.

Please refer the **Participant Communication** section of our response for a sample participant statement.

B46. Describe your ability to integrate Defined Benefit, Social Security, 457(b), 401(a) and any additional assets on participant statements.

Participants may input defined benefit plan information as well as their pension plan into My Interactive Retirement Planner which is saved and auto-populated upon their return.

B47. Does the statement include any information regarding the Participant's "retirement readiness"? (Yes/No) For example, percentage towards retirement goal? How is this information displayed on the website?

No. While "retirement readiness" information is not included on the participant statements, we do offer a separate "Retirement Readiness Report" which is available on the participant website.

Please refer to the **Participant Communication** section of our response for a sample Participant Retirement Readiness Report.

Enrollment / Election / Beneficiary Changes

B48. Describe your participant enrollment process. Include information on mobile, online and quick enroll methods.

As part of our offer to the County, Nationwide will continue to provide you with our expedited enrollment process for new employees. As the census file the County provides to Nationwide is updated with new employees, Nationwide will set up "shell" accounts on our system with the participants personal information. Once the participant decides to enroll, the "shell" account is simply activated which removes normal enrollment processing time.

The education and enrollment services we offer are based on our knowledge of behavioral finance principles. Using our insights, we work with all eligible employees, both new hires and employees who are not enrolled in the 457(b) Plan, to help them understand the benefits of the plan, how it complements their retirement benefits and can help them prepare for retirement. And because all employees are different and have different styles and preferences, we offer several options and services during the enrollment period, including:

- **In-person enrollments** – Employees who prefer face-to-face interaction can enroll during one-on-one consultations or group workshops with a local Retirement Specialist using a hard copy enrollment form or online.
- **Over-the-phone enrollment** — For employees who want assistance at times convenient to them, Nationwide's Retirement Resource Group provides asset allocation review and enrollment assistance over the phone.

- **On-line enrollment** — Employees who prefer self-service can enroll online through our mobile-enhanced website on any device. Nationwide recently invested in iPads that our service team uses for online enrollment during individual and group meetings.
- **Auto-enroll** – Nationwide is currently developing auto-enrollment capabilities and will soon be able to offer this feature for plans where applicable state and local laws allow.

Nationwide monitors and measures enrollment activities to ensure the Plan is growing through new enrollments. Activities are measured monthly and outcomes are reported quarterly in the Gauging Success report.

Using new hire reports provided by the County, we will work with our internal partners to develop a database of new employees and issue education materials and an enrollment form via mail or email. Ongoing outreach will continue with all of the services mentioned above. We will continue to monitor the results quarterly to determine additional services needed for engagement of the new employees not participating and report our findings to the County.

Nationwide will maintain and control an inventory of all enrollment materials at no additional charge.

B49. Does your system track and report contribution changes? (Yes/No) Are those changes pushed to the plan sponsor? (Yes/No)

Yes.

Yes.

B50. Can you support automatic enrollment and/or automatic increases?

Yes. Nationwide offers automatic enrollment in states where local and state law permit. Our experience has shown that plans that enable automatic enrollment tend to have a low “opt out” rate. However, industry data states that it’s best to couple automatic enrollment with automatic increase/escalation to avoid a high number of low-balance accounts. Plan Sponsors also need to consider the default fund which serves as the enrollment option invested in until participants make investment changes following the account set-up.

B51. Can participants manually elect automatic increases and rebalancing?

Yes.

B52. Describe how beneficiary information is obtained from the participant?

Participants may update their beneficiary information via hardcopy or via the website; and can review their current beneficiary information on the website or their quarterly statement. When enrolling online, it is mandatory for participants to name a beneficiary to complete the process. Beneficiary information is tracked and maintained in our record keeping system. Hard copy beneficiary forms are imaged and retained in an offsite Nationwide storage facility until it is deemed obsolete and destroyed.

Rollovers / Loans / In-Service Requests

B53. Briefly describe your participant loan process. Include details from request through receipt of loan funds. Please also include any required interaction from the plan sponsor.

Nationwide services nearly 8,000 plans and many of them offer loans. We have a dedicated Loans Team that works to help ensure loan administration is working properly on existing loans and that participants have a positive experience when requesting new loans at Nationwide. We have the capability to handle the entire loan process and we look forward to working with the Plan Sponsor

to review the processes and procedures in place today to ensure they meet your needs.

Nationwide provides loan modeling and amortization scheduling on all loans. Balances must be paid in full over a maximum term of five years – except for residential loans, which can be taken up to a maximum of 15 years. We administer loans directly through the Plan permitting participants to take loans from their account and repay it with after-tax dollars.

We provide amortization schedules, all required paperwork, and loan disbursements and keep the Plan Sponsor informed of total outstanding loan principal through the customized website and quarterly Plan Statement.

The information below describes provisions that many plans follow in their loan programs:

Minimum and Maximum Loan Amounts

The minimum loan amount is \$1,000. The maximum amount is the lesser of (i) \$50,000, reduced by the excess (if any) of (A) the highest outstanding balance of loans from the plan year during the one-year period ending on the day before the date on which the loan was made over (B) the outstanding balance of loans from the plan on the date on which the loan is made, or (ii) one half of the present value of the Participant's vested account balance.

Loan Application

- Online – The Plan Sponsor's provisions currently do not allow online loan modeling or initiation; however, online modeling and initiation is available, if permitted by the Plan. If allowed, only General Purpose loans can be modeled and initiated online. Principal Residence loans can be modeled online but additional documentation will be required to initiate. We look forward to reviewing the loan provisions with the Plan Sponsor.
- Call Center – CSRs generate and send loan application paperwork through email, fax or mail.

Loan Guidelines for Participants

Participants are able to apply for a loan from the Plan subject to limitations and other provisions outlined below:

- Repayment Method – Loan repayments are made through payroll deduction or via ACH payment from a participant's bank account
- Participant Eligibility – All Plan participants are eligible to take a loan from their account, based on Plan provisions outlined by the Plan Sponsor's Plan Document. To qualify, participants must also complete and sign a loan application and pay an application fee.
- Number of Loans – A participant may only have the number of outstanding loans allowed in the agreed-upon Loan Administrative Procedures.
- Suspension of Loan Payments – A participant may suspend loan repayment while on military or medical leave documented with the employer. The employer is responsible to notify Nationwide when a participant is on leave. At the expiration of any suspension of loan payments period, the outstanding loan balance, including any accrued interest and fees, will be re-amortized.
- Interest Rate – The interest rate will be determined by the Plan Sponsor. Currently, the County's Plan Document indicates a Prime plus 2% interest rate.

B54. Do you offer paperless loans? (Yes/No)

Yes, for general purpose loans only. Principal residence loans require hard copy submission with the appropriate supporting documentation.

B55. Briefly describe how participant hardship requests are processed. Include information related to tracking and reporting to the plan sponsor.

To ensure compliance with the Plan Document and governing legislation, Nationwide does not offer paperless Unforeseeable Emergency/Hardship withdrawals.

Once a participant has submitted the appropriate form and supporting documentation in good order, Nationwide will review based on applicable guidelines from the Plan Document and IRS if these duties are delegated to us by the County. If approved, we issue a check or ACH distribution within three to five business days. If further information is needed, we contact the participant and place the request in pending status. If the request cannot be approved, we will notify the participants and/or the County in writing.

B56. How long does it take for a hardship to be processed?

To ensure compliance with the Plan Document and governing legislation, Nationwide does not offer paperless Unforeseeable Emergency/Hardship withdrawals.

Once a participant has submitted the appropriate form and supporting documentation in good order, Nationwide will review based on applicable guidelines from the Plan Document and IRS if these duties are delegated to us by the County. If approved, we issue a check or ACH distribution within three to five business days. If further information is needed, we contact the participant and place the request in pending status. If the request cannot be approved, we will notify the participants and/or the County in writing.

B57. Briefly describe how you process participant in-service requests.

Nationwide will process in-service withdrawal requests within three to five business days (distributions are typically processed within one business day) of receipt and withhold all applicable federal and, if applicable, state income tax from each payment. Where applicable, participants have the ability to specify federal and state tax withholding from their payments. We also prepare and send 1099-R tax forms to participants who receive distributions from their deferred compensation accounts with Nationwide. These forms will be mailed to participants no later than January 31st of the following year.

B58. Do you offer paperless in-service requests? (Yes/No)

No.

B59. Describe the expected processing time for participant in-service requests.

Once a participant has submitted the appropriate form in good order, Nationwide will process the request and issue a check or ACH distribution within three to five business days.

Currently, Nationwide offers payment through check or ACH.

Terminated Distributions / QDROs / RMDs

B60. Do you offer paperless terminated participant distributions? (Yes/No)

Yes. Once a participant leaves service with the County, a standard distribution form will need to be submitted along with confirmation from the County of their termination/retirement date. After the initial distribution is processed, and the participant's signature and termination/retirement date is on file, the participant will be eligible to initiate over-the-phone distributions by contacting our Customer Service Center.

B61. Can the plan sponsor fully outsource the processing and approval of terminated participant distributions to your firm? (Yes/No)

Yes. Confirmation from the County that the participant has left service will be required but the rest of the processing and approval process can be handled entirely by Nationwide.

B62. Can your system handle installment distributions? (Yes/No)

Nationwide will process systematic payments requests typically within one business day of receipt and withhold all applicable federal and, if applicable, state income tax from each payment. Where applicable, participants have the ability to specify federal and state tax withholding from their payments. We also prepare and send 1099-R tax forms to participants who receive distributions from their deferred compensation accounts with Nationwide. These forms will be mailed to participants no later than January 31st of the following year.

Participants are able to select from 4 options to receive systematic payments:

- Fixed Dollar Payment
- Fixed Period Payment
- Life Expectancy / Joint Life Expectancy
- Required Minimum Distribution

Participants are able to select the date of distribution for the systematic payments and may change or stop the distributions at any time.

a. If so, what frequency of payments are available?

- Monthly
- Quarterly
- Semi-annually
- Annually

b. Can participants specify from which fund installment distributions are taken? (Yes/No)

Yes.

c. Do you routinely monitor the plan for terminated participants? (Yes/No) If so, how and when is the plan sponsor updated?

No.

d. Describe the process used in monitoring the plan for de minimis account balances.

While Nationwide can support de minimus account balance monitoring, the County does not currently use this service.

e. At what frequency is the process completed?

Should the County wish to implement de minimum account balance processes, the Plan Document would specify the frequency.

f. What participant and plan sponsor communication are associated with this service?

Should the County implement de minimus account balance processes we will work with you to develop participant communications and define mutually agreeable processes and reporting for the County.

B63. The County handles QDRO processing. Briefly describe how The County will interact with your firm to complete the distributions, include timing.

If the County choose to delegate it to us, we can alleviate the administration burden and handle the entire QDRO process.

Performance Standards

B64. Populate the following table describing performance standards and any monetary penalties your firm is willing to risk for failures:

Nationwide is willing to place \$30,000 at risk towards annual performance and service standards. The performance standards below are merely suggestions and Nationwide looks forward to working with the County to mutually agree upon specific standards and specific risk amounts based on what you value most.

	Performance Standard	Amount at Risk
Participant Services		
Hours of availability of call center	Available to Participants 100% of scheduled hours	*
Average wait-time per call	80% in 20 seconds	*
Average number of calls until issue resolved	99% of all calls resolved within 1 contact	*
Number of group education sessions	4	*
Number of days for individual consultations	200	*
Deferral rate % increase per year	**	*
Participation rate % increase per year	**	*
Percentage of participants with beneficiary info after first 18 months of contract	**	*
Plan Sponsor Services		
Number of days after quarter end: Plan report	Issued within 30 Business Days	*
Annual plan sponsor education and training	As mutually agreed upon	*
Frequency of processing de minimis accounts	Processed within 3 to 5 business days of request	*
Maximum number of hours before receiving call back from RM	Calls returned within 1 business day	*
Operations		
Contribution reconciliations	Processed within 3 business days of receipt IGO	*
Contribution postings	Processed within 3 business days of receipt IGO	*
Hardship withdraws paid (upon receipt of paperwork)	Processed within 3 business days of receipt IGO	*
Receipt of loan proceeds	Processed within 5 business days of receipt IGO	*
Payment of final distribution	Processed within 5 business days of receipt IGO	*
Processing of fund transfers	Processed same business days of received before the close of the NYSE	*
Processing of rollover contributions	Processed within 5	*

	business days of receipt IGO	
Statements and Disclosures		
Number of days after quarter end: Participant statements	Issued within 20 Business Days	*
Number of days after quarter end: Sponsor statements	Issued within 30 Business Days	*
Date of receipt for 408(b)(2) disclosure	Issued within 30 Business Days	*
Date of receipt of 404(a)(5) disclosure	Issued within 30 Business Days	*
Transition		
Number of group meetings	N/A	*
Number of individual consultations	N/A	*
Number of days in blackout period after receiving data in good order	N/A	*
Communications		
Quality and effectiveness of meeting "plan health" related metric goals	**	*

*Nationwide is willing to commit \$30,000 at risk towards the performance standards and we look forward to working with the County to determine how that amount is allocated to the standards you value most.

**Nationwide looks forward to working with the County to determine the specifics of these performance standards.

B65. Complete the following table indicating service availability and processing:

Service	Service Available (Y/N)	Paperless Available (Y/N)	Is Plan Sponsor Involvement Required (Y/N)
Address Changes	Y	Y	N
Beneficiary Changes	Y	Y	N
Plan Limit Monitoring (402(g), 401(a)(17), 415, etc.)	Y	Y	N
Participant Enrollment	Y	Y	N
Election Changes for Future Contributions	Y	Y	N
Transfers for Current Elections (By Specific Dollar)	Y	Y	N
Transfers for Current Elections (By Specific Percent)	Y	Y	N
Transfers for Current Elections (To Specified Fund Allocations)	Y	Y	N
Confirmation Statements	Y	Y	N

Systems

B66. Is your current recordkeeping software proprietary? (Yes/No) If it is non-proprietary, what software and version are utilized?

Yes. Our proprietary record keeping system, DCdirect, was created and developed internally specifically for retirement plans. The system's capacity design allows for an unlimited number of plans, participant accounts, and investment options, permitting us the flexibility to offer 457(b), 401(a), 401(k), 501(c)(9) and 403(b) plans on one platform.

B67. Who is responsible for keeping the system compliant with current regulations?

Nationwide's recordkeeping system was developed internally, and Nationwide has the ultimate responsibility/authority to ensure the software remains current to laws, regulations and client needs.

B68. Describe any specific enhancements for the system that are planned in the next 12 months.

Our system is upgraded on a monthly basis. Nationwide is continuously enhancing our system to meet client needs, industry changes, government regulations, and technology advances.

Disaster Recovery / Security

B69. Briefly describe your maintenance and backup procedures. Include information on daily backups, retention timetables, and off-site backup storage routines. Also, include a description of how access to participant data (current and archived) is controlled and monitored (i.e., who specifically can view participant account data, who can print this data, who can remove this data from your facility either on a laptop, memory stick, CD or as a printed report).

Maintenance and Backup Procedures

Full, differential and incremental data backups are performed daily, and on weekends. A complete system backup-to-tape is performed for all data. The backup tapes are rotated on both a weekly and monthly basis and are encrypted and stored in an on-site fireproof vault, as well as an off-site climate controlled, Halon protected vault of records with a management firm providing 24-hour pickup and delivery services.

- Daily backups are kept for one week.
- Weekly backups are kept for one month, with the last week of each month kept for one year.
- Monthly backups are kept for a minimum of one year and year-end backups are kept permanently.

Nationwide has two Tier IV data centers located outside of Columbus in central Ohio, designed to provide 99.995% availability and the highest level of fault tolerance. There are over 500,000 data centers in the world, and only five in the United States have been given the highest rating of 'Tier IV' by the Uptime Institute. This unbiased organization is recognized globally for the creation and administration of the Tier Standards & Certifications for Data Center Design, Construction and Operational Sustainability.

Our two Tier IV data centers are available 24 hours a day, 365 days a year, and are also Leadership in Energy & Environmental Design (LEED) certified, with natural indoor lighting, a recycling program and 77% of the centers' cooling coming from outside air. LEED is a green building certification program that recognizes best-in-class building strategies and practices.

Our redundant Tier IV data centers have proximity enabling us to replicate data with near real-time business continuity between our data centers. We have regular tests of our failover to maintain business continuity, ensuring that our operations can seamlessly move to our backup site.

Access Management

Nationwide Associates are only provisioned the access necessary to do their jobs. A centralized, automated tool is leveraged to manage the life-cycle of an ID, and to enforce least-privileged access. The tool integrates with our directory systems. These tools work in conjunction to enforce identity, authentication, authorization, auditing & accountability.

- Access to provision ID's is handled through a centralized ID administration team.
- Newly provisioned access must be approved by People Leaders prior to roles being granted and ID's being created.
- If an associate transfers department, their access is required to be reviewed within the tool by the new hiring manager prior to the Associate beginning the new role.
- People Leaders are required to complete access reviews of their direct reports on a quarterly basis.
- The tool is integrated with our directory systems to immediately revoke access upon termination.
- Privileged access to record-keeping applications is tightly monitored using a Privilege Identity Management Tool.

Participant Data

Access to participant data is restricted to those who require such access to perform their job function, and to control the confidentiality, integrity and availability of the data. All workstations, portable media devices, and removable media containing participant data is monitored using data loss prevention tools to block any confidential data exfiltration. Alerts are sent to our Security Command Center based upon defined thresholds for further review. These professionals are responsible for the investigation and review of any attempted data exfiltration to external devices and for enforcing compliance with Nationwide's Confidentiality Agreement and Information Security Policy.

Finally, secure waste containers are available on every floor, and a clean desk policy prohibits sensitive information being left in plain sight.

B70. Provide the number of outages that have occurred in the past five years. Provide details regarding each outage and a description of the final resolution to fix the issue(s).

Nationwide Retirement Solutions has experienced no system security breaches within the last five years.

B71. Briefly describe your information security protocols.

Integrity

Nationwide's record keeping system has many error detection checks, which are integrated into its production processes to ensure accurate participant account information. They take into consideration specified plan requirements and mandated Internal Revenue Service requirements and are applied from the time of enrollment through account disbursements.

In order to maintain a high level of accuracy, when information is entered and processed by an administrative representative, it is verified by another member of the administrative team and monitored by the team's manager.

Security

The foundation of Nationwide's information security starts with our Information Security Policy. It provides a comprehensive framework for adhering to sound information security practices and is modeled on ISO 27002. We are also working to validate that our information security program aligns with the NIST Cyber Security Framework. The Policy is then implemented through dozens of more specific Information Security Standards, which are actively managed to map to a wide variety of federal, state, and industry information security guidelines. The policy and standards are

regularly reviewed by a standing Policy Review Board and updates.

A key aspect of Nationwide's security program is the wide set of tools and processes that Nationwide uses to monitor activity on its network systems, including workstations. For example, Nationwide uses a suite of tools to scan the network and endpoints to protect against viruses and malware. These tools are routinely updated by the vendor to address newly discovered threats. Furthermore, Nationwide uses intrusion detection services and intrusion protection services to detect and block unusual or malicious activity on the network. Nationwide also use data loss prevention tools to monitor and block confidential information on endpoints. All of these tools report into the company's centralized log review systems where the data is assessed daily by information security professionals.

Penetration tests on Nationwide information assets are planned and performed annually. Third party suppliers are used every other year for our external attack and penetration testing. In 2014, TrustedSec was contracted to complete the Attack and Penetration test of Nationwide's externally facing web applications. Their testing methodology centers on the OWASP Top 10 to attempt to infiltrate secure controls through common web application vulnerabilities. If a gap is identified in our secure controls as a result of the test, the vulnerability is validated and remediated accordingly. The results of these Attack and Penetration tests are sensitive and confidential.

Prevention

All associates are required to complete an annual Information Security and Privacy training course. In addition, Nationwide has a robust awareness program called "Protect the Network," which delivers information security and privacy training through a variety of methods, including:

- Posters and creative displays throughout Nationwide buildings,
- A dedicated intranet site, and
- Featured online stories and videos.
- This training and awareness activities include, but are not limited to the following topics:
- Enterprise security and privacy policy and requirements
- Secure password training
- Secure Wi-Fi practices
- Data confidentiality
- Social media training
- Phishing education through simulated phishing events
- Classify and protect information
- Mobile security training
- What to do when a possible security breach occurs.

Online

Participants must enter their account number, not their Social Security number, and Personal Identification Number (PIN) to gain access to their accounts via the telephone. Participants may change their PIN as frequently as they deem necessary to maintain account security.

Upon their first visit to the website, users must be authenticated before they can access their plan information. During this initial visit, users must enter key personal identification information and then create a unique password. Once authenticated, participants from this point forward can access their plan information by entering their account number and the password they created. They are also able to create their own personal user name and password so they do not need to use their account number to enter the site. As an added security measure, participants are unable to use their Social Security number as their username.

In November of 2015, Nationwide introduced Multi Factor Authentication for our websites. This level of added security is focused on protecting participants accessing their accounts using mobile devices by prompting a participant to confirm their email address, provide a mobile number and

provide the ability to register their device (laptop, smart phone, internet device, etc.).

The next time the participant logs in they may be challenged if the device they are using is not recognized by our system. If this occurs, the participant will need to obtain and enter a confirmation code by answering a challenge question before they can access their account. A confirmation code will be emailed to their registered email address. Upon introduction we will have the capability to email the code but a future enhancement will include the ability to text the code.

These security enhancements go beyond the current user name and password log-in process to look at several additional criteria, such as the physical device and its IP address. If something doesn't look right and access is challenged, a verification code is sent to the participant.

If a participant enters the incorrect confirmation code that is emailed to them 6 or more times, they will be locked out and required to be unlocked via CSR. Additionally, if a participant requests 6 or more confirmation codes to enter, they will be locked out and required to be unlocked via CSR.

The following measures are also in place to ensure participant online accounts are secure:

- All accounts require a unique user ID, which cannot be the participant's Social Security number, and password for access.
- If an incorrect password is entered three times, the account is locked-out.
- The website user will be automatically disconnected after 15 minutes of inactivity.
- Each time a participant enters the website or performs a transaction, an audit trail is written for that specific visit to the website.
- Once a participant completes a transaction, a confirmation is automatically sent.

In order to ensure only the intended recipient can read information sent to or from our site, all information is encrypted. Information between the website and users is encrypted using security technology called Secure Sockets Layer (SSL). A firewall prevents unauthorized access to Nationwide's systems and data.

Customer Service Representatives

Prior to releasing any information CSRs ask participants to provide at least two of the following data points which will be maintained in the participant account record:

- Participant name
- Participant address
- Social security number
- Date of Birth

Participants also have the ability to request a special security question and response be added to the account. The question is asked each time and the caller must provide the correct response prior to the release of any information.

Nationwide's security protocols have never been compromised.

Federal and state law requires financial institutions to develop a response program to protect against and address reasonably foreseeable risks associated with internal and external threats to the privacy of information that could result in substantial harm or inconvenience to a customer. We have documented procedures describing how Nationwide will address an event involving the unauthorized disclosure of confidential customer information and when Plan Sponsors and participant are notified. This process equally governs data compromised by vendors acting on behalf of Nationwide.

Nationwide applies encryption methodology that conforms to the NIST approved algorithms, key

lengths, and related standards as outlined on the NIST website (<https://csrc.nist.gov/projects/cryptographic-standards-and-guidelines>).

Data which resides on all end-points, and laptops utilizes full disk encryption. In addition, Personally Identifiable Data (PII) may only be copied to a Nationwide approved encrypted device. This is enforced through data loss prevention tools deployed on every endpoint. Email at rest is encrypted and structured application data at rest on network storage is encrypted as well. All data which resides on the mainframe is encrypted at rest. Finally, we leverage Mobile Device Management (MDM) technology which allows for remote wipe and device encryption for all mobile end-points.

Upon their first visit to the website, users must be authenticated before they can access their plan information. During this initial visit, users must enter their account number and plan number, and then create a unique password. Once authenticated, participants from this point forward can access their plan information by entering their account number and the password they created. They are also able to create their own personal user name and password so they do not need to use their account number to enter the site. As an added security measure, participants are unable to use their SSN as their username.

Nationwide uses Multi Factor Security for our websites. This level of added security is focused on protecting participants accessing their accounts using mobile devices by prompting a participant to confirm their email address, provide a mobile number and provide the ability to register their device (laptop, smart phone, internet device, etc.).

The next time the participant logs in, they may be challenged if the device they are using is not recognized by our system. If this occurs, the participant will need to obtain and enter a confirmation code before they can access their account. A confirmation code will be emailed to their registered email address. Upon introduction, we will have the capability to email the code but a future enhancement will include the ability to text the code.

These security enhancements go beyond the current user name and password log-in process to look at several additional criteria, such as the physical device and its IP address. If something doesn't look right and access is challenged, a verification code is sent to the participant.

If a participant enters the incorrect confirmation code that is emailed to them 6 or more times, they will be locked out and required to be unlocked via CSR. Additionally, if a participant requests 6 or more confirmation codes to enter, they will be locked out and required to be unlocked via CSR.

We know that security of your participant's information is of the highest importance to The County and it is vitally important to us as well. We will continue to evaluate and enhance our security as industry standards and best practices evolve.

a. Include the level of data encryption used.

Nationwide applies encryption methodology that conforms to the NIST approved algorithms, key lengths, and related standards as outlined on the NIST website (<https://csrc.nist.gov/projects/cryptographic-standards-and-guidelines>).

Data which resides on all end-points, and laptops utilizes full disk encryption. In addition, Personally Identifiable Data (PII) may only be copied to a Nationwide approved encrypted device. This is enforced through data loss prevention tools deployed on every endpoint. Email at rest is encrypted and structured application data at rest on network storage is encrypted as well. All data which resides on the mainframe is encrypted at rest. Finally, we leverage Mobile Device Management (MDM) technology which allows for remote wipe and device encryption for all mobile end-points.

- b. **Have any security breaches occurred in the prior 36-months? (Yes/No) If so, provide details.**

No. Nationwide Retirement Solutions has experienced no system security breaches within the last three years.

- c. **If a security breach were to occur, what is your process to recover data, replace any monetary loss and prevent further loss of data?**

Security Incident Response Process

If the Security Command Center detects a security incident the team works cross-functionally with the Event Management and Response Team to investigate the security incident fully and take appropriate action to respond, mitigate, report recover and remediate if necessary.

As the incident develops and impact is understood, the necessary internal teams will be engaged. This is typically comprised of a core team and responding organizations. Core teams are responsible for communicating incident status/updates to executive leadership & responding organizations.

Security Breach Communication

In addition, if a security breach is identified we'll notify affected participants and the plan according to the requirements in the administrative services agreement.

- d. **How is indicative data, including social security numbers, protected against fraud/theft (both internal and external threats)? Specifically, non-web based threats from call center or paper requests?**

Fraud Detection and Prevention

Nationwide is continuously investing in fraud detection and prevention controls to protect indicative data. We focus on three key areas as follows when discussing identity theft and fraud prevention:

People

- All Associates within Nationwide Financial and Retirement Plans are required to attend fraud identification and prevention training.
- Customer Service Center have daily stand-up's in which they are briefed on trends, 'red-flag' refreshers, and social engineering attacks coming in through the call center.
- Quarterly fraud training is offered for all associates across nationwide to increase associate awareness.

Process

- Nationwide has a dedicated team of professionals who work across capabilities to investigate any attempted fraud.
- They leverage a defined response process by which all suspected fraud is investigated completely to secure customer data and financials. Required paperwork is filed with Financial Crimes and Sanctions in the event of an actual fraud.
- Nationwide conducts an annual distribution risk assessment to identify and remediate any risks associated with loan and withdraw requests.
- Daily reconciliation controls are in place to ensure zero net balances. Day two reporting is enabled as well, along with audit logging reports to identify and prevent suspected fraud. Suspense holds on participant accounts can also be enabled if there is suspected fraud as well.

Technology

- Multi-factor authentication (MFA) is deployed on the Retirement Plans participant and business partner facing websites.
- Nationwide partners with our MFA provider to obtain device specific information to identify and stop fraudulent devices from accessing our network.
- Enhanced registration controls require entry of a unique case or account number for participant web profile registration.
- ACH verification is performed with consortium of banks to validate account owners prior to out-bound money processing.

e. Does your service agreement indemnify the County and its participants from any action should security protocols fail? Please provide sample agreement language.

Nationwide will protect participants in case of fraud as a result of a missed control or error on Nationwide's part. We will make participants whole in a situation where this occurs.

The following indemnification language is included in Nationwide's standard Administrative Services Agreement:

Nationwide and Plan Sponsor each agree to indemnify, defend, and hold harmless the other, together with their respective officers, directors, agents and employees, from and against any loss, damage or liability assessed against each other or incurred by each other arising out of or in connection with any claim, action, or suit brought or asserted against each other alleging or involving Nationwide's or the Plan Sponsor's non-performance of the provisions of this Agreement under Nationwide's or the Plan Sponsor's exclusive control, or negligence or willful misconduct in the performance of their respective services, duties and obligations under this Agreement.

C. Transition Management

Conversion "Campaign"

A significant advantage of retaining Nationwide as your exclusive Deferred Compensation Provider is that a conversion will not be required, and your participants will not experience a disruption of service.

C1. Why is your transition process better than your competitors? What differentiates it?

Not applicable.

C2. Are you willing to include a performance guarantee for your conversion process? (Yes/No)

Not applicable.

C3. Do you provide education and training support for the plan sponsor, specific to a plan conversion? (Yes/No)

Not applicable.

C4. Based on the County's objectives outlined in the ONGOING PARTICIPANT EXPERIENCE REQUIREMENTS section, provide a detailed summary of the participant education initiatives your firm would seek to accomplish during the conversion.

Not applicable.

C5. Provide a detailed transition communication plan. Be sure to specifically address the

following:

- a. Timeline
- b. Mailings
- c. Emails
- d. Group education sessions
- e. Individual educational sessions, including scheduling. How would it be communicated that a “significant other” is welcome to attend?
- f. Retirees
- g. Website
- h. Communications and disclosure fulfillment services
- i. Special communication to retiree’s receiving installment payments

Not applicable.

- C6. Based on the County’s unique demographics and geographic locations, complete the following table:**

Not applicable.

Process

A significant advantage of retaining Nationwide as your exclusive Deferred Compensation Provider is that a conversion will not be required, and your participants will not experience a disruption of service.

- C7. Describe any training available for County staff on payroll and census data submissions. When is this training typically completed (i.e., how far in advance of a conversion date)?**

Not applicable.

- C8. What transactions are prohibited during the blackout period?**

Not applicable.

- C9. Describe how participant historical investment performance would be handled in the conversion.**

Not applicable.

- C10. Describe how current beneficiary information would be handled at conversion.**

Not applicable.

- C11. How are installment distributions already in process handled?**

Not applicable.

- C12. How are existing loans handled?**

Not applicable.

- C13. Can you support participant re-enrollment and /or strategic mapping to a QDIA (if participant fails to provide investment direction) at conversion?**

- a. Describe how your firm would handle the potential large cash flow of assets transferring

into the Plan's QDIA?

Not applicable.

- b. Would a strategic mapping to a custom target date QDIA impact your conversion process?

Not applicable.

- C14. Do you provide a conversion website? (Yes/No) If so, please provide a demo user ID and password:

Not applicable.

Roles / Responsibilities Conversion Team

A significant advantage of retaining Nationwide as your exclusive Deferred Compensation Provider is that a conversion will not be required, and your participants will not experience a disruption of service.

- C15. Provide a detailed overview of the team assigned to this conversion.

Not applicable.

- C16. Describe the experience of the conversion project manager that will be assigned, including the number and size (assets and headcount) of the conversions completed over the past 3 years.

Not applicable.

- C17. Provide references for the conversion team that would be assigned to this account. References should include industry, length of relationship, plan type, services provided. References should be similar in size to the County's plan.

Not applicable.

D. Investments

General

- D1. Are you willing to provide the services requested in this RFP without the use of proprietary investments? (Yes/No)

Yes.

- D2. The County currently uses a white label stable value fund via Great West.

- a. Are you willing to recordkeep non-proprietary collective trusts and separate accounts vehicles? (Yes/No)

Yes.

- b. Describe any requirements or restrictions in the utilization of these types of

investments.

Depending on the complexity and underlying investments, white label funds may cost an additional \$3,000 annually, per fund, plus an additional .25 bps on all assets in the fund.

D3. How many fund families does your firm have trading agreements with?

Nationwide has agreements in place with over 200 fund houses. Additionally, we are willing to establish agreements with fund houses and investment products that are not currently available through our platform.

Due to the extensive number of funds currently offered, we are providing a complete list of all available fund houses with whom we have an agreement. Upon request, we will provide a complete listing of funds offered, currently around 13,000 funds.

D4. Do you have trading agreements with the County's preferred fund families outlined in the "PREFERRED LINEUP" section, below? (Yes/No) If not, are you willing to obtain trading agreements with each fund company by the conversion date provided in the RFP timeline?

Yes. As your current provider, Nationwide has trading agreements in place with all of the fund families listed.

Target Date Funds

The County's preferred target date fund suites are:

Great West Lifetime Trust

D5. Would the County be able to use the preferred target date families on your platform? (Yes/No) Could it be designated as the Plan's QDIA? (Yes/No) Which of the preferred target date fund suites are available on your platform?

Yes.

Yes. Great West Lifetime Trust is available on our platform and included in our offer to the County.

D6. Describe how these funds would be incorporated into enrollment kits, communication materials and the participant website (specifically address how they are displayed and characterized).

These funds would continue to be incorporated into the County's enrollment kits, communication materials and the participant website as they are today.

Managed Accounts

D7. Do you provide a proprietary managed account service? (Yes/No)

Nationwide currently partners with NIA to provide these services. At this time, Nationwide does not partner with other companies that provide advice/managed accounts

D8. Describe what makes your managed account program unique in the industry.

Nationwide ProAccount

Nationwide affiliated investment adviser, Nationwide Investment Advisors, LLC (NIA), a

SECregistered investment adviser, offers a discretionary managed account service called Nationwide ProAccount®. NIA has engaged Wilshire Associates Incorporated (Wilshire) as the independent financial expert (IFE) for Nationwide ProAccount. Wilshire determines the investment decisions for the program and then NIA implements their decisions into the enrolled participants' retirement plan accounts. Wilshire is not affiliated with Nationwide or NIA. For Nationwide ProAccount, NIA is a fiduciary with respect to the provision of services described in the investment advisory agreement signed by each participant enrolled in ProAccount. For Nationwide ProAccount, Wilshire utilizes a four step institutional process for the creation and management of the ProAccount models.

- **Asset allocation** - Wilshire develops forward-looking strategic forecasts on a wide array of core and specialty asset classes based on institutional data by leveraging their access to asset class preferences of large institutional pools.
- **Manager Research** - Wilshire starts with a database of 6,000 institutional strategies and 25,000 mutual funds and utilizes an institutional research group to screen, evaluate and select funds based on quantitative review and qualitative insight into drivers of risk and return.
- **Portfolio Construction** - Wilshire utilizes a combination of target risk and target date methodologies. They blend managers with complementary styles into risk controlled portfolios while maintaining awareness of active risk and fees. The number of funds used and size of allocations are driven by the magnitude of the policy allocation.
- **Monitoring and Rebalancing** - Wilshire uses a quarterly dynamic reallocation methodology which rebalances the portfolios to minimize policy and style drift and maximize use of high conviction funds while dynamically shifting investment policies to become more conservative over time.

Benefits of Nationwide ProAccount include:

- The experience of a professional investment firm to manage participants' retirement plan accounts
- In-depth research of fund selection and asset allocation
- Portfolio monitoring and refinement as market conditions change and participants get closer to retirement
- Periodic adjustments designed to help keep participants on track toward their retirement goals
- Communications and updates so participants know what's going on in their account

For additional information regarding Nationwide ProAccount, please refer to the **Optional Services and Enhancements** section of our response.

D9. Would you permit the County to utilize a third-party managed account provider, such as Financial Engines, Morningstar, ProManage, etc.? (Yes/No) If so, provide details on the flexibility the County would have in selecting a managed account provider.

Nationwide currently partners with NIA to provide these services. At this time, Nationwide does not partner with other companies that provide advice/managed accounts

D10. If you contract with a third-party managed account provider, how much of the managed account service fee do you receive as the recordkeeper?

Nationwide does not contract with a third-party managed account provider. Nationwide offers a proprietary managed account solution, Nationwide ProAccount®. It is made available by Nationwide Investment Advisors, LLC (NIA), a wholly owned subsidiary of Nationwide Life Insurance Company.

D11. What are the fees for the managed account options available on your platform?

As part of our enhanced offer to the County, participants will be assessed a fee of up to 0.55%

which is in addition to any asset or service fees they may incur through the deferred compensation plan and any management fees, charges or expenses associated with each investment option. Please see the detailed fee schedule below for our ProAccount pricing offer:

Account Balance	Service Fee
The first \$99,999.99	0.55%
The next \$150,000	0.50%
The next \$150,000	0.45%
The next \$100,000	0.40%
Assets of \$500,000 and above	0.35%

Pricing reflects the expected effect various combinations of investment products and services will have on plan asset growth.

The inclusion of both ProAccount and Target Date Retirement Funds give the County's participant's flexibility to choose options that allow them to reach their retirement goals.

Please refer to the **Optional Services and Enhancements** section of our response for additional information regarding the Nationwide ProAccount.

D12. How are the fees for this service disclosed to participants? Does it appear on their statements or any other disclosure after the initial enrollment?

Participants can enroll in Nationwide ProAccount via our website or via a hard copy enrollment form. The online enrollment process requires participants to complete an online questionnaire with their personal responses and acknowledge they understand and agree to the provisions of the services including fees.

Fees are also disclosed to plan participants on quarterly statements. Nationwide also offers Plan Sponsors the option of providing participant level fee disclosures modeled after several of the requirements of ERISA Regulation 404(a)(5) on the website. We anticipate providing additional disclosures modeled upon the remaining aspects of the 404(a)(5) disclosures for our public sector clients in 2019.

Although governmental plans are not subject to ERISA fee disclosure requirements, Nationwide provides plan sponsor level fee disclosures modeled after the requirements of ERISA 408(b)(2) via our Plan Sponsor website.

There is no additional cost for the disclosures.

D13. Describe the portfolio construction process incorporating a plan's unique investment line - up.

Summary of Wilshire's Investment Approach

Below, Wilshire has summarized the general methodology underlying their glide path construction approach:

- First, they utilize the Wilshire Trust Universe Comparison Service® (TUCS®) database, which captures the investment activities of more than \$3.5 trillion in institutional assets across 1,600 pension plans, to derive capital asset pricing model (CAPM) assumptions and asset-only and surplus (or liability aware) efficient frontiers.

- Second, they employ a unitization of risk framework to create three distinct glide paths, which details how the equity allocation decreases over time as a conservative, moderate and aggressive investor, respectively, approaches and moves through retirement.
 - Horizon Assumption: 65-year investment horizon, with employment beginning at age 20, retirement at age 65, a terminal, static allocation at age 75, and death at age 85.
 - For a Moderate investor 10 years prior to retirement (i.e., at age 55), Wilshire targets an example risk level (standard deviation of returns) of approximately 10.4%, equating to a balanced portfolio of approximately 60% equities and 40% fixed income.
 - Utilizing a unitization of risk framework, risk targets are derived for each corresponding investment horizon – as the horizon lengthens beyond 10 years from retirement, the calculated risk level increases and, vice versa, as the horizon shrinks the corresponding risk level shrinks.
 - Calculated risk targets associated with a specific time horizon are used to select investment portfolios from a corresponding point on the efficient frontier.
 - This exercise is repeated for the Conservative and Aggressive investor, utilizing ex-ante targeted risk levels 10 years from retirement of 8.8% and 11.2%, respectively. In effect, this exercise derives the asset allocation glide path for the Conservative, Moderate and Aggressive investor.
- An investor is slowly moved from an asset-only glide path to an asset-liability or surplus glide path as the investor attains greater certainty regarding his income requirements in retirement (the liability). The investor is effectively 50% on the surplus glide path 10 years from retirement and 100% on the surplus glide path at the targeted date of retirement.

The Wilshire glide path is updated on quarterly basis to reflect the gradual de-risking of investor assets overtime. On an annual basis, Wilshire critically reviews all key assumptions and conducts an extensive peer review. As part of the annual review process, industry trends, pending regulation changes and other external factors are considered.

D14. How does the managed account service handle a participant who is enrolled in a target date fund when signing up for the service? Does it sell them out of the fund? (Yes/No)

Yes. When applicable, target date fund assets are liquidated and moved into funds as directed by the managed account service.

D15. Describe the methodology used to allocate between active and passive investments in its model creation.

Summary of Wilshire's Investment Approach

Below, Wilshire has summarized the general methodology underlying their glide path construction approach:

- First, they utilize the Wilshire Trust Universe Comparison Service® (TUCS®) database, which captures the investment activities of more than \$3.5 trillion in institutional assets across 1,600 pension plans, to derive capital asset pricing model (CAPM) assumptions and asset-only and surplus (or liability aware) efficient frontiers.
- Second, they employ a unitization of risk framework to create three distinct glide paths, which details how the equity allocation decreases over time as a conservative, moderate and aggressive investor, respectively, approaches and moves through retirement.
 - Horizon Assumption: 65-year investment horizon, with employment beginning at age 20, retirement at age 65, a terminal, static allocation at age 75, and death at age 85.
 - For a Moderate investor 10 years prior to retirement (i.e., at age 55), we target an example risk level (standard deviation of returns) of approximately 10.4%, equating to a balanced portfolio of approximately 60% equities and 40% fixed income.

- Utilizing a unitization of risk framework, risk targets are derived for each corresponding investment horizon – as the horizon lengthens beyond 10 years from retirement, the calculated risk level increases and, vice versa, as the horizon shrinks the corresponding risk level shrinks.
- Calculated risk targets associated with a specific time horizon are used to select investment portfolios from a corresponding point on the efficient frontier.
- This exercise is repeated for the Conservative and Aggressive investor, utilizing ex-ante targeted risk levels 10 years from retirement of 8.8% and 11.2%, respectively. In effect, this exercise derives the asset allocation glide path for the Conservative, Moderate and Aggressive investor.
- An investor is slowly moved from an asset-only glide path to an asset-liability or surplus glide path as the investor attains greater certainty regarding his income requirements in retirement (the liability). The investor is effectively 50% on the surplus glide path 10 years from retirement and 100% on the surplus glide path at the targeted date of retirement.

The Wilshire glide path is updated on quarterly basis to reflect the gradual de-risking of investor assets overtime. On an annual basis, Wilshire critically reviews all key assumptions and conducts an extensive peer review. As part of the annual review process, industry trends, pending regulation changes and other external factors are considered.

D16. Describe any ongoing management that is applied to the portfolios.

The Wilshire glide path is updated on quarterly basis to reflect the gradual de-risking of investor assets overtime. On an annual basis, Wilshire critically reviews all key assumptions and conducts an extensive peer review. As part of the annual review process, industry trends, pending regulation changes and other external factors are considered.

D17. Who serves as 3(38) advisor on these services?

NIA.

D18. Describe the complete participant experience for this service.

Participant may enroll online or via hardcopy. Local Retirement Specialists and PRCs are available to assist with the enrollment process. Participants will complete a five-question risk tolerance questionnaire to establish their risk. From there, we would assign one of our 42 models based on their age and how they answered the questionnaire on an annual basis, the managed account service sends communications to participants that include requests to provide updates to their risk preferences or any other changes that may affect the management of their account.

D19. Describe your methodologies in working with individual plan participants and address both the accumulation and the decumulation (participant distribution) phases.

There are no differences in the level of services based on accumulation phase vs. retirement.

D20. How do you document performance results using your methodology to the plan sponsor?

The County will have access to information on managed accounts services in their monthly, quarterly and annual reports. The data points available are the number of participants enrolled in the service for the period and year-to-date. The total number of participants and total balance in managed accounts. The reports will also show the number of participants terminating the managed accounts service for the period and year-to-date. All reports are available for all eligible plan types.

D21. Describe the plan sponsor reporting capabilities of this service.

The County will have access to information on managed accounts services in their monthly,

quarterly and annual reports. The data points available are the number of participants enrolled in the service for the period and year-to-date. The total number of participants and total balance in managed accounts. The reports will also show the number of participants terminating the managed accounts service for the period and year-to-date. All reports are available for all eligible plan types

D22. Provide 1, 3, and 5-year annualized returns for plans using your service.

We are unable to provide this aggregate information. However, participants can access 1, 3, and 5-year annualized returns for mutual funds in the County's lineup. This information is available on their participant statement and the customized website.

D23. What are the benefits to participants who utilize your managed account services?

Benefits of Nationwide ProAccount include:

- The experience of a professional investment firm to manage participants' retirement plan accounts
- In-depth research of fund selection and asset allocation
- Portfolio monitoring and refinement as market conditions change and participants get closer to retirement
- Periodic adjustments designed to help keep participants on track toward their retirement goals
- Communications and updates so participants know what's going on in their account

D24. Provide justification for the value participants receive relative to the cost for the service.

Many participants find investing challenging. As a Plan Sponsor, you know that the quality of your participants' retirement may depend on how well they manage their retirement investments now and going forward. Unfortunately, many of them are uncertain about their ability to reach their goals. For participants who are unsure about choosing investments, or who simply lack the time or the desire to do it, Nationwide ProAccount may be an appropriate choice. ProAccount is a managed account service that does the investing for them. Participants who use ProAccount experience the benefit of their investments being selected based on objective advice and institutional investing strategies.

For more information on the benefits of Nationwide ProAccount, please refer to the **Optional Services and Enhancements** section of our response.

D25. Can this service be used as a QDIA? (Yes/No) If so, would there be a fee reduction for the managed account services?

Yes. However, using ProAccount as a QDIA would not affect our pricing offer.

As part of our enhanced offer to the County, participants will be assessed a fee of up to 0.55% which is in addition to any asset or service fees they may incur through the deferred compensation plan and any management fees, charges or expenses associated with each investment option. Please see the detailed fee schedule below for our ProAccount pricing offer:

Account Balance	Service Fee
The first \$99,999.99	0.55%
The next \$150,000	0.50%
The next \$150,000	0.45%
The next \$100,000	0.40%
Assets of \$500,000 and above	0.35%

Pricing reflects the expected effect various combinations of investment products and services will have on plan asset growth.

The inclusion of both ProAccount and Target Date Retirement Funds give the County's participant's flexibility to choose options that allow them to reach their retirement goals.

D26. What census data does the County need to provide to leverage the full potential of your managed account services?

The ProAccount service can be used by participants using a minimum of the participant's age and personal tolerance for risk that is identified using a risk tolerance questionnaire.

D27. Describe how this service is integrated into the website and statements. Please provide a sample participant statement for this service.

ProAccount participants receive multiple updates throughout each year on market conditions and outlooks as well as updates to their ProAccount service. Each quarter, the participant receives an account statement that details current fund holdings and details of transactions that occurred within the quarter. In addition, the statement will show how their account portfolio is currently being managed and specific ProAccount messaging designed for current ProAccount participants.

ProAccount information is readily available on the participant website including details that describe how their account is currently being managed. Participants can provide additional information to further personalize the management of their account via the My Interactive Retirement Planner (MyIRP) tool. Usage of MyIRP will provide an optimized portfolio by reviewing the participants financial picture and retirement readiness to maximize their chances at achieving their retirement goals.

Please refer to the **Participant Communication** section of our response for a sample participant statement which includes ProAccount information.

D28. Describe how participant information is obtained/solicited to ensure one is allocated to the most appropriate portfolio (e.g., participant enters data online, meets with a representative in-person, call center, etc.).

Shortly after the enrollment, participants are sent a Welcome Kit that includes a risk tolerance questionnaire. The participant is asked to complete the questionnaire to further customize their account. When enrolling online, participants must complete the questionnaire at that time. On an annual basis, the managed account service sends communications to participants that include requests to provide updates to their risk preferences or any other changes that may affect the management of their account.

D29. How many unique portfolios would participants be potentially allocated to? Please provide a portfolio allocation for review.

There are 42 possible allocation models based on age and risk.

D30. Describe in detail what factors are considered, and their respective weighting, when calculating a specific allocation for a participant. For example, a participant's risk tolerance, savings outside the DC plan, participation in a DB plan, health considerations, etc.

Participants will complete a five-question risk tolerance questionnaire to establish their risk. From there, we would assign one of our 42 models based on their age and how they answered the questionnaire.

D31. Describe how your managed account service makes contribution recommendations.

Nationwide ProAccount does not make contribution recommendations.

D32. Is there a call center available to assist participants with managed account questions? (Yes/No) Are representatives licensed? (Yes/No) If so, please describe.

Yes.

Yes. All CSRs are required to maintain a FINRA Series 6 License. For managed account questions, participants are routed to our Retirement Resource Group, where representatives are required to maintain a FINRA Series 65 License.

D33. Is the amount of revenue received by your organization for managed accounts disclosed on both the 408(b)(2) and the 404(a)(5), or equivalent disclosure? (Yes/No)

Yes. Although governmental plans are not subject to ERISA fee disclosure requirements, Nationwide provides plan sponsor level fee disclosures modeled after the requirements of ERISA 408(b)(2) via our Plan Sponsor website. Plan Sponsors are able to view all fees associated with their retirement plan from these four categories: Gross Expense Ratios, Mutual Fund Service Fee Payment information, Redemption Fees, and Recordkeeping fees. A fee explanation guide is available to assist in understanding what is included in the fees associated with your Plan. Options to print and view historical Plan Sponsor Fee Disclosures are available as well.

If you choose to offer access, participants can currently view a Comparative Chart of Investment Options and Annual Operating Expenses modeled upon the corresponding portion of the 404(a)(5) fee disclosure requirements. We anticipate providing additional disclosures modeled upon the remaining aspects of the 404(a)(5) disclosures for our public sector clients in 2018.

SDBAs

D34. Do you offer self-directed brokerage services? (Yes/No)

Yes. In collaboration with Charles Schwab, Nationwide offers participant access to Schwab's Self-Directed Option, the Personal Choice Retirement Account (PCRA). We have developed an informational kit in conjunction with Schwab that provides all the forms required to enroll in the service and establish an account with Schwab. Our Retirement Specialists are trained on the Schwab PCRA service and can assist participant with questions and completing the forms.

Schwab will consult with the County to customize the securities available to your participants from the following options:

- Any or all mutual funds
- Any stock listed on the major U.S. exchanges, including over the counter ("OTC") securities and ETFs
- Equities - OTC Bulletin Board securities
- Equities - Pink Sheet securities
- Taxable fixed income securities
- Tax-Exempt fixed income securities
- Tax exempt funds/securities only
- Foreign securities
- Exchange traded Limited Partnerships
- Company stock
- Non-speculative option contracts (covered calls, protective puts)

Participants enrolling in the Schwab SDBO option will be assessed a start up fee of \$50 and, starting on the first anniversary, an annual \$50 maintenance fee in addition to any fees assessed by Schwab.

Please refer to the **Optional Services and Enhancements** section of our response for more information.

D35. What institutions do you support?

One. Charles Schwab.

D36. What fees are associated with opening a brokerage account?

Fee	Amount
Initiation	\$50
Annual Administrative	\$50

Fees are in addition to charges assessed by Charles Schwab.

Please refer to the **Optional Services and Enhancements** section of our response for a PCRA Pricing Summary

D37. Could this service restrict usage to only account balances over a minimum value determined by the County?

Yes. Participant minimum balance is an option set at the plan level. Participants cannot transfer funds to their PCRA if they do not have enough savings to meet the minimum balance and transfer requirements established by the County. In the event that a participant has a PCRA, and their account balance drops below the minimum level, they will be restricted from making further transfers until the minimum level is once again met. Typically, Plan Sponsors requires a minimum balance of \$10,000.

D38. Do you require participants to maintain minimum balances in the “core” menu to utilize the SDBA service? (Yes/No)

No. The Plan Sponsor may make this determination.

D39. What information do you provide participants on linked brokerage accounts?

Nationwide’s participant statements report the total assets in the Schwab PCRA option as of the end of the reporting period. For specific information on trading activities participants may refer to their Schwab PCRA statement.

We have provided a sample PCRA Statement within the **Optional Services and Enhancements** section.

Quarterly Plan Sponsor statements include the beginning and ending balance for the quarterly reporting period. The total number of PCRA accounts and an updated total PCRA balance is available on the Plan Sponsor website.

D40. Is your recordkeeping fee assessed against assets held in self-directed accounts? (Yes/No)

Yes.

D41. What information is displayed on participant fee disclosures regarding self-directed accounts?

Participants using self-directed accounts are provided with a separate quarterly statement from

Charles Schwab which includes fee disclosures.

Please refer to the **Optional Services & Enhancements** section of our response for sample PCRA statements and fee disclosures.

Fund Additions / Changes / Designating QDIAs

D42. Describe how your firm handles participant notices relating to investment changes?

Nationwide will communicate the changes to the participant, yet we encourage the County to provide input and review the communication materials with us.

D43. Describe your firm's fund change process.

Funds can be added or removed during any of our periodic release dates scheduled throughout the year, typically one per month. Nationwide is willing to work with the Plan Sponsor if a fund change is required outside of our standard schedule.

D44. Is there a limit to the number of fund changes that can be made without incurring additional fees?

No. Fund changes can be made at the County's request. Nationwide has agreements in place with over 200 fund houses. Additionally, we are willing to establish agreements with fund houses and investment products that are not currently available through our platform, at no additional fee.

D45. Post conversion, are you willing to add funds if a trading agreement isn't already in place?

Yes.

a. Are there any restrictions regarding adding new funds to your platform?

Assuming Nationwide is able to establish agreements with fund houses and investment products that are not currently available through our platform, there are no restrictions.

b. How long does it take to add or remove funds from the County's investment platform?

Funds can be added or removed during any of our periodic release dates scheduled throughout the year, typically one per month. Nationwide is willing to work with the Plan Sponsor if a fund change is required outside of our standard schedule.

D46. Operationally, are there any limits to what a plan sponsor can designate as the QDIA?

No.

Revenue Sharing

D47. Describe how your firm handles revenue sharing received from fund families.

We are able to return all excess revenue to the Plan Sponsor on a quarterly or annual basis. We can also credit excess revenue directly to participant accounts at the Plan Sponsor's direction.

D48. How do you communicate to advisors and plan sponsors when revenue sharing agreements are renegotiated (i.e., increase or decrease in revenue sharing) and/or when lower cost share classes become available on the platform?

This is not typically communicated to the advisors or Plan Sponsors unless a specific agreement is

in place to do so.

D49. Does your platform permit revenue sharing to be credited back at the participant level – specifically to those participants that held the fund where revenue sharing was received?

Yes. We are able to return all excess revenue to the Plan Sponsor on a quarterly or annual basis. We can also credit excess revenue directly to participant accounts at the Plan Sponsor's direction.

D50. Are there additional fees associated with this pricing methodology?

No.

D51. How is levelized pricing shown on participant statements?

Participant statements include a line item labeled "Fund Reimbursement" including effective date and amount.

D52. How is levelized pricing shown on the participant website?

The Participant website include a line item labeled "Fund Reimbursement" including effective date and amount.

D53. What is the frequency participant accounts are credited with revenue sharing reimbursements?

Quarterly.

D54. Where is the revenue sharing held until it's credit back to participants' accounts?

Revenue sharing is held in a suspense account until it is credited back to participant accounts.

D55. Does the plan earn interest on these dollars while they are waiting to be credited back to participants?

No.

D56. What happens when a participant leaves the plan prior to receiving their rebate?

The rebate amount is applied on a pro-rata basis to all active accounts at that time.

Excessive Trading / Trade Errors / STRFs

D57. Describe the process for correcting trade errors?

If an error or delay occurs in the processing of any transaction, the corrections are made as of the date of the participant's original request. If the error is due to a mistake on the part of Nationwide, the correction will be processed at our expense. These errors can be reported to the Plan Sponsor, if desired.

D58. Describe how your platform notifies a participant when a trade is being placed that a redemption fee will apply? Is any other information provided to participants about redemption fee transactions? (Yes/No)

Participants using the website will receive a message that redemption fees may apply when applicable, and a description of the redemption fees is provided. Information on avoiding the fee is included in the message. CSRs also provide redemption fee information when trades are made via

phone.

Yes. Our website and CSRs notify participants of possible redemption fees, allowing participants to make informed decisions regarding charges associated with trades and transfers.

D59. Does your system flag equity wash rule violations? (Yes/No) If so, can it accommodate a waiver for funds utilized in a custom portfolio? (Yes/No)

Yes.

Yes.

Preferred Lineup

The County's preferred lineup is listed below:

Fund Name	Ticker
BlackRock Equity Index - Collective M	02cff1
Alger Spectra Z	aspzx
Columbia Dividend Income Inst3	cddyx
BlackRock MidCap Idx - Collective M	03cff2
BlackRock Russell 2000 Index Coll M	03cff3
Hennessy Focus Institutional	hfcix
Nicholas Limited Edition I	nclex
Janus Henderson Small Cap Value N	jdsnx
Ivy International Core Equity N	iincx
BlackRock EAFE Equity Index Coll F	10cff5
Oppenheimer Developing Markets I	odvix
Fidelity Advisor Real Estate Income I	frirx
Franklin Utilities R6	fufrx
Oakmark Equity And Income Investor	oakbx
BlackRock US Debt Index Fund Coll W	04cff4
Virtus Seix Total Return Bond R6	samzx
Templeton Global Bond R6	fbnrx
Fresno County Stable Value	fressv
Great-West Lifetime 2015 Trust	grwl15
Great-West Lifetime 2020 Trust	gw2020
Great-West Lifetime 2025 Trust	grwl25
Great-West Lifetime 2030 Trust	gw2030
Great-West Lifetime 2035 Trust	grwl35
Great-West Lifetime 2040 Trust	gw2040

Great-West Lifetime 2045 Trust	grwl45
Great-West Lifetime 2050 Trust	gw2050
Great-West Lifetime 2055 Trust	grwl55

D60. Are all the above funds available on your platform? (Yes/No) If not, please identify.

Yes.

D61. Provide expense ratio and revenue sharing currently in place for the plan's preferred lineup in the table provided above.

Please refer to the **Investment Information** section of our response for the requested information.

D62. Does your platform offer cheaper share classes of these funds? (Yes/No) If yes, clearly indicate where applicable.

Yes. The following funds from your preferred lineup are available on our platform with a cheaper share class:

Fidelity Advisor Real Estate Income Fund - Institutional Class (Class Z is 10 basis points cheaper)
Alger Spectra Fund - Class Z (Class Y is 5 basis points cheaper)

D63. Does your firm have a financial relationship with any of the investment options requested in the preferred lineup table? (Yes/No) If so, please describe.

Yes. As your current provider, Nationwide has agreements in place with all investment options currently offered to the County.

D64. If the Plan were to make available a high-yield bond fund, what type of disclosures and or pop-ups could your platform support to better inform a participant about the risk associated with this investment on your website and enrollment materials?

The following disclosure is embedded in our website on fund performance pages where a high-yield bond fund would be found:

High Yield Funds: Funds that invest in high-yield securities are subject to greater credit risk, liquidity risk, and price fluctuations than funds that invest in higher-quality securities. The prices of high-yield bonds tend to be more sensitive to adverse economic and business conditions than are higher-rated corporate bonds. Increased volatility may reduce the market value of high yield bonds. They are also subject to the claims-paying ability of the issuing company.

E. Trust / Custody Services

General

E1. For the Trust/Custody services you propose, what is the name of the provider, the total number of years that they have been in operation, and the assets under custody, as of December 31, 2018?

Nationwide offers directed trustee (non-discretionary) or custodial services through the Nationwide Trust Company, FSB, a limited purpose trust bank, hereinafter referred to as "NTC."

- a. **How long have you been working with this company? If under 3 years, please describe the circumstances around your decision to change custody providers.**

Since 1998.

- b. **What are the total public sector DC assets, as of December 31, 2018?**

\$126.2 Billion

- c. **Are there any restrictions by investment type that pertain to your custodial services? (Yes/No) If yes, what?**

Yes. Custodial services for mutual funds are limited to mutual funds that are traded through the National Securities Clearing Corporation (NSCC).

- E2. Confirm that you will custody outside investment funds, including the County's current Collective Investment Trusts.**

Confirmed. NTC will trustee non-proprietary mutual funds, commingled trusts and separate accounts when Nationwide is recordkeeping the assets.

- E3. Please fully describe your check distribution process, including frequency. Are you able to rush off-cycle checks for special situations? If so, are there additional fees for rush services?**

Once a participant has submitted the appropriate form in good order, Nationwide will process the request and issue a check or ACH distribution typically within one business day. If overnight delivery of a check is requested, a \$25 fee is applicable.

- E4. Will the County be required to execute a separate custodial agreement with your custodial trustee or will the custodial trustee services be part of the contract with the County?**

Yes. A separate agreement would be required for the trustee or custodial services offered through NTC.

F. Additional Services

Roth 457

- F1. The County is planning on offering ROTH 457. Please describe your platform's capabilities regarding ROTH administration.**

Nationwide offers an optional Roth 457 money type to Plan Sponsors. The Roth option is available for 457(b), 401(k) and 403(b) IRS plan types and may include key capabilities such as:

- Ability for participant to make Roth contribution elections via paper or online
- Make Roth contributions via post-tax payroll deduction
- Rollover/transfer-in assets from another Roth account to NRS
- Request various forms of distribution from Roth assets

The Roth solution includes standard functionality applicable to 457, 401(k) and 403(b) plans such as exchanges, ability to reallocate and set automatic asset rebalancing, etc.

F2. Would participants be able to allocate ROTH source money differently than pre-tax deferrals?

Yes.

F3. Does your platform offer ROTH in-plan conversions? (Yes/No) If yes, describe the process, including applicable tax reporting.

Yes.

F4. Would participants be able to roll qualified ROTH assets into the County's Plan?

Yes.

Important Disclosures

Nationwide Guaranteed Fund

The objective of the Nationwide Guaranteed Fund is to provide a low-risk, competitive-option for participants. The Nationwide Guaranteed Fund seeks to achieve a competitive return, consistent with, and providing for, preservation of capital, credit quality, liquidity to pay plan benefits, and reasonable tracking of interest rates. Stability and consistency while providing a competitive return are key attributes.

Although the Nationwide Guaranteed Fund currently does not have any explicit asset management charges, Nationwide Life's compensation is derived from the difference between what NLIC earns on investments and what it credits to participants. Costs and expenses (such as plan charges and any expense credits issued to the Plan, including Nationwide Life's compensation) are reflected in the crediting rate. The crediting rate is determined by the investment return earned on Nationwide Life's portfolio, reduced by expenses (including compensation to Nationwide Life).

Market Value Adjustment

If the County terminates the Guaranteed Fund contract and withdraws its assets in a lump sum, a Market Value Adjustment ("MVA") may apply. The MVA is the amount that Nationwide Life Insurance Company ("NLIC"), an affiliate, determines would be the net capital loss, if any, resulting to NLIC if investments were liquidated to satisfy the lump sum withdrawal. The MVA would be calculated using NLIC's current procedures applicable to all contracts of this type and class at the time of withdrawal. If the County withdraws its assets over a 60 – month period (5 years) instead of in a lump sum, the MVA would not apply. There are no fees associated with early withdrawal at the participant level.

Endorsements

Nationwide Retirement Solutions (Nationwide) makes payments to The United States Conference of Mayors and its affiliate United States Mayors Enterprises (collectively USCM) for the value of the use of USCM's logo, its exclusive endorsement of Nationwide's products and services, and the services that USCM performs generally for all its members related to Nationwide's products and services. More detail about these payments is available at www.nrsforu.com.

Mutual Fund Service Fee Payments

Nationwide Retirement Solutions, Inc. and its affiliates (Nationwide) offer a variety of investment options to public sector retirement plans through variable annuity contracts, trust or custodial accounts. Nationwide may receive payments from mutual funds or their affiliates in connection with those investment options. Additionally, Nationwide may enter into arrangements to allocate all or a portion of these payments to plan sponsors for plan expenses. For more detail about the payments Nationwide receives, please visit www.nrsforu.com

NIA / ProAccount

Nationwide Investment Advisors, LLC (NIA) provides investment advice to plan participants enrolled in Nationwide ProAccount. NIA is an SEC-registered investment adviser and a Nationwide affiliate.

NIA assesses participants an asset-based fee for the managed account services.

When applicable, retirement products are offered by Nationwide Trust Company, FSB, or Nationwide Life Insurance Company.

NIA / My Investment Planner

The Risk Tolerance Questionnaire and the investment selections for NIA Advice Portfolios are provided to Nationwide Investment Advisors, LLC (NIA) by Wilshire®. Investors are responsible for implementing and maintaining the suggested allocations. Wilshire is a service mark of Wilshire Associates Incorporated, which is not an affiliate of NIA or Nationwide.

Personal Retirement Counselor

Nationwide offers access to the Retirement Resource Group through our affiliate NSLLC and the products and services offered by NSLLC are separate and distinct from the third-party plan administration services that are provided by Nationwide.

Securities and advisory services offered through Nationwide Securities, LLC, member FINRA, SIPC and a Registered Investment Advisor, Columbus, OH. DBA Nationwide Advisory Services, LLC. In AR, CA, FL, IL, NY, TX and WY. NSLLC is an affiliate of Nationwide. The products and services offered by NSLLC are separate and distinct from the third-party plan administration services that are provided by Nationwide.

COST PROPOSAL



Cost Proposal

Fee Quote #1

- Proposed pricing should be provided both as a flat dollar per participant as well as a percentage of assets
- Proposers should base pricing on assets listed in the plan information tables and should incorporate all services requested in the “Scope of Work” section.

	Per Participant	As a Percentage of Assets (bps)
Three Year*	\$43	10 bps
Five Year*	\$43	10 bps
Five Years (no extension option)	\$43	10 bps

*Three and Five year contract quote to include two 1-year extension option

Fee Quote #2: Proprietary Stable Value Product

Scoring for this RFP will be based on proposed pricing for the Plan’s current menu shown in the Investments section of the “Vendor Response” section. For informational purposes, the County would also like to gather pricing inclusive of your proprietary stable value.

Bidder acknowledges that The County will only consider proposals which include:

- 1) A stable value/collective trust investment with at least \$500 million in pooled assets and a minimum of a three-year performance track record
 - a. Termination provisions must be no greater than a 12-month put that will be liquidated at book value.
 - b. The stable value product may not contain any market value adjustment or installment payout provision, or
- 2.) A 1940 Act money market option.

Any pricing scenarios presented that do not meet this criteria will not be considered or scored.

Please complete the table below:

Please see our quote on the following page:

Proprietary Offer #1:

Proprietary offer #1 requires the use of the Nationwide Guaranteed Fund with 12-month put.

	Per Participant	As a Percentage of Assets (bps)
Three Year*	\$34	8 bps
Five Year*	\$34	8 bps
Five Years (no extension option)	\$34	8 bps

***Three and Five year contract quote to include two 1-year extension option**

1. Describe the proprietary product being used in fee quote #2 including the following:

- a. Provide all details specific to the termination provisions? Termination provisions must be no greater than a 12-month put that will be liquidated at book value. The product may not contain any market value adjustment or installment payout provisions.**

If the County terminates the Nationwide Guaranteed Fund contract and withdraws its assets in a lump sum, a 12-Month Put may apply.

- b. What is the current crediting rate?**

2.15% for the second quarter of 2019.

- c. What are the minimum and maximum crediting rates?**

The Guaranteed Minimum Interest Rate is 0.00%.

2. Are any service offerings contingent on the use of the proprietary product? (Yes/No)

No.

3. The County would like the following contingent language included in the service agreement if they choose to utilize a proprietary product:

If, at any time during the contract period the County determines that the proprietary product no longer satisfies requirements of the Investment Policy Statement, the County may elect to replace the fund as an investment option with no change to the compensation provided for under the agreement for the remaining term of the agreement.

Nationwide Confirms.

Proprietary Offer #2:

Proprietary offer #2 requires the use of the Nationwide Guaranteed Fund with a staggered put as the Stable Value Option and assumes the mapping of Great-West Lifetime Target Date assets into The American Century One Choice Target Date (Class A) Suite.

	Per Participant	As a Percentage of Assets (bps)
Three Year*	\$30	7 bps
Five Year*	\$30	7 bps
Five Years (no extension option)	\$30	7 bps

***Three and Five year contract quote to include two 1-year extension option**

1. Describe the proprietary product being used in fee quote #2 including the following:

- a. Provide all details specific to the termination provisions? Termination provisions must be no greater than a 12-month put that will be liquidated at book value. The product may not contain any market value adjustment or installment payout provisions.**

If the County terminates the Nationwide Guaranteed Fund contract and withdraws its assets in a lump sum, the contract will liquidate at book value based on the following schedule:

Market / Book Value	Payout Schedule
≥ 100%	Immediate
99.0% - 99.9%	1 year
98.0% - 98.9%	2 years
97.0% - 97.9%	3 years
96.0% - 96.9%	4 years
Under 96%	5 years

- b. What is the current crediting rate?**

2.40% for the second quarter of 2019.

- c. What are the minimum and maximum crediting rates?**

The Guaranteed Minimum Interest Rate is 0.00%.

2. Are any service offerings contingent on the use of the proprietary product? (Yes/No)

No.

3. The County would like the following contingent language included in the service agreement if they choose to utilize a proprietary product:

If, at any time during the contract period the County determines that the proprietary product no longer satisfies requirements of the Investment Policy Statement, the County may elect to replace the fund as an investment option with no change to the compensation provided for under the agreement for the remaining term of the agreement.

Nationwide Confirms.

Fee Payment Methods

4. Using a per-participant pricing model, would your platform support a tiered system (e.g., participants with account balances from \$1-\$5,000 pay “x”, participants with account balances from \$5,001-\$25,000 pay “y”, and participants with balances over \$25,000 would pay “z”? (Yes/No) If yes, please describe how this would work on your platform and describe any limitations the County would need to be aware of as they developed a “fee tier schedule”.

No.

5. Would your platform allow the County to assess a specific line-item fee to cover internal—County specific—plan related expenses? (Yes/No) If yes, how would this appear on participant statements and the website?

Yes.

6. Would the County be able to assess plan related fees (using a formula similar to that described in question G4) to assets held in the SDBA? (Yes/No)

No.

Participant Initiated Service Fees

7. Provide a complete list of non asset based fee assessed to participants. For Example, loans, QDRO, distributions, wire transfers, etc. Expand the table if necessary.

Service Fee (\$) Terminated Distribution	\$0
In-Service Distributions	\$0
Hardship Distribution	\$0
Minimum Required Distribution	\$0
Installments (following first payment)	\$0
Mandatory Distributions (Force Outs)	\$0
Loan Initiation	\$50
Loan Maintenance	\$50 annually while loan is outstanding
Loan Insufficient Funds Fee	\$25
Loan Default Fee	\$50 at occurrence, \$50 annually while defaulted
Expedited Distributions (ACE or EFT)	\$0
Roll-in processing	\$0
QDRO Qualification	\$0
QDRO Processing	\$0
1099's	\$0

Plan Sponsor Fees

8. Provide a complete list of plan sponsor related fees. For example, de minimis IRA sweeps, ad hoc reporting, account processing, plan document maintenance and amendments, legal support (as it relates to plan document compliance questions), etc.:

Model Rebalancing (if applicable)	Included
Participant Notice Creation (QDIA, 404a5, etc.)	Included
Participant Notice Delivery	Included
Lost participant location services	Included
Quarterly Statement Delivery	Included
Communication campaign material	Included
Audit Support	Included
Plan Document Generation	Included*
Plan Document Maintenance	Included*
Ad Hoc Report Requests	Included

**Plan Document generation and maintenance is included if the County chooses to use Nationwide's Prototype Plan Document.*

Fees For Other Services

9. Provide details on all the fees associated with your SDBA service:

Self Directed Brokerage Option	
SDBO Initiation Fee	\$50
SDBO Maintenance Fee	\$50 annually

Fees are in addition to charges assessed by Charles Schwab.

Please refer to the **Optional Services and Enhancements** section of our response for a PCRA Pricing Summary

10. Provide a list of all fees associated with your de minimis IRA services: Services

De Minimis IRA Service	Fee (\$)
De Minimis Tracking and Processing	Included

11. Provide a summary of fees associated with your proposed managed accounts services.

As part of our enhanced offer to the County, participants will be assessed a fee of up to 0.55% which is in addition to any asset or service fees they may incur through the deferred compensation plan and any management fees, charges or expenses associated with each investment option. Please see the detailed fee schedule below for our ProAccount pricing offer:

Account Balance	Service Fee
The first \$99,999.99	0.55%
The next \$150,000	0.50%
The next \$150,000	0.45%
The next \$100,000	0.40%
Assets of \$500,000 and above	0.35%

Pricing reflects the expected effect various combinations of investment products and services will have on plan asset growth.

12. If offered, summarize fees associated with County employees receiving comprehensive financial planning services?

Included.

13. Does the fee proposal provided cover all travel related expenses from ALL employees over the course of the contract? (Yes/No)

Included.

14. Please identify any additional service offerings not covered in this RFP along with their associated fees.

All service offered to the County have been identified in our response.

15. If required by the County, would you document in writing all sources of revenue received by your firm, and any affiliated organizations, resulting from being awarded this contract? (Yes/No)

Yes.

CHECKLIST



CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included are important requirements the bidder is responsible to submit with the RFP package in order to make the RFP compliant.

Check off each of the following (*if applicable*):

1. X Signed cover page of Request for Proposal (RFP).
2. X Check <http://www.FresnoCountyCA.gov/departments/internal-services/purchasing/bid-opportunities> for any addenda.
3. X Signed cover page of each Addendum.
4. X Provide a Conflict of Interest Statement.
5. X Signed *Trade Secret Form* as provided with this RFP (Trade Secret Information, if provided, must be electronically submitted in a separate PDF file and marked as Confidential).
6. X Signed *Criminal History Disclosure Form* as provided with this RFP.
7. X Signed *Participation Form* as provided with this RFP.
8. X The completed *Reference List* as provided with this RFP.
9. X Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
10. X Bidder's proposal, in PDF format, electronically submitted to the Bid Page on Public Purchase.

Return Checklist with your RFP response

PLAN SPONSOR COMMUNICATION



COUNTY OF FRESNO GAUGING SUCCESS REPORT





Gauging Success

PLAN REVIEW Fresno County, CA

As of March 31, 2019



WELCOME

Our goal is to help you objectively evaluate your plan's performance and how it performed against other plans like yours. Since Nationwide Retirement Solutions is one of the largest 457 providers in the industry we are in the unique position of being able to compare your plan to many others.

By comparing the current year information to previous years, you can see how your plan is performing, where your educational efforts are working, and what areas offer opportunities for additional improvement.

The "Peer Group" comparisons used in this report are based on NRS cases, within your state, with assets of:

\$100 million - \$1 billion

Table of Contents

3	Executive Summary
4	Plan Participation
5	Plan Assets
6	Plan Contributions
7-8	Summary
9-20	Appendix

Retirement Specialists are registered representatives of Nationwide Investment Services Corporation, member FINRA. The information they provide is for educational purposes only and is not legal, tax or investment advice.

Nationwide, the Nationwide N and Eagle, and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company.

Nationwide Retirement Solutions, Inc. and Nationwide Life Insurance Company (collectively "Nationwide") have endorsement relationships with the National Association of Counties, the International Association of Fire Fighters-Financial Corporation and the National Association of Police Organizations. More information about the endorsement relationships may be found online at www.nrsforu.com.

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EXECUTIVE SUMMARY

Plan Contribution Limits for 2019

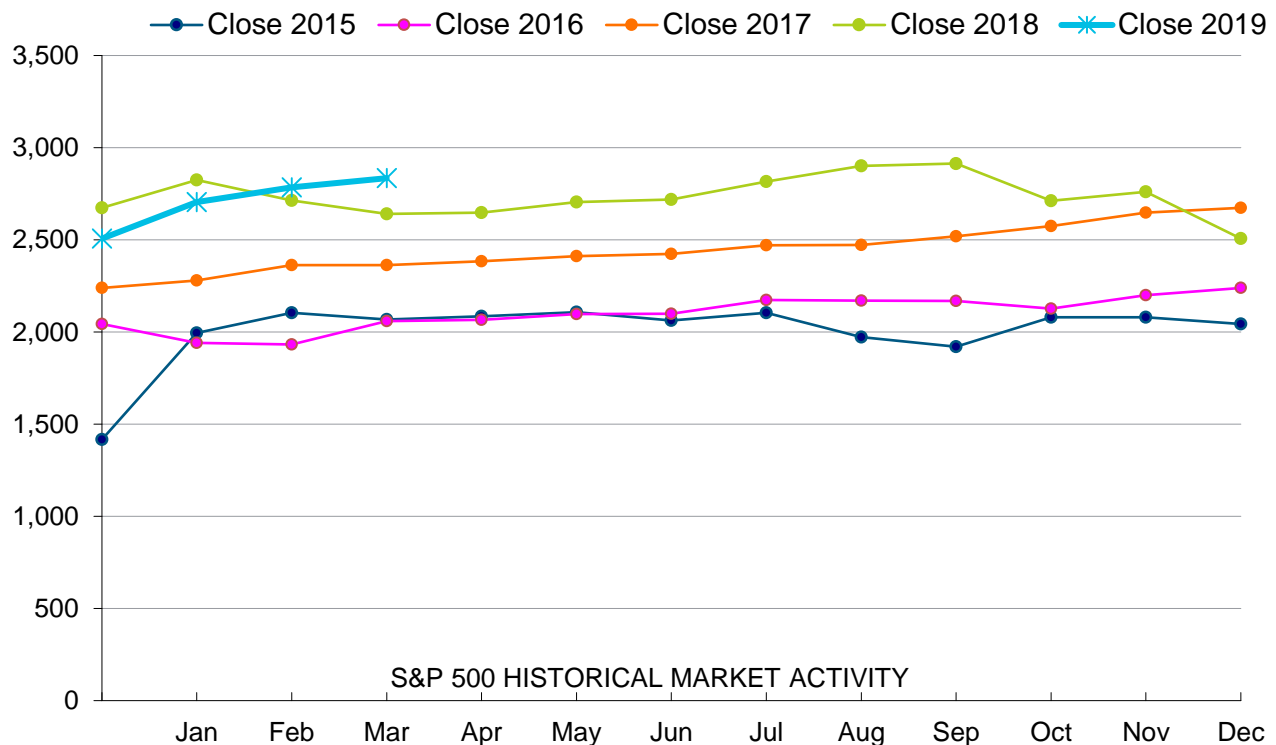
Regular Limit:	\$19,000
50+ Catch-Up:	\$25,000
3-Year Catch-Up:	\$38,000

Quick Plan Facts

	Actual as of 03/31/19	% Chng from 1 year ago
Total Participant Count	6,388	8.5%
Total New Enrollments YTD Count	205	39.5%
Total Plan Assets (millions)	\$259.04	5.1%
Total Deferrals YTD (millions)	\$2.82	6.3%
Total Rollovers-In YTD (thousands)	\$54.78	-22.7%
ProAccount Assets (thousands)	\$19,115.50	43.3%
ProAccount Participant Count	552	33.7%

Market Activity

S&P 500 CHANGE YTD: 13.1%



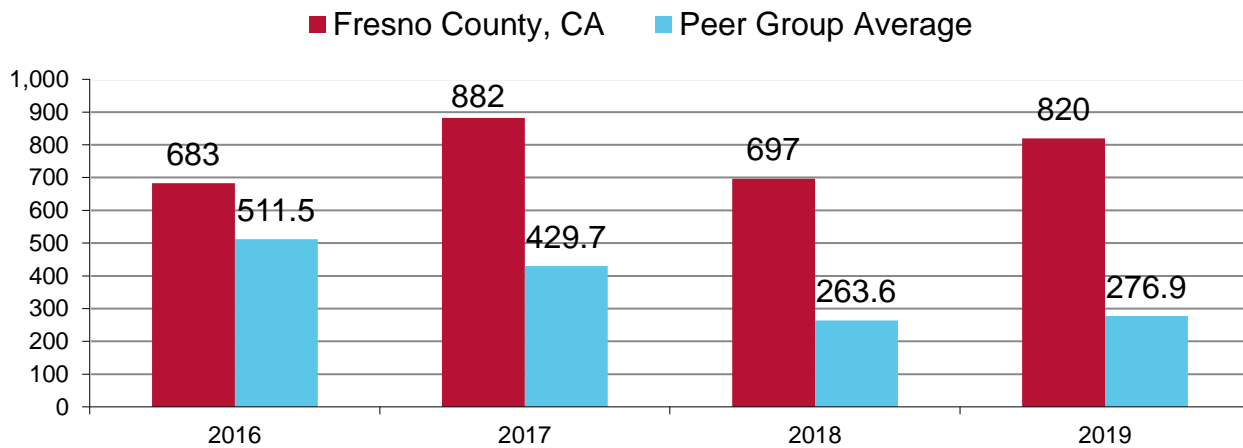
The 500 companies included in this index are selected by the S&P Index committee; a few of the mitigating factors are market size, industry representation and liquidity. This index is designed to be an overall indication of the United States stock market. The 500 securities represent approximately 75% of the total market value of all U.S. stocks.

PLAN PARTICIPATION

Participant Status	12/31/16	12/31/17	12/31/18	3/31/19	% Chng from 1 year ago
# of Participants Actively Deferring	3,030	3,533	3,730	3,850	7.6%
# of Inactive Participants*	1,843	1,955	2,152	2,186	9.5%
# of Participants in Payout	271	309	353	352	12.8%
Total Participants	5,144	5,797	6,235	6,388	8.5%

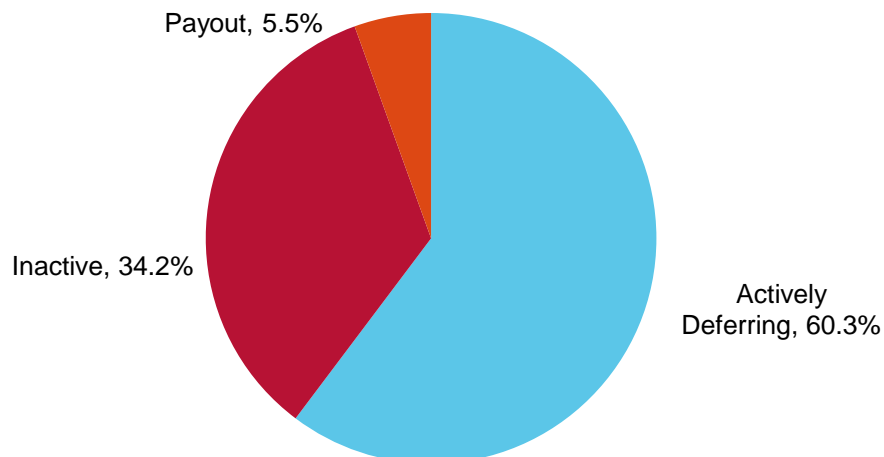
* Inactive participants are those with a balance, not deferring and not in payout

New Participant Count



2019 numbers are annualized

Total Participants as of 03/31/19

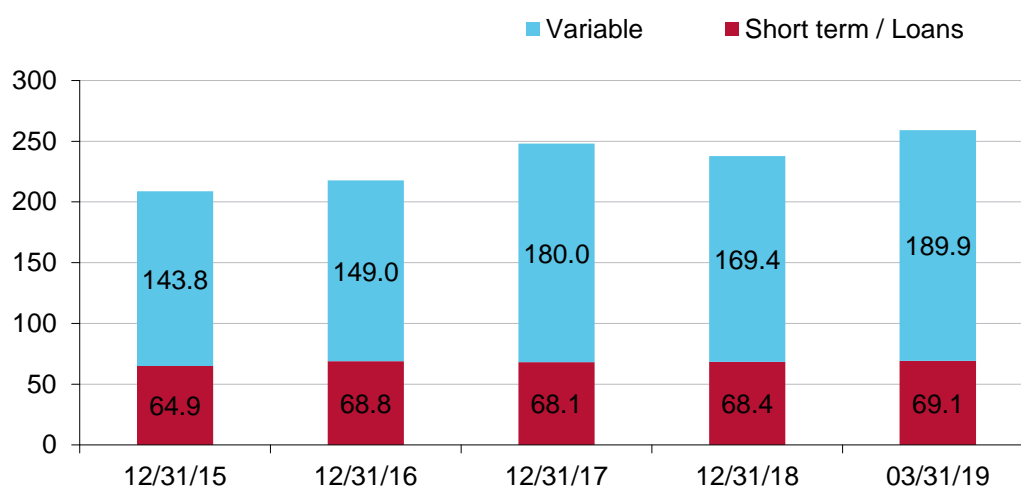


PLAN ASSETS

Total Plan Assets (Millions)

	12/31/15	12/31/16	12/31/17	12/31/18	3/31/19	% Chng from 1 year ago
	\$208.7	\$217.8	\$248.0	\$237.8	\$259.0	5.1%

Plan Assets Summary (Millions)



Plan Assets by Investment Class (Millions)

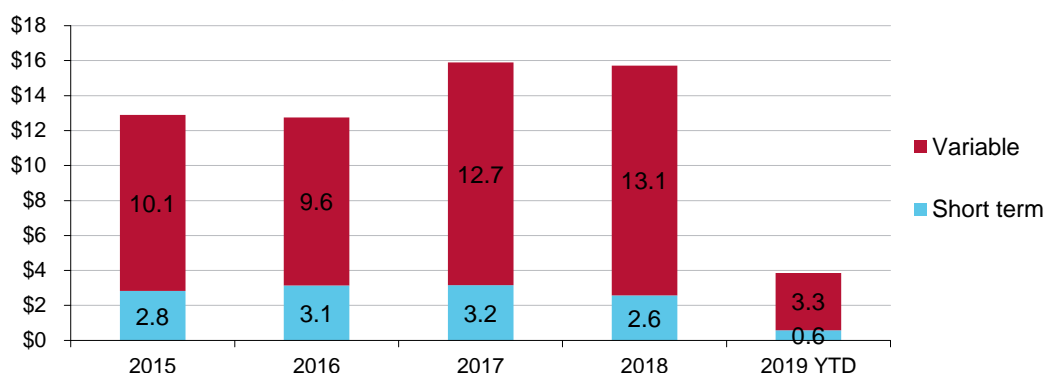
Investment Class	12/31/17	12/31/18	03/31/19	% of Total
Asset Allocation	\$21.28	\$23.44	\$26.99	10.4%
International	\$15.60	\$13.40	\$14.82	5.7%
Small Cap	\$10.42	\$10.46	\$11.30	4.4%
Mid Cap	\$14.11	\$12.52	\$14.10	5.4%
Large Cap	\$102.15	\$93.18	\$104.82	40.5%
Balanced	\$2.41	\$1.94	\$2.10	0.8%
Bonds	\$8.86	\$10.18	\$11.01	4.3%
Short term	\$63.22	\$63.31	\$63.85	24.7%
SDO	\$0.00	\$0.00	\$0.00	0.0%
Specialty	\$5.17	\$4.24	\$4.79	1.8%
Loan	\$4.84	\$5.10	\$5.25	2.0%
Total	\$248.05	\$237.78	\$259.04	100.0%

PLAN CONTRIBUTIONS

Total Contributions by Year (Millions)

	2015	2016	2017	2018	2019 YTD	% Chng from 1 year ago
Deferrals	\$7.4	\$8.6	\$10.2	\$11.6	\$2.8	6.3%
Rollovers-In	\$1.1	\$0.7	\$1.5	\$0.7	\$0.1	-22.7%
Other	\$4.4	\$3.5	\$4.3	\$3.4	\$1.0	30.0%
Total	\$12.9	\$12.8	\$15.9	\$15.7	\$3.9	10.9%

Plan Contributions Summary (Millions)



Plan Contributions by Investment Class (Thousands)

Investment Class	2017	2018	2019 YTD	% Total
Asset Allocation	\$4,059.30	\$4,604.88	\$1,166.09	30.2%
International	\$1,107.23	\$1,365.30	\$332.40	8.6%
Small Cap	\$618.55	\$828.33	\$181.64	4.7%
Mid Cap	\$920.21	\$952.85	\$199.13	5.2%
Large Cap	\$4,790.41	\$4,166.15	\$1,138.85	29.5%
Balanced	\$70.47	\$99.86	\$18.44	0.5%
Bonds	\$808.52	\$758.54	\$180.00	4.7%
Short term	\$3,161.64	\$2,584.11	\$585.66	15.2%
SDO	\$0.00	\$0.00	\$0.00	0.0%
Specialty	\$359.24	\$351.11	\$58.48	1.5%
Loan	\$0.00	\$0.00	\$0.00	0.0%
Total	\$15,895.56	\$15,711.13	\$3,860.70	100.0%

IN SUMMARY

This report contains valuable information and insights about your plan. Now it is time to take action! Here are some suggestions to get you started:

1. Identify your top three areas of focus.
2. Consider which of the following suggestions would work best for your plan:

- ☐ Educational Workshops for your employees
- ☐ Additional 1-on-1 meetings with your Representative
- ☐ Benefit Fairs
- ☐ Open Enrollment
- ☐ Employer communication options
(e.g. emails, staff meetings...)
- ☐ Other _____

3. Discuss your plan with your Nationwide Representative.

We look forward to working with you to bring even greater value to your employees through deferred compensation.

YOUR PROVEN PARTNER

When you're one of the leaders in the industry, you're called to a higher standard. Nationwide's position as an industry leader stems from nearly 40 years in service to public sector retirement plan administrators like you.

Over the years, we have maintained our industry leadership position by being one of the top providers of record-keeping, sales and marketing services to public sector retirement plans in terms of number of clients served and range of assets under management. Here's why:

- Our average client tenure is 19 years
- We partner with more than 7,700 clients * and have a 99% plan retention rate
- We provide education and service to more than 1.7 million participants *
- We manage over \$98 billion in assets *
- We have been featured in the top 10 most trusted companies for privacy by TRUSTe and Ponemon Institute *for the past nine years.*
- We offer recordkeeping, administration and investment products for:
 - 457(b) Deferred compensation plans serving city, county, special district and state employees
 - 401(a) and grandfathered 401(k) Defined employer-contribution plans serving city, county, special district and state employees
 - PEHP® Tax-free investment plan for post-employment health care expenses

Most importantly, *we are proud to serve you and your plan* through our representatives in the field and in our home office.

What does all this mean to you? Our tenure, our legacy, our service and our people make us uniquely qualified to handle your retirement plan needs. This **Gauging Success** report is just one of the ways that we work with you to understand both your needs as an administrator and your employees' needs for planning for their retirement.

*As of 03/31/19

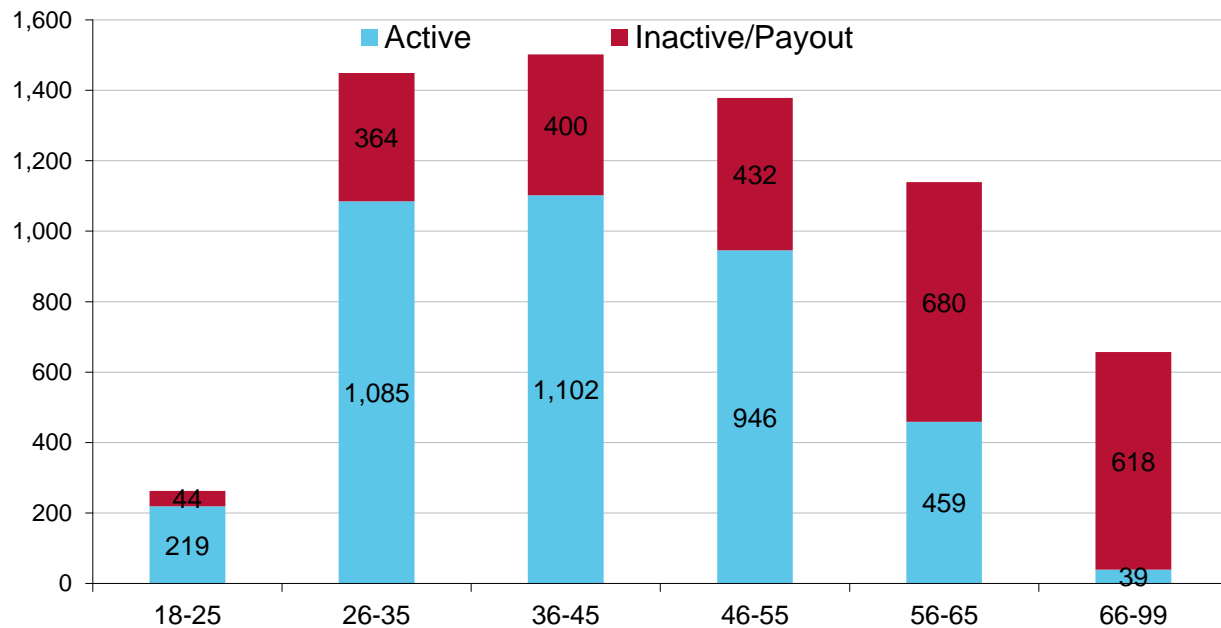
APPENDIX

PLAN PARTICIPATION

Participant Counts by Age as of 03/31/19

Age Group	Total Participant Count	Male Participant Count	Female Participant Count	Actively Def Participant Count	Inactive / Payout Count
18-25	263	124	139	219	44
26-35	1,449	616	833	1,085	364
36-45	1,502	670	832	1,102	400
46-55	1,378	607	771	946	432
56-65	1,139	469	670	459	680
66-99	657	353	304	39	618
Total	6,388	2,839	3,549	3,850	2,538

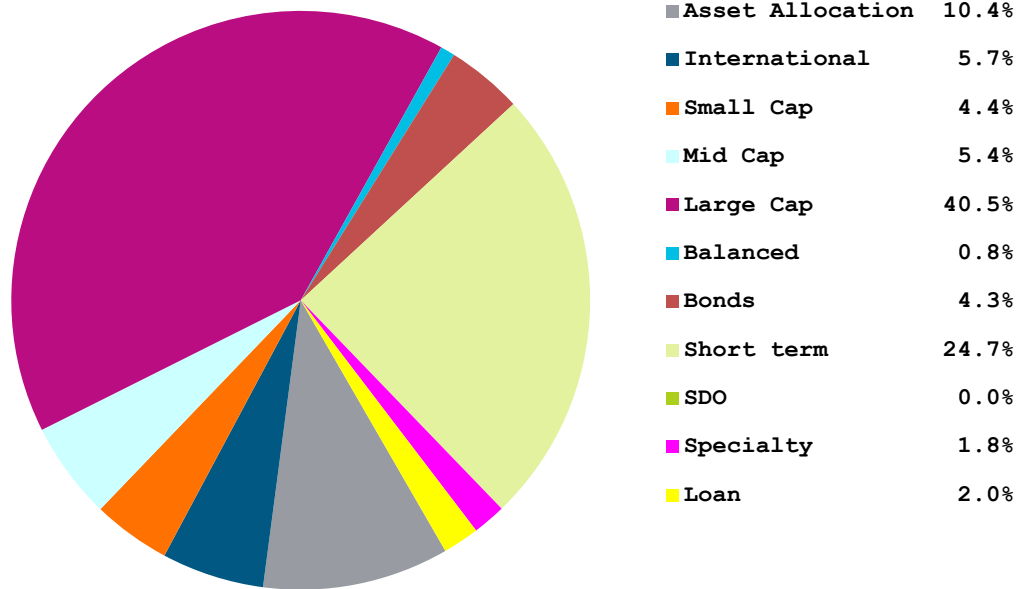
Participant Counts by Age as of 03/31/19



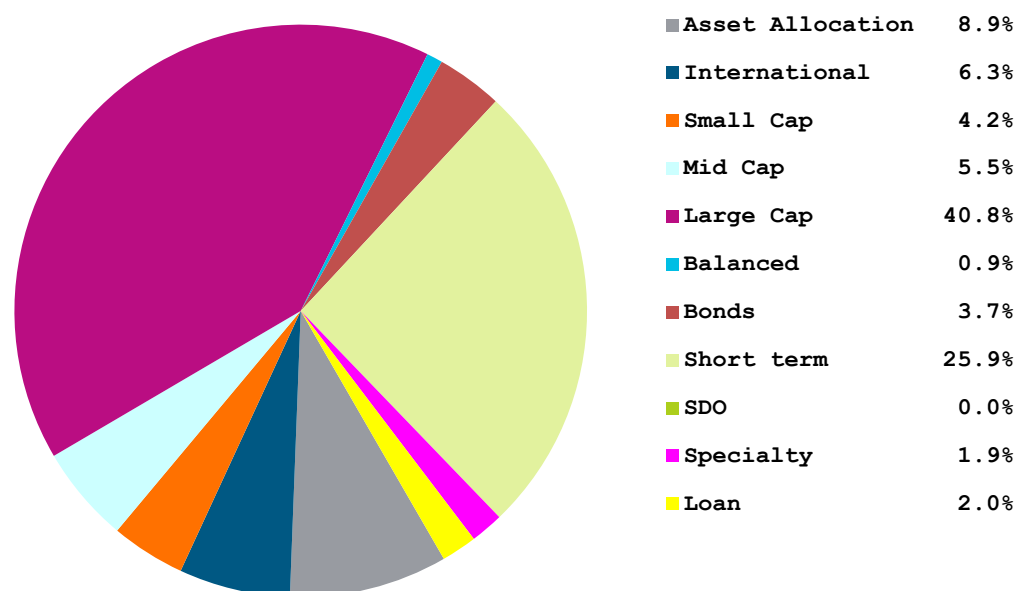
PLAN ASSETS

The use of asset allocation does not guarantee returns or insulate you from potential losses.

Fresno County, CA Asset Allocation as of 03/31/19

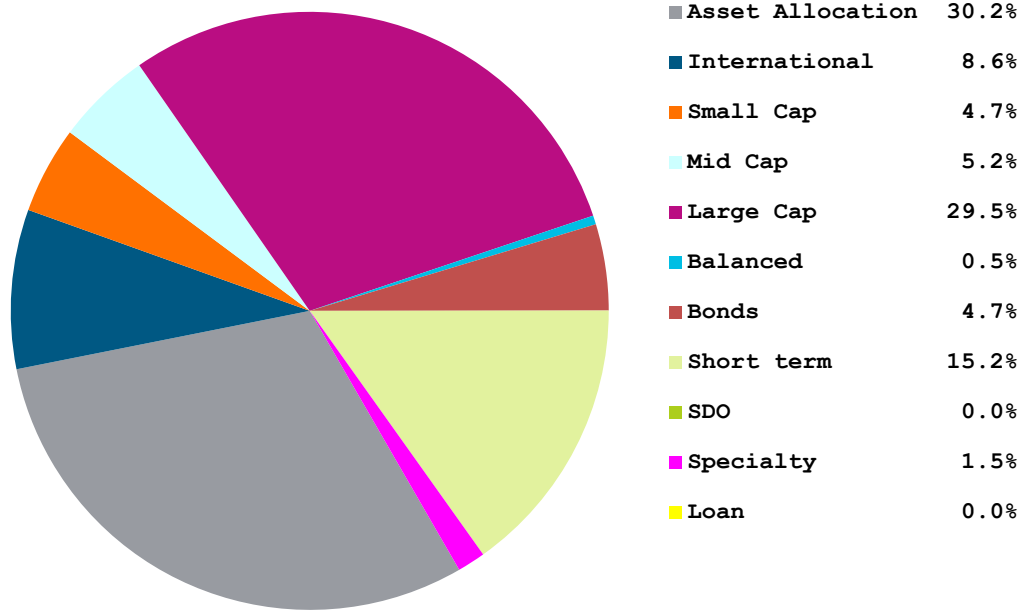


Fresno County, CA Asset Allocation as of 03/31/18

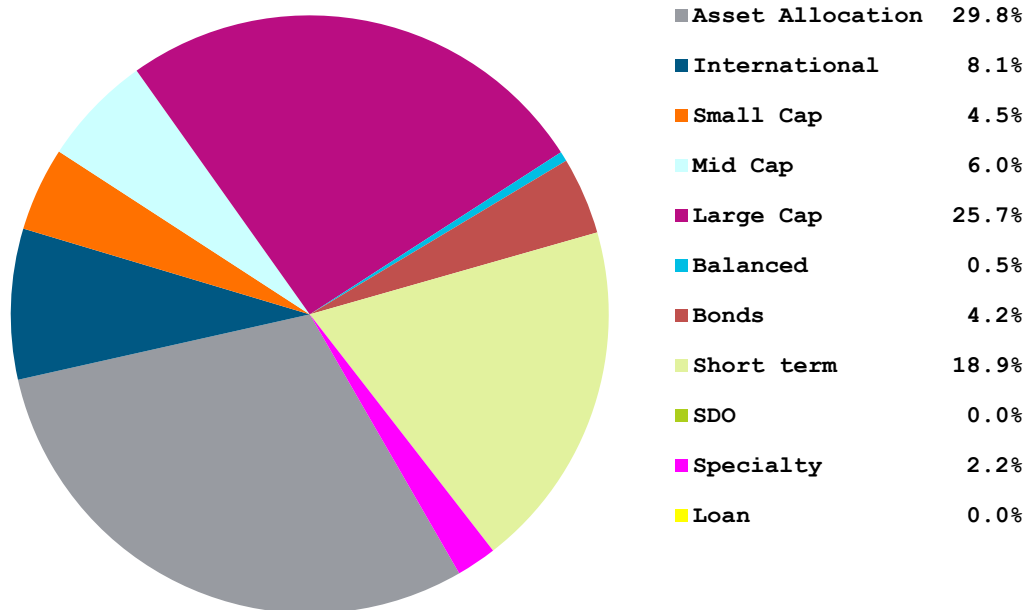


PLAN CONTRIBUTIONS

Fresno County, CA Contribution Allocation 2019 YTD



Fresno County, CA Contribution Allocation 2018 YTD



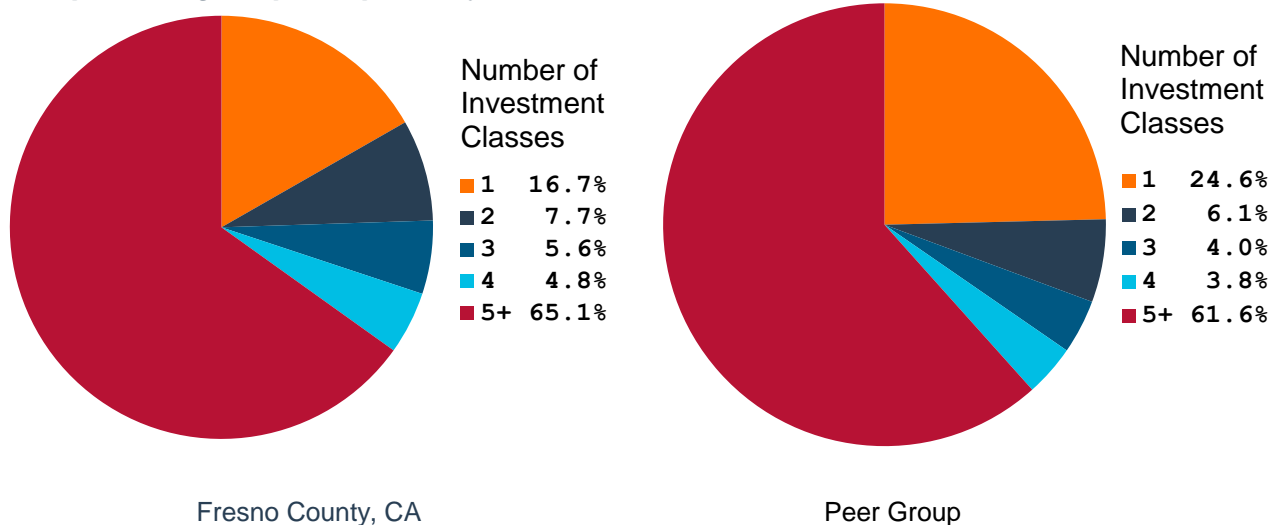
PEER COMPARISONS

Your Peer Group is NRS cases, within your state, with assets of \$100 million - \$1 billion. The peer group consists of 13 NRS cases.

	Fresno County, CA	Peer Group	Recommended
Average # of asset classes	4.0	3.9	5.0
Average annualized deferrals	\$2,593	\$6,087	
Average assets	\$40,551	\$73,903	

Asset Allocation Summary as of 03/31/19

percentage of participants by number of investment classes

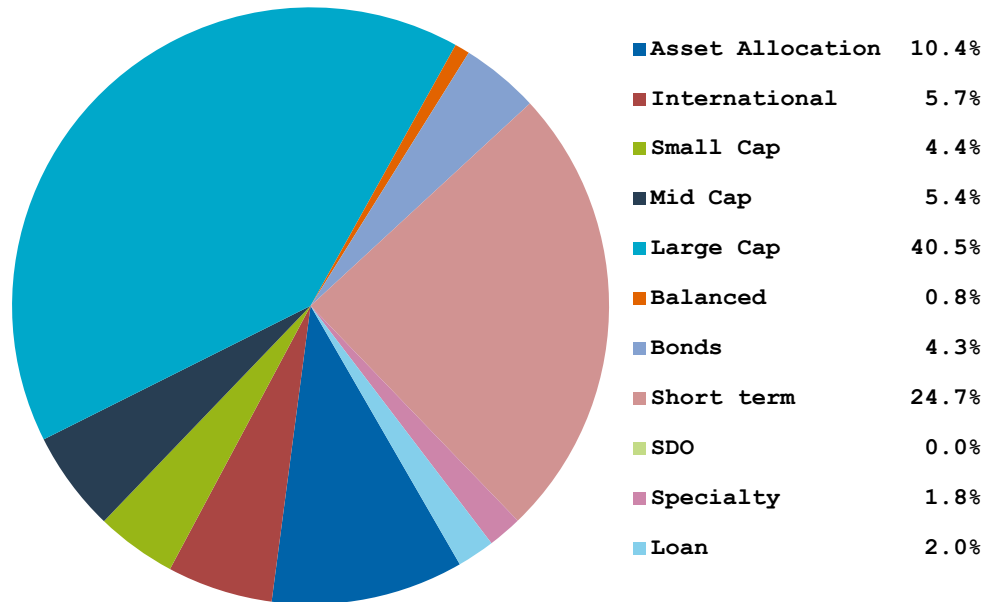


Average Account Balance and Annualized Deferrals by Age Group as of 03/31/19

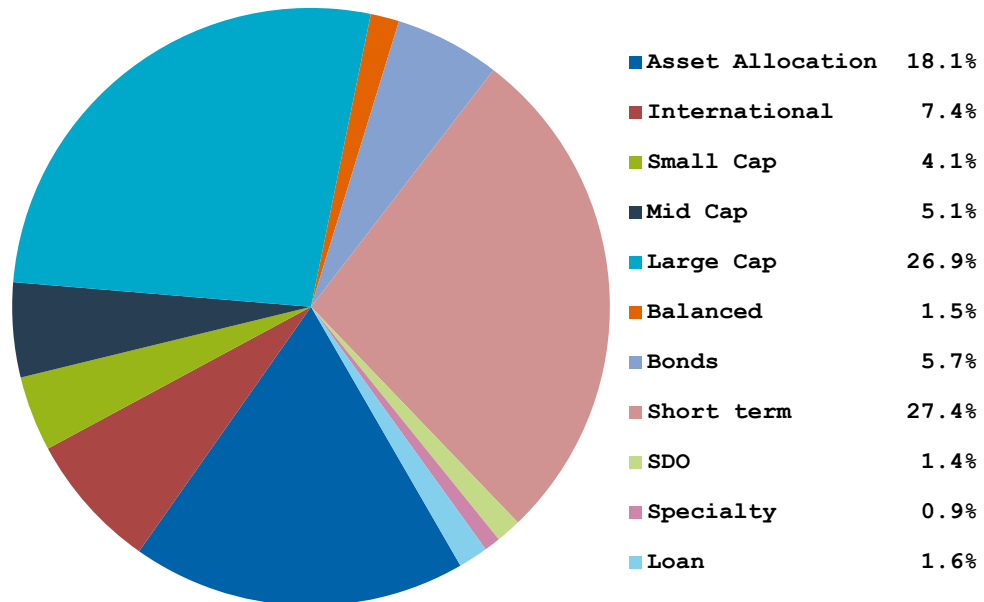
Age Group	Fresno County, CA	Peer Group	Fresno County, CA	Peer Group
	Account Balance		Annualized Deferrals	
18-25	\$1,830	\$4,784	\$1,631	\$3,221
26-35	\$5,019	\$14,652	\$1,870	\$4,145
36-45	\$18,872	\$43,993	\$2,270	\$5,212
46-55	\$48,864	\$86,427	\$3,202	\$6,990
56-65	\$77,777	\$113,343	\$3,957	\$8,805
66-99	\$102,007	\$126,186	\$6,385	\$10,516

PEER COMPARISONS

Fresno County, CA Asset Allocation as of 03/31/19

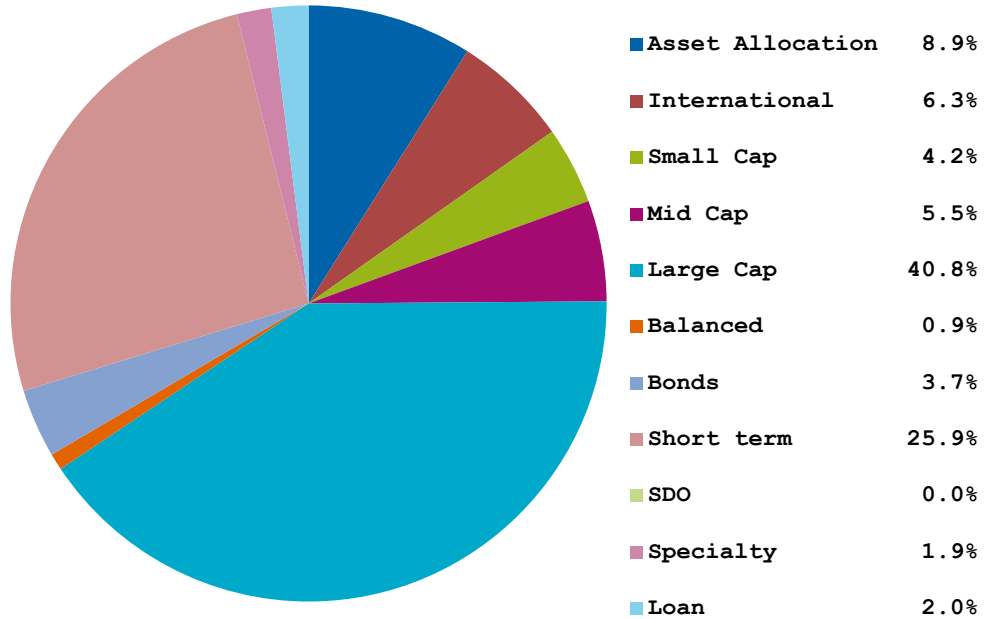


Peer Group Asset Allocation as of 03/31/19

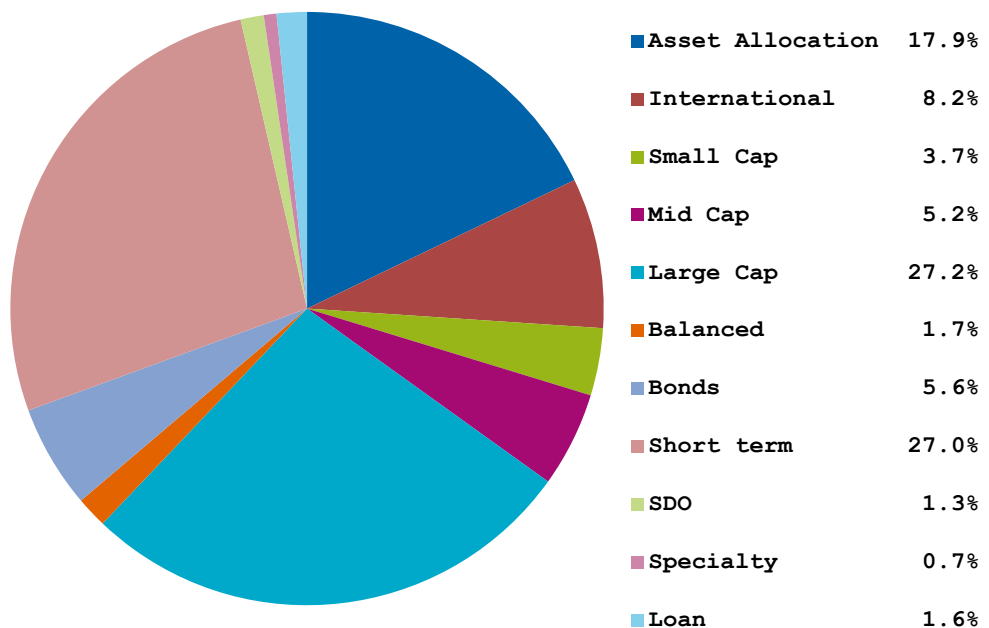


PEER COMPARISONS

Fresno County, CA Asset Allocation as of 03/31/18

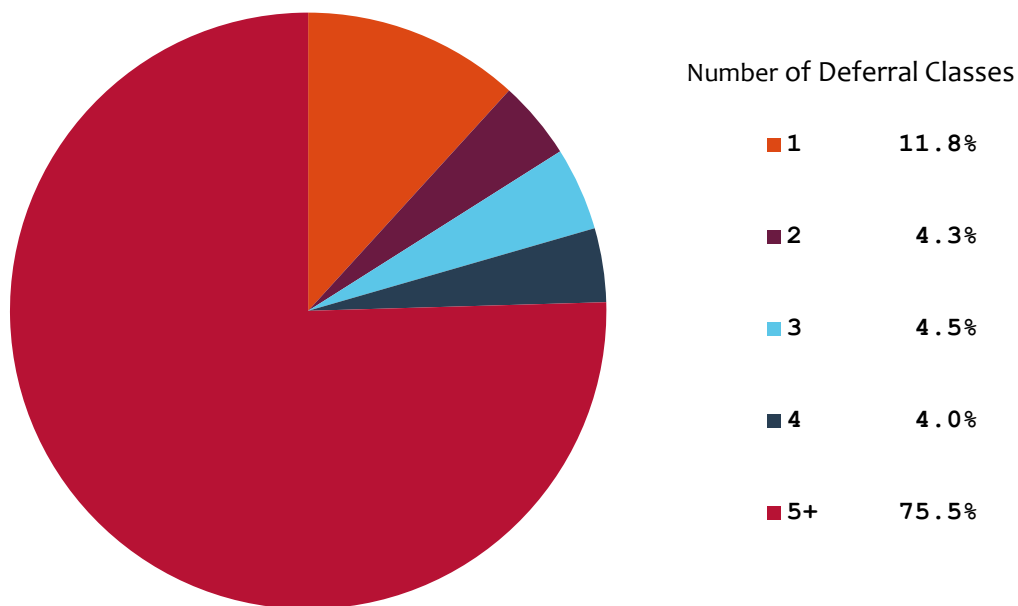


Peer Group Asset Allocation as of 03/31/18

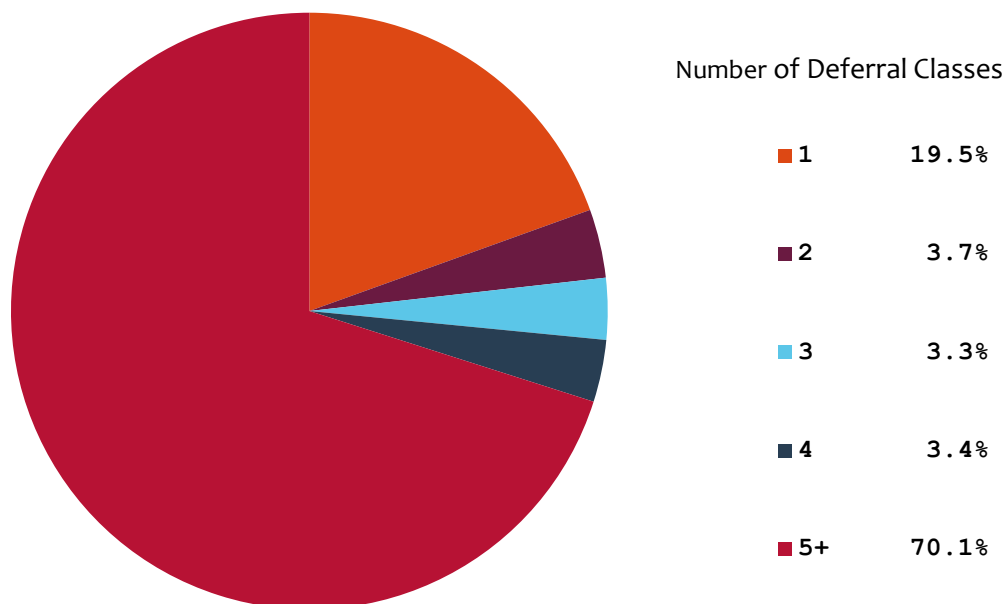


PEER COMPARISONS

Deferral allocation summary: percentage of participants by number of deferral investment classes
Fresno County, CA 2019 YTD

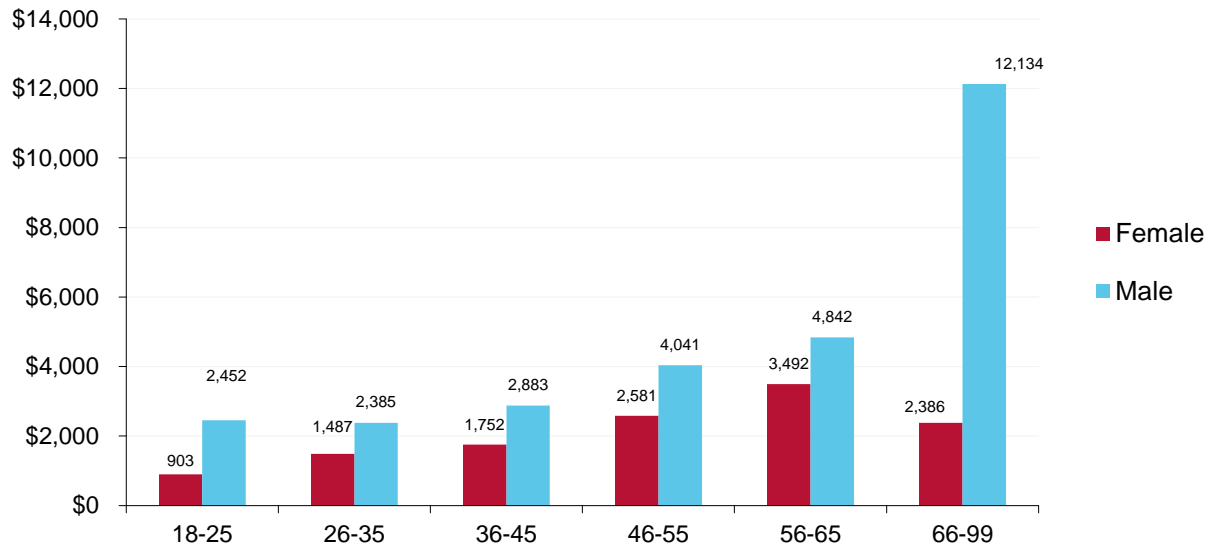


Peer Group 2019 YTD

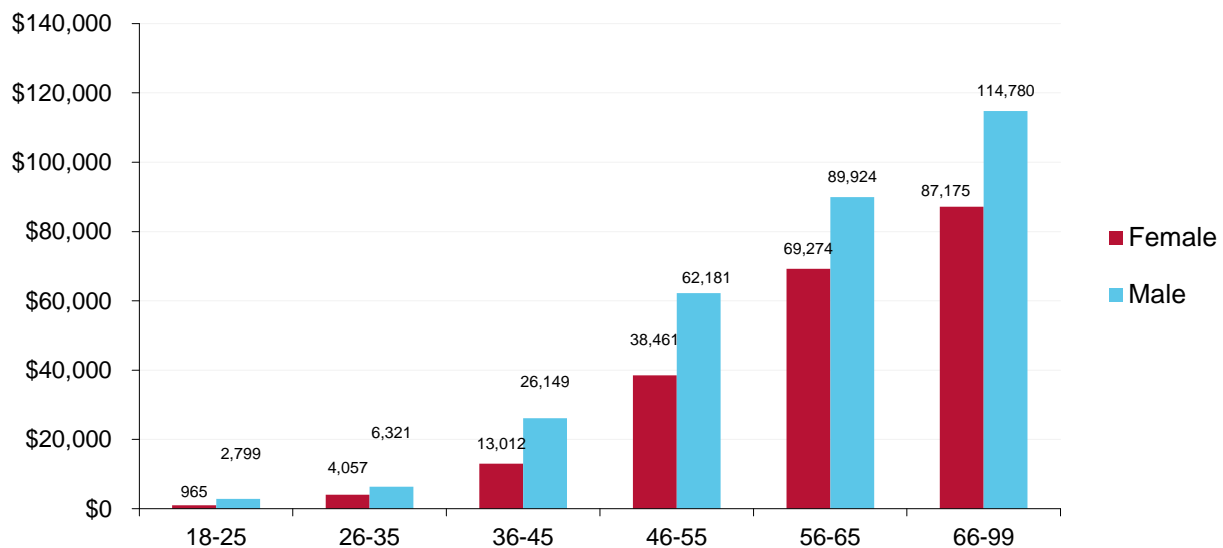


PARTICIPANT DEMOGRAPHICS

Male/Female Average Deferrals by Age

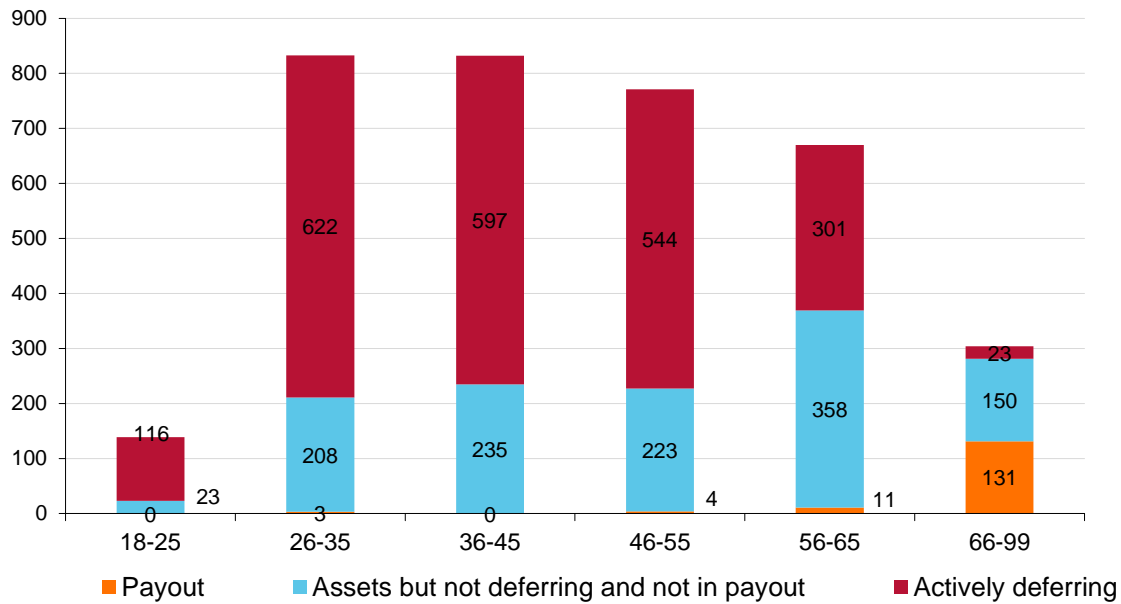


Male/Female Average Account Balance by Age as of 03/31/19

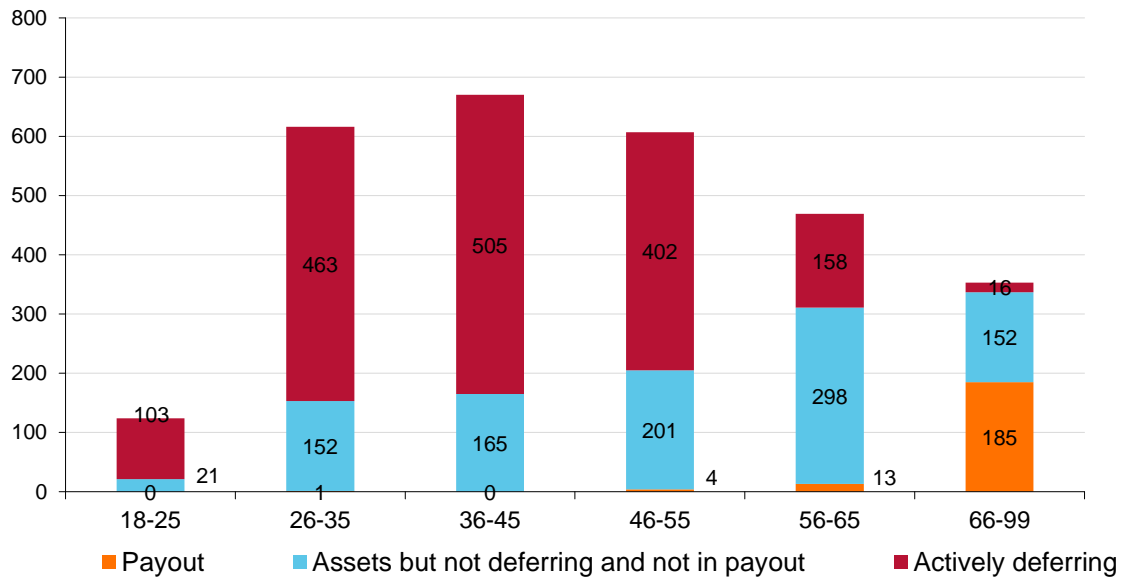


PARTICIPANT DEMOGRAPHICS

Female Participant Count by Age and Status as of 03/31/19



Male Participant Count by Age and Status as of 03/31/19



PLAN ASSETS

as of 03/31/19

as of 03/31/19

Fund	Asset Value	% of Assets	Count / % of Participants	
Asset Allocation				
Great-West Lifetime 2015 Trust	3,370,492.48	1.3%	174	2.7%
Great-West Lifetime 2025 Trust	9,115,563.91	3.5%	409	6.4%
Great-West Lifetime 2035 Trust	6,092,324.15	2.4%	636	10.0%
Great-West Lifetime 2045 Trust	5,447,807.11	2.1%	924	14.5%
Great-West Lifetime 2055 Trust	2,963,545.01	1.1%	1,098	17.2%
<u>Sub-Total Asset Allocation</u>	26,989,732.66	10.4%		
Balanced				
Oakmark Equity and Income Fund (The) - Class I	2,101,731.62	0.8%	214	3.4%
<u>Sub-Total Balanced</u>	2,101,731.62	0.8%		
Bonds				
BlackRock US Debt Index Fund W	5,251,074.50	2.0%	821	12.9%
Templeton Global Bond Fund - Class R6	1,680,603.07	0.6%	724	11.3%
Virtus Seix Total Return Bond Fund - Class R6	4,081,694.62	1.6%	974	15.2%
<u>Sub-Total Bonds</u>	11,013,372.19	4.3%		
International				
BlackRock EAFE Equity Index Fund T	3,492,131.76	1.3%	844	13.2%
Ivy International Core Equity Fund - Class N	9,183,161.10	3.5%	1,517	23.7%
Oppenheimer Developing Markets I	2,145,522.75	0.8%	980	15.3%
<u>Sub-Total International</u>	14,820,815.61	5.7%		
Large Cap				
Alger Spectra Fund - Class Z	43,806,425.34	16.9%	2,325	36.4%
BlackRock Equity Index Fund M	47,269,662.91	18.2%	2,119	33.2%
Columbia Dividend Income Fund - Class Y	13,743,095.83	5.3%	1,497	23.4%
<u>Sub-Total Large Cap</u>	104,819,184.08	40.5%		
Loan				
Loan Outstanding Principal Balance	5,252,316.87	2.0%	831	13.0%

Please consider the funds' investment objectives, risks, and charges and expenses carefully before investing. The prospectus contains this and other important information about the investment company. Read the prospectus carefully before investing. Prospectuses may be obtained from your plan's website or by calling your plan's toll-free customer service phone number.

The use of diversification and asset allocation as part of an overall investment strategy does not assure a profit or protect against loss in a declining market.

Asset allocation funds are designed to provide diversification and asset allocation across several types of investments and asset classes, primarily by investing in underlying funds. Therefore, in addition to the expenses of the asset allocation fund itself, you are indirectly paying a proportionate share of the applicable fees and expenses of the underlying funds.

PLAN ASSETS

as of 03/31/19

Fund	Asset Value	% of Assets	Count / % of Participants	
<u>Sub-Total Loan</u>	5,252,316.87	2.0%		
<u>Mid Cap</u>				
BlackRock Mid Capitalization Equity Index Fund M	8,705,530.96	3.4%	997	15.6%
Hennessy Focus Fund Institutional Class	5,398,381.00	2.1%	981	15.4%
<u>Sub-Total Mid Cap</u>	14,103,911.96	5.4%		
<u>Short Term Investments</u>				
Fresno County Stable Value Fund	63,854,363.93	24.7%	1,884	29.5%
<u>Sub-Total Short Term Investments</u>	63,854,363.93	24.7%		
<u>Small Cap</u>				
BlackRock Russell 2000 Index Fund M	4,058,912.25	1.6%	1,090	17.1%
Janus Henderson Small Cap Value Fund - Class N	1,327,428.89	0.5%	923	14.4%
Nicholas Limited Edition Fund - Institutional Class	5,913,414.97	2.3%	492	7.7%
<u>Sub-Total Small Cap</u>	11,299,756.11	4.4%		
<u>Specialty</u>				
Fidelity Advisor Real Estate Income Fund - Institutional Class	966,595.06	0.4%	147	2.3%
Franklin Utilities Fund - Class R6	3,819,071.83	1.5%	320	5.0%
<u>Sub-Total Specialty</u>	4,785,666.89	1.8%		
Total	259,040,851.92			

Please consider the funds' investment objectives, risks, and charges and expenses carefully before investing. The prospectus contains this and other important information about the investment company. Read the prospectus carefully before investing. Prospectuses may be obtained from your plan's website or by calling your plan's toll-free customer service phone number.

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COUNTY OF FRESNO PLAN SPONSOR STATEMENT





Entity: 0051910
January 1, 2019 - March 31, 2019

DAVID JOSEPH
PERSONNEL ANALYST
2220 TULARE ST FL 14
FRESNO CA 93721-2122

Please review your statement carefully. Corrections may not be accepted more than 45 days after the closing date of the statement.

Questions? Contact Us!

CUSTOMER SERVICE: (877)693-2457
(ESPAÑOL): (800)649-9494
TTY: (800)848-0833
Website: www.fresno457.com
Write us at: NATIONWIDE RETIREMENT SOLUTIONS
PO BOX 182797
COLUMBUS OH 43218-2797

Nationwide Investment Services Corporation, member FINRA, In Michigan Only:
Nationwide Investment Svcs. Corporation

Activity at a Glance**Balance as of 01-01-19**

Contributions/Loan Payments*
Interest/Dividend/Cap Gain/Reimb
Gain/Loss
Distributions/Loan Disbursements**
Charges/Fees

Balance as of 03-31-19

See your loan information inside!

457(b) Plan
\$232,681,219.20
\$3,860,699.19
\$152,620.51
\$21,334,048.03
-\$4,086,773.37
-\$153,278.51
\$253,788,535.05

*Including, but not limited to, Employee and Employer Contributions, Loan Principal Payments, Rollovers and Transfers In.

**Including, but not limited to, Rollovers and Transfers Out, Partial and Lump Sum Payments.

This statement represents an aggregate of the values of active accounts for those plan participants receiving a statement for this reporting period. Values reported above represent current period totals for those participants.

Investment Option Summary - January 1, 2019 to March 31, 2019

Ending Price is as of 3/31/2019

<u>Investment Option</u>	<u>Ending Price</u>	<u>Units/Shares</u>	<u>Value</u>
457(b) Plan			
*Alger Spectra Z	21.6500	2,023,391.4712	\$43,806,425.34
*BlkRk EAFE Eq Indx T	20.7718	168,118.5898	\$3,492,131.76
*BlkRk Eq Indx M	23.4544	2,015,385.7235	\$47,269,662.91
*BlkRk MdCap Eq Indx M	21.3169	408,386.3524	\$8,705,530.96
*BlkRk Rssl 2000 Indx M	20.7292	195,806.5080	\$4,058,912.25
*BlkRk US Db Indx W	22.3025	235,448.1702	\$5,251,074.50
*Col Divd Inc Y	22.3000	616,282.3234	\$13,743,095.83
*FidAdv RealEst Inc Inst	12.0800	80,016.1425	\$966,595.06
*Fnkln Util R6	20.4400	186,843.0441	\$3,819,071.83
*FnklnTmp Gbl Bd R6	11.3000	148,725.9360	\$1,680,603.07
Fresno County Stable Value Fund			\$63,854,363.93
*Great West Lftm 2015 Tr	12.4000	271,813.9073	\$3,370,492.48
*Great West Lftm 2025 Tr	12.8600	708,830.7739	\$9,115,563.91
*Great West Lftm 2035 Tr	13.4500	452,960.9110	\$6,092,324.15
*Great West Lftm 2045 Tr	13.6900	397,940.6236	\$5,447,807.11
*Great West Lftm 2055 Tr	13.6500	217,109.5449	\$2,963,545.01
*Henesy Focs Inst	76.5000	70,567.0719	\$5,398,381.00
*JnsHndrsn SmCap Val N	20.6600	64,251.1524	\$1,327,428.89
*Nchls Ltd Edtn Inst	26.6700	221,725.3479	\$5,913,414.97
*Okmrk Eq Inc I	29.2400	71,878.6463	\$2,101,731.62
*Opp Devl Mkt I	42.2500	50,781.6049	\$2,145,522.75
*RdgWrth Ttl Rtn Bd IS	10.3600	393,985.9747	\$4,081,694.62
*WR Ivy Intl Cor Eq R6	16.9100	543,060.9668	\$9,183,161.10
TOTAL			\$253,788,535.05

Statement Details

Investment Option Summary (continued)

* Fund is valued in shares rather than units

Participant Account Values by Investment Option - January 1, 2019 to March 31, 2019

	Beginning Balance	Contributions/ Loan Payments	Exchanges	Distributions/ Loan Disbursements	Charges/ Credits/Fees	Interest/ Dividend/ Cap Gain/ Reimb	Gain/Loss	Ending Balance
457(b) Plan (0051910001)								
*Alger Spectra Z	\$39,016,008.49	\$474,554.10	-\$866,384.34	-\$776,499.38	-\$23,170.52	\$517.60	\$5,981,399.39	\$43,806,425.34
*BlkRk EAFE Eq Indx T	\$3,127,893.13	\$92,945.96	\$7,796.88	-\$47,145.76	-\$4,781.91	\$38.22	\$315,385.24	\$3,492,131.76
*BlkRk Eq Indx M	\$41,853,359.03	\$451,894.14	-\$72,108.82	-\$650,965.28	-\$25,898.68	\$342.31	\$5,713,040.21	\$47,269,662.91
*BlkRk MdCap Eq Indx M	\$7,719,245.90	\$129,721.20	-\$146,713.60	-\$101,416.03	-\$4,436.46	\$135.08	\$1,108,994.87	\$8,705,530.96
*BlkRk Rssl 2000 Indx M	\$3,712,450.27	\$83,717.27	-\$214,309.34	-\$50,387.30	-\$3,252.70	\$78.39	\$530,615.66	\$4,058,912.25
*BlkRk US Db Indx W	\$4,658,705.84	\$76,444.69	\$435,192.29	-\$60,651.73	-\$6,588.45	\$58.81	\$147,913.05	\$5,251,074.50
*Col Divd Inc Y	\$12,306,924.40	\$212,402.12	-\$56,389.85	-\$200,364.20	-\$10,274.65	\$70,419.58	\$1,420,378.43	\$13,743,095.83
*FidAdv RealEst Inc Inst	\$941,021.33	\$16,015.25	-\$61,139.73	-\$7,591.24	-\$510.54	\$2,930.07	\$75,869.92	\$966,595.06
*Fnkln Util R6	\$3,303,158.12	\$42,468.61	\$78,600.50	-\$34,090.58	-\$1,859.09	\$24,914.08	\$405,880.19	\$3,819,071.83
*FnklnTmp Gbl Bd R6	\$1,697,007.25	\$39,529.93	-\$53,096.38	-\$36,794.71	-\$2,829.37	\$26,793.90	\$9,992.45	\$1,680,603.07
Fresno County Stable Value Fund	\$63,306,377.18	\$589,902.42	\$925,038.79	-\$1,275,982.92	-\$32,139.09	\$291.53	\$340,876.02	\$63,854,363.93
*Great West Lftm 2015 Tr	\$3,145,341.62	\$64,271.37	\$12,387.66	-\$78,425.67	-\$1,647.04	\$7.74	\$228,556.80	\$3,370,492.48
*Great West Lftm 2025 Tr	\$7,762,367.94	\$184,090.12	\$566,603.92	-\$84,905.94	-\$4,615.07	\$36.17	\$691,986.77	\$9,115,563.91
*Great West Lftm 2035 Tr	\$5,334,205.73	\$266,615.03	-\$33,541.18	-\$52,788.15	-\$3,455.12	\$18.55	\$581,269.29	\$6,092,324.15
*Great West Lftm 2045 Tr	\$4,746,277.61	\$320,192.26	-\$87,496.77	-\$104,857.85	-\$3,131.03	\$20.45	\$576,802.44	\$5,447,807.11
*Great West Lftm 2055 Tr	\$2,455,853.44	\$330,925.00	-\$103,651.46	-\$19,688.80	-\$1,581.70	\$9.03	\$301,679.50	\$2,963,545.01
*Henesy Focs Inst	\$4,804,102.33	\$69,404.92	-\$73,879.16	-\$75,026.44	-\$3,656.14	\$399.88	\$677,035.61	\$5,398,381.00
*JnsHndrsn SmCap Val N	\$1,195,260.22	\$42,914.24	-\$7,672.06	-\$47,889.50	-\$1,341.66	\$34.77	\$146,122.88	\$1,327,428.89
*Nchls Ltd Edtn Inst	\$5,552,561.65	\$55,008.53	-\$348,007.77	-\$90,029.22	-\$3,039.03	\$108.44	\$746,812.37	\$5,913,414.97
*Okmrk Eq Inc I	\$1,941,773.18	\$18,443.10	-\$13,398.45	-\$14,446.08	-\$1,001.64	\$470.81	\$169,890.70	\$2,101,731.62
*Opp Devl Mkt I	\$1,862,580.15	\$75,998.35	\$55,441.36	-\$80,023.81	-\$3,032.66	\$33.39	\$234,525.97	\$2,145,522.75
*RdgWrth Ttl Rtn Bd IS	\$3,821,061.68	\$64,023.95	\$161,483.08	-\$59,444.58	-\$4,312.11	\$24,794.71	\$74,087.89	\$4,081,694.62
Vngrp Fed Mny Mkt Inv	\$4,244.25	-\$4,239.25	\$0.00	\$0.00	\$0.00	\$0.00	-\$5.00	\$0.00
*WR Ivy Intl Cor Eq R6	\$8,413,438.46	\$163,455.88	-\$104,755.57	-\$137,358.20	-\$6,723.85	\$167.00	\$854,937.38	\$9,183,161.10
TOTAL	\$232,681,219.20	\$3,860,699.19	\$0.00	-\$4,086,773.37	-\$153,278.51	\$152,620.51	\$21,334,048.03	\$253,788,535.05

* Fund is valued in shares rather than units

Gain/Loss is the difference between the account balance on the first and last day of the period, after allowing for the effects of transactions.

Loan Information - January 1, 2019 to March 31, 2019

Plan Type - 457(b) Plan

Principal Balance On 01/01/2019	Principal Paid	Principal Loan Adjustment	Principal Loan Disbursement	Principal Offset	Principal Balance On 03/31/2019	Principal Paid	Interest Paid	Finance Charges Paid	Total Payment	*Principal Default as of 03/31/2019
\$5,724,017.96	\$551,522.90	\$149.35	\$779,142.05	\$51,293.12	\$5,900,182.91	\$551,522.90	\$73,594.38	\$0.00	\$625,117.28	\$648,619.24

*Default amounts are included in Beginning and Ending Balances.

Investment Performance Information - January 1, 2019 to March 31, 2019

The following are percentage changes in Net Assets (with capital gains and income dividends reinvested) for the funds under the Plan, for the respective periods ended 03/31/2019. The results shown represent past performance and do not represent expected future performance or experience. Past performance does not guarantee future results. Investment return and principal value of an investment will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the data quoted. Performance data current to the most recent month-end may be obtained by visiting: WWW.FRESNO457.COM. Please consider the fund's investment objectives, risks, and charges and expenses carefully before investing. The prospectus contains this and other important information about the investment company. Prospectuses are available by calling (877)693-2457. Read the prospectus carefully before investing.

The rates of return do not reflect a maximum deduction of a 0.190% annual plan asset fee, which, if reflected, would reduce the performance shown.

Please see other important disclosures at the end of this report.

VRU #	Fixed Investment Option	Annualized Current Quarter Yield	Current Year Guaranteed Minimum Yield						
1177	Fresno County Stable Value Fund	2.300%	N/A						
VRU #	Variable Investment Options	Morningstar Category	YTD	Average 1 Year	Annual Return 5 Year	10 Year	Since Inception	Inception Date	Gross Expense Ratio
Specialty									
1277	FidAdv RealEst Inc Inst	Real Estate	8.35%	11.05%	6.74%	12.72%	7.67%	02/04/03	0.75%
1280	Fnkln Util R6	Utilities	12.62%	20.54%	10.22%	13.33%	10.30%	09/30/48	0.49%
Small-Cap Stocks									
1228	BlkRk Rssl 2000 Indx M	Small Blend	14.61%	2.17%	7.26%	15.54%	7.55%	12/31/97	0.06%
1292	NchlS Ltd Edtn Inst	Small Growth	13.49%	12.53%	9.25%	15.66%	10.02%	05/18/87	0.86%
1293	JnsHndrsn SmCap Val N	Small Value	12.22%	0.74%	7.49%	13.80%	N/A	10/21/87	0.81%
International Stocks									
1104	Opp Devl Mkt I	Diversified Emerging Mkts	12.43%	-3.75%	3.88%	N/A	6.48%	12/29/11	0.87%
1225	BlkRk EAFE Eq Indx T	Foreign Large Blend	10.07%	-3.72%	2.59%	9.20%	3.77%	06/30/99	0.12%
1281	WR Ivy Intl Cor Eq R6	Foreign Large Blend	10.16%	-8.12%	2.58%	9.76%	3.94%	04/02/07	0.79%
Mid-Cap Stocks									
1227	BlkRk MdCap Eq Indx M	Mid-Cap Blend	14.48%	2.62%	8.33%	16.31%	10.59%	06/16/97	0.05%
1170	Henesy Focs Inst	Mid-Cap Growth	14.04%	4.90%	8.94%	16.02%	12.87%	01/03/97	1.12%
Large-Cap Stocks									
1226	BlkRk Eq Indx M	Large Blend	13.68%	9.56%	10.95%	15.98%	7.95%	03/05/97	0.02%
1267	Alger Spectra Z	Large Growth	15.41%	11.51%	12.75%	N/A	13.95%	12/29/10	0.96%
1269	Col Divd Inc Y	Large Value	12.02%	9.37%	10.45%	14.59%	8.18%	03/04/98	0.58%
Balanced									
837	Okmrk Eq Inc I	Allocation--50% to 70% Equity	8.78%	1.36%	4.89%	9.42%	9.79%	11/01/95	0.88%
Bonds									
1229	BlkRk US Db Indx W	Intermediate-Term Bond	2.97%	4.55%	2.82%	3.83%	5.23%	06/06/96	0.05%
1294	RdgWrth Ttl Rtn Bd IS	Intermediate-Term Bond	2.51%	3.98%	N/A	N/A	2.20%	08/01/14	0.43%
1044	FnklnTmp Gbl Bd R6	World Bond	2.01%	2.19%	2.03%	5.76%	7.53%	09/18/86	0.63%
Asset Allocation									
1509	Great West Lftm 2015 Tr (b)	Target-Date 2015	7.27%	4.03%	N/A	N/A	5.16%	12/19/14	0.43%
1510	Great West Lftm 2025 Tr (b)	Target-Date 2025	8.80%	4.38%	N/A	N/A	6.06%	12/19/14	0.43%
1511	Great West Lftm 2035 Tr (b)	Target-Date 2035	10.88%	4.43%	N/A	N/A	7.18%	12/19/14	0.44%
1513	Great West Lftm 2045 Tr (b)	Target-Date 2045	12.03%	4.03%	N/A	N/A	7.63%	12/19/14	0.44%
1514	Great West Lftm 2055 Tr (b)	Target-Date 2055	12.07%	3.57%	N/A	N/A	7.55%	12/19/14	0.45%

FEE DISCLOSURES

The Standardized illustration represents performance based on a \$10,000 hypothetical investment, and reflects the deduction of the following fees:

Gross expense ratios represent the fund's total operating expenses expressed as a percentage of the assets held in the fund. For more information about gross expense ratios, read the fund's prospectus.

Some mutual funds may impose a short term trade fee. Some funds may be subject to a trade restriction policy. Please read the underlying prospectus carefully.

FOOTNOTES

b) These funds are designed to provide diversification and asset allocation across several types of investments and asset classes, primarily by investing in underlying funds. Therefore, in addition to the fund's expenses, you are indirectly paying a proportionate share of the applicable fees and expenses of the underlying funds.

PERFORMANCE RESULTS

Investment Performance Information - January 1, 2019 to March 31, 2019

RISK DISCLOSURES

Money market funds: Money market funds are not insured or guaranteed by the FDIC or any other government agency. Although the goal of a money market is to preserve the value of an investment at \$1 per share, it is still possible to lose money.

International/emerging markets funds: Funds that invest in international stocks face risks that funds investing only in U.S. stocks do not. Currency fluctuation, political risk, differences in accounting standards and the limited availability of information may make these funds less stable.

Small company funds: Small and emerging companies may have less liquidity than larger, established companies. Therefore, funds investing in stocks of small or emerging companies may face greater price volatility and risk.

High-yield bond funds: Funds that invest in high-yield securities may have more credit risk and changes in price than funds that invest in higher-quality securities.

Non-diversified funds: Funds that invest in a single industry or small number of securities may be more volatile than those that invest more broadly.

Government bond funds: These funds invest mainly in securities of the U.S. government and its agencies; however, these entities do not guarantee the value of the funds.

Real estate funds: Funds that invest mainly in real estate are sensitive to economic and business cycles, changing demographic patterns and government actions.

IMPORTANT DISCLOSURES

"Inception Date" is the date the fund was established. The "Since Inception" column contains performance for the funds if the Inception Date was before the time period indicated.

Performance numbers in the YTD (Year To Date) column are not annualized returns and represent the total percentage change in share value from the beginning of the year to the date of this report.

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SAMPLE PAYROLL FILE



Sample of the current contribution file feed

Plan Name	Payer Code	IRS Code	Employee ID	Participant Name
Contribution Type	Type of Activity	Effective Pay Date	Prior Contribution Amount	New Contribution Amount
Employee Catch Up Amount	Loan Number	Loan Type	Repayment Date	Loan Repayment Amount
Comment	Date of Birth			

SAMPLE PLAN SPONSOR FEE DISCLOSURE





Plan Sponsor Fee Disclosure

as of 07-30-2018

Gross Expense Ratio

The percentage of fund assets paid for operating expenses and management fees

Fund	Current		Previous
	Gross % ¹	Effective Date	Gross % ¹
Baird MidCap Fund: Institutional Class	0.84%	07/09/2018	0.83%
Vanguard(R) Mid-Cap Index Fund - Institutional Shares	0.04%	06/07/2018	0.05%
Vanguard(R) Small-Cap Index Fund - Institutional Shares	0.04%	06/07/2018	0.05%
Fidelity Contrafund	0.74%	05/07/2018	0.68%
Vanguard(R) LifeStrategy(R) Conservative Growth Fund	0.12%	04/06/2018	0.13%
Vanguard(R) LifeStrategy(R) Growth Fund	0.14%	04/06/2018	0.15%
Vanguard(R) LifeStrategy(R) Moderate Growth Fund	0.13%	04/06/2018	0.14%
Ariel Appreciation Fund - Institutional Class	0.81%	03/07/2018	0.82%
Wells Fargo C&B Mid Cap Value Fund - Institutional Class	0.98%	03/07/2018	1.00%
Vanguard(R) Institutional Index Fund - Institutional Shares	0.04%	01/08/2018	0.04%
JPMorgan Mid Cap Value Fund - Class L	0.86%	12/07/2017	0.95%
T. Rowe Price Retirement Balanced I - I Class	0.63%	11/07/2017	2.22%
T. Rowe Price Retirement I 2010 - I Class	0.55%	11/07/2017	1.20%
T. Rowe Price Retirement I 2015 - I Class	0.52%	11/07/2017	0.97%
T. Rowe Price Retirement I 2020 - I Class	0.52%	11/07/2017	0.63%
T. Rowe Price Retirement I 2025 - I Class	0.55%	11/07/2017	0.73%
T. Rowe Price Retirement I 2030 - I Class	0.58%	11/07/2017	0.67%
T. Rowe Price Retirement I 2035 - I Class	0.62%	11/07/2017	0.86%
T. Rowe Price Retirement I 2040 - I Class	0.62%	11/07/2017	0.76%
T. Rowe Price Retirement I 2045 - I Class	0.66%	11/07/2017	1.06%
T. Rowe Price Retirement I 2050 - I Class	0.66%	11/07/2017	0.97%
T. Rowe Price Retirement I 2055 - I Class	0.78%	11/07/2017	2.05%
Lord Abbett Developing Growth Fund Class R6	0.60%	06/07/2017	0.62%
Vanguard(R) Total Stock Market Index Fund - Institutional Shares	0.04%	06/07/2017	0.04%
Vanguard(R) Treasury Money Market Fund - Investor Shares	0.09%	05/02/2017	0.00%
Invesco Small Cap Value Fund - Class Y	0.87%	10/07/2016	0.89%
EuroPacific Growth Fund(R) - Class R6	0.50%	08/05/2016	0.49%
T. Rowe Price Dividend Growth Fund (F)	0.64%	07/08/2016	0.65%
T. Rowe Price Growth Stock Fund I Class	0.52%	07/08/2016	0.53%
Dodge & Cox Income Fund	0.43%	06/07/2016	0.44%
American Funds Capital World Growth & Income - Class R6	0.45%	05/06/2016	0.44%
The Growth Fund of America(R) - Class R6	0.33%	02/17/2016	0.00%
Dodge & Cox Stock Fund	0.52%	05/27/2008	0.00%

¹ Gross % refers to the Gross Expense Ratio for the investment option as reported by the mutual fund company.

² % refers to the amount of Mutual Fund Service Fee Payments paid to Nationwide by the mutual fund company. This is a percentage of assets held in the fund. In some cases, this may reduce the amount of your plan's asset fee.

³ % refers to the amount of the redemption fee assessed against the transaction that triggered the redemption fee.

⁴ Assets held less than the number of days specified will trigger a redemption fee.

Mutual Fund Service Fee Payments

Payments received from investment fund houses for aggregating purchases and sells

<u>Fund</u>	<u>Current</u>		<u>Previous</u>
	<u>%²</u>	<u>Effective Date</u>	<u>%²</u>
Wells Fargo C&B Mid Cap Value Fund - Institutional Class	0.10%	05/20/2017	0.00%
Dodge & Cox Income Fund	0.08%	04/08/2016	0.00%
Dodge & Cox Stock Fund	0.10%	04/08/2016	0.00%
Fidelity Contrafund	0.25%	04/08/2016	0.00%
Invesco Small Cap Value Fund - Class Y	0.25%	04/08/2016	0.00%
JPMorgan Mid Cap Value Fund - Class L	0.10%	04/08/2016	0.00%
T. Rowe Price Dividend Growth Fund (F)	0.15%	04/08/2016	0.00%

¹ Gross % refers to the Gross Expense Ratio for the investment option as reported by the mutual fund company.

² % refers to the amount of Mutual Fund Service Fee Payments paid to Nationwide by the mutual fund company. This is a percentage of assets held in the fund. In some cases, this may reduce the amount of your plan's asset fee.

³ % refers to the amount of the redemption fee assessed against the transaction that triggered the redemption fee.

⁴ Assets held less than the number of days specified will trigger a redemption fee.

Redemption Fees

A fee charged by fund houses to a Participant who trades in and out of certain funds within a specified time period

<u>Fund</u>	<u>Current</u>			<u>Previous</u>	
	<u>%³</u>	<u>Duration⁴</u>	<u>Effective Date</u>	<u>%³</u>	<u>Duration⁴</u>
This section does not currently apply to your plan.					

¹ Gross % refers to the Gross Expense Ratio for the investment option as reported by the mutual fund company.

² % refers to the amount of Mutual Fund Service Fee Payments paid to Nationwide by the mutual fund company. This is a percentage of assets held in the fund. In some cases, this may reduce the amount of your plan's asset fee.

³ % refers to the amount of the redemption fee assessed against the transaction that triggered the redemption fee.

⁴ Assets held less than the number of days specified will trigger a redemption fee.

Recordkeeping Fees

The following are recordkeeping fees that may be charged directly to the plan in accordance with the Fee Explanation Guide

<u>Fees</u>	<u>Current</u>		<u>Previous</u>
	<u>Amount</u>	<u>Effective Date</u>	<u>Amount</u>
This section does not currently apply to your plan.			

Fee Explanation Guide

The following information outlines various fees, expenses and compensation items that may be applicable to your Plan. This information provides the identification of the payor, payee, and a description of the services provided for each payment and the method of each payment. The information also describes where additional information about each particular item may be found. Please refer to the footnotes for important information about classification of each item as Direct or Indirect Compensation. Unless indicated, Nationwide® is not acting in a fiduciary capacity for the services described below. The fee may be billed to the Authorized Representative or deducted from the Plan based on direction from the Authorized Representative. Payments are made to Nationwide Life Insurance Company.

If changes occur to the items described below, you will be notified of any such change by Nationwide. Notification may be in the form of a communication directing you back to this web site to review changes. The notification may also be in the form of an Amendment to your legal documents previously executed between the Plan and Nationwide.

If the covered service provider is Nationwide Trust Company, FSB, (a division of Nationwide Bank) and payments are made to Nationwide Life Insurance Company, Nationwide Life Insurance Company is an affiliate of Nationwide Trust Company. Please consult your contract(s) with Nationwide to determine the applicable covered service provider, and additional information about services and fees.

▼ Annual Loan Fee⁵

Description of services rendered and method of payment

An annual fee deducted from the Participant's account on the anniversary date of the original loan initiation, until the loan is repaid in full or the loan has defaulted. Payments are made to Nationwide Trust Company.

Amount and/or location of additional disclosure information

The fee is \$25 per year.

▼ Asset Fee⁵

Description of services rendered and method of payment

The purpose of the Asset Fee is to recover Nationwide's expenses and any expense credits issued to the Plan. Additionally, this fee pays for services provided by Nationwide including access to a wide array of investment options, recordkeeping platform, customer service, etc. The Asset Fee is assessed daily or monthly from Plan assets as a percentage of assets invested in applicable Funding Vehicle(s). Payments are made to Nationwide Trust Company or Nationwide Life Insurance Company

Amount and/or location of additional disclosure information

The Asset Fee, including the method of calculation, is disclosed in the Administrative Agreement.

▼ Loan Default Fee⁵

Description of services rendered and method of payment

A loan default fee may be deducted from the account of the participant who failed to make a required loan payment if a default occurs on a participant loan from the Plan. The fee will be assessed pro-rata against the account holder's current investment balances but only from the sources that allow loans. The fee may be assessed annually on the default anniversary.

Amount and/or location of additional disclosure information

The fee is \$50 per defaulted loan.

▼ Loan Initiation Fee¹

Description of services rendered and method of payment

A loan initiation fee is a fee that may be assessed at the time a participant loan is initiated, and only from the sources that allow loans pro-rata.

Amount and/or location of additional disclosure information

The fee is \$50 per loan initiated.

▼ Loans Insufficient Funds Fee⁵**Description of services rendered and method of payment**

A fee charged when a participant's bank account does not have sufficient funds to cover an Automated Clearing House (ACH) loan repayment or a personal check for a loan payment at the time it is due.

Amount and/or location of additional disclosure information

The fee is \$25 per incident.

▼ Mutual Fund Service Fee Payments⁶**Description of services rendered and method of payment**

Nationwide offers investment options, and purchases and sells shares of certain mutual funds in the aggregate each day so that the performance of the investment options corresponds to the performance of those mutual funds. When the Accounts aggregate these transactions, the mutual fund does not incur the expense of processing individual transactions that it would incur if it sold its shares to the public directly. This expense is instead incurred by the Nationwide companies. The Nationwide companies also incur the distribution costs associated with selling the retirement products, which benefits the mutual funds by providing Sponsors and participants with investment options that correspond to the underlying mutual funds. An investment adviser or subadviser of a mutual fund or its affiliates may provide the Nationwide companies with wholesaling services that assist in the distribution of the retirement products and may pay to participate in educational and/or marketing activities. These activities may provide the adviser or subadviser (or their affiliates) with increased exposure to persons involved in the distribution of the retirement products. In light of the above, certain mutual funds or their affiliates make payments to the Nationwide companies. The amount of these payments is typically based on an agreed upon percentage times the amount of assets that the Accounts invest in the mutual funds. These payments may be used for any corporate purpose, which includes reducing the price of the retirement products, paying expenses that the Nationwide companies incur in promoting, marketing, and administering the retirement products and achieving a profit. Payments are made to Nationwide Investment Services Corp, an affiliate, and then in full to Nationwide Trust Company.

Amount and/or location of additional disclosure information

Additional information may be found in the Administrative Agreement and applicable mutual fund prospectus

▼ Overnight Fee¹**Description of services rendered and method of payment**

A fee charged when a participant requests delivery of a check sent by express mail. The fee is assessed against the individual account of the participant. No participant will be charged for express delivery unless he or she chooses this method of delivery.

Amount and/or location of additional disclosure information

This fee is \$25 per express mailing.

▼ Self Directed Option (SDO) Annual Fee¹**Description of services rendered and method of payment**

A fee deducted annually from the Participant's account to cover the cost of recordkeeping the outside assets.

Amount and/or location of additional disclosure information

The fee is \$50 per year. Additional information may be found in your Self Directed Option Custody Agreement.

▼ Self Directed Option (SDO) Initial Fee¹**Description of services rendered and method of payment**

A fee deducted from the Participant's account at the time of the initial transfer to the SDO. SDO gives a participant the option of self directing his or her investments through Charles Schwab.

Amount and/or location of additional disclosure information

The fee is \$50 for opening the account. Additional information may be found in your Self Directed Option Custody Agreement.

¹ Items noted above are considered direct compensation to Nationwide and are paid directly from Plan assets.

² Items noted above are considered direct compensation to a party other than Nationwide as indicated above and are paid directly from Plan assets.

³ Items noted above are considered indirect compensation to Nationwide and not paid from Plan assets. Items are paid by the applicable subcontractor as noted above.

⁴ Items noted above are considered direct compensation to Nationwide and are paid directly from Plan assets if directed to deduct by the Sponsor. If items are billed and paid by the Sponsor, they would not be considered direct or indirect compensation.

⁵ A portion of the proceeds from the items noted above are considered direct compensation to Nationwide and are paid directly from Plan assets. The remainder of the proceeds may be used to pay plan expenses at the discretion of the plan.

⁶ A portion of the proceeds from the items noted above are considered indirect compensation to Nationwide and not paid from Plan assets. The remainder of the proceeds may be used to pay plan expenses or reimburse participants at the discretion of the plan. Items are paid by the applicable subcontractor as noted above.

NRW-4498AO.1

Nationwide Retirement Solutions and Nationwide Life Insurance Company (collectively "Nationwide") have endorsement relationships with the National Association of Counties, the International Association of Fire Fighters-Financial Corporation, and the National Association of Police Organizations.

Nationwide may receive payments from mutual funds or their affiliates in connection with certain investment options. [Learn more about these payments.](#)

Retirement Specialists provide information for educational purposes only. This information is not meant to be used as investment advice. Retirement Specialists are Registered Representatives of Nationwide Investment Services Corporation, member [FINRA](#).

Your plan may offer a Nationwide Bank product. [Learn more about Bank products.](#)

PARTICIPANT COMMUNICATION



COUNTY OF FRESNO PARTICIPANT STATEMENT





Acct#: [REDACTED]

June 1, 2019 - June 6, 2019



Please review your statement carefully. Corrections may not be accepted more than 45 days after the closing date of the statement.

Questions? Contact Us!**CUSTOMER SERVICE:** (877)693-2457**(ESPAÑOL):** (800)649-9494**TTY:** (800)848-0833**Website:** www.fresno457.com

Write us at: NATIONWIDE RETIREMENT
SOLUTIONS
PO BOX 182797
COLUMBUS OH 43218-2797

Nationwide Investment Services Corporation, member FINRA, In Michigan Only:
Nationwide Investment Svcs. Corporation

Activity at a Glance

	<u>457(b) Plan</u>	<u>457(b) Rollover (Pre-Tax)</u>	<u>Total</u>
Balance as of 06-01-19	\$35,704.01	\$29,594.53	\$65,298.54
Contributions/Loan Payments*	\$0.00	\$0.00	\$0.00
Interest/Dividend/Cap Gain/Reimb	\$1.77	\$1.45	\$3.22
Gain/Loss	\$456.18	\$378.11	\$834.29
Distributions/Loan Disbursements**	\$0.00	\$0.00	\$0.00
Charges/Fees	\$0.00	\$0.00	\$0.00
Balance as of 06-06-19	\$36,161.96	\$29,974.09	\$66,136.05

See your loan information inside!

*Including, but not limited to, Employee and Employer Contributions, Loan Principal Payments, Rollovers and Transfers In.

**Including, but not limited to, Rollovers and Transfers Out, Partial and Lump Sum Payments.

Total Gain Loss Since Joining

<u>Plan Type</u>	<u>Contributions Since Joining/ Transfers In/Loan Payment</u>	<u>Withdrawals/Transfers Out/Loan Disbursement</u>	<u>Gain/Loss/Fees</u>	<u>Total Balance as of 06-06-19</u>
457(b) Plan	\$64,066.19	-\$4,000.00	\$6,069.86	\$66,136.05

"Since Joining" refers to the period of time your account has been administered by Nationwide. If applicable, the above data is inclusive of Self Directed Option balance. For more information about asset fees, contact your customer service center.

Contributions and Distributions Summary - June 1, 2019 to June 6, 2019

	<u>Last Contribution Amount</u>	<u>Contributions This Period</u>	<u>Contributions Year to Date</u>	<u>Last Distribution Amount</u>	<u>Distributions Year to Date</u>
457(b) Salary Reduction		\$0.00	\$1,635.00		\$0.00
457(b) Rollover (Pre-Tax)		\$0.00	\$0.00		\$0.00
457(b) Rollover		\$0.00	\$0.00		\$0.00

Statement Details

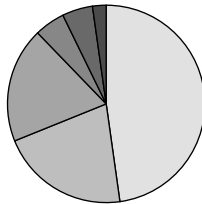
Your Asset Allocation - June 1, 2019 to June 6, 2019

To the right is your Account Allocation. Your Account Allocation is how the money in your account is divided among the investment options you have selected.

For more information on contributions and changing your ProAccount Investment Style, log on to **WWW.FRESNO457.COM**.

*Percentages and totals may not be exact due to rounding.

Your Account Allocation



ProAccount Investment Type:

457(b): Moderate

48% Bonds	\$32,007.44
21% Large-Cap Stocks	\$14,174.33
19% International Stocks	\$12,616.98
5% Small-Cap Stocks	\$3,350.35
5% Specialty	\$2,635.44
2% Mid-Cap Stocks	\$1,351.51
100% Total Percent/Value	\$66,136.05

Investment Option Summary - June 1, 2019 to June 6, 2019

Ending Price is as of 6/6/2019

Investment Option	Current Investment Election	Ending Price	Units/Shares	Value
457(b) Salary Reduction				
*Alger Spectra Z	4.00%	21.9400	66.5810	\$1,460.79
*BlkRk EAFE Eq Indx T	9.00%	20.7874	157.7573	\$3,279.36
*BlkRk Eq Indx M	7.00%	23.6229	109.3644	\$2,583.50
*BlkRk Rssl 2000 Indx M	5.00%	20.2867	90.3008	\$1,831.91
*BlkRk US Db Indx W	24.00%	22.7275	377.4391	\$8,578.26
*Col Divd Inc Y	10.00%	22.6900	163.3304	\$3,705.97
*FidAdv RealEst Inc Inst	4.00%	12.3400	116.7753	\$1,441.01
*FnklnTmp Gbl Bd R6	12.00%	11.1600	384.2587	\$4,288.33
*Henesy Focs Inst	2.00%	81.6100	9.0550	\$738.98
*Opp Devl Mkt I	4.00%	40.9900	34.9697	\$1,433.41
*RdgWrth Ttl Rtn Bd IS	13.00%	10.5200	440.5398	\$4,634.48
*WR Ivy Intl Cor Eq R6	6.00%	16.5000	132.4825	\$2,185.96
457(b) Salary Reduction Total	100.00%			\$36,161.96
457(b) Rollover (Pre-Tax)				
*Alger Spectra Z	N/A	21.9400	55.1879	\$1,210.82
*BlkRk EAFE Eq Indx T	N/A	20.7874	130.7626	\$2,718.21
*BlkRk Eq Indx M	N/A	23.6229	90.6505	\$2,141.43
*BlkRk MdCap Eq Indx M	N/A	21.2113	0.0000	\$0.00
*BlkRk Rssl 2000 Indx M	N/A	20.2867	74.8489	\$1,518.44
*BlkRk US Db Indx W	N/A	22.7275	312.8534	\$7,110.39
*Col Divd Inc Y	N/A	22.6900	135.3821	\$3,071.82
*FidAdv RealEst Inc Inst	N/A	12.3400	96.7932	\$1,194.43
*FnklnTmp Gbl Bd R6	N/A	11.1600	318.5061	\$3,554.53
*Henesy Focs Inst	N/A	81.6100	7.5056	\$612.53
*Nchls Ltd Edtn Inst	N/A	27.1700	0.0000	\$0.00
*Opp Devl Mkt I	N/A	40.9900	28.9858	\$1,188.13
*RdgWrth Ttl Rtn Bd IS	N/A	10.5200	365.1567	\$3,841.45
*WR Ivy Intl Cor Eq R6	N/A	16.5000	109.8127	\$1,811.91
457(b) Rollover (Pre-Tax) Total				\$29,974.09
457(b) Rollover				
*Alger Spectra Z	N/A	21.9400	0.0000	\$0.00
*BlkRk Eq Indx M	N/A	23.6229	0.0000	\$0.00
*BlkRk MdCap Eq Indx M	N/A	21.2113	0.0000	\$0.00
*Col Divd Inc Y	N/A	22.6900	0.0000	\$0.00
*Nchls Ltd Edtn Inst	N/A	27.1700	0.0000	\$0.00
*WR Ivy Intl Cor Eq R6	N/A	16.5000	0.0000	\$0.00
457(b) Rollover Total				\$0.00
TOTAL				\$66,136.05

* Fund is valued in shares rather than units

Investment Option Summary (continued)

Current Investment Election is only applicable to accounts funded by payroll deduction.

Your Account Values by Investment Option - June 1, 2019 to June 6, 2019

	Beginning Balance	Contributions/ Loan Payments	Exchanges	Distributions/ Loan Disbursements	Charges/ Credits/Fees	Interest/ Dividend/ Cap Gain/ Reimb	Gain/Loss	Ending Balance
457(b) Plan (0051910001)								
*Alger Spectra Z	\$1,428.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.63	\$1,460.79
*BlkRk EAFE Eq Indx T	\$3,213.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66.00	\$3,279.36
*BlkRk Eq Indx M	\$2,499.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84.22	\$2,583.50
*BlkRk Rssl 2000 Indx M	\$1,785.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.71	\$1,831.91
*BlkRk US Db Indx W	\$8,568.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9.29	\$8,578.26
*Col Divd Inc Y	\$3,570.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$135.57	\$3,705.97
*FidAdv RealEst Inc Inst	\$1,428.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.85	\$1,441.01
*FnklnTmp Gbl Bd R6	\$4,284.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.85	\$4,288.33
*Henesy Focs Inst	\$714.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.90	\$738.98
*Opp Devl Mkt I	\$1,428.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.25	\$1,433.41
*RdgWrth Ttl Rtn Bd IS	\$4,641.52	\$0.00	\$0.00	\$0.00	\$0.00	\$1.77	-\$8.81	\$4,634.48
*WR Ivy Intl Cor Eq R6	\$2,142.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.72	\$2,185.96
457(b) Plan Total	\$35,704.01	\$0.00	\$0.00	\$0.00	\$0.00	\$1.77	\$456.18	\$36,161.96
457(b) Rollover (Pre-Tax) (0051910001)								
*Alger Spectra Z	\$1,183.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.04	\$1,210.82
*BlkRk EAFE Eq Indx T	\$2,663.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.70	\$2,718.21
*BlkRk Eq Indx M	\$2,071.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69.81	\$2,141.43
*BlkRk Rssl 2000 Indx M	\$1,479.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.71	\$1,518.44
*BlkRk US Db Indx W	\$7,102.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.70	\$7,110.39
*Col Divd Inc Y	\$2,959.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$112.37	\$3,071.82
*FidAdv RealEst Inc Inst	\$1,183.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.65	\$1,194.43
*FnklnTmp Gbl Bd R6	\$3,551.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.19	\$3,554.53
*Henesy Focs Inst	\$591.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.64	\$612.53
*Opp Devl Mkt I	\$1,183.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.35	\$1,188.13
*RdgWrth Ttl Rtn Bd IS	\$3,847.29	\$0.00	\$0.00	\$0.00	\$0.00	\$1.45	-\$7.29	\$3,841.45
*WR Ivy Intl Cor Eq R6	\$1,775.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.24	\$1,811.91
457(b) Rollover (Pre-Tax) Total	\$29,594.53	\$0.00	\$0.00	\$0.00	\$0.00	\$1.45	\$378.11	\$29,974.09
TOTAL	\$65,298.54	\$0.00	\$0.00	\$0.00	\$0.00	\$3.22	\$834.29	\$66,136.05

* Fund is valued in shares rather than units

Gain/Loss is the difference between the account balance on the first and last day of the period, after allowing for the effects of transactions.

Transaction Details - June 1, 2019 to June 6, 2019

Pay Period End Date	Effective Date	Total Amount	Transaction Type	Money Source	Investment Option	Price	Units/Shares	Amount Per Fund
No Transaction Activity For This Period								

Your Beneficiary Information

	Primary Beneficiary		Contingent Beneficiary	
457(b) Plan	██████████	██████████	██████████	██████████

If no person, entity, or trust is listed as a beneficiary, a beneficiary designation may still exist on file. Please verify your beneficiary designation(s) by contacting Nationwide at (877)693-2457. You may also either return a completed Beneficiary Form, or if available, update your beneficiary designation(s) online. Please note that Nationwide does not warrant the accuracy or completeness of any beneficiary designation(s).

Your Loan Information - June 1, 2019 to June 6, 2019

Outstanding Loan Information

Plan Type	Loan Number	Issue Date	Maturity Date	Original Loan Amount	Interest Rate	Last Payment (Princ/Int)	Last Payment Date	Loan Status
457(b) Plan	200679257	06/19/2017	06/19/2022	\$4,000.00	6.00%	\$77.33	05/20/2019	Active

Statement Details

Loan Activity this Period

Loan	Principal Balance On	Principal	Principal Loan	Principal Loan	Principal
Number	06/01/2019	Paid	Adjustment	Disbursement	Offset
200679257	\$2,606.77	\$0.00	\$0.00	\$0.00	\$0.00

Loan Payments this Period

Principal Balance On	Principal	Interest	Finance Charges	Total
06/06/2019	Paid	Paid	Paid	Payment
\$2,606.77	\$0.00	\$0.00	\$0.00	\$0.00

SAMPLE PARTICIPANT RETIREMENT READINESS REPORT



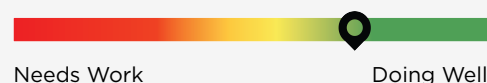
Dennis Blue's Retirement Readiness Report

as of 07/24/2017



This report helps you understand if you are on track for retirement and gives actions for potential improvement. The estimates are based upon the information you entered and can be further personalized by using the My Interactive Retirement Planner.

Your retirement readiness is on track



You're on track to receive:

What you may actually need:

Surplus
\$21/mo
\$264/yr

Projected Income

\$10,213/mo; \$122,556/yr

Based on an Investment total of \$1,227, a monthly Social Security amount of \$2,265 and a monthly pension amount of \$8,902

**\$10,213/mo
\$122,556/yr**

Projected Income

Desired Income

\$10,191/mo; \$122,292/yr

Based on 85% of your pre-retirement household income (\$90,000)

**\$10,191/mo
\$122,292/yr**

Desired Income

The comprehensive view of your assets is dependent upon the accuracy of your inputs. Use [My Interactive Retirement PlannerSM](#) from your account overview to edit information. Calculations are based on information provided and assumptions.

Contributions modeled by account

457- ENTITY OF NATIONWIDE **\$0/pay**

Contribution amount(s) shown here reflect the hypothetical amounts you selected with My Interactive Retirement Planner. Actual contribution amount(s) may vary.

Take action

Maintain your momentum

A contribution increase may prevent a future income gap.

[Increase my contribution](#)

Dennis Blue's Retirement Readiness Report

as of 07/24/2017

1-888-401-5272

MY INFORMATION

Age: 45 **Salary:** \$90,000
Retirement Start Age: 66

Pay Frequency: Biweekly
Years in Retirement: 24

Average Annual Salary Increase: 2.5%

MY INVESTMENTS

Accounts included

457- ENTITY OF NATIONWIDE	
Balance	\$1,227
Ongoing Contributions	\$0/pay
Total Balance Included	\$1,227
Assumed Average Rate of Return Before Retirement: 6%	
Assumed Average Rate of Return After Retirement: 4%	

Investments

\$1,227 total

MY SOCIAL SECURITY

\$2,265/mo

The social security information listed below is based on an estimation.

Benefits begin at age: 65

Total Social Security: \$2,265/mo

MY PENSION

\$8,902/mo

The pension information listed below is based on an estimation.

State: Pennsylvania

Benefits begin at age: 60

Plan/Tier: Philadelphia Board of Pensions
and Retirement - Plan A - Fire - 10 yr.
vesting

Currently working full time: 100%

Annual cost of living adjustment: 1%

Years of service upon retirement: 40

Total Pension: \$8,902/mo

DESIRED INCOME

Calculated to replace 85% of your pre-retirement income.

\$10,191/mo

PROJECTED INCOME

How much you're on track to receive during retirement.

\$10,213/mo

SURPLUS

The difference between your desired income and projected income.

\$21/mo

If you want to update any of the numbers listed, you can do so within the [My Interactive Retirement Planner](#). In Step 4, you can regenerate this report.

Disclosure

This material is not a recommendation to buy, sell, hold or roll over any asset, adopt an investment strategy, retain a specific investment manager or use a particular account type. It does not take into account the specific investment objectives, tax and financial condition, or particular needs of any specific person. Investors should work with their financial professional to discuss their specific situation.

While taking all reasonable measures to protect the security of information, we assume no responsibility for the consequences of any decisions or actions taken in reliance upon, or as a result of, the information provided to or by this tool. **My Interactive Retirement PlannerSM** provides a hypothetical compounding example that is for informational purposes and is not intended to predict or project investment results of any specific investment. **The potential accuracy of the estimated retirement income is contingent upon the accuracy of the information you provide.** Investment return will vary depending upon your investment selection, market experience and existing economic conditions. Assumptions do not include fees and expenses. If fees were reflected returns would be lower. While using this tool, you may choose to submit personal and financial information. This information will be used to calculate your projected monthly retirement income, and may potentially be used for the purpose of marketing and/or sale of other Nationwide[®] products. We will not intentionally sell, share or distribute your personal information to third parties, except as required by law.

Investing involves market risk, including the possible loss of principal. There is no guarantee investment objectives will be achieved.

My Interactive Retirement PlannerSM Methodology & Assumptions

Important: Participants are encouraged to speak with qualified professionals to learn more about their specific goals and savings needs.

My Interactive Retirement Planner (MIRP) allows participants to enter current and ongoing financial information and projected rates of return for the purpose of hypothetically projecting monthly retirement income and defining a retirement income goal against which to measure progress.

Default Projected Income Calculation

Basic participant account information and various default data assumptions are combined to establish a pre-MIRP projected retirement income. These include:

Participant information can include*:	Default data includes:
<ul style="list-style-type: none">• Combined account balances minus any defaulted loan amounts• Pension estimation• Social Security estimation• Date of birth• Contribution amount• Paycheck frequency	<ul style="list-style-type: none">• Desired retirement age of 60• 30 years in retirement• A minimum of 10 years in retirement, regardless of age• 6% assumed average rate of return before retirement• 4% assumed average rate of return after retirement• 3% annual inflation

*Some of the information above may or may not include certain estimates.

MIRP allows for personalization of most default data points. Changes are archived and retrieved upon reentry.

*Not eligible for personalization.

Personalized Projected Income Calculation

As additional and/or updated information is included, a robust and personalized projected monthly retirement income is provided. Any updates made to the default data will be archived and reflected in the projected and desired income amounts.

The personalized projected income is calculated by projecting the total retirement assets value at retirement. Then, numerous future and present value calculations are brought together to determine the total income needs at the start of retirement and for every month during retirement. Streams of income with varying start dates are incorporated to estimate projected monthly retirement income. When compared to the desired monthly retirement income, a gap or surplus is presented.

Important: MIRP provides a detailed target income gap analysis based on user provided data points & account information. This level of granular detail provides a more robust, personalized experience versus other tools that may offer basic retirement income calculations. As a result, final calculations and assumptions may differ between MIRP and other retirement income calculation tools.

General

Annual Salary & Annual Salary Increase

Combined (participant and spouse) annual salary is used to project desired income needs in retirement. MIRP assumes that annual salary will increase at an average annual rate of 2.5%, which can be adjusted by the participant.

Pre-tax Contributions

For the purpose of this projection all hypothetical illustrations are assumed to be pretax. For answers to specific questions, please consult your personal financial or tax advisor.

Rate of Return

Hypothetical rates of return before and after retirement apply only to investment options – both retirement plan and outside investments. Rates of return do not apply to other potential sources of income, including pension and Social Security. Rates of return are not guaranteed. Investing involves market risk, including the possible loss of principal.

MIRP defaults before retirement rate of return to 6% and after retirement rate of return to 4%. Participants may adjust the rate of return from -12% to 10%.

Inflation

MIRP assumes average annual inflation of 3%.

Retirement Age & Years in Retirement

Retirement Age is the age at which distributions from your retirement account are assumed to begin. MIRP defaults to a retirement age of 60, which can be adjusted by the participant.

Years in Retirement is the number of years projected to be spent in retirement and taking distributions. Years in retirement is defaulted to 30 years, but can be adjusted by the participant.

Participant and spouse are assumed to share a retirement end date.

Today's Dollars & Retirement Dollars

Today's Dollars represents projected retirement income and desired retirement income based on the Future Dollar amount with respect to the average annual inflation rate from the selected retirement date until now. **Retirement Dollars** represents projected income, and income needs at retirement. MIRP defaults desired and projected income amounts to retirement dollars.

Required Minimum Distributions (RMD)

In retirement the IRS generally requires participants to take required minimum distribution (RMD) payouts from the account by April 1 in the year after you turn 70½. MIRP does not account for RMDs when calculating projected income in retirement. RMDs may affect the amount of retirement income participants will, or be required to, withdraw.

Projected Retirement Income & Desired Income

MIRP assumes the hypothetical total account balance to be the balance of the retirement plan accounts and other financial assets at the retirement date, taking into account ongoing investment amount(s) and growth at the assumed rates of return.

Numerous future and present value calculations account for total income needs at the start of retirement. Streams of income with varying start dates are incorporated to provide projected retirement income. When compared to the desired income, a gap or surplus is presented.

Desired income (retirement spending goal) is calculated based on your current annual income and the impact of your annual salary increase, if applicable, until your chosen retirement age. A default desired income of 85% is initially used and can be updated at any time.

The retirement readiness indicator displayed in the graph is determined by dividing the projected income by the desired income.

Other Assets

Hypothetical illustrations are contingent upon the accuracy of the information you provide and maintain over time. Financial assets are assumed to grow based on current account balance, ongoing investment amount(s) and rate(s) of return.

IRS Contribution Limits

MIRP does not restrict users from modeling hypothetical contribution changes that may exceed IRS contribution limits. These limits still apply per IRS rules. However, MIRP does not apply IRS contribution limit restrictions to nonplan assets.

Contributions

Contribution Amounts & Pay Frequency

To calculate monthly retirement income, MIRP uses pay frequency on file. If no pay frequency is on file, biweekly is assumed. For the purpose of hypothetical contribution amount modeling, MIRP uses the pay frequency of the first retirement account on file.

Employer Match

MIRP uses user defined employer match information to calculate total ongoing contributions.

'Retirement Outlook' Graph & Contribution Recommendation

If applicable, the income gap is based on the difference between desired and projected retirement income. The contribution amount needed to potentially fill the gap is based on the pay frequency file identified on the personal information page.

Pension

Income

Projected annual pension benefit estimation includes factors such as:

Years of service

Compensation

Pension factor determined by the plan

This is only an estimate - provided by Still River Retirement Planning Software, Inc. Results may vary depending on unanticipated exceptions in the plan, recent retirement plan changes, differing methods for rounding ages or years of service or by future events, such as salary increases, early or delayed retirement, changes in plan structure, etc.

As retirement approaches, you're encouraged to request official pension estimates from your retirement plan administrator. The estimates provided here should not be considered fully accurate projections of future benefits.

COLA

If applicable, projected pension income assumes an annual, participant-defined cost of living adjustment beginning following the pension benefits commencement age. MIRP accepts values between 1% and 10%. If nothing is entered, 0% is assumed.

Social Security

Income

Estimates provided by Social Security Timing are provided without express or implied warranties and do not account for the full complexity of Social Security related rules. Please consult the Social Security Administration for more accurate benefit estimates.

This estimate was calculated by projecting your current salary back to age 23, reducing it annually by the greater of: 1) the average wage index for that year or 2) the cap on Social Security taxable earnings. In addition a "relative growth factor" is used to adjust earnings based on the average national earnings. For example, most people begin their working careers at a lower wage, with relatively few skills then find their wage increasing with additional skills. And salary growth slows closer to retirement age.

Your salary is also projected forward to your stop work age, using inflation. This hypothetical earnings record is used to project your Primary Insurance Amount (PIA), which projects potential benefit amounts at each whole year age. Potential spousal benefits are also calculated from the estimated PIA. Benefit amounts displayed are the greater of the retirement benefit or the spousal benefit.

If applicable, projected retirement income includes participant-defined Social Security income, pay frequency and age at which payouts would begin. If an annual Social Security amount is entered, the total is divided by 12 to project monthly income amount.

COLA/CPI

If applicable, projected retirement income includes the Social Security Administration defined [cost of living](#) adjustment for each tax year. The SSA COLA is based on increases in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPIW). CPIWs are calculated on a monthly basis by the Bureau of Labor Statistics.

Non-factors

The following are not factored into projected retirement income. If any of the following were included, projected income may decrease.

Healthcare Expenses
Insurance Needs
Tax Payments
Unforeseen Expenses

¹Latest Cost-of-Living Adjustment, <http://www.ssa.gov/oact/cola/latestCOLA.html>. Accessed 06/02/2014.

NRW-4797AO

SAMPLE PARTICIPANT SURVEY



Sample Satisfaction Survey

Deferred Compensation Plan Questionnaire 2018

INTRODUCTION

Your opinion matters to us! We are conducting an important study on the services that **PARTNER** employees receive from their Deferred Compensation retirement plan. We'd like very much to include your opinions in the study.

Nationwide is the company that manages the Plan, sends statements, and provides services to employees who participate in the Plan. Nationwide will use the results of this study to improve the service it provides to you.

Please be assured that any information you provide will remain confidential, so feel free to be candid with your comments. The survey will close at midnight on **xx**.

Screener Questions

A. Which category best describes your current status with **PARTNER**? Are you.....

1. Currently employed by **PARTNER**

2. Retired from **PARTNER**

[Skip to Q1/Terminate after QC]

(Determine with partner if want retirees in sample)

3. No longer employed by **PARTNER**

[Skip to QC, then terminate]

4. Don't know

[Skip to QC, then terminate]

B. Are you currently making voluntary contributions to your employer's 457(b) deferred compensation plan?

1. Yes

2. No

3. Don't know

C. Do you know that you can remain in the **PARTNER**'s Deferred Compensation retirement plan during retirement or after leaving service? This includes having access to all the resources and tools the Plan provides.

1. Yes

2. No

3. Don't know

Deferred Compensation Plan
Questionnaire 2018

PLAN OVERALL

Please think about your deferred compensation plan *overall*. Also, please keep in mind that this is a survey about the administrative services in the plan, not about the investments offered in the plan or investment performance.

1. Now I'd like you to think **overall** about all of the service you receive from Nationwide. All things considered, which one of the following statements best describes your level of satisfaction?

- | | |
|---|-----|
| I am extremely satisfied with the service I receive | - 5 |
| I am very satisfied with the service I receive | - 4 |
| I am somewhat satisfied with the service I receive | - 3 |
| I am not very satisfied with the service I receive | - 2 |
| I am not at all satisfied with the service I receive | - 1 |

- 1b. What is the primary reason for choosing [\[INSERT RATING FROM Q.1a\]](#) as your rating?
(Please be as specific as possible.) [\[OPEN END\]](#)

2. All things considered, how would you rate the **overall quality** of your deferred compensation program and the services it offers you?

- 5. Excellent
- 4. Very Good
- 3. Good
- 2. Fair
- 1. Poor

Deferred Compensation Plan Questionnaire 2018

SERVICE USAGE AND SATISFACTION WITH SERVICE

3. Which of the following have you done in the past 12 months?
[NA = NOT AWARE OF SERVICE, DK = DON'T KNOW]

(RANDOMIZE)	<u>Yes</u>	<u>No</u>	<u>NA</u>	<u>DK</u>
a. Called the Nationwide Customer Service Center's Toll-free 800 number and talked with a representative by telephone.	- 1	- 2	-8	-9
b. Called or met with local Nationwide staff dedicated to the PARTNER 's deferred compensation plan.	- 1	- 2	-8	-9
c. Logged onto the PARTNER 's deferred compensation plan website maintained by Nationwide with retirement plan, account, and transaction options. (Found here: www.URL.com).	- 1	- 2	-8	-9
d. Reviewed an email or direct mail regarding the deferred compensation plan.	- 1	- 2	-8	-9
e. Reviewed the Quarterly Account Statement.	- 1	- 2	-8	-9

Deferred Compensation Plan

Questionnaire 2018

4. [IF 'YES' IN 3A] How satisfied are you overall with the **Representatives of the Nationwide Customer Service Center's toll-free 800 number?**

Extremely satisfied	- 5
Very satisfied	- 4
Somewhat satisfied	- 3
Not very satisfied	- 2
Not at all satisfied	- 1

- 4a. Please rate how much you agree or disagree with the following statements about the **Representatives of the Nationwide Customer Service Center's toll-free 800 number.**
[RANDOMIZE.]

Strongly agree	- 5
Agree	- 4
Neutral	- 3
Disagree	- 2
Strongly disagree	- 1

- A. They provide information appropriate to my situation.
- B. They have strong problem resolution skills.
- C. They are knowledgeable.
- D. They resolve/complete requests in a timely manner.
- E. They are professional and courteous.

Deferred Compensation Plan

Questionnaire 2018

5. [IF 'YES' IN 3B] How satisfied are you overall with the **Local PARTNER Nationwide staff** on each of the following items?

Extremely satisfied	- 5
Very satisfied	- 4
Somewhat satisfied	- 3
Not very satisfied	- 2
Not at all satisfied	- 1

- 5a. Please rate how much you agree or disagree with the following statements about the **Local PARTNER Nationwide staff**.
[RANDOMIZE.]

Strongly agree	- 5
Agree	- 4
Neutral	- 3
Disagree	- 2
Strongly disagree	- 1

- A. They have strong problem resolution skills.
- B. They help me make informed decisions.
- C. They provide information appropriate to my situation.
- D. They explain the benefits of deferred compensation.
- E. They are professional and courteous.

Deferred Compensation Plan Questionnaire 2018

6. [IF 'YES' IN 3C] How satisfied are you overall with the **PARTNER's deferred compensation plan website?**

Extremely satisfied	- 5
Very satisfied	- 4
Somewhat satisfied	- 3
Not very satisfied	- 2
Not at all satisfied	- 1

- 6a. Please rate how much you agree or disagree with the following statements about the **PARTNER's deferred compensation plan website**.
[RANDOMIZE.]

Strongly agree	- 5
Agree	- 4
Neutral	- 3
Disagree	- 2
Strongly disagree	- 1

- A. There is a range of information provided.
- B. The website is easy to navigate.
- C. It is easy to make changes to my account (including contributions, investments, allocations, beneficiaries, or other).
- D. It is easy to access my account.
- E. The available education materials (e.g., presentations, videos, articles) are helpful.

- 6b. Have you used the My Interactive Retirement PlannerSM tool on the plan website? (An on-line interactive planning tool which helps you set your retirement planning goals, including your retirement savings, pension and social security, to help determine how much money you will need in retirement.)

- 1. Yes
- 2. No

- 6c. [IF 'YES' IN 6b] How satisfied are you overall with the tools offered on the web, specifically **My Interactive Retirement PlannerSM** tool, which helps you set your retirement planning goals, including your retirement savings, pension and social security?

Extremely satisfied	- 5
Very satisfied	- 4
Somewhat satisfied	- 3
Not very satisfied	- 2
Not at all satisfied	- 1

Deferred Compensation Plan
Questionnaire 2018

7. [IF 'YES' IN 3D] How satisfied are you overall with the **PARTNER's Email or Mail Communication** you receive?

Extremely satisfied	- 5
Very satisfied	- 4
Somewhat satisfied	- 3
Not very satisfied	- 2
Not at all satisfied	- 1

- 7a. Please rate how much you agree or disagree with the following statements about the **PARTNER's Email or Mail Communication**.
[RANDOMIZE.]

Strongly agree	- 5
Agree	- 4
Neutral	- 3
Disagree	- 2
Strongly disagree	- 1

- A. Communications are relevant and timely.
- B. There is a range of information provided.
- C. Messages are easy to understand.
- D. Messages make it easy for me to take action.
- E. Messages help keep retirement planning on my mind.

Deferred Compensation Plan

Questionnaire 2018

8. [IF 'YES' IN 3E] How satisfied you are overall with the **Quarterly Account Statements**?

Extremely satisfied	- 5
Very satisfied	- 4
Somewhat satisfied	- 3
Not very satisfied	- 2
Not at all satisfied	- 1

- 8a. Please rate how much you agree or disagree with the following statements about the **Quarterly Account Statements**.

[RANDOMIZE.]

- A. The statements are accurate.
- B. The statements are timely.
- C. The information in the statements is clear and easy to understand.
- D. There is a range of information provided.

Deferred Compensation Plan
Questionnaire 2018

ECONOMY

9. Over the past 12 months, how well would you say that your **457(b) deferred compensation plan** has performed?

Extremely well	- 5
Very well	- 4
Somewhat well	- 3
Not very well	- 2
Not well at all	- 1

10. How much do you agree with the following statement?

“During the *past 12 months*, the **PARTNER**’s deferred compensation plan has, in general, provided me with very good investment and retirement savings opportunities.”

Strongly agree	- 5
Agree	- 4
Neutral	- 3
Disagree	- 2
Strongly disagree	- 1

11. Now I’d like you to think about the economy **overall** in the past 12 months. All things considered, which one of the following statements best describes your view of the economy?

I think the economy has gotten better in the past 12 months	- 1
I think the economy has stayed the same in the past 12 months	- 2
I think the economy has gotten worse in the past 12 months	- 3

Deferred Compensation Plan Questionnaire 2018

12. [Ask current employees only.] Do you plan to increase the amount you contribute to **PARTNER**'s Deferred Compensation plan this year?

I have already increased my contributions this year.	- 1
I plan to increase my contributions before the end of this year.	- 2
I'm still deciding about changing my contributions this year.	- 3
I do not plan to increase my contributions this year.	- 4

13. If you could recommend one change or improvement to **PARTNER**'s Deferred Compensation plan, what would it be? *(Please be as specific as possible.)*

Deferred Compensation Plan Questionnaire 2018

DEMOGRAPHICS

13. What is your age in years? [Open-ended. Range 18+]
14. Which of the following is the highest level of education you have completed?
- | | |
|-------------------------------------|-----|
| 8th Grade or less | - 1 |
| Some high school | - 2 |
| Completed high school or have GED | - 3 |
| Some college | - 4 |
| Completed college | - 5 |
| Graduate studies or advanced degree | - 6 |
| I prefer not to answer. | - 9 |
15. What is your gender?
- | | |
|-------------------------|-----|
| Male | - 1 |
| Female | - 2 |
| Other | - 3 |
| I prefer not to answer. | - 9 |
16. Which of the following best describes you?
- | | |
|---|-----|
| Not married and not living with a domestic partner (single, separated/divorced, widowed) | - 1 |
| Married/partnered and the primary wage earner for your household | - 2 |
| Married/partnered and a secondary or equal (but not primary) wage earner for your household | - 3 |
| I prefer not to answer. | - 9 |
17. Which category best represents your total household income before taxes?
- | | |
|------------------------------|-----|
| Less than \$30,000 | - 1 |
| \$30,000 to under \$50,000 | - 2 |
| \$50,000 to under \$70,000 | - 3 |
| \$70,000 to under \$100,000 | - 4 |
| \$100,000 to under \$150,000 | - 5 |
| \$150,000 to under \$200,000 | - 6 |
| \$200,000 or more | - 7 |
| I prefer not to answer. | - 9 |

Deferred Compensation Plan Questionnaire 2018

18. Which category best represents the current value of your total household savings and investments, excluding the value of real estate or any businesses that you own or the value of any workplace retirement plans, such as your 457(b) deferred compensation plan?

Less than \$25,000	- 1
\$25,000 to less than \$50,000	- 2
\$50,000 to less than \$100,000	- 3
\$100,000 to less than \$250,000	- 4
\$250,000 or more	- 5
I prefer not to answer.	- 9

Thank you for your feedback!

INVESTMENT INFORMATION



PREFERRED LINEUP INFORMATION



Investment Option	Expense Ratio %	Revenue Sharing %	Cheaper Share Class?	Financial Relationship?
Great-West Lifetime 2015 Trust	0.43%	0.00%	Unknown	Yes
Great-West Lifetime 2025 Trust	0.43%	0.00%	Unknown	Yes
Great-West Lifetime 2035 Trust	0.44%	0.00%	Unknown	Yes
Great-West Lifetime 2045 Trust	0.44%	0.00%	Unknown	Yes
Great-West Lifetime 2055 Trust	0.45%	0.00%	Unknown	Yes
Fidelity Advisor Real Estate Income Fund - Institutional Class	0.75%	0.25%	Class Z (0.62%)	Yes
Franklin Utilities Fund - Class R6	0.50%	0.00%	No	Yes
BlackRock EAFE Equity Index Fund T	0.12%	0.00%	Unknown	Yes
Ivy International Core Equity Fund - Class N	0.79%	0.00%	No	Yes
Oppenheimer Developing Markets I	0.87%	0.00%	No	Yes
BlackRock Russell 2000 Index Fund M	0.06%	0.00%	Unknown	Yes
Janus Henderson Small Cap Value Fund - Class N	0.81%	0.00%	No	Yes
Nicholas Limited Edition Fund - Institutional Class	0.86%	0.00%	No	Yes
BlackRock Mid Capitalization Equity Index Fund M	0.05%	0.00%	Unknown	Yes
Hennessy Focus Fund Institutional Class	1.10%	0.10%	No	Yes
Alger Spectra Fund - Class Z	0.94%	0.00%	Class Y (0.89%)	Yes
BlackRock Equity Index Fund M	0.02%	0.00%	Unknown	Yes
Columbia Dividend Income Fund - Class Y	0.58%	0.00%	No	Yes
Oakmark Equity and Income Fund (The) - Class I	0.59%	0.00%	No	Yes
BlackRock US Debt Index Fund W	0.05%	0.00%	Unknown	Yes
Templeton Global Bond Fund - Class R6	0.57%	0.00%	No	Yes
Virtus Seix Total Return Bond Fund - Class R6	0.31%	0.00%	No	Yes
Fresno County Stable Value Fund	0.35%	0.00%	Unknown	Yes

OPTIONAL SERVICES & ENHANCEMENTS



PROACCOUNT BROCHURE



Retirement Plans

ProAccount® overview

Choose professional management

Choose confidence

Nationwide **ProAccount**®

APPROVED FOR CONSULTANT
AND PLAN SPONSOR USE

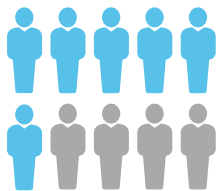


Nationwide®
is on your side

Many participants find investing challenging

As a Plan Sponsor, you know that the quality of your participants' retirement may depend on how well they manage their retirement investments now and going forward.

Unfortunately, many of them are uncertain about their ability to reach their goals.



60% of retirement participants lacked confidence in their ability to make the right investment decisions.¹

For participants who are unsure about choosing investments, or who simply lack the time or the desire to do it, Nationwide ProAccount may be an appropriate choice. It's a managed account service that does the investing for them.

¹ AllianceBernstein, Inside the Minds of Plan Participants (2015).

Managed accounts help take the guesswork out of retirement planning

A managed account service is designed for investors who would rather use an investment manager than do it themselves.

Investment managers:



Base their decisions on objective advice



Are skilled at asset allocation and diversification²



Use a disciplined process for identifying and selecting fund managers who are expected to add value in a diversified portfolio



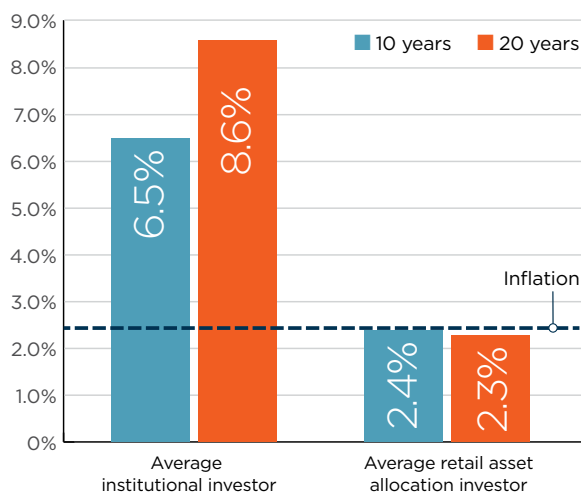
Are more likely to stay invested during periods of market turbulence because of their rigorous and disciplined investment process

² Asset allocation and diversification do not assure a profit or prevent a loss in a down market.

Nationwide ProAccount lets participants take advantage of institutional investing strategies.

Institutional investors are investment management companies that manage money for corporations, pensions and endowments. Retail asset allocation investors are individuals who manage their own portfolios. Research shows that the average institutional investor outperforms the average individual investor by more than 5% annualized over a 20-year period.

Institutional outperformance³



3.87% annualized over 10 years

5.2% annualized over 20 years

Past performance does not guarantee future results.

Investing involves market risk, including possible loss of principal, and there is no guarantee that investment objectives will be achieved.

As you can see, the investment returns of an average retail investor failed to meet or exceed inflation, while institutional investors, on average, outperformed them by a factor of more than three.

Imagine the difference that could make to the quality of your participants' retirement.

³ Source: DALBAR and Wilshire Trust Universe Comparison Service. Average equity investor, bond investor, asset allocation investor and inflation data from All Public Funds Universe, DALBAR. Data as of 12/31/2015.

Nationwide ProAccount brings institutional-quality investing to your Plan

Nationwide ProAccount is a “do it for me” solution for participants who recognize the value of having their accounts managed by investment managers. It is made available by Nationwide Investment Advisors, LLC (NIA), a wholly owned subsidiary of Nationwide Life Insurance Company.

NIA provides due diligence and monitoring services that support your efforts to fulfill your investment fiduciary responsibility by serving as a fiduciary for participants using the service.

NIA selected Wilshire Associates to serve as Nationwide ProAccount’s Independent Financial Expert. Wilshire is a leading provider of investment products and services to more than 500 organizations with combined assets of approximately \$7 trillion.⁴

Asset allocation does not assure a profit or prevent a loss in a down market.

⁴ Client assets are as represented by Pensions and Investments, detailed in P&I’s “Largest Retirement Funds” and P&I’s “Largest Money Managers (U.S. institutional tax-exempt assets)” as of 9/30/13 and 12/31/13, and published 2/3/14 and 5/26/14, respectively.

How Nationwide ProAccount works



Employees complete a questionnaire that helps identify their risk tolerance



An investment portfolio is implemented based on an employee's age and personal tolerance for risk



NIA monitors portfolios managed by Wilshire; adjustments are made as conditions warrant



Regular communications are provided to participating employees to keep them updated about the managed account program



A managed approach

Nationwide Investment Advisors and Wilshire work together to make institutional-quality investing available to your participants.

Nationwide Investment Advisors (NIA)	Wilshire
<ol style="list-style-type: none">1. Selects and monitors the Independent Financial Expert (Wilshire)2. Implements investment advice generated by Wilshire3. Monitors the Investment strategies used by Wilshire4. Provides periodic communications and support	<ol style="list-style-type: none">1. Researches investment strategies and asset classes to build asset allocations for the portfolios2. Selects the specific investments for the portfolios and changes the funds and allocations in the portfolios to help keep in line with the time horizon and market changes

Participant benefits

Participants who select Nationwide ProAccount enjoy the confidence that comes from:



Professional fund selection and asset allocation



Periodic portfolio adjustments intended to help keep them on track toward their retirement goals



No minimum account balance or cancellation fees



Ongoing communications

Asset allocation does not assure a profit or prevent a loss in a down market.

Plan Sponsor benefits

Sponsors who add Nationwide ProAccount to their Plan can benefit from:



A valuable “do it for me” solution for your Plan and its participants



The expertise of an experienced institutional investment firm



Assistance in meeting your fiduciary responsibility



No additional cost to your Plan*

*Participants electing to enroll in ProAccount are charged an investment advisory fee as more fully described in NIA's Form ADV Part 2A.

Nationwide provides support and resources to educate your employees

We provide participant materials that promote the program and explain how it works. These help to ensure that your employees are confident about their choice to use Nationwide ProAccount.

Once participants are enrolled, we make sure they stay well-informed about the Nationwide ProAccount program. Communications include:



Enrollment kit



Meeting notice



Flyer



Brochure



Email correspondence



Presentation



Postcard



To learn more or add Nationwide ProAccount call your Nationwide representative at 1-855-463-4977.



This material is not a recommendation to buy, sell, hold or roll over any asset, adopt an investment strategy, retain a specific investment manager or use a particular account type. It does not take into account the specific investment objectives, tax and financial condition or particular needs of any specific person. Investors should work with their financial professional to discuss their specific situation.

No investment strategy or program, including participation in Nationwide ProAccount, can guarantee a profit or avoid loss.

Nationwide Investment Advisors, LLC (NIA) provides investment advice to plan participants enrolled in Nationwide ProAccount. NIA is an SEC-registered investment adviser.

NIA has retained Wilshire® as an Independent Financial Expert for Nationwide ProAccount. Wilshire provides investment allocation portfolios based on participant ages and their personal tolerance for investment risk.

NIA assesses participants an asset-based fee for the managed account services.

Retirement products are offered by Nationwide Trust Company, FSB, a unit of Nationwide Bank®, or Nationwide Life Insurance Company.

Wilshire is a registered service mark of Wilshire Associates, which is not an affiliate of Nationwide or NIA.

Nationwide, the Nationwide N and Eagle, Nationwide is on your side and Nationwide ProAccount are service marks of Nationwide Mutual Insurance Company. ©2016 Nationwide

NRM-12912AO.2 (11/16)

NIA FORM ADV PART 2A





Item 1 Cover Page

Nationwide Investment Advisors, LLC

10 West Nationwide Blvd

Mail Code: 5-02-301J

Columbus, OH 43215

March 28, 2018

Part 2A of Form ADV

This document ("brochure") provides information about the qualifications and business practices of Nationwide Investment Advisors, LLC ("NIA"). If you have any questions about the contents of this brochure, please contact us at 1-888-540-2896.

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Nationwide Investment Advisors, LLC ("NIA") is a registered investment adviser. Registration of an investment adviser does not imply any level of skill or training. Additional information about NIA is also available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 Material Changes

In this Item, NIA summarizes specific changes that are made to the brochure, since its last annual update, which it believes a client would consider important (material changes). NIA provides its clients with a summary of any material changes to this and subsequent brochures within 120 days of the close of its fiscal year on December 31.

NIA last updated its Form ADV Part 2A (“brochure”) on March 31, 2017. The following summary discusses the material changes that NIA has made to the brochure since March 31, 2017.

- Update to Item 4 - The “Point in Time Non-Discretionary Advice” is no longer offered and this section has been removed. A description of the currently offered non-discretionary advice service, marketed as “My Investment Planner” has been added. NIA does not charge a separate fee for this Non-Discretionary Advice Service.

At any time, clients may request a free copy of NIA’s brochure by calling 1-888-540-2896, or by e-mail at proacct@nationwide.com.

Additional information about NIA is also available on the SEC’s web site www.adviserinfo.sec.gov. The SEC’s web site also provides information about any persons affiliated with NIA who are registered as investment adviser representatives of NIA.

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Item 4 **Advisory Business**

This brochure provides information about the business practices of NIA. NIA is an indirect subsidiary of Nationwide Financial Services, Inc. ("Nationwide Financial"). NIA is a registered investment adviser under the Investment Advisers Act of 1940. NIA's advisory representatives are registered as investment adviser representatives in accordance with the requirements of the state in which they operate.

NIA's Background Information -- NIA was formed on May 12, 2006, as a limited liability company. NIA is wholly owned by Nationwide Life Insurance Company ("NLIC"), which is wholly owned by Nationwide Financial. Nationwide Financial is wholly owned by Nationwide Corporation, a holding company for entities affiliated with Nationwide Mutual Insurance Company. None of these Nationwide entities is publicly held.

NIA's advisory services are provided through portfolio management, asset allocation models, and managed accounts for its programs described below.

Advice Program for Plan Sponsors of Trustee Directed Retirement Plans

NIA offers a discretionary investment advisory service (the "Advice Program") to plan sponsors of defined benefit plans and certain other trustee directed retirement plans that use a retirement program offered by an affiliated company, Nationwide Trust Company, a division of Nationwide Bank ("Nationwide Trust Company"). Under the Advice Program, the plan sponsor appoints NIA to allocate and reallocate the plan's assets in accordance with an investment strategy developed and maintained by the Portfolio Strategist, Wilshire Associates ("Wilshire"), a third party unaffiliated adviser described below. Prior to establishing an advisory account, the plan sponsor must complete a Program Questionnaire designed to assist the plan sponsor in its selection of an investment portfolio ("Portfolio") that is designed to meet the plan's investment objectives, selections and preferences including, but not limited to, reasonable restrictions the plan may wish to place on the management of its eligible retirement plan account assets. Based on the plan sponsor's responses to the questionnaire the Portfolio Strategist will suggest an investment strategy and a corresponding Portfolio. The plan sponsor is solely responsible for approving the Portfolio identified, or if it chooses, selecting a different Portfolio created by the Portfolio Strategist. Following the plan sponsor's completion of the Advice Program Questionnaire and selection of a Portfolio, NIA will establish the plan's advisory account under the Advice Program, which NIA will manage in accordance with the Portfolio selected by the plan sponsor.

ERISA -- In conjunction with its offering of this program for Plan Sponsors of Trustee Directed Retirement Plans subject to ERISA, NIA acts as an "investment manager" within the meaning of Section 3(38) of ERISA and the Internal Revenue Code of 1986, as amended (the "Code"), and is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code.

NIA agrees that in performing any of its duties and obligations under the agreement, NIA will act in conformity with all terms and provisions of the agreements with the plan participants and any instructions given pursuant thereto or otherwise, and will conform to and comply with the requirements of the Advisers Act and all other applicable federal and state laws, rules and regulations, as each may be amended from time to time.

NIA Non-Discretionary Advice Service (Also marketed as "My Investment Planner")

NIA may provide non-discretionary Advice to retirement plan participants (the "Clients") in certain retirement plans. NIA collects client and plan information, which forms the basis for criteria used by an Independent Financial Expert ("IFE") to suggest a model portfolio. Client financial risk-tolerance information is collected on a risk-tolerance questionnaire completed by the client and submitted to NIA. NIA also obtains information about the Plan's investment policies and goals. NIA has hired Wilshire to be the IFE for the non-discretionary advice

service, as described below. For plans that utilize this service, all eligible investment options available in the plan's investment lineup are considered. In the evaluation of these investment options, Wilshire takes into account the range of asset fees associated with the Nationwide Retirement Program but does not consider the specific asset fees charged to each retirement plan. Wilshire has sole control and discretion over the development and ongoing maintenance of the advice portfolios, including periodic rebalancing and changes to asset allocation and fund selection. Wilshire's portfolio design process takes into account the varying tolerances for risk of Clients.

Clients seeking advice will complete a questionnaire to identify the Client's risk profile. The completed questionnaire identifies the appropriate risk-based portfolio, ranging from conservative to aggressive. This non-discretionary portfolio advice is provided to the Client. The Client is solely responsible for implementing the recommended portfolio allocations. NIA does not have discretionary authority over the Client's account and is not responsible for buying or selling any securities for the Client's account.

The Advice portfolios are assessed at least quarterly to determine if reallocation or rebalancing is needed. More frequent reallocation or rebalancing may occur as determined by Wilshire. NIA receives the reallocation and rebalancing instructions and initiates the necessary transactions to implement those instructions.

Wilshire Associates

NIA has hired Wilshire Associates ("Wilshire") to be the Portfolio Strategist for the Advice Program and the IFE for Nationwide ProAccount®. Wilshire, a global independent investment consulting and services firm, provides consulting services, analytics solutions and customized investment products to plan sponsors, investment managers and financial intermediaries. Wilshire has extensive manager research and selection capabilities with experienced analysts, who conduct approximately 1,200 meetings each year to evaluate managers and management firms on quantitative and qualitative factors. Wilshire has over 40 years of experience developing capital market assumptions, evaluating risk and liability profiles and constructing diversified portfolios to meet the specific needs of its clients. Using this experience, Wilshire's multi-discipline portfolios combine strategic asset allocation policy with the diversification of multiple investment managers.

As IFE, Wilshire develops and maintains investment portfolios for Nationwide ProAccount as described below. For plans that utilize the Nationwide Retirement Program, Wilshire considers, pursuant to the plan's authorization, all eligible mutual fund investment options available to the plan participants when creating the ProAccount portfolios. In its evaluation of these investment options, Wilshire takes into account the range of asset fees associated with the Nationwide Retirement Program but does not consider the specific asset fees charged to each retirement plan. The list of eligible investments is subject to change over time and is based on the IFE's evaluation of a variety of factors including, but not limited to, client demand, suitability and technology requirements.

Wilshire has sole control and discretion over the development and ongoing maintenance of the Nationwide ProAccount portfolios, including periodic rebalancing and changes to asset allocation and fund selection. Wilshire's investment process is designed to take into account the evolving investment needs of retirement plan participants over time, as well as varying tolerances for risk. Each Nationwide ProAccount portfolio will undergo a progression of asset allocation changes over the course of a participant's time horizon and in accordance with his or her risk profile and investment preferences as identified by information obtained from the participant or by the plan sponsor/trustee. Wilshire assesses the Nationwide ProAccount portfolios at least quarterly to determine if reallocation or rebalancing is needed. More frequent reallocation or rebalancing may occur as determined by Wilshire.

NIA is responsible for the selection of Wilshire as IFE and the periodic monitoring of its services. In certain circumstances, NIA may terminate Wilshire and engage the services of a suitable replacement IFE for Nationwide ProAccount without prior notice to affected plan sponsors or ProAccount Clients.

Wilshire provides its services directly to NIA and does not have a contract with the plan or the ProAccount Client. All fees and expenses charged by Wilshire for its services will be paid by NIA. NIA is solely responsible for implementing the Nationwide ProAccount portfolios in each ProAccount Client's retirement plan account.

Nationwide ProAccount in the Nationwide Retirement Program and the NRS Retirement Program

NIA offers a discretionary managed account service called Nationwide ProAccount that provides professional management of assets in participant directed or plan sponsor/trustee directed defined contribution and deferred compensation retirement plans. Nationwide ProAccount offers individualized participant level investment advice, using a process developed and maintained by the IFE, which is designed to address the investment objectives of retirement plan participants. NIA has hired and monitors the overall performance the IFE. NIA offers Nationwide ProAccount to plan sponsors/trustees for the benefit of plan participants or directly to participants in private sector retirement plans and governmental deferred compensation plans that use the retirement products and services of NLIC and Nationwide Trust Company, a division of Nationwide Bank ("Nationwide Trust Company") (collectively, the "Nationwide Retirement Program") and Nationwide Retirement Solutions, Inc. ("NRS") and its affiliates (collectively, the "NRS Retirement Program").

Electing Nationwide ProAccount -- Plan sponsors of retirement plans utilizing the Nationwide Retirement Program and NRS Retirement Program that desire to make Nationwide ProAccount available to their participants must approve NIA as an authorized provider of investment advice to the plan in accordance with the plan's investment policy and applicable plan documents. A participant seeking to become a Nationwide ProAccount client ("ProAccount Client") will enter into an individual investment advisory agreement with NIA and complete a financial risk-tolerance questionnaire to help identify his or her individual risk-tolerance, investment preferences and investment time-horizon, as well as to indicate any reasonable restrictions the participant may wish to place on the management of his or her retirement plan account assets. Additionally, risk tolerance, investment horizon, and retirement objectives information you provide to NIA or an affiliate of NIA may be used by the IFE to further assist in providing investment advice.

After NIA has accepted the participant as a ProAccount Client, NIA will place his or her retirement plan account assets in an investment portfolio developed by the IFE, which matches the risk profile and time horizon of the ProAccount Client. Due to similarities in risk profiles and time horizons, an investment portfolio solution may be appropriate for more than one plan participant. NIA will periodically allocate and rebalance the ProAccount Client's assets in accordance with the IFE's investment advice. NIA's investment discretion over ProAccount Client assets is limited to implementing the IFE's investment advice, which NIA does not have authority to modify.

Automatic Enrollment into Nationwide ProAccount – Where permitted by state law, Plan sponsors of retirement plans administered by Nationwide may elect to have plan participants automatically enrolled into Nationwide ProAccount as permitted under the documents establishing the plan. Through automatic enrollment, plan participants receive written notice of the automatic enrollment process from the plan sponsor and are provided a reasonable opportunity, as determined by the plan sponsor, to opt out of the service. Subject to their ability to opt out of the ProAccount ongoing service, participants are automatically enrolled into Nationwide ProAccount at the plan sponsor's direction, and their assets are managed in accordance with an investment portfolio that corresponds to their age and assumes a moderate risk profile unless otherwise directed by the plan sponsor or plan participant. Participants will also be given the opportunity to affirmatively elect Nationwide ProAccount by entering into an investment advisory agreement with NIA and completing a Nationwide ProAccount questionnaire, which allows for a more individualized risk-tolerance analysis and may result in the selection of a more appropriate risk-based portfolio.

Plan Sponsor/Trustee Directed Plan Election -- In certain cases, plan sponsors of plans that utilize the Nationwide Retirement Program may elect Nationwide ProAccount in connection with the management of employer-directed participant account assets. In these cases, the plan sponsor/trustee enters into an investment advisory agreement with NIA and directs NIA to enroll participants in portfolios corresponding to age and risk tolerance parameters specified by the plan sponsor/trustee. NIA does not contact participants or otherwise assist the plan sponsor/trustee in identifying an appropriate investment portfolio for participants. NIA will allocate and rebalance participant account assets in accordance with the IFE's portfolio selected by the plan sponsor/trustee. NIA's investment discretion over participant account assets is limited to implementing the IFE's investment advice, which NIA does not have authority to modify.

ERISA -- In conjunction with its offering of Nationwide ProAccount to participants in retirement plans subject to ERISA, NIA acts as an "investment manager" within the meaning of Section 3(38) of ERISA and the Internal Revenue Code of 1986, as amended (the "Code"), and is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code.

NIA agrees that in performing any of its duties and obligations under the agreement, NIA will act in conformity with all terms and provisions of the agreements with the plan participants and any instructions given pursuant thereto or otherwise, and will conform to and comply with the requirements of the Advisers Act and all other applicable federal and state laws, rules and regulations, as each may be amended from time to time.

Investment Limitations --

In its development of portfolios for ProAccount Clients, the IFE does not consider whether the ProAccount Client has assets invested in certain investment alternatives, which may otherwise be available through the participant's plan (e.g. - self-directed brokerage accounts, individual stocks, employer stock, and certain participant directed Nationwide fixed contracts). The IFE may add to the list of eligible investments. The IFE may use the Nationwide fixed contract when developing portfolios for use in the NRS Retirement Program. In addition, consistent with the Department of Labor's guidance on the requirements of Qualified Default Investment Alternatives under the Pension Protection Act of 2006, mutual fund investment options that charge redemption fees to participants in retirement plans subject to ERISA are not eligible for consideration by the IFE.

Since Nationwide ProAccount is designed to be a comprehensive investment solution, ProAccount Clients must allocate their entire available retirement plan account balance (i.e., all unrestricted assets eligible for investment) to Nationwide ProAccount. Once enrolled in Nationwide ProAccount, NIA implements the IFE's portfolio allocation instructions. While enrolled in ProAccount, Clients are not permitted to make investment allocation changes to their retirement plan account assets managed through Nationwide ProAccount, including fund-to-fund transfers, changes to fund allocation, or utilization of automatic rebalancing. NIA will have no responsibility or liability for investment allocation changes ProAccount Clients make to their retirement plan account assets managed through Nationwide ProAccount in violation of this restriction. ProAccount Clients retain full inquiry access to their retirement plan accounts and may still request and be approved for loans (as applicable) and take applicable distributions.

NIA does not have any duty, responsibility or liability for retirement plan assets that are not part of the ProAccount Client's retirement plan account being managed through Nationwide ProAccount.

Total Client Assets under NIA management

The below amounts include the assets for *all* NIA advisory programs.

Amount of Client assets under NIA *discretionary* management as of December 31, 2017: **\$6,598.4 million.**

Amount of Client assets under NIA *non-discretionary* management as of December 31, 2017: **\$0.**
Implementation of the investment advice provided under this program is left solely up to the participants. NIA

does not track the extent to which the advice was acted upon and therefore reports no assets under management.

Item 5 Fees and Compensation

Advice Program for Plan Sponsors of Trustee Directed Retirement Plans

Plans participating in the Advice Program are charged a maximum annual fee of 0.50% ("Advice Program Fee"). The Advice Program Fee is calculated daily based on the market value of the plan's advisory account and payable at the end of each quarter. The Advice Program Fee is subject to change, and is in addition to any underlying fund, trustee, custodial, asset, service, administrative, or transactional fees that the plan may incur through the Nationwide retirement program.

The Advice Program Fee is negotiable, and NIA may offer certain plans discounted Advice Program Fees or other promotional pricing. Factors NIA considers when negotiating the Advice Program Fee with plan sponsors typically include:

- Amount of assets in the plan;
- Plan complexity and services required;
- Extent of Nationwide's overall business opportunity with the plan; and
- Competitive forces in the market.

Nationwide Trust Company acts as custodian for assets invested through the Advice Program and is authorized to deduct any and all Advice Program Fees, when due, from the plan's advisory account and to remit the fees to NIA as investment adviser.

Certain investment options, including those selected by the Portfolio Strategist, may impose trade restrictions on certain transactions. Plan sponsors should consult the applicable fund prospectuses or related materials for additional information on trade restrictions that may apply to investments offered through the plan.

Compensation to Nationwide Representatives – Investment adviser representatives of NIA involved in offering the Advice Program to plans are compensated for their services. Compensation may include both a base salary and incentives based on a plan adding the Advice Program and/or the amount of assets contributed to the Advice Program account. In addition, certain individuals who provide administrative or wholesale distribution services in support of the Advice Program may receive incentive compensation based on the amount of assets contributed to each Advice Program account.

Compensation from Mutual Funds -- To the extent permitted by applicable law or regulation, companies affiliated with NIA (collectively, "Nationwide") may receive compensation from the mutual funds selected by the Portfolio Strategist.

The Portfolio Strategist will not consider mutual funds for the Advice Program that are affiliated with Nationwide. The Portfolio Strategist's fees for services provided under the Advice Program are not related to the mutual funds it selects or otherwise influenced by the revenue Nationwide may receive from these mutual funds. The Portfolio Strategist has sole discretion to choose the investments used in the Advice Program.

NIA Non-Discretionary Advice Service

NIA does not charge the Client a separate fee for the NIA Non-Discretionary Advice Service.

Nationwide ProAccount in the Nationwide Retirement Program

ProAccount Clients in the Nationwide Retirement Program are charged a maximum annual fee of up to 1.35% of their Nationwide ProAccount assets ("Nationwide ProAccount Fee"). The Nationwide ProAccount Fee retained by NIA is no more than 1.00% of the Client's Nationwide ProAccount assets. NIA and its affiliates may compensate unaffiliated third parties for administrative services provided in support of Nationwide ProAccount.

The applicable Nationwide ProAccount Fee is shown within the Nationwide ProAccount investment advisory agreement between NIA and each ProAccount Client. The Nationwide ProAccount Fee is calculated daily based on the market value of Nationwide ProAccount assets and payable at the end of each quarter. The Nationwide ProAccount Fee is subject to change, and is in addition to any underlying fund, trustee, custodial, asset, service, administrative or transactional fees that the retirement plan or participant may incur through the Nationwide Retirement Program.

The Nationwide ProAccount Fee is negotiable at the plan level, and NIA may offer certain plans discounted Nationwide ProAccount Fees or other promotional pricing. Factors NIA considers when negotiating the Nationwide ProAccount Fee with plan sponsors typically include:

- Amount of assets in the plan;
- Number of participants in the plan;
- Resource and field coverage considerations (*e.g.*, number and location of employee work sites to be serviced);
- Competitive forces in the market.

Depending on the plan, either Nationwide Trust Company or NLIC acts as custodian for assets invested through the Nationwide Retirement Program, including those assets being managed through Nationwide ProAccount. The custodian is authorized to deduct any and all Nationwide ProAccount Fees, when due, from the ProAccount Client's retirement plan account and to remit the appropriate fees to NIA as investment adviser. The custodian may charge a separate custody fee which the custodian will also deduct in addition to the Nationwide ProAccount Fee, from the ProAccount Client's retirement plan account.

Payments by NIA to Service Providers -- NIA and its affiliates may compensate affiliated and unaffiliated third parties for administrative services provided in support of Nationwide ProAccount. Registered Investment Advisors Services, Inc., an affiliate of NIA, receives compensation for providing technology services that facilitate the management of participant accounts through the Nationwide Retirement Program.

NIA or its affiliates may pay the third party administrator ("TPA") of record, for the retirement plan through which Nationwide ProAccount is offered, an annual fee of up to 0.25% of Nationwide ProAccount assets for administrative services provided in support of Nationwide ProAccount ("PPA Administrative Fee"). The PPA Administrative Fee is payable out of the Nationwide ProAccount Fee. The plan sponsor may seek to negotiate a lower PPA Administrative Fee with the TPA, which would result in a corresponding reduction to the Nationwide ProAccount Fee.

Compensation to Nationwide Representatives -- Investment adviser representatives of NIA are compensated for offering Nationwide ProAccount and enrolling participants who have selected the service. Compensation may include both a base salary and incentives based on a plan adding Nationwide ProAccount as an optional service and/or the amount of assets contributed to the ProAccount Clients' accounts. In addition, certain individuals who provide administrative or wholesale distribution services in support of Nationwide ProAccount may receive incentive compensation based on the amount of assets contributed to the ProAccount Clients' accounts.

Solicitation Arrangements -- NIA has contracted with various firms that distribute the Nationwide Retirement Program to act as paid solicitors ("Solicitors") and market Nationwide ProAccount to eligible plans and participants for whom Nationwide ProAccount may be suitable. Solicitors are not employees of NIA and are not authorized to offer investment advice on behalf of NIA. NIA may retain Solicitors to offer Nationwide ProAccount to participants of certain plans, but not to other plans. NIA may pay Solicitors an annual solicitation fee of up to 0.45% of solicited assets, which is payable out of the Nationwide ProAccount Fee. However, ProAccount Clients will not be charged this component of the Nationwide ProAccount Fee if Nationwide ProAccount is not offered to them by a Solicitor. Thus, the presence of a Solicitor will typically result in a ProAccount Client paying a higher overall Nationwide ProAccount Fee (not to exceed the maximum of 1.35%).

NIA may also provide financial compensation to Solicitors for activities not related to the solicitation or distribution of Nationwide ProAccount. These activities include, but are not limited to, certain marketing events sponsored by the Solicitors and educational conferences presented to invited guests of the Solicitors. NIA's provision of financial compensation for these activities is not dependent upon the Solicitors committing to NIA any specific amount of business.

Compensation to Affiliates from Mutual Funds -- To the extent permitted by applicable law or regulation, companies affiliated with NIA (collectively, "Nationwide") may receive compensation from the mutual funds selected for ProAccount by the IFE.

The IFE may select mutual funds that are affiliated with Nationwide, in which case certain companies affiliated with NIA (collectively referred to as the "Nationwide Funds Group") will also receive compensation from the mutual funds for investment advisory, administrative, transfer agency, distribution, or other services. Accordingly, Nationwide may receive more or less revenue with respect to affiliated mutual funds than unaffiliated mutual funds.

Nationwide's receipt of varying amounts of compensation from affiliated and unaffiliated mutual funds selected for Nationwide ProAccount portfolios presents a potential conflict of interest. Nationwide seeks to mitigate this potential conflict of interest by employing an IFE to develop and maintain the program's investment methodology, which NIA cannot influence or modify. Under Nationwide ProAccount, the IFE is solely responsible for selecting the mutual funds included in the portfolios. The IFE's fees for services provided under Nationwide ProAccount are not related to the mutual funds it selects or otherwise influenced by the revenue NIA or its affiliates may receive from such mutual funds.

Please see **Item 10** for additional information regarding NIA's relationships with other Nationwide affiliates, including the Nationwide Funds Group.

Nationwide ProAccount in the NRS Retirement Program

ProAccount Clients in the NRS Retirement Program may be charged a maximum annual fee of 1.00% of their Nationwide ProAccount assets ("Nationwide ProAccount Fee"), according to the pricing grid in the Nationwide ProAccount investment advisory agreement between NIA and each ProAccount Client. The Nationwide ProAccount Fee is subject to change and is in addition to any underlying fund, trustee, custodial, asset, service, administrative or transactional fees that the retirement plan or participant may incur through the NRS Retirement Program. The Nationwide ProAccount Fee is calculated daily based on the market value of Nationwide ProAccount assets and payable at the end of each quarter.

The Nationwide ProAccount Fee is negotiable at the plan level, and NIA may offer certain plans discounted Nationwide ProAccount Fees or other promotional pricing. Factors NIA considers when negotiating the Nationwide ProAccount Fee with plan sponsors typically include:

- Amount of assets in the plan;
- Number of participants in the plan;
- Resource and field coverage considerations (*e.g.*, number and location of employee work sites to be serviced); and
- Competitive forces in the market.

In some cases, participants may be able to select ProAccount in multiple retirement plans offered by the same plan sponsor. Where this occurs and subject to the following restrictions, the aggregate account balances may be used to achieve a lower percentage fee based on the participant's total assets in ProAccount. The restrictions include (i) the fee structure across the multiple plans must be exactly the same in terms of the percentage fee and breakpoint tiers; and, (ii) the participant's retirement plan accounts must be under the same participant identification code in the NRS Retirement Program record-keeping system; and, (iii) the participant's retirement plan accounts must be combined in a single account statement generated from the NRS Retirement Program record-keeping system. The ProAccount Fee will be withdrawn on a pro rata basis among the Participant's account in the separate plans.

Nationwide ProAccount assets are custodied by the applicable custodian to the NRS Retirement Program, which may include companies affiliated with NIA. The custodian is authorized to deduct any and all Nationwide ProAccount Fees, when due, from a ProAccount Client's retirement plan account and to remit the appropriate fees to NIA as investment adviser. The custodian may charge a separate custody fee which the custodian will also deduct in addition to the Nationwide ProAccount Fee, from the ProAccount Client's retirement plan account.

Compensation to Nationwide Representatives -- Retirement specialists of NRS that offer Nationwide ProAccount to retirement plan participants are registered as investment adviser representatives of NIA. These individuals are compensated for offering Nationwide ProAccount and enrolling participants who have selected the service. Compensation may include a base salary and incentives based on the amount of assets contributed to the ProAccount Clients' accounts. In addition, certain individuals who provide administrative or wholesale distribution services in support of Nationwide ProAccount may receive incentive compensation based on the amount of assets contributed to the ProAccount Clients' accounts.

Payments by NIA to Service Providers -- NIA and its affiliates may compensate affiliated and unaffiliated third parties for administrative services provided in support of Nationwide ProAccount. Registered Investment Advisors Services, Inc., an affiliate of NIA, receives compensation for providing technology services that facilitate the management of participant accounts through the NRS Retirement Program.

Compensation to Affiliates from Mutual Funds -- To the extent permitted by applicable law or regulation, companies affiliated with NIA (collectively, "Nationwide") may receive compensation from the mutual funds selected for ProAccount by the IFE.

The IFE may select mutual funds that are affiliated with Nationwide, in which case certain companies affiliated with NIA (collectively referred to as the Nationwide Funds Group) will also receive compensation from the mutual funds for investment advisory, administrative, transfer agency, distribution, or other services. Accordingly, Nationwide may receive more revenue with respect to affiliated mutual funds than unaffiliated mutual funds.

Nationwide's receipt of varying amounts of compensation from affiliated and unaffiliated mutual funds selected for Nationwide ProAccount portfolios presents a potential conflict of interest. Nationwide seeks to mitigate this potential conflict of interest by employing an IFE to develop and maintain the program's investment methodology, which NIA cannot influence or modify. Under Nationwide ProAccount, the IFE is solely responsible for selecting the mutual funds included in the portfolios. The IFE's fees for services provided under Nationwide ProAccount are not related to the mutual funds it selects or otherwise influenced by the revenue NIA or its affiliates may receive from such mutual funds.

Please see **Item 10** for additional information regarding NIA's relationships with other Nationwide affiliates, including the Nationwide Funds Group.

Item 6 Performance-Based Fees and Side-By-Side Management

Neither NIA nor its supervised persons accept performance-based fees for NIA advisory programs. NIA utilizes the services of an IFE and a Portfolio Strategist to make investment decisions related to its discretionary advice programs and services and NIA is not an active portfolio management adviser. As a result, NIA does not experience the potential conflicts created in side-by-side management situations.

Item 7 Types of Clients

NIA provides investment advisory services and programs to individuals, pension and profit sharing plans, corporations, and other business entities, in addition to state, county and municipal entities providing deferred compensation retirement plans to their employees.

There is no minimum asset value or account size for participation in any NIA advisory program.

Item 8 Methods of Analysis, Investment Strategies and Risk of Loss

NIA provides investment management services for multiple advisory programs. NIA and its personnel and affiliated companies may give advice or take action in performing duties for other clients, or for their own accounts, which differs from advice given to or action taken for any individual client.

Investing involves risk and may not always be profitable. Investment return and principal will fluctuate with market conditions and a client may lose money. Past performance of investments is no guarantee of future results. Asset allocation does not guarantee profit or insulate from loss.

Please reference **Item 10** for disclosure of conflicts of interest.

The following is additional information specific to each NIA investment advisory service or program:

Advice Program for Plan Sponsors of Trustee Directed Retirement Plans

For the Advice Program, NIA hired Wilshire as the Portfolio Strategist to evaluate, construct and maintain the Portfolios. NIA is responsible for managing the relationship with Wilshire. NIA's Investment Committee is responsible for overseeing NIA's monitoring of the services provided by Wilshire. The Investment Committee meets at least quarterly and reviews performance, investment strategies, and the Portfolio Strategist's development and ongoing maintenance of the Portfolios.

The analysis and advice provided by Wilshire and delivered by NIA is based on a number of factors, including the information provided to NIA by a plan sponsor in response to the Advice Program Questionnaire, various assumptions and estimates, and other considerations. As a result, the advice developed and recommendations provided are not guarantees that an Advice Program client will achieve its goals or anticipated performance.

NIA Non-Discretionary Advice Service

For the Advice Service, NIA hired Wilshire to evaluate, construct and maintain the Portfolios. NIA is responsible for managing the relationship with Wilshire. NIA's Investment Committee is responsible for overseeing NIA's monitoring of the services provided by Wilshire in developing and maintaining the Portfolios. The Investment Committee meets at least quarterly and reviews performance, investment strategies, and Wilshire's development and ongoing maintenance of the Portfolios.

The analysis and Advice Service provided by Wilshire is based on a number of factors, including the information provided by a Client in response to the questionnaire, various assumptions and estimates, and other considerations. As a result, the advice developed and recommendations provided are not guarantees that an Advice Service Client will achieve its goals or anticipated performance.

Nationwide ProAccount in the Nationwide Retirement Program and the NRS Retirement Program

For Nationwide ProAccount, NIA has hired Wilshire as the IFE to evaluate, construct and maintain the portfolios of available mutual fund investment options. Wilshire has sole control and discretion over changes to asset allocation and fund selection, and employs its own method of analysis and investment process. NIA is responsible for managing the relationship with Wilshire. NIA's Investment Committee is responsible for overseeing NIA's monitoring of the services provided by Wilshire in developing and maintaining the Portfolios. The Investment Committee meets at least quarterly and reviews performance, investment strategies, and the IFE's development and ongoing maintenance of the portfolios.

The analysis and advice provided by Wilshire and delivered by NIA is based on a number of factors, including the information provided by a ProAccount Client, various economic assumptions and risk estimates and other

considerations. As a result, the advice developed and recommendations provided are not guarantees that a ProAccount Client will achieve his or her retirement goals or anticipated performance.

Any investment advice a ProAccount Client receives is for his or her personal benefit and not for the benefit of any other person. The investment advice is specific with respect to assets within a ProAccount Client's retirement plan account and may not be appropriate for investments outside of ProAccount or for other investment purposes.

Item 9 Disciplinary Information

NIA is required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's evaluation of NIA or the integrity of NIA's management. NIA has no information applicable to this Item.

Item 10 Other Financial Industry Activities and Affiliations

Other Financial Industry Activities or Affiliations

NIA Investment Committee: The President of NIA, who is also a member of NIA's Investment Committee and NIA's Board of Managers ("NIA Board Member"), is registered with an affiliate broker-dealer, Nationwide Investment Services Corporation. The other voting member(s) of the NIA's Investment Committee are also registered with Nationwide Investment Services Corporation.

NIA Management: The President of NIA, who is also a member of NIA's Board of Managers ("NIA Board Member") and NIA's Investment Committee, is registered with an affiliate broker-dealer, Nationwide Investment Services Corporation. The Secretary and Chief Compliance Officer of NIA are registered with an affiliate broker-dealer, Nationwide Investment Services Corporation.

Several NIA officers and NIA Board Members are also officers and directors of affiliated companies within Nationwide Financial, including NIA's parent company, NLIC, and the companies that comprise the Nationwide Funds Group.

NIA is affiliated by common ownership and control with the following entities:

- **Nationwide Life Insurance Company** ("NLIC"), NIA's parent company, is an insurance company which, among other things, issues group variable annuity products to retirement plans that have retained NIA to offer advisory services, including Nationwide ProAccount. NLIC may act as custodian for client assets invested through Nationwide ProAccount. All NIA Board Members and several officers also serve as officers of NLIC.
- **Nationwide Trust Company, a division of Nationwide Bank** ("Nationwide Trust Company") offers trust programs and trust services to retirement plans that have retained NIA to offer advisory services, including Nationwide ProAccount, and the Advice Program. Nationwide Trust Company may act as custodian for client assets invested through Nationwide ProAccount and the Advice Program.
- **Nationwide Retirement Solutions, Inc.** ("NRS") provides record keeping, education and administrative services for public employee deferred compensation plans through which NIA offers advisory services, including Nationwide ProAccount. One NIA Board Member and several officers also serve in similar capacities for NRS.
- **Nationwide Funds Group**, the mutual fund arm of Nationwide Financial, is comprised of **Nationwide Fund Advisors** ("NFA"), a SEC-registered investment adviser providing advisory services to the mutual funds; **Nationwide Fund Distributors, LLC**, a registered broker-dealer providing distribution services to the mutual funds; and **Nationwide Fund Management, LLC**, which provides administration services to the mutual funds.

Certain individuals providing investment analysis, consulting and monitoring services to NIA are also responsible for NFA investment management decisions.

- **Nationwide Investment Services Corporation** (“NISC”) is an SEC registered broker-dealer and a member of FINRA. NISC acts as the general distributor of variable annuity and variable life insurance products issued by NIA’s parent company, NLIC. NISC may receive mutual fund revenue from underlying investment options in these products. Several NIA officers also serve in similar capacities for NISC.
- **Registered Investment Advisors Services, Inc.** (“RIA Services”), provides technology services that facilitate the management of participant and plan level accounts through the Nationwide Retirement Program and the NRS Retirement Program. NIA compensates RIA Services for its provision of technology and administrative services in support of Nationwide ProAccount and the Advice Program. Five officers also serve in similar capacities for RIA Services.

Nationwide Endorsement Relationships -- NRS and/or NLIC have endorsement relationships with the following industry groups or sponsoring organizations (“Membership Organizations”):

- **National Association of Counties** – A national organization that represents county governments in the United States.
- **International Association of Fire Fighters – Financial Corporation** – A for profit corporation whose only shareholder is the International Association of Fire Fighters, which represents more than 300,000 professional fire fighters and paramedics.
- **United States Conference of Mayors** – The official nonpartisan organization of cities with populations of 30,000 or larger.

NRS and/or NLIC make payments to Membership Organizations, which are representing the interests of all their members generally in these relationships. Payments made are in exchange for the Membership Organizations’ endorsement of NRS’s and/or NLIC’s products and services available for retirement plans. Payments to Membership Organizations are not affected by whether a member elects Nationwide ProAccount or any other NIA advisory service for its retirement plan. Moreover, NIA is not a party to these endorsement relationships, and NIA does not engage Membership Organizations to solicit retirement plan participants as clients for Nationwide ProAccount or any other investment advisory service. Members of these organizations may select NRS’s and/or NLIC’s products and services if they decide to establish and maintain a retirement plan for their employees, or may select another provider. More information about the endorsement relationships may be found online at www.nrsforu.com.

Conflicts of Interest Arising from NIA’s Affiliations -- *Certain NIA officers, Members of NIA’s Board of Managers and members of NIA’s Investment committee also make strategic management decisions with respect to various NIA affiliates. Conflicts could arise that have the potential of influencing the investment advisory services provided by NIA.*

To help mitigate potential conflicts of interest arising from the multiple roles and responsibilities that its management and investment personnel assume, NIA maintains separate policies and procedures governing its investment process and the operation of its Investment Committee. Additional mitigating steps are described below.

The Nationwide Retirement Program and the NRS Retirement Program, through which NIA offers Nationwide ProAccount, and the Advice Program, make available investment options (mutual funds) offered through NLIC’s group annuity products and Nationwide Trust Company’s retirement plan platform. NLIC’s group annuity products and Nationwide Trust Company’s retirement plan platform offer affiliated funds (funds issued by the Nationwide Funds Group) and unaffiliated funds (non-Nationwide funds) as investment options. Since NIA or its affiliates potentially earn greater revenues when affiliated funds are chosen as investment options offered through Nationwide products and services, NIA may have a conflict of interest. NIA also may have a conflict of interest with respect to non-affiliated funds that pay NISC, NIA’s affiliate, distribution and service fees based on

levels of investments in those funds. NLIC therefore has an incentive to include affiliated funds and non-affiliated funds that pay such fees in its products to maximize its profits.

To mitigate these potential conflicts with respect to Nationwide ProAccount, NIA has hired Wilshire to act as the IFE, which is solely responsible for developing and maintaining the investment portfolios offered to NIA's clients. Please see **Item 4** for additional information regarding Wilshire.

Additionally, the NIA Advice Program can only be offered through Nationwide retirement programs. The standard asset fee that Nationwide charges in connection with these retirement programs is reduced by a discount, expressed in terms of basis points, that reflects the amount of mutual fund payments made to Nationwide as indicated in the Fund Selection Schedule of the applicable retirement program agreement. When the NIA Advice Program is offered through these retirement programs, overall compensation of NIA and its affiliates is not increased as a result of payments received from mutual funds or their affiliates. This feature mitigates conflicts with respect to the Advice Program when it is used within these retirement programs.

To further mitigate these conflicts, the Portfolio Strategist that NIA has hired for the Advice Program will not consider affiliated mutual funds. Moreover, the Portfolio Strategist's fees for services provided under the Advice Program are not related to the mutual funds it selects or otherwise influenced by the revenue NIA or its affiliated companies may receive from these mutual funds. Please note, however, that NIA has discretion to terminate its relationship with the Portfolio Strategist at any time, upon notice to clients, and may either engage a suitable replacement or operate the Advice Program without a Portfolio Strategist.

Please see **Item 5** for additional information regarding compensation Nationwide companies receive from affiliated and unaffiliated mutual funds.

Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

NIA has adopted a Code of Ethics for all supervised persons of the firm describing its high standard of business conduct and fiduciary duty to its clients. The Code of Ethics includes:

- Provisions relating to the confidentiality of client information;
- A prohibition on insider trading;
- Restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items; and
- Personal securities trading procedures, among other things.

All supervised persons of NIA must acknowledge the terms of the Code of Ethics annually.

NIA anticipates that, in appropriate circumstances, consistent with clients' investment objectives, it will cause accounts over which NIA has management authority to make, and will recommend to investment advisory clients or prospective clients, the purchase or sale of securities in which NIA, its affiliates and/or clients, directly or indirectly, have a position of interest. NIA's supervised persons are required to follow NIA's Code of Ethics. Subject to satisfying this policy and applicable laws, supervised persons of NIA may trade for their own accounts in securities that are recommended to or purchased for NIA's clients. The Code of Ethics is designed to assure that the personal securities transactions, activities and interests of NIA supervised persons will not interfere with making decisions in the best interest of advisory clients and implementing these decisions while, at the same time, allowing supervised persons to invest for their own accounts.

Under the Code of Ethics certain classes of securities have been designated as exempt transactions, because these classes of securities would not interfere with the best interest of NIA's clients. In addition, the Code of Ethics requires pre-clearance of certain transactions, and restricts trading in close proximity to client trading activity. Nonetheless, because the Code of Ethics in some circumstances would permit supervised persons to invest in the same securities as clients, there is a possibility that supervised persons might benefit from market

activity by a client in a security also held by a supervised person. NIA's supervised persons who have access to nonpublic information regarding clients' purchases or sales of securities, are involved in making securities recommendations to clients, or who have access to these nonpublic recommendations, have their personal trading monitored under the Code of Ethics to reasonably prevent conflicts of interest between NIA and its clients.

Certain affiliated accounts may trade in the same securities with client accounts on an aggregated basis when consistent with NIA's obligation of best execution. In these circumstances, the affiliated and client accounts will share commission costs equally and receive securities at a total average price. NIA will retain records of the trade order (specifying each participating account) and its allocation, which will be completed prior to the entry of the aggregated order. Completed orders will be allocated as specified in the initial trade order. Partially filled orders will be allocated on a pro rata basis. Any exceptions will be explained on the order.

NIA's clients or prospective clients may request a copy of the firm's Code of Ethics by sending a written request to:

Nationwide Investment Advisors, LLC
Attn: Investment Adviser Code of Ethics
10 West Nationwide Blvd, Mail Code 5-02-301J
Columbus, Ohio 43215

It is NIA's policy that the firm will not make any principal transactions or agency cross transactions for client accounts. NIA will also not allow cross trades between client accounts. Principal transactions are generally defined as transactions where an adviser, acting as principal for its own account or the account of an affiliated broker-dealer, buys from or sells any security to any advisory client. A principal transaction may also occur if a security is cross-traded between an affiliated hedge fund and another client account. An agency cross transaction is defined as a transaction where a person acts as an investment adviser in relation to a transaction in which the investment adviser, or any person controlled by or under common control with the investment adviser, acts as broker for both the advisory client and for another person on the other side of the transaction. Agency cross transactions may arise where an adviser is dually registered as a broker-dealer or has an affiliated broker-dealer.

Certain recommended investment options may distribute payments to affiliates of NIA with respect to the sale of fund shares pursuant to Rule 12b-1 or other sections of the Investment Company Act of 1940. These payments may be made from mutual fund assets and reduce overall fund performance. Affiliates of NIA, as broker-dealers, may receive compensation through the normal course of their business for executing underlying securities transactions on behalf of certain mutual funds offered through NIA's advisory programs.

NIA employs Wilshire as the IFE for Nationwide ProAccount, and Portfolio Strategist for the Advice Program, to provide the programs' portfolio investment decisions.

NIA does not buy or sell for its own account securities that it also recommends to clients; however, affiliated broker-dealers, investment advisers, and insurance companies may do so. NIA's advisory program representative accounts are funded by its parent company, NLIC, for the purpose of calculating representative performance. NIA's Code of Ethics provides personal trading restrictions and preclearance requirements for its Access Persons designed to prevent conflicts of interest with its clients. Companies affiliated with NIA also have Codes of Ethics in place to address any actual or potential conflicts of interest that may occur.

Item 12 Brokerage Practices

NIA does not select or recommend brokers or dealers for client transactions. NIA does not receive research or other products or services from a broker-dealer or a third party in connection with client securities transactions ("soft dollar benefits"). NIA does not aggregate the purchase or sale of securities for client accounts since it does not direct any transactions other than mutual funds that have been selected by the IFE or Portfolio Strategist.

Item 13 Review of Accounts

Advice Program for Plan Sponsors of Trustee Directed Retirement Plans

NIA mails plan sponsors of trustee directed retirement plans that are enrolled in the Advice Program an annual communication that includes their current Portfolio selection within the program. Included in the annual communication is a reminder to plan sponsors that if they would like to make changes to their current Portfolio selection, they need to contact NIA in order to update their Advice Program Questionnaire-based analysis, or to select a different Portfolio. Additionally, plan sponsors are reminded quarterly to contact NIA if they wish to make a change to their current Portfolio selection. In the event a plan sponsor updates its information, the plan sponsor is solely responsible for approving the Portfolio identified through the updated Advice Program Questionnaire, or if it chooses, selecting a different Portfolio created by the Portfolio Strategist. NIA does not independently review the plan's Advice Program account for the purpose of evaluating the ongoing appropriateness of the Portfolio selected by the plan sponsor.

Advice Program Clients receive quarterly account statements directly from the custodian as part of their participation in the Nationwide Retirement Program or the NRS Retirement Program. Quarterly custodial statements reflect the deduction of Advice Program Fees. In addition, NIA sends quarterly notifications and explanations of these fees to each Advice Program Client with assets under management.

NIA Non-Discretionary Advice Service

NIA does not provide ongoing investment advice, including the periodic review of client accounts, in connection with this service. Clients may access this service as often as they choose to seek updated recommendations.

Nationwide ProAccount in the Nationwide Retirement Program and the NRS Retirement Program

NIA mails ProAccount Clients an annual communication that describes, among other things, the importance of periodically reviewing their risk profile, since the risk profile is used, in combination with the ProAccount Client's age, in creating the investment strategy available through Nationwide ProAccount. The communication confirms the ProAccount Client's year of birth and current risk profile as determined by the results of the most recent questionnaire completed by the ProAccount Client, or by the profile selected by the ProAccount Client's retirement plan sponsor in the case of auto-enrollments. The annual communication also informs ProAccount Clients that if they need to update the information on the questionnaire or feel that changes in their financial situation may have an impact on their current risk profile, they are to contact NIA. Additionally, ProAccount Clients are reminded quarterly to notify NIA of any change in information that could affect the manner in which their Nationwide ProAccount assets are invested. In the event a change in the ProAccount Client's information alters his or her current risk profile, as determined by the questionnaire, the ProAccount Client's account will be managed in accordance with the portfolio that corresponds to the updated risk profile. Unless notified by the ProAccount Client of a change in information, NIA does not review the ProAccount Client's account for the purpose of evaluating the ongoing appropriateness of the risk profile identified through the questionnaire.

ProAccount Clients receive quarterly account statements directly from the custodian as part of their participation in the Nationwide Retirement Program or the NRS Retirement Program. Quarterly custodial statements reflect the deduction of Nationwide ProAccount Fees.

Item 14 Client Referrals and Other Compensation

NIA does not receive any economic benefit, including sales awards and other prizes, from non-clients, for providing investment advice or other advisory services to its advisory clients.

NIA may compensate third parties for referring clients to Nationwide ProAccount in the Nationwide Retirement Program. Please see **Item 5** for a description of NIA's arrangements with Solicitors.

Item 15 Custody

Advice Program for Plan Sponsors of Trustee Directed Retirement Plans

Nationwide Trust Company is the custodian for Advice Program assets. The custodian is authorized to deduct any and all Advice Program Fees, when due, from the plan account and to remit the fees to NIA as investment adviser. The custodian may charge a separate custody fee in addition to the Advice Program Fee.

Nationwide Trust Company is a "related person" of NIA. A "related person" is a person (including a corporate entity) directly or indirectly controlling or controlled by, or under common control with, NIA. Control means the power, directly or indirectly, to direct the management or policies of a person (including a corporate entity), through ownership of securities, by contract, or otherwise. Nationwide Trust Company is 100% owned by Nationwide Financial, the indirect parent company of NIA. Therefore, Nationwide Trust Company and NIA are under common control. Because a related person of NIA acts as the custodian, NIA is considered to have custody of Advice Program assets.

Advice Program clients receive quarterly account statements from the custodian as part of the Nationwide retirement program. Quarterly custodial statements reflect the deduction of Advice Program Fees. In addition, NIA sends quarterly fee notifications to each Advice Program client with assets under management in the program. All Advice Program clients should compare the fee notifications they receive from NIA to the Advice Program Fee deduction shown within their quarterly custodial statements. Any identified discrepancies should promptly be reported.

NIA Non-Discretionary Advice Service

NIA does not maintain custody of Client assets in connection with this Advice Service.

Nationwide ProAccount in the Nationwide Retirement Program

Nationwide ProAccount assets are custodied by the applicable custodian to the Nationwide Retirement Program, which may be either Nationwide Trust Company, (for assets held on the Nationwide Trust Company trust platform), or NLIC (for assets held in a group annuity). Both Nationwide Trust Company and NLIC are "related persons" of NIA. A "related person" is a person (including a corporate entity) directly or indirectly controlling or controlled by, or under common control with, NIA. Control means the power, directly or indirectly, to direct the management or policies of a person (including a corporate entity), through ownership of securities, by contract, or otherwise. Nationwide Trust Company and NLIC are both 100% owned by Nationwide Financial. NLIC in turn owns 100% of NIA. Therefore, Nationwide Trust Company, NLIC and NIA are under common control. Because a related person of NIA acts as the custodian, NIA is considered to have custody of Nationwide ProAccount assets.

The custodian is authorized to deduct any and all Nationwide ProAccount Fees, when due, from a ProAccount Client's retirement plan account and to remit the appropriate fees to NIA as investment adviser. The custodian may charge a separate custody fee in addition to the Nationwide ProAccount Fee. ProAccount Clients receive quarterly account statements from the custodian as part of the Nationwide Retirement Program. Quarterly custodial statements reflect the deduction of Nationwide ProAccount Fees. In plan sponsor/trustee directed retirement plans, custodial statements and quarterly fee notifications are sent to the plan sponsor/trustee and not to each individual plan participant.

Nationwide ProAccount in the NRS Retirement Program

Nationwide ProAccount assets are custodied by the applicable custodian to the NRS Retirement Program, which may be either NLIC (for plan assets held in a group annuity); Nationwide Trust Company (for plan assets held on the Nationwide Trust Company trust platform); or an unaffiliated third party. Both NLIC and Nationwide Trust Company are "related persons" of NIA. A "related person" is a person (including a corporate entity) directly or

indirectly controlling or controlled by, or under common control with, NIA. Control means the power, directly or indirectly, to direct the management or policies of a person (including a corporate entity), through ownership of securities, by contract, or otherwise. NLIC and Nationwide Trust Company are both 100% owned by Nationwide Financial. NLIC in turn owns 100% of NIA. Therefore NLIC, Nationwide Trust Company and NIA are under common control.

Because a related person of NIA acts as the custodian for plan assets held in an NLIC group annuity or on the Nationwide Trust Company trust platform, NIA is considered to have custody of those Nationwide ProAccount assets. To the extent an unaffiliated third party (i.e., a party that is not a “related person”) acts as custodian for plan assets, NIA would not be considered the custodian for Nationwide ProAccount assets associated with the plan, except to the extent that Nationwide ProAccount Fees are automatically deducted from a ProAccount Client’s account and paid directly to NIA.

The custodian is authorized to deduct any and all Nationwide ProAccount Fees, when due, from a ProAccount Client’s retirement plan account and to remit the appropriate fees to NIA as investment adviser. The custodian may charge a separate custody fee in addition to the Nationwide ProAccount Fee. ProAccount Clients receive quarterly account statements from the custodian as part of the NRS Retirement Program. Quarterly custodial statements reflect the deduction of Nationwide ProAccount Fees.

Item 16 Investment Discretion

Advice Program for Plan Sponsors of Trustee Directed Retirement Plans

Prior to establishing an advisory account under the Advice Program, the plan sponsor must complete an Advice Program Questionnaire developed by the Portfolio Strategist to assist the plan sponsor in its selection of a Portfolio that meets the plan’s investment objectives, as well as to indicate any reasonable restrictions the plan sponsor may wish to place on the management of eligible retirement plan account assets. Based on the plan sponsor’s responses, the Advice Program Questionnaire will suggest an investment strategy and corresponding Portfolio. The plan sponsor is solely responsible for approving the Portfolio identified through the Advice Program Questionnaire, or if it chooses, selecting a different Portfolio created by the Portfolio Strategist. Following the plan sponsor’s completion of the Advice Program Questionnaire and selection of a Portfolio, NIA will establish the plan’s advisory account under the Advice Program, which NIA will retain discretionary authority to manage in accordance with the Portfolio selected by the plan sponsor. The plan sponsor is not permitted to make future investment allocation changes to the assets in the plan’s advisory account while the assets are managed by NIA. The plan sponsor must first contact NIA to update the plan’s Advice Program Questionnaire-based analysis, or to select a different Portfolio. NIA will have no responsibility or liability for investment allocation changes initiated by the plan sponsor in violation of this restriction.

NIA Non-Discretionary Advice Service

NIA does not have discretionary authority over the Client’s account and will not be responsible for buying or selling any securities for the Client’s account. The Client will be solely responsible for implementing the recommendations offered in the NIA Non-Discretionary Advice Service.

Nationwide ProAccount in the Nationwide Retirement Program

Plan sponsors of retirement plans participating in the Nationwide Retirement Program that desire to make Nationwide ProAccount available to their participants must approve NIA as an authorized provider of investment advice to the plan in accordance with the plan’s investment policy and applicable plan documents. A participant seeking to become a ProAccount Client will enter into an investment advisory agreement with NIA and complete a questionnaire developed by the IFE to help identify his or her risk tolerance and investment horizon, as well as to indicate any reasonable restrictions the participant may wish to place on the management of his or her retirement plan account assets. After NIA has accepted the participant as a ProAccount Client, the ProAccount Client will be placed, based on the ProAccount Client’s information, in an investment portfolio developed by the IFE. NIA will exercise the discretionary authority delegated by Client to allocate and rebalance the ProAccount

Client's assets in accordance with the IFE's portfolio. NIA's investment discretion over ProAccount Client assets is limited to implementing the IFE's investment advice, which NIA does not have authority to modify.

Nationwide ProAccount in the NRS Retirement Program

Plan sponsors of retirement plans participating in the NRS Retirement Program that desire to make Nationwide ProAccount available to their participants must approve NIA as an authorized provider of investment advice to the plan in accordance with the plan's investment policy and applicable plan documents. A participant seeking to become a ProAccount Client will enter into a separate individual investment advisory agreement with NIA and complete a questionnaire developed by the IFE to help identify his or her risk tolerance and investment horizon, as well as to indicate any reasonable restrictions the participant may wish to place on the management of his or her retirement plan account assets. After NIA has accepted the participant as a ProAccount Client, the ProAccount Client will be placed, based on the ProAccount Client's information, in an investment portfolio developed by the IFE, and NIA will exercise the authorized discretionary authority to allocate and rebalance the ProAccount Client's assets in accordance with the IFE's portfolio. NIA's investment discretion over ProAccount Client assets is limited to implementing the IFE's investment advice, which NIA does not have authority to modify.

Item 17 Voting Client Securities

Advice Program for Plan Sponsors of Trustee Directed Retirement Plans

NIA does not vote proxies for any securities held in an Advice Program account. Nationwide Trust Company utilizes an outside vendor, third-party proxy processor, to coordinate the proxy communication and voting process. Plan sponsors and trustees retain the responsibility for receiving and voting proxies for any and all securities maintained in their plans. The regulatory services department coordinates with the third-party proxy processor to finalize lists of clients with holdings affected by a particular proxy. The third-party proxy processor is then given direction to send proxy materials to affected plan sponsors and trustees. Proxy materials contain website locations for more information, along with a phone number to contact the third-party proxy processor if the recipient has any questions. The third-party proxy processor then receives, compiles, and tabulates the results of the proxy votes and forwards the results to the applicable fund houses.

NIA Non-Discretionary Advice Service

NIA does not vote proxies for any Clients.

Nationwide ProAccount in the Nationwide Retirement Program and the NRS Retirement Program

NIA does not take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held in ProAccount Client accounts. NRS and Nationwide Trust Company utilize an outside vendor, third-party proxy processor, to coordinate the proxy communication and voting process. Plan sponsors and trustees retain the responsibility for receiving and voting proxies for any and all securities maintained in their plans. The regulatory services department coordinates with the third-party proxy processor to finalize lists of clients with holdings affected by a particular proxy. The third-party proxy processor is then given direction to send proxy materials to affected plan sponsors and trustees. Proxy materials contain website locations for more information, along with a phone number to contact the third-party proxy processor if the recipient has any questions. The third-party proxy processor then receives, compiles, and tabulates the results of the proxy votes and forwards the results to the applicable fund houses.

Item 18 Financial Information

Registered investment advisers are required to provide clients with certain financial information or disclosures about their financial condition. NIA has no financial commitment that impairs its ability to meet its contractual and fiduciary commitments to clients, and has not been the subject of a bankruptcy proceeding.

If you are registering or are registered with one or more *state securities authorities*, you must respond to the following additional Item.

Item 19 Requirements for State-Registered Advisers

NIA is a federally-registered investment adviser, therefore state registration is not required.

NIA FORM ADV PART 2B





Item 1 Cover Page

Part 2B of NIA Form ADV: Brochure Supplement

Voting Members of Nationwide Investment Advisors, LLC (“NIA”) Investment Committee

Harold C. Schafer

10 West Nationwide Blvd
Mail Code 5-02-301J
Columbus, OH 43215
614-435-8371

Benjamin N. Hoecherl

10 W. Nationwide Blvd
Mail Code 5-02-208L
Columbus, OH 43215
614-435-8331

Nationwide Investment Advisors, LLC

10 West Nationwide Blvd
Mail Code: 5-02-301J
Columbus, OH 43215
614-435-8371

March 28, 2018

This *brochure* supplement provides information about the voting members of NIA’s Investment Committee that supplements the Nationwide Investment Advisors, LLC (“NIA”) *brochure*. You should have received a copy of that *brochure*. Please contact 1-888-540-2896 if you did not receive NIA’s *brochure* or if you have any questions about the contents of this supplement.

Harold C. Schafer

10 West Nationwide Blvd
Mail Code: 5-02-301J
Columbus, OH 43215
614-435-8371

Nationwide Investment Advisors, LLC

10 West Nationwide Blvd
Mail Code: 5-02-301J
Columbus, OH 43215
614-435-8371

Item 2 Educational Background and Business Experience

Name: Harold C. Schafer

Year of birth: 1963

Formal education after high school:

The Ohio State University, BS Mathematics, 1986

General business background during the last 5 years:

Vice President, Business Development within Retirement Plans at Nationwide Financial. The Business Development group is responsible for delivering competitive retirement plan solutions, guiding large scale programs and developing business strategies for the Public Sector and Private Sector market segments.

Positions held during the last 5 years:

<u>Entity</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>
Nationwide Investment Advisors, LLC	President	1/2015	Current
Nationwide Life Insurance	VP, Business Development Retirement Plans	5/2014	Current
Nationwide Life Insurance	AVP, Product Development Retirement Plans	4/2012	5/2014

Item 3 Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of NIA supervised persons who formulate investment advice for NIA's investment advisory programs ("NIA Advisory Programs"). No information is applicable to this item for Mr. Schafer.

Item 4 Other Business Activities – N/A

Item 5 Additional Compensation

Mr. Schafer does not receive additional compensation for providing advisory services.

Item 6 Supervision

Mr. Schafer, President of NIA and Chairman of NIA's Investment Committee, is responsible for supervising the other voting members of the Investment Committee and has ultimate responsibility for oversight and supervision for NIA. The Investment Committee is responsible for reviewing and approving all investment advice formulated by NIA, as well as monitoring the services of NIA's advisory service providers: the IFE for Nationwide ProAccount and the Portfolio Strategist for the Advice Program. Mr. Schafer does not have individual discretionary authority over client accounts or participate in the delivery of investment advice to clients.

Benjamin N. Hoecherl

10 W. Nationwide Blvd
Mail Code 5-02-208L
Columbus, OH 43215
614-435-8331

Nationwide Investment Advisors, LLC

10 W. Nationwide Blvd
Columbus, OH 43215
614-435-8371

Item 2 Educational Background and Business Experience

Name: Benjamin N. Hoecherl, CFA

Year of Birth: 1976

Formal Education after high school:

University of Utah, Salt Lake City, UT BS, 2002
Regis University, Denver, CO MBA, 2008

General business background during the last 5 years:

Assistant Vice President, Nationwide ProAccount. Nationwide ProAccount offers individualized participant level investment advice, using an investment process developed and maintained by an Independent Financial Expert ("IFE"), which is designed to address the investment objectives of retirement plan participants. Responsibilities include the development of business strategies for the long term growth of Nationwide ProAccount.

Positions held during the last 5 years:

<u>Entity</u>	<u>Title</u>	<u>Effective Date</u>	<u>End Date</u>
Nationwide Investment Advisors, LLC	Chief Operations Officer	6/2015	Current
Nationwide Life Insurance	AVP Nationwide ProAccount	6/2015	Current
Advised Assets Group, LLC	Sr. Business Analyst	11/2011	6/2015

Item 3 Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of NIA supervised persons who formulate investment advice for NIA's investment advisory programs ("NIA Advisory Programs"). No information is applicable to this item for Mr. Hoecherl.

Item 4 Other Business Activities - N/A

Item 5 Additional Compensation

Mr. Hoecherl does not receive additional compensation for providing advisory services.

Item 6 Supervision

Harold C. Schafer, President of NIA and Chairman of NIA's Investment Committee, whose phone number is 614-435-8371, is responsible for supervising Mr. Hoecherl's advisory activities on behalf of NIA, including his participation on the Investment Committee. The Investment Committee is responsible for reviewing and approving all investment advice formulated by NIA, as well as monitoring the services of NIA's advisory service providers: the IFE for Nationwide ProAccount and the Portfolio Strategist for the Advice Program. Mr. Hoecherl does not have individual discretionary authority over client accounts or participate in the delivery of investment advice to clients.

NFS PRIVACY STATEMENT



FACTS

WHAT DOES NATIONWIDE FINANCIAL SERVICES DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Federal and state laws also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances, transaction history, and credit history
- Assets and insurance claim history

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Nationwide Financial Services chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does NFS share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 1-866-280-1809

Who we are

Who is providing this notice?

Nationwide Financial Services, Inc.; Nationwide Life Insurance Company; Nationwide Life and Annuity Insurance Company; Harleysville Life Insurance Company; Nationwide Retirement Solutions, Inc.; Nationwide Investment Advisors, LLC; and Nationwide Fund Distributors, LLC. (collectively “NFS”)

What we do

How does NFS protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state laws. These measures include computer safeguards and secured files and buildings. We limit access to your information to those who need it to do their job.

How does NFS collect my personal information?

We collect your personal information, for example, when you

- apply for insurance or give us your contact information
- pay your insurance premiums or file an insurance claim
- show your driver’s license

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can’t I limit all sharing?

Federal and state laws give you the right to limit only

- sharing for affiliates’ everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include companies with the Nationwide name, such as Nationwide Bank and Nationwide Mutual Insurance Company. Visit nationwide.com for a list of affiliated companies.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies. NFS does not share with nonaffiliates so they can market to you.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you. NFS doesn’t jointly market.

Other important information

Nevada Residents: You may request to be placed on our internal Do Not Call list. Send an email with your phone number to privacy@nationwide.com. You may request a copy of our telemarketing practices. For more on this Nevada law, contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; phone number: 1-702-486-3132; email: BCPINFO@ag.state.nv.us.

For Vermont Customers: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For insurance customers in AZ, CT, GA, IL, ME, MA, MT, NV, NJ, NM, NC, ND, OH, OR, and VA only: The term “Information” means information we collect during an insurance transaction. We will not use your medical information for marketing purposes without your consent. We may share your Information with others, including insurance-support organizations, insurance regulatory authorities, law enforcement, and consumer reporting agencies, without your prior authorization as permitted or required by law. Information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons.

Accessing your information: You have a right to access and correct your personal information. To request a copy of your personal information, write to: **Nationwide, One Nationwide Plaza, 1-25-101, Columbus, OH, 43215**. For your protection, have your signature notarized. Please include your name, address, and your policy, contract, or account number. You can change your personal information at Nationwide.com or by calling your agent. We can’t change information that other companies, like credit agencies, provide to us. You’ll need to ask them to change it.

SDBO PRICING SUMMARY



Schwab Personal Choice Retirement Account® (PCRA)

Pricing Summary —
Effective February 3, 2017

Schwab provides a broad range of value-added services, some of which have associated fees. This document provides you with a summary of your plan-specific commissions and transaction fees for trade orders placed in your Schwab PCRA. This pricing summary supersedes any prior pricing summaries, pricing guides, and notices that you may have received. Schwab reserves the right to change or waive fees at our discretion.

Commissions and Transaction Fees¹

Equities

Stocks and Third-Party Exchange-Traded Funds (ETFs)
per Executed Trade*

Trading Channel	Commission
Electronic ²	\$6.95
Broker-Assisted	Electronic commission, plus \$25

ETFs (including Schwab ETFs™) participating in
Schwab ETF OneSource™ per Executed Trade³

Trading Channel	Commission
Electronic	\$0
Broker-Assisted	Electronic commission, plus \$25

*These fees also apply to trades of Canadian stocks, American Depositary Receipts, and stocks of foreign-incorporated companies that are listed on U.S. or Canadian exchanges or whose trades clear and settle in the U.S. or Canada.

Mutual Funds⁴

Some funds may also charge sales and/or redemption fees. Please read the prospectuses for details. You can buy shares directly from a fund company or its principal underwriter or distributor without paying Schwab's transaction or services charges (except Schwab Funds®).

No-Transaction-Fee Funds (includes funds available
through the Mutual Fund OneSource® service)⁵

Trading Channel	Transaction Fee
Electronic	\$0
Broker-Assisted	\$25 service charge per trade may apply

Transaction-Fee Funds⁵

Trading Channel	Transaction Fee
Electronic	\$50 per buy, \$0 per sell
Broker-Assisted	Electronic fee, plus \$25 service charge per trade

Note: For information about offshore funds (funds registered outside the U.S. for purchase by non-U.S. persons only), please call the Schwab PCRA Call Center.

Investors should consider carefully information contained in the prospectus, including investment objectives, risks, trading policies, charges, and expenses. You can request a prospectus by calling Schwab's dedicated PCRA Call Center at 1-888-393-PCRA (7272). You may also request a prospectus online at www.schwab.com/prospectus. Please read the prospectus carefully before investing.



Own your tomorrow

Options⁶

Options per Executed Trade

Trading Channel	Commission
Electronic	\$6.95, plus \$0.70 per contract
Broker-Assisted	Electronic commission, plus \$25

Note: Stock or option trades resulting from an option exercise or assignment will be subject to the corresponding electronic commission pricing schedule.

Pricing for Combined Equity and Option Orders

Equity plus option leg orders (includes Buy/Writes, Sell/Writes, and Unwinds): \$0.70 per contract for the option leg, plus \$6.95 commission for the equity leg. (There is no base commission for the option leg.)

Equities - Foreign Stock

Foreign Stock Transactions* Trades Placed on the U.S. Over-The-Counter Market

Trading Channel	Transaction Fee
Electronic	\$6.95, plus a \$50 foreign transaction fee ⁷
Broker-Assisted	\$81.95; electronic commission of \$6.95, plus \$25 for broker assistance, plus a \$50 foreign transaction fee

Foreign Stock Transactions Trades Placed Directly on a Foreign Exchange

Trading Channel	Transaction Fee
Electronic	Not available
Broker-Assisted	The greater of \$100 or 0.75% of principal, with no maximum

*These fees also apply to trades of foreign ordinary shares placed directly on a foreign exchange or on the U.S. over-the-counter market.

Fixed Income Investments⁸

Schwab may act as principal on certain fixed income transactions. When Schwab acts as agent, a commission will be charged on the transaction. When Schwab acts as principal, the mark-up is included in the bond price.

Product Type	Electronic Commission or Mark-up	Broker-Assisted Commission or Mark-up
New issues, including Certificates of Deposit	\$0 (a selling concession is included in the original offering price)	
Treasury Bills, Notes, Bonds ⁹ , and TIPS (Secondary and Auction)	\$0	\$25
Secondary transactions for Corporate Bonds, Municipal Bonds, Government Agencies, Zero-Coupon Treasuries (including STRIPS), and Certificates of Deposit	\$1 per bond (\$10 minimum/\$250 maximum)	Electronic commission, plus \$25 per trade
Preferred REITS	Stock commissions and minimums apply for secondary transactions.	
Commercial Paper, Foreign Bonds, Asset-Backed Securities, Mortgage-Backed Securities and Unit Investment Trusts	These are specialty products -- please call us for information.	

Note: Large block transactions (orders of more than 250 bonds) may be eligible for special handling and/or pricing -- please call the Schwab PCRA Call Center for information.

Our commissions and mark-ups may be slightly less than our published schedule (shown above) due to rounding.

Exchange Process Fee

This is a fee Schwab charges to offset fees imposed on us by national securities and self-regulatory organizations or by U.S. option exchanges.

The Securities and Exchange Commission (SEC) assesses transaction fees on national securities exchanges and self-regulatory organizations based on the aggregate dollar amount of sales of certain securities. The SEC recalculates the amount of this fee periodically—at least once per year but sometimes more often. National securities exchanges and self-regulatory organizations offset the transaction fees by charging their member broker-dealers such as Schwab, and we, in turn, offset this fee by charging you an Exchange Process Fee for covered sell transactions.

U.S. option exchanges charge Schwab and other broker-dealers per-contract fees for purchase and sales of exchange-listed options. The exchanges may charge these fees even on transactions executed on other exchanges, which can result in multiple fees being imposed on Schwab for a single transaction. Schwab offsets these fees by charging you a single Exchange Process Fee for each covered transaction.

Any Exchange Process Fee that appears on your trade confirmation for a sale of an exchange-listed option will combine the offset for the fees charged both by the U.S. option exchanges and by the national securities and self-regulatory organizations.

Schwab's Exchange Process Fee will rise or fall periodically depending upon the rate set by the SEC or by the U.S. option exchanges, as applicable.

Notes:

- This pricing summary applies only to the PCRA accounts held at Charles Schwab & Co., Inc., and established on behalf of retirement plan participants. You can obtain more information about PCRA commissions and transaction fees by calling Schwab's dedicated PCRA Call Center at 1-888-393-PCRA (7272), Monday through Friday, 9:00 am through 7:30 pm (ET). Or, view the current *Charles Schwab Pricing Guide for Retirement Plan Accounts* on www.schwab.com for a more complete description of all other commissions and transaction fees.
- Your PCRA is a cash-up-front account. For all purchases, we require cleared funds in the account. When you're selling, we require securities on deposit. It is your responsibility to avoid overspending your account. If your account becomes overspent, Schwab reserves the right to liquidate a portion of your account to cover the debit balance. If liquidation is necessary, a broker-assisted fee of \$25 will apply.

¹ Excluding mutual funds, commissionable trades that execute over more than one day will be charged a separate commission for each additional day; each separate commission will apply to the portion of the trade executed on the corresponding additional day. Electronic trade orders for which price or quantity are changed by the client, and as a result execute over multiple trades on the same day, are each charged a separate commission.

² Trades placed through Schwab's electronic channels, such as Schwab.com, mobile applications, and automated phone services. Certain securities may not be available through all electronic trading channels. Up to 999,999 shares can be placed per trade.

³ Conditions apply: Trades in ETFs available through Schwab ETF OneSource (including Schwab ETFs™) are available without commissions when placed online through a Schwab account. Service charges apply for trade orders placed through a broker (\$25). An exchange processing fee applies to sell transactions. Certain types of Schwab ETF OneSource transactions are not eligible for the commission waiver, such as short sells and buys to cover (not including Schwab ETFs). Schwab reserves the right to change the ETFs we make available without commissions. All ETFs are subject to management fees and expenses. Please see the *Charles Schwab Pricing Guide for Retirement Plan Accounts* (the "Pricing Guide") for additional information. As of 02/02/2017, Schwab ETF OneSource had 228 ETFs.

Investment returns will fluctuate and are subject to market volatility, so that an investor's shares, when redeemed or sold, may be worth more or less than their original cost. Shares are bought and sold at market price, which may be higher or lower than the net asset value (NAV).

Charles Schwab & Co., Inc. receives remuneration from third-party ETF companies participating in Schwab ETF OneSource™ for recordkeeping, shareholder services, and other administrative services, including program development and maintenance.

Schwab ETFs™ are distributed by SEI Investments Distribution Co. (SIDCO). SIDCO is not affiliated with Charles Schwab & Co., Inc. Learn more at schwab.com/SchwabETFs.

Third-party Schwab ETF OneSource shares purchased may not be immediately marginable at Schwab.

⁴ Charles Schwab & Co., Inc. (Member SIPC) receives remuneration from fund companies for recordkeeping and shareholder services and for other administrative services for shares purchased through Schwab's Mutual Fund OneSource® program. Schwab also may receive remuneration from transaction-fee fund companies for certain administrative services.

Trades in no-load mutual funds available through OneSource (including Schwab Funds®), as well as certain other funds, are available without transaction fees when placed through Schwab's electronic channels such as, Schwab.com, mobile applications, or automated phone services. Schwab reserves the right to change the funds we make available without transaction fees and to reinstate fees on any funds. Funds are also subject to management fees and expenses.

Schwab's short-term redemption fee will be charged on redemption of funds purchased through Schwab's Mutual Fund OneSource® service (and certain other funds with no transaction fee) and held for 90 days or less. Schwab reserves the right to exempt some funds from this fee, including certain Schwab Funds®, which may charge a separate redemption fee, and funds that accommodate short-term trading.

⁵ Standard fees apply on both transactions when placing simultaneous orders to sell one or more transaction-fee fund(s) and purchase additional transaction-fee fund(s) with the proceeds.

⁶ Options carry a high level of risk and are not suitable for all investors. Certain requirements must be met to trade options through Schwab. Please read the Options Disclosure Document titled "Characteristics and Risks of Standardized Options" before considering any option transaction. Call Schwab at 1-888-383-PCRA (7272) to request a current copy. Supporting documentation for any claims or statistical information is available upon request.

⁷ Transactions in foreign ordinary shares incur additional custody, clearing, and settlement expenses. A foreign transaction fee is added to trades placed on the U.S. over-the-counter market through the online or automated phone channels. The commission and foreign transaction fee will be combined and appear as one line item, labeled "Commission," on your trade confirmation.

⁸ For fixed income trades placed through one of Schwab's electronic channels, discounts may apply.

⁹ Schwab reserves the right to act as principal on any Bond transaction. In secondary market principal transactions the price will be subject to our standard mark up in the case of purchases, and a mark down in the case of sales, and also may include a profit or loss to Schwab in the form of a bid-ask spread. When trading as principal, Schwab may also be holding the security in its own account prior to selling it to you and, therefore, may make (or lose) money depending on whether the price of the security has risen or fallen while Schwab has held it.

Schwab Personal Choice Retirement Account® (PCRA) is offered through Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer that also provides other brokerage and custody services to its customers.

SDBO PRICING GUIDE





February 2017

Charles Schwab Pricing Guide for Retirement Plan Accounts

Pricing information in this *Charles Schwab Pricing Guide for Retirement Plan Accounts* ("Guide") applies only to clients with accounts held at Charles Schwab & Co., Inc., a registered broker-dealer, and is limited to: (1) a retirement plan account serviced by an Independent Recordkeeper, and (2) a Schwab Personal Choice Retirement Account® (PCRA) established on behalf of retirement plan participants.

Pricing information in this *Guide* supersedes prior pricing versions.

Schwab reserves the right to change or waive fees at our discretion, subject to notification in accordance with applicable laws and regulations.

Any pricing that has been negotiated for your retirement plan ("plan") is not reflected in this *Guide* and supersedes this *Guide*. Your Retirement Plan Service Provider may charge fees to activate or maintain a PCRA. These fees cover the additional costs the Retirement Plan Service Provider incurs for government reporting, oversight, and the due diligence the provider has done to make the PCRA available as an additional feature in your employer-sponsored retirement plan. Please check with your provider for details on any fees they may charge.

Please carefully review this *Guide* and keep it for your reference.

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How to Reach Us

By Phone:

For Schwab PCRA account holders, please call the dedicated PCRA Call Center at 1-888-393-PCRA (7272), Monday through Friday, 9:00 a.m. to 7:30 p.m. ET. This number will also connect you, day or night, to Schwab’s automated phone services: Schwab by Phone™ (voice recognition) and TeleBroker® (touch-tone).

By Web and Wireless:

www.schwab.com

Web-enabled phone: Look for Schwab on your phone’s web menu.

Wireless device: Consult www.schwab.com/wireless.

Visit the PCRA Resources section on Schwab.com for more information. Once logged in to your PCRA, you’ll find this section in the right margin on key pages of the site.

Introduction

Schwab provides a broad range of value-added services, some of which have associated fees. This document provides you with an overview of standard pricing for commission rates, transaction fees, and service fees for these types of accounts:

- Retirement plan accounts serviced by an Independent Recordkeeper
- Schwab Personal Choice Retirement Account®

Your plan may restrict certain investments described in this *Guide*. Please contact your retirement plan service provider for details on which investments are available to you.

You can obtain additional information about the pricing for your account(s) through:

- Your Independent Recordkeeper or plan sponsor, if your retirement account is serviced by an Independent Recordkeeper
- The PCRA Call Center or your plan sponsor, if you have a PCRA

If your retirement plan allows, you may be able to utilize an investment advisor (“advisor”). Your account may be subject to your advisor’s fee schedule. Contact your advisor for details.

Definitions

Electronic Trades—Trades placed through one of Schwab’s electronic channels, including online (e.g., at www.schwab.com), mobile devices, and Schwab’s automated phone services (e.g., Schwab by Phone™ or TeleBroker®). Certain securities may not be available through all electronic trading channels.

Householding—Householding refers to the aggregation of your accounts held at Charles Schwab & Co., Inc. Current regulations prevent us from householding your plan-level account or PCRA with your other accounts at Schwab.

Note: Your PCRA is a cash-up-front account. For all purchases, we require cleared funds in the account. When you’re selling, we require securities on deposit. It is your responsibility to avoid overspending your account. If your account becomes overspent, Schwab

reserves the right to liquidate a portion of your account to cover the debit balance. Broker-assisted fees will apply.

Commissions and Transaction Fees¹

Stocks and Third-Party Exchange-Traded Funds (ETFs) per Executed Trade*	
Trading Channel	Commission
Electronic ²	\$6.95
Broker-Assisted	Electronic commission, plus \$25

ETFs (including Schwab ETFs™) participating in Schwab ETF OneSource™ per Executed Trade ³	
Trading Channel	Commission
Electronic	\$0
Broker-Assisted	Electronic commission, plus \$25

* These fees also apply to trades of Canadian stocks, American Depositary Receipts, and stocks of foreign-incorporated companies that are listed on U.S. or Canadian exchanges or whose trades clear and settle in the U.S. or Canada.

Note: Short sells and buys to cover for third-party ETFs participating in Schwab ETF OneSource™ are subject to online commissions plus any additional fees.

Foreign Stock Transactions [†]	
Trades placed on the U.S. over-the-counter (OTC) market	
Trading Channel	Transaction Fee
Electronic	\$6.95, plus a \$50 foreign transaction fee ⁴
Broker-Assisted	\$81.95: electronic commission of \$6.95, plus \$25 for broker assistance, plus a \$50 foreign transaction fee
Trades placed directly on a foreign exchange	
Trading Channel	Transaction Fee
Electronic	Not available
Broker-Assisted	The greater of \$100 or 0.75% of principal, with no maximum

[†] These fees apply to trades of foreign ordinary shares placed directly on a foreign exchange or on the U.S. over-the-counter (OTC) market.

Special Stock Transactions

Large block transactions (orders of 10,000 or more shares, or orders over \$500,000): May be eligible for special handling and/or pricing—please call us for information.

Dividend Reinvestment—The Schwab No-Fee StockBuilder Plan® for dividend reinvestment is available for most U.S. stocks. If you wish to reinvest the dividends on any qualifying stock, please specify when placing your trade order. To change your elections, call your Schwab Representative or visit www.schwab.com.

Prime Brokerage and Trade-Away Services

Prime Brokerage and Trade-Away services are designed to give you and your Agent the ability to execute trades using assets held in your account at broker-dealers other than Schwab, known as “Executing Brokers.” Our standard fee for both Prime Brokerage and Trade-Away services is \$25 per trade or trade allocation. Note: There may be other fees, such as those charged by the Executing Broker and outlined in the Prime Brokerage Amendment.

Mutual Fund Transaction Fees per Executed Trade

Some funds may also charge sales and/or redemption fees. Please read the prospectuses for details. You can buy shares directly from a fund company or its principal underwriter or distributor without paying Schwab's transaction or service charges (except Schwab Funds®).

No-Transaction-Fee Funds (includes funds available through the Mutual Fund OneSource® service) ⁵	
Trading Channel	Transaction Fee
Electronic	\$0
Broker-Assisted	\$25 service charge per trade may apply
Transaction-Fee Funds ⁵	
Trading Channel	Transaction Fee
Electronic	\$50 per buy, \$0 per sell
Broker-Assisted	Electronic fee, plus \$25 service charge per trade

Note: For information about offshore funds (funds registered outside the U.S. for purchase by non-U.S. persons only), please call us.

Options Commissions per Executed Trade

Trading Channel	Commission
Electronic	\$6.95, plus \$0.70 per contract
Broker-Assisted	Electronic commission, plus \$25

Note: Stock or option trades resulting from an option exercise or assignment will be subject to the corresponding electronic commission pricing schedule.

Pricing for Combined Equity and Option Orders

Equity plus option leg orders (includes Buy/Writes, Sell/Writes, and Unwinds): \$0.70 per contract for the option leg, plus \$6.95 commission for the equity leg. (There is no base commission for the option leg.)

Fixed Income Investments

Schwab reserves the right to act as principal on any fixed income transaction, public offering or securities transaction. When Schwab acts as agent, a commission will be charged on the transaction. When Schwab acts as principal, the markup is included in the bond price.

Product Type	Online Commission or Markup	Broker-Assisted Commission or Markup
New Issues, including Certificates of Deposit	\$0 (a selling concession may be included in the offering price)	
Treasury Bills, Notes, Bonds and TIPS (Secondary and Auction)	\$0	\$25
Secondary transactions for Corporate Bonds, Municipal Bonds, Government Agencies, Zero-Coupon Treasuries (including STRIPS), and Certificates of Deposit	\$1 per bond (\$10 minimum/\$250 maximum)	Online pricing plus \$25 per trade
Preferreds or REITs	Stock commissions and minimums apply for secondary transactions.	
Commercial Paper, Foreign Bonds, Asset-Backed Securities, Mortgage-Backed Securities, Collateralized Mortgage Obligations, and Unit Investment Trusts	These are specialty products—please call us for information.	

Note: Large block transactions (orders of more than 250 bonds) may be eligible for special handling and/or pricing—please call us for information.

Note: Our commissions and markups may be slightly less than our published schedule shown above due to rounding.

Account Activity Fees

Fee Type	Amount
Mutual fund short-term redemption fee ⁶	\$49.95
Order out of certificates (for all U.S. and some Canadian securities):* Book entry of securities held electronically at transfer agent (Direct Registration System) Physical certificates	\$0 per issue This fee will be equal to the amount charged to Schwab by the Depository Trust & Clearing Corporation, currently \$500 per certificate, subject to increases in the future. Additional charges may apply for rush requests.
Order out of certificates (for foreign securities): Physical certificates ⁷	Variable fee (based on the location of the transfer agent)
Transfer of title for certificates (re-registering securities held in certificate form)	\$25 fee per position
Schwab Non-Sweep Money Funds, including Schwab Value Advantage Investments® (SVAI): Schwab-initiated redemptions ⁸	\$10 fee per redemption
Security Reorganization:* Voluntary and post-effective	\$39 fee

* Certain clients qualify for exemption.

Cashiering and Administrative Service Fees⁹

PCRA participants cannot initiate cashiering requests with Schwab to deposit or disburse funds from a PCRA. These fees apply to cashiering or disbursement requests received from the Plan Administrator, Trustee, or other authorized party, and are deducted from the account designated by these parties.

Fee Type	Amount
Paying agent services	\$30 per distribution
Schwab-issued check	\$20 per check
Check stop payment	\$10 per check
Overnight Service	\$8.50
Nonsufficient funds/ returned item	\$25 fee per item
Wire transfer (outgoing)* ¹⁰	\$25 fee per transfer

* Certain clients qualify for exemption.

Custody Fees for Non-Publicly Traded Securities

Description	Amount
Annual maintenance fee for restricted securities	\$150 per position
Annual maintenance fee for other non-publicly traded securities	\$250 per position Maximum of \$500 per account If applicable, fees for ineligible securities and valuation are additional.
Transaction fee	\$100 per transaction
Ineligible security fee	\$250 per year per position
Valuation fee	Effective September 1, 2013: \$500 per year per position valued
Non-transferable fee ¹¹	\$1 per month per position

Note: Certain Non-Publicly Traded Securities may be exempt from certain fees. Custody fees for Non-Publicly Traded Securities are billed annually in arrears.

Special Service Fees

Exchange Process Fee—This is a fee Schwab charges to offset fees imposed on us by national securities and self-regulatory organizations or by U.S. option exchanges.

The Securities and Exchange Commission (SEC) assesses transaction fees on national securities exchanges and self-regulatory organizations based on the aggregate dollar amount of sales of certain securities. The SEC recalculates the amount of this fee periodically—at least once per year but sometimes more often. National securities exchanges and self-regulatory organizations offset the transaction fees by charging their member broker-dealers such as Schwab, and we, in turn, offset this fee by charging you an Exchange Process Fee for covered sell transactions.

U.S. options exchanges charge Schwab and other broker-dealers per-contract fees for purchases and

sales of exchange-listed options. The exchanges may charge these fees even on transactions executed on other exchanges, which can result in multiple fees being imposed on Schwab for a single transaction. Schwab offsets these fees by charging you a single Exchange Process Fee for each covered transaction.

Any Exchange Process Fee that appears on your trade confirmation for a sale of an exchange-listed option will combine the offsets for the fees charged both by the U.S. option exchanges and by the national securities and self-regulatory organizations.

Schwab's Exchange Process Fee will rise or fall periodically depending upon the rates set by the SEC or by the U.S. option exchanges, as applicable.

Transaction Fee—This fee includes either fees charged for purchases and sales of certain mutual fund shares or fees charged for purchasing U.S. Treasury obligations via the auction process. The amount of this fee will appear on your trade confirmation.

American Depositary Receipt (ADR) Fee—Banks that custody ADRs are permitted to charge ADR holders a fee. Fees collected from Schwab by the Depository Trust Company for an ADR will be automatically deducted from your Schwab account(s) and shown on your account statement(s) as an "ADR Pass-Thru Fee."

Endnotes

- ¹ Excluding mutual funds, commissionable trades that execute over more than one day will be charged a separate commission for each additional day; each separate commission will apply to the portion of the trade executed on the corresponding additional day. Electronic trade orders for which price or quantity are changed by the client, and as a result execute over multiple trades on the same day, are each charged a separate commission.
- ² Up to 999,999 shares can be placed per trade.
- ³ The Schwab Exchange-Traded Funds™ (Schwab ETFs™) are distributed by SEI Investments Distribution Co. (SEI). Charles Schwab Investment Management, Inc. (CSIM) serves as the registered investment advisor to Schwab ETFs. CSIM is a wholly owned subsidiary of The Charles Schwab Corporation and an affiliate of Charles Schwab & Co., Inc., none of which is affiliated with SEI.
- ⁴ Transactions in foreign ordinary shares incur additional custody, clearing, and settlement expenses. A foreign transaction fee is added to trades placed on the U.S. over-the-counter market through the online or automated phone channels. The commission and foreign transaction fee will be combined and appear as one line item, labeled “Commission,” on your trade confirmation.
- ⁵ Standard fees apply on both transactions when placing simultaneous orders to sell one or more transaction-fee fund(s) and purchase additional transaction-fee fund(s) with the proceeds.
- ⁶ Schwab’s short-term redemption fee will be charged on the redemption of funds purchased through Schwab’s Mutual Fund OneSource® service (and certain other funds with no transaction fee) and held for 90 days or less. Schwab reserves the right to exempt some funds from this fee, including certain Schwab Funds®, which may charge a separate redemption fee, and funds that accommodate short-term trading.
- ⁷ An additional amount of \$250 per certificate will be charged for foreign securities.
- ⁸ Occurs, at Schwab’s sole discretion, when no other cash assets or margin credit balances are available in a customer’s account to cover transactions such as Schwab One® checks, security purchases, Visa® debit cards, AIP investments, and electronic funds transfers.

⁹ Fees for cashiering services do not apply to PCRA account holders, with the exception of nonsufficient funds/returned item fees.

¹⁰ Wire transfer fees can be avoided by using certain automated services, such as Schwab MoneyLink®, or by using Schwab One® checkwriting services.

¹¹ A non-transferable security is a security for which there has been no transfer agent for three years or more.

Schwab Personal Choice Retirement Account® (PCRA) is offered through Charles Schwab & Co., Inc., a registered broker-dealer, which also provides other brokerage and custody services to its customers. Schwab Retirement Plan Services, Inc. provides recordkeeping and related services with respect to retirement plans. Charles Schwab Bank (the Bank) provides trust and custody services with respect to retirement and other benefit plans, including individual retirement accounts. This includes accounts where the Bank acts as trustee or custodian and the client has instructed the Bank to establish either a PCRA or to set up a separately managed account with Charles Schwab & Co., Inc. as sub-custodian. The pricing information provided in this *Guide* does not apply to assets held directly at the Bank.

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SDBO PARTICIPANT STATEMENT





Schwab Personal Choice Retirement Account® (PCRA) of
CHARLES SCHWAB TRUST CO TTEE
ABC RETIREMENT PLAN
FBO DANA JONES

Account Number
1234-5678

Statement Period
February 1-28, 2015

Market Monitor

Rates	Yield
Schwab Govt MMF ^f	0.00%
Treasury Bill - 6 Months	0.11%
Treasury Bond - 30 Year	2.60%

Indices	Year To Date Change
Dow Jones Industrial Average	1.74%
Standard & Poor's 500 Index®	2.21%
Schwab 1000 Index®	2.53%
NASDAQ Composite Index	4.80%

Schwab Personal Choice Retirement Account® (PCRA) of
CHARLES SCHWAB TRUST CO TTEE
ABC RETIREMENT PLAN
FBO DANA JONES

Your Retirement Plan Provider

CHARLES SCHWAB TRUST COMPANY TEE
ABC RETIREMENT PLAN
211 MAIN STREET
SAN FRANCISCO, CA 94105-2423

The custodian of your brokerage account is: Charles Schwab & Co., Inc.
For questions about this statement, please contact the Schwab dedicated PCRA Call Center at 1-888-393-PCRA (7272).

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Terms and Conditions

This Account statement is furnished solely by Charles Schwab & Co., Inc. ("Schwab") for your Personal Choice Retirement Account ("Account") at Schwab. Schwab is a registered broker-dealer and, provides brokerage and custody services for your Account. Schwab is a wholly owned subsidiary of The Charles Schwab Corporation. Other wholly owned subsidiaries of The Charles Schwab Corporation include the following Schwab "Affiliates": Charles Schwab Investment Management, Inc. ("CSIM"); Charles Schwab Investment Advisory, Inc. ("CSIA"); Windhaven Investment Management, Inc. ("Windhaven"); ThomasPartners, Inc. ("TPI"); Schwab Retirement Plan Services, Inc.; Schwab Retirement Plan Services Company; and Charles Schwab Bank. Affiliate advisors may act as investment advisors to the Sweep Funds (generally CSIM). CSIA, CSIM, Windhaven and TPI act as investment advisors for accounts managed by them. Schwab Retirement Plan Services, Inc. and Schwab Retirement Plan Services Company provide recordkeeping and related services to retirement plan sponsors. Charles Schwab Bank provides trust and custody services to retirement plan sponsors.

This Account statement may identify a "Retirement Plan Service Provider" or "Advisor." Except as described above, the Retirement Plan Service Provider or Advisor may provide services with respect to your Account, but is not affiliated with Schwab. The Retirement Plan Service Provider or Advisor is independently owned and operated and are not Schwab Affiliates. Schwab maintains agreements with Retirement Plan Service Providers and Advisors under which Schwab provides such companies with services related to your Account. However, Schwab neither endorses nor recommends any particular Retirement Plan Service Provider or Advisor or investment strategy and has no responsibility to monitor trading by any Retirement Plan Service Provider or Advisor on your Account.

GENERAL INFORMATION AND KEY TERMS:

If you receive any other communication from any source other than Schwab, or other authorized affiliate of Schwab which purports to represent your holdings at Schwab, you should verify its content with this statement.

AIP (Automatic Investment Plan) Customers: Schwab receives remuneration in connection with certain transactions effected through Schwab. If you participate in a systematic investment program through Schwab, the additional information normally detailed on a trade confirmation will be provided upon request.

Average Daily Balance: Average daily composite of all cash balances that earn interest and all loans from Schwab that are charged interest. Interest cycles may differ from statement cycles.

Credit Interest: If, on any given day, the interest that Schwab calculates for your Account is less than \$.005, you will not earn any interest on that day.

Dividend Reinvestment Customers: Dividend reinvestment transactions are effected by Schwab acting as a principal for its own Account, except for the reinvestment of Schwab dividends, for which

an independent broker-dealer acts as the buying agent. The time of these transactions, the exchange upon which these transactions occur, and the name of the person from whom the security is purchased will be furnished upon written request.

Estimated Annual Income: Estimated annual income is derived from information provided by outside parties. Schwab cannot guarantee the accuracy of such information. Since the interest and dividends are subject to change at any time, they should not be relied upon exclusively for making investment decisions.

Fees and Charges: Includes Margin Interest, Retirement Plan Service Provider fees, and Management Fees that may be charged during the statement period. Contact your Retirement Plan Service Provider and/or your Investment Advisor if you have questions about his or her fees.

Market Price: The most recent price evaluation available to Schwab on the last business day of the statement period, normally the last trade price or bid as of market close. Unpriced securities denote that no market evaluation update is currently available. Price evaluations are obtained from outside parties. Schwab shall have no responsibility for the accuracy or timeliness of any such valuations. Pricing of assets not held at Schwab is for informational purposes only. Some securities, especially thinly traded equities in the OTC market or foreign markets, may not report the most current price and are indicated as Stale Priced. For Limited Partnerships and Real Estate Investment Trust (REIT) securities, you may see that the value reflected on your monthly Account statement for this security is unpriced. NASD rules require that certain Limited Partnerships (direct participation programs) and REIT securities that have not been priced within 18 months must show as unpriced on customer statements. Note that these securities are generally illiquid, that the value of the securities will be different than the purchase price, and, if applicable, that accurate valuation information may not be available.

Market Value: The Market Value is computed by multiplying the Market Price by the Quantity of Shares. This is the dollar value of your present holdings in your specified Schwab Account or a summary of the Market Value summed over multiple Accounts.

Non-Publicly Traded Securities: All assets shown on this statement, other than certain direct investments which may be held by a third party, are held in your Account. Values of certain Non-Publicly Traded Securities may be furnished by a third party as provided by Schwab's Account Agreement. Schwab shall have no responsibility for the accuracy or timeliness of such valuations. The Securities Investor Protection Corporation (SIPC) does not cover many limited partnership interests.

Option Customers: Be aware of the following: (1) Commissions and other charges related to the execution of option transactions are included in confirmations of such transactions furnished to you at the time such transactions occur and are made available promptly upon request. (2) You should advise us promptly of any material changes in your investment objectives or financial situation. (3) Exercise

assignment notices for option contracts are allocated among customer short positions pursuant to an automated procedure which randomly selects from among all customer short option positions those contracts which are subject to exercise, including positions established on the day of assignment. (4) Realized gain/loss of underlying securities is adjusted to reflect the premiums of assigned or exercised options. Please consult your tax advisor or IRS publication 550, Investment Income and Expenses, for additional information on Options.

Rate Summary: The yield information for Sweep Funds is the current 7-day yield as of the statement period. Yields vary. Schwab and the Sweep Fund investment advisor may be voluntarily reducing a portion of a Sweep Fund's expenses. Without these reductions, yields would have been lower.

Restricted Securities: See your Account Agreement for information regarding your responsibilities concerning the sale or control of restricted securities.

Schwab Sweep Money Funds: Includes the primary money market funds into which Free Credit Balances may be automatically invested pursuant to your Account Agreement. Schwab or an affiliate acts and receives compensation as the Investment Advisor, Transfer Agent, Shareholder Service Agent and Distributor for the Schwab Sweep Money Funds. The amount of such compensation is disclosed in the prospectus. The yield information for Schwab Sweep Money Funds is the current 7-day yield as of the statement period. Yields vary. Schwab and the Schwab Sweep Money Funds investment advisor may be voluntarily reducing a portion of a Schwab Sweep Money Fund's expenses. Without these reductions, yields would have been lower. The shares of the money market mutual fund can be liquidated on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement and the applicable prospectus.

Securities Products and Services: Securities products and services are offered by Charles Schwab & Co., Inc. (Member SIPC). Securities products and services, including unswept intraday funds and net credit balances held in the brokerage Accounts are not guaranteed deposits or obligations of the above-referenced bank, and are subject to investment risk are not FDIC insured, may lose value, and are not bank guaranteed.

Short Positions: Securities sold short will be identified with an "S" in Investment Detail. The market value of these securities will be expressed as a debit and will be netted against any long positions in Total Account Value.

Sweep Funds: Includes the primary funds into which free credit balances may be automatically invested pursuant to your Account Agreement.

Yield to Maturity: This is the actual average annual return on a note if held to maturity.

Gain (or Loss): Unrealized Gain or (Loss) and Realized Gain or (Loss)

Terms and Conditions (continued)

sections ("Gain/Loss Section(s)") contain a gain or a loss summary of your Account. This information has been provided on this statement at the request of your Advisor. This information is not a solicitation or a recommendation to buy or sell. It may, however, be helpful for investment and tax planning strategies. **Schwab does not provide tax advice and encourages you to consult with your tax professional. Please view the Cost Basis Disclosure Statement for additional information on how gain (or loss) is calculated and how Schwab reports adjusted cost basis information to the IRS.**

Accrued Income: Accrued Income is the sum of the total accrued interest and/or accrued dividends on positions held in your Account, but the interest and/or dividends have not been received into your account. Schwab makes no representation that the amounts shown (or any other amount) will be received. Accrued amounts are not covered by SIPC account protection until actually received and held in the Account.

IN CASE OF QUESTIONS: If you are a participant with a Schwab Personal Choice Retirement Account® (PCRA) and you have questions about this statement, or specific Schwab Account transactions, contact the dedicated Schwab PCRA Call Center at 1-888-393-PCRA (7272). If you are a Plan Trustee or Sponsor, please contact your Retirement Plan Service Provider shown on the cover page of this statement.

IN CASE OF ERRORS OR DISCREPANCIES IN BROKERAGE TRANSACTIONS: If you find an error or discrepancy relating to your brokerage activity (other than an electronic funds transfer), you must notify us promptly, but no later than 10 days after this statement is sent or made available to you. If this statement shows that we have mailed or delivered security certificate(s) that you have not received, you should notify Schwab immediately. Any oral communications should be reconfirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). If you do not so notify us, you agree that the statement activity and Account balance are correct for all purposes with respect to those brokerage transactions.

IN CASE OF COMPLAINTS: If you have a complaint regarding your Schwab statement, products or services, please call the Charles Schwab & Co., Inc. Client Advocacy Hotline at 1-800-468-3774 or write to Attention: Client Advocacy Team, 211 Main St., M/S: PHXPEAK-2K489, San Francisco, CA 94105.

Address Changes: If you fail to notify Schwab in writing of any change of address or phone number, you may not receive important notifications about your Account, and trading or other restrictions might be placed on your Account.

Wire Transfers and Check Transactions: If, upon prompt examination, you find that your records and ours disagree, or if you suspect that a wire transfer is unauthorized, a check or endorsement is altered or forged, or checks are missing or stolen, call us immediately at the Schwab Customer Service number listed on the front of this statement. If you do not so notify us in writing promptly, but in no event later than 10 days after we send

or make available your statement to you, you agree that the statement activity and Account balance are correct for all purposes with respect to those transactions. You agree to cooperate with us in the investigation of your claim, including giving us an affidavit containing whatever reasonable information we require concerning your Account, the wire or check transaction, and the circumstances surrounding the loss. You agree that we have a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss, and that we have no obligation to provisionally credit your Account.

Additional Information: We are required by law to report to the Internal Revenue Service certain adjusted cost basis information (if applicable) and plan disbursements issued at the client's direction during the calendar year. Schwab or an affiliate acts as the Investment Advisor, Transfer Agent, Shareholder Service Agent and Distributor for the Schwab Money Funds. Schwab or an affiliate is compensated by the Schwab Money Funds for acting in each of these capacities other than as Distributor. The amount of such compensation is disclosed in the prospectus. For accounts managed by CSIA, CSIM, Windhaven, or TPI, you are charged an asset-based fee which is described in the relevant disclosure brochure. Additional information will be provided upon written request. A financial statement for your inspection is available at Schwab's offices or a copy will be mailed to you upon written request. Any third-party trademarks appearing herein are the property of their respective owners.

(1113-7022)



Schwab Personal Choice Retirement Account® (PCRA) of
CHARLES SCHWAB TRUST CO TTEE
ABC RETIREMENT PLAN
FBO DANA JONES

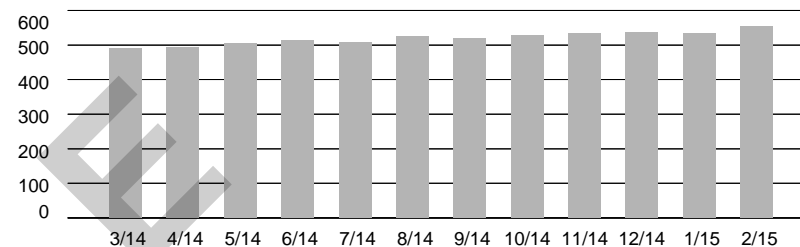
Account Number
1234-5678

Statement Period
February 1-28, 2015

Change in Account Value

	This Period	Year to Date
Starting Value	\$ 534,823.31	\$ 536,727.68
Cash Value of Purchases & Sales	7,735.17	6,341.06
Investments Purchased/Sold	(7,735.17)	(6,341.06)
Deposits & Withdrawals	3,216.14	6,291.72
Dividends & Interest	469.17	843.58
Fees & Charges	(1,341.82)	(1,341.82)
Transfers	0.01	0.01
Income Reinvested	0.00	0.00
Change in Value of Investments	18,138.26	12,783.90
Ending Value on 02/28/2015	\$ 555,305.07	\$ 555,305.07
Accrued Income ^d	1,354.55	
Ending Value with Accrued Income^d	\$ 556,659.62	
Total Change in Account Value:		
Including Deposits and Withdrawals	\$ 20,481.76	\$ 18,577.39
Including Deposits, Withdrawals, and Accrued Income ^d	\$ 21,836.31	

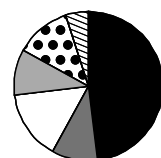
Account Value (\$) Over Last 12 Months [in Thousands]



Asset Composition

	Market Value	% of Account Assets
Cash and Money Market Funds [Sweep]	\$ 53,676.31	10%
Fixed Income	66,059.41	12%
Equities	269,296.71	48%
Bond Funds	29,338.98	5%
Equity Funds	55,302.96	10%
Other Assets	81,630.70	15%
Total Assets Long	\$ 555,305.07	
Total Account Value	\$ 555,305.07	100%
Accrued Income ^d	1,354.55	
Total Value with Accrued Income^d	\$ 556,659.62	

Overview



- 48% Equities
- 10% Cash, MMFs [Sweep]
- 15% Other Assets
- 10% Equity Funds
- 12% Fixed Income
- 5% Bond Funds

Gain or (Loss) Summary

Gain or (Loss) on Investments Sold

This Period \$7,042.92

Unrealized Gain or (Loss)

All Investments \$83,230.98

Values may not reflect all of your gains/losses.

Account Notes

- Accrued Interest is \$594.50
- Accrued Dividend is \$760.05

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings.

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Schwab Personal Choice Retirement Account® (PCRA) of
CHARLES SCHWAB TRUST CO TTEE
ABC RETIREMENT PLAN
FBO DANA JONES

Account Number
1234-5678

Statement Period
February 1-28, 2015

Income Summary

	This Period	Year To Date
Cash Dividends	469.17	843.58
Total Income	469.17	843.58

Investment Detail - Cash and Money Market Funds [Sweep]

Cash	Market Value			% of Account Assets	
Cash	43.98			<1%	
Total Cash	43.98			<1%	
Money Market Funds [Sweep]	Quantity	Market Price	Market Value	Current Yield	% of Account Assets
Schwab Govt Money Fund: SWGXX	53,632.3300	1.0000	53,632.33	0.00%	10%
Total Money Market Funds [Sweep]			53,632.33		10%
Total Cash & Money Market [Sweep]			53,676.31		10%

Investment Detail - Fixed Income

		Par	Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Annual Income
Corporate Bonds				Cost Basis			Yield to Maturity
ASSURANT INC. 2.5%18		10,000.0000	101.4334	10,143.34	2%	106.54	250.00
DUE 03/15/18				10,036.80			2.42%
CUSIP: 04621XAE8							
MOODY'S: Baa2 S&P: BBB+							
						Accrued Interest: 115.28	

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Investment Detail - Fixed Income (continued)

	Par	Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Annual Income
Corporate Bonds (continued)			Cost Basis			Yield to Maturity
EDWARDS LIFESCI 2.875%18	10,000.0000	102.6472	10,264.72	2%	191.12	287.50
DUE 10/15/18			10,073.60			2.71%
CUSIP: 28176EAC2						
MOODY'S: Baa3 S&P: BBB-						
					Accrued Interest: 108.61	
HEWLETT-PACKARD C 2.6%17	15,000.0000	102.7753	15,416.30	3%	186.65	390.00
DUE 09/15/17			15,229.65			2.23%
CUSIP: 428236BW2						
MOODY'S: Baa1 S&P: BBB+						
					Accrued Interest: 179.83	
MURPHY OIL CORP 2.5%17	15,000.0000	99.0850	14,862.75	3%	(418.05)	375.00
DUE 12/01/17			15,280.80			2.07%
CUSIP: 626717AE2						
MOODY'S: Baa3 S&P: BBB						
					Accrued Interest: 93.75	
WSTN UN CO 2.875%17	15,000.0000	102.4820	15,372.30	3%	(119.55)	431.25
DUE 12/10/17			15,491.85			2.12%
CUSIP: 959802AR0						
MOODY'S: Baa2 S&P: BBB						
					Accrued Interest: 97.03	
Total Corporate Bonds	65,000.0000		66,059.41	12%	(53.29)	1,733.75
		Total Cost Basis:	66,112.70			
					Total Accrued Interest for Corporate Bonds: 594.50	
Total Fixed Income	65,000.0000		66,059.41	12%	(53.29)	1,733.75
		Total Cost Basis:	66,112.70			

Accrued Interest represents the interest that would be received if the fixed income investment was sold prior to the coupon payment.

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Investment Detail - Fixed Income (continued)

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Investment Detail - Equities

	Quantity	Market Price	Market Value Cost Basis	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
Equities							
AMERISOURCEBERGEN CORP SYMBOL: ABC	50.0000	102.7600	5,138.00 1,925.73	<1%	3,212.27	1.12%	58.00
							<i>Accrued Dividend: 14.50</i>
BB&T CORPORAT 5.85% PFD PFD DUE 05/01/99 SYMBOL: BBT+D	300.0000	25.4300	7,629.00 7,511.85	1%	117.15	5.75%	438.75
							<i>Accrued Dividend: 109.69</i>
BOEING CO SYMBOL: BA	40.0000	150.8500	6,034.00 5,145.69	1%	888.31	1.93%	116.80
							<i>Accrued Dividend: 36.40</i>
BORG WARNER INC SYMBOL: BWA	100.0000	61.4600	6,146.00 5,714.74	1%	431.26	0.84%	52.00
CANADIAN NATL RY CO F SYMBOL: CNL	150.0000	69.1400	10,371.00 4,896.45	2%	5,474.55	1.24%	129.34
CAPITAL ONE FC 6% PFD PFD SER B DUE 12/31/99 SYMBOL: COF+P	300.0000	25.1300	7,539.00 7,546.65	1%	(7.65)	5.96%	450.00
							<i>Accrued Dividend: 112.50</i>
CAPITAL ONE FINANCIAL CP SYMBOL: COF	75.0000	78.7100	5,903.25 4,924.43	1%	978.82	1.52%	90.00

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FBO DANA JONES

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February 1-28, 2015

Investment Detail - Equities (continued)

	Quantity	Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
Equities (continued)			<i>Cost Basis</i>				
CELGENE CORP SYMBOL: CELG	30.0000	121.5300	3,645.90 3,578.38	<1%	67.52	N/A	N/A
CHEVRON CORPORATION SYMBOL: CVX	50.0000	106.6800	5,334.00 3,698.95	<1%	1,635.05	4.01%	214.00
						<i>Accrued Dividend: 53.50</i>	
CITIGROUP INC NEW SYMBOL: C	66.0000	52.4200	3,459.72 4,030.08	<1%	(570.36)	0.07%	2.64
DISNEY WALT CO SYMBOL: DIS	100.0000	104.0800	10,408.00 4,893.76	2%	5,514.24	1.10%	115.00
E O G RESOURCES INC SYMBOL: EOG	60.0000	89.7200	5,383.20 5,055.22	<1%	327.98	0.74%	40.20
ENBRIDGE ENERGY MGMT SYMBOL: EEQ	0.0259	37.2800	0.97 0.63	<1%	0.34	N/A	N/A
FISERV INC SYMBOL: FISV	150.0000	78.0700	11,710.50 3,708.38	2%	8,002.12	N/A	N/A
GENERAL ELECTRIC COMPANY SYMBOL: GE	225.0000	25.9900	5,847.75 4,731.06	1%	1,116.69	3.53%	207.00
						<i>Accrued Dividend: 51.75</i>	
GENERAL MILLS INC SYMBOL: GIS	125.0000	53.7900	6,723.75 4,959.40	1%	1,764.35	3.04%	205.00

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Investment Detail - Equities (continued)

	Quantity	Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
Equities (continued)			<i>Cost Basis</i>				
3M COMPANY	50.0000	168.6500	8,432.50	2%	2,892.74	2.02%	171.00
SYMBOL: MMM			5,539.76				
							Accrued Dividend: 51.25
Total Equities	4,492.2580		269,296.71	48%	79,288.75		5,815.08
		Total Cost Basis:	190,007.96				

Total Accrued Dividend for Equities: 760.05

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Investment Detail - Mutual Funds

Bond Funds	Quantity	Market Price	Market Value	% of Account Assets	Average Cost Basis	Cost Basis	Unrealized Gain or (Loss)
EATON VANCE FLOATING	1,624.4690	8.9900	14,603.98	3%	9.23	15,000.00	(396.02)
RATE FD CL I SYMBOL: EIBLX							
PALMER SQUARE INCM PLUS	1,472.0280	10.0100	14,735.00	3%	10.02	14,750.00	(15.00)
FD I SYMBOL: PSYPX							
Total Bond Funds	3,096.4970		29,338.98	5%		29,750.00	(411.02)

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Investment Detail - Mutual Funds (continued)

Equity Funds	Quantity	Market Price	Market Value	% of Account Assets	Average Cost Basis	Cost Basis	Unrealized Gain or (Loss)
FIRST EAGLE OVERSEAS FUND CL I SYMBOL: SGOIX	597.2170	23.6000	14,094.32	3%	23.63	14,115.00	(20.68)
GABELLI ABC FUND ADV CL SYMBOL: GADVX	982.3180	10.1300	9,950.88	2%	10.20	10,024.00	(73.12)
OAKMARK INTL FD CLASS I SYMBOL: OAKIX	785.6000	24.9600	19,608.58	4%	25.46	20,000.00	(391.42)
OPPENHEIMER DEVELOPING MKTS FD CL Y SYMBOL: ODVYX	329.3520	35.3700	11,649.18	2%	34.66	11,415.00	234.18
Total Equity Funds	2,694.4870		55,302.96	10%		55,554.00	(251.04)
Total Mutual Funds	5,790.9840		84,641.94	15%		85,304.00	(662.06)

Investment Detail - Other Assets

Other Assets	Quantity	Market Price	Market Value <i>Cost Basis</i>	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
ISHARES TR RUSSELL 2000 ETF SYMBOL: IWM	140.0000	122.5800	17,161.20 16,126.36	3%	1,034.84	1.45%	249.21
JP MORGAN EXCH TRADED NT ALERIAN MLP SYMBOL: AMJ	600.0000	44.6000	26,760.00 26,650.35	5%	109.65	N/A	N/A

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Investment Detail - Other Assets (continued)

	Quantity	Market Price	Market Value <i>Cost Basis</i>	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
Other Assets (continued)							
PRUDENTIAL FINL 5.75%PFD DUE 12/15/52 SUBJ TO XTRO REDEMPTION SYMBOL: PJH	300.0000	25.4500	7,635.00 7,564.35	1%	70.65	N/A	N/A
SECTOR SPDR TECH SELECT SHARES OF BENEFICIAL INT SYMBOL: XLK	250.0000	43.0900	10,772.50 9,750.73	2%	1,021.77	2.00%	216.49
WISDOMTREE EUROPE ETF HEDGED EQUITY FUND SYMBOL: HEDJ	300.0000	64.3400	19,302.00 16,881.33	3%	2,420.67	2.27%	439.19
Total Other Assets	1,590.0000		81,630.70	15%	4,657.58		904.89
		Total Cost Basis:	76,973.12				

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Total Investment Detail	555,305.07
Total Account Value	555,305.07
Total Cost Basis	418,397.78

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Gain or (Loss) on Investments Sold

Investments	Quantity/Par	Acquired/ Opened	Sold/ Closed	Total Proceeds	Cost Basis	Gain or (Loss)
JPMORGAN CHASE & CO: JPM	150.0000	multiple	01/28/15	8,284.64	5,527.20	2,757.44
AMERISOURCEBERGEN CORP: ABC	75.0000	03/16/12	01/29/15	7,174.08	2,888.60	4,285.48
Total Gain or (Loss) on Investments Sold				15,458.72	8,415.80	7,042.92

Schwab has provided accurate realized gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. If all data for a given investment is not available, the investment will not be listed here.

Option Customers: Gain/loss on investments sold is adjusted to reflect the premiums of assigned or exercised options. Please consult IRS publication 550, Investment Income and Expenses, for additional information on Options.

Transaction Detail - Purchases & Sales

Equities Activity

Settle Date	Trade Date	Transaction	Description	Quantity	Unit Price	Total Amount
02/02/15	01/28/15	Sold	JPMORGAN CHASE & CO: JPM	(150.0000)	55.2851	8,284.64
02/03/15	01/29/15	Sold	AMERISOURCEBERGEN CORP: ABC	(75.0000)	95.7625	7,174.08
02/03/15	01/29/15	Bought	CELGENE CORP: CELG	30.0000	119.0142	(3,578.38)
02/12/15	02/09/15	Bought	MACYS INC: M	65.0000	63.6495	(4,145.17)

Total Equities Activity	7,735.17
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Total Purchases & Sales	7,735.17
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Transaction Detail - Deposits & Withdrawals

Transaction Process					
Date	Date	Activity	Description	Location	Credit/(Debit)
02/02/15	02/02/15	Journalled Funds	JOURNAL FRM 67968816		1,479.92

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Transaction Detail - Deposits & Withdrawals (continued)

Transaction Process		Activity	Description	Location	Credit/(Debit)
Date	Date				
02/17/15	02/17/15	Journaled Funds	JOURNAL FRM 67968816		1,736.22
Total Deposits & Withdrawals					3,216.14

The total deposits activity for the statement period was \$3,216.14. The total withdrawals activity for the statement period was \$0.00.

Transaction Detail - Dividends & Interest (including Money Market Fund dividends reinvested)

Transaction Date	Process Date	Activity	Description	Credit/(Debit)
01/31/15	02/02/15	Qualified Dividend	JPMORGAN CHASE & CO: JPM	60.00
02/02/15	02/02/15	Qualified Dividend	GENERAL MILLS INC: GIS	51.25
02/02/15	02/02/15	Qualified Dividend	VERIZON COMMUNICATIONS: VZ	55.00
02/04/15	02/04/15	Qualified Dividend	LOWES COMPANIES INC: LOW	28.75
02/05/15	02/05/15	Qualified Dividend	POTASH CORP SASK INC F: POT	52.50
02/13/15	02/13/15	Qualified Dividend	MARSH & MC LENNAN CO INC: MMC	35.00
02/13/15	02/13/15	Qualified Dividend	MORGAN STANLEY: MS	17.50
02/17/15	02/17/15	Qualified Dividend	PROCTER & GAMBLE: PG	66.44
02/20/15	02/20/15	Qualified Dividend	CAPITAL ONE FINANCIAL CP: COF	22.50
02/25/15	02/25/15	Qualified Dividend	XILINX INC: XLNX	36.25
02/27/15	02/27/15	Qualified Dividend	CITIGROUP INC NEW: C	0.66
02/27/15	02/27/15	Cash Dividend	EATON VANCE FLOATING: EIBLX	43.32
Total Dividends & Interest				469.17

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Transaction Detail - Fees & Charges

Transaction Date	Process Date	Activity	Description	Credit/(Debit)
02/05/15	02/05/15	Advisor Fee*	TO ADVISOR	(1,341.82)
Total Fees & Charges				(1,341.82)

Transaction Detail - Transfers

Settle Date	Trade Date	Transaction	Description	Quantity	Unit Price	Total Amount
02/13/15	02/13/15	Adjust Position	ENBRIDGE ENERGY MGMT: EEQ	0.0004	37.4500	0.01
Total Transfers						0.01

Total Transaction Detail 10,078.67

Money Funds Detail

SCHWAB GOVT MONEY FUND Activity

Settle Date	Transaction	Quantity	Unit Price	Purchase/Debit	Sale/Credit
Opening # of Shares: 43,505.5400					
02/02/15	Purchased	92.1100	1.0000	92.11	
02/03/15	Purchased	9,930.8100	1.0000	9,930.81	
02/04/15	Purchased	3,595.7000	1.0000	3,595.70	
02/05/15	Purchased	28.7500	1.0000	28.75	
02/06/15	Redeemed	1,289.3200	1.0000		1,289.32
02/12/15	Redeemed	4,145.1700	1.0000		4,145.17
02/17/15	Purchased	52.5000	1.0000	52.50	
02/18/15	Purchased	1,802.6600	1.0000	1,802.66	
02/23/15	Purchased	22.5000	1.0000	22.50	

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Money Funds Detail (continued)

SCHWAB GOVT MONEY FUND Activity (continued)

Settle Date	Transaction	Quantity	Unit Price	Purchase/Debit	Sale/Credit
02/26/15	Purchased	36.2500	1.0000	36.25	
Closing # of Shares: 53,632.3300					
Total SCHWAB GOVT MONEY FUND Activity				15,561.28	5,434.49
Total Money Funds Detail				15,561.28	5,434.49

Pending Corporate Actions

	Transaction	Quantity	Payable Date	Rate per Share	Share Distribution	Cash Distribution
KROGER COMPANY	Qualified Dividend	90.0000	03/01/15	0.1850		16.65
AMERISOURCEBERGEN CORP	Qualified Dividend	50.0000	03/02/15	0.2900		14.50
BB&T CORPORAT 5.85% PFD	Qualified Dividend	300.0000	03/02/15	0.3656		109.69
CAPITAL ONE FC 6% PFD	Qualified Dividend	300.0000	03/02/15	0.3750		112.50
PARTNERRE LTD. 6.5% PFD	Cash Dividend	300.0000	03/02/15	0.4062		121.88
VISA INC CL A	Qualified Dividend	35.0000	03/03/15	0.4800		16.80
T J X COS INC	Qualified Dividend	150.0000	03/05/15	0.1750		26.25
BOEING CO	Qualified Dividend	40.0000	03/06/15	0.9100		36.40
INVESCO LTD F	Qualified Dividend	125.0000	03/06/15	0.2500		31.25
MICROCHIP TECHNOLOGY INC	Qualified Dividend	125.0000	03/09/15	0.3570		44.63
CHEVRON CORPORATION	Qualified Dividend	50.0000	03/10/15	1.0700		53.50
UNITED TECHNOLOGIES CORP	Qualified Dividend	75.0000	03/10/15	0.6400		48.00
3M COMPANY	Qualified Dividend	50.0000	03/12/15	1.0250		51.25
VISA INC CL A	Stock Split±	35.0000	03/18/15	3.0000	105.0000	
SCHLUMBERGER LTD F	Cash Dividend	50.0000	04/10/15	0.5000		25.00

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Pending Corporate Actions (continued)

	Transaction	Quantity	Payable Date	Rate per Share	Share Distribution	Cash Distribution
GENERAL ELECTRIC COMPANY	Qualified Dividend	225.0000	04/27/15	0.2300		51.75
Total Pending Corporate Actions						760.05

Pending transactions are not included in account value.

Endnotes For Your Account

Symbol	Endnote Legend
*	You authorize Schwab to debit your account to pay investment management fees per the authorization you granted in your Account Application. Schwab does not review or monitor these fee payments. Contact your Investment Manager if you have questions.
±	Rate per share for stock splits reflects the additional shares to be posted to your account, not the stock split rate.
d	Accrued Income is the sum of the total accrued interest and/or accrued dividends on positions held in your brokerage account, but the income and/or dividends have not been received into your account and Schwab makes no representation that they will. Accrued amounts are not covered by SIPC account protection until actually received and held in the account.
f	7-day yield: Annualized fund yield based on the average daily yield for the previous 7 days, assuming dividends are paid in cash and not reinvested.

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.
For illustrative purposes only. Not a recommendation, offer to sell or a solicitation of an offer to buy any security.