CHANDLER arizona

City Clerk Document No. ______________________

City Council Meeting Date: February 22, 2024

CITY OF CHANDLER SERVICES AGREEMENT
DEFERRED COMPENSATION 457 PLAN AND POST EMPLOYMENT HEALTH PLAN ADMINISTRATION, INVESTMENT AND TRUST SERVICES
CITY OF CHANDLER AGREEMENT NO. HR3-953-4609

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Nationwide Retirement Solutions, Inc., a Delaware privately held mutual corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made ______________________________, 2024 (Effective Date).

RECITALS

A. City proposes to enter an agreement for Deferred Compensation 457(b) Plan and Post Employment Health Plan recordkeeping, administrative, investment, and trust services as more fully described in Exhibits A and B, and the Nationwide proposal, Exhibit E, which are attached to and made a part of this Agreement by this reference. This Agreement may be expanded by mutual consent of the parties at a later date to include recordkeeping services for a 401(a) Plan by revising the attached Statement of Services accordingly.

B. Contractor is ready, willing, and able to provide the services described in Exhibits A and B for the compensation and fees set forth and as described in Exhibits A and B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibits A and B, consistent with the representations and terms in the Nationwide Proposal, Exhibit E, to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibits A and B for the term of this Agreement.

The term of the Agreement is three years, and begins on January 1, 2024, and ends on December 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to two additional terms of three years each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

Not less than 30 days before the expiration or termination of the Agreement, the Parties shall enter an End of Services Agreement to promote the orderly conclusion and transition of services provided under the Agreement. Such Agreement shall identify the Parties' respective surviving rights and obligations including but not limited to: (i) the surviving contract clauses, (ii) record retention requirements, (iii) payment and credit obligations, (iv) tax reporting obligations, (v) data security and confidentiality obligations, (vi) access to data; (vii) transition obligations; and (vii) termination obligations.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit A (Deferred Compensation 457(b) Plan) and Exhibit B (Post-Employment Health Plan) for performance of the services will be deducted from the participant plan assets on a quarterly basis. The Contractor will provide quarterly statements of fees deducted to the City's designated representative.

4.2 <u>Applicable Taxes</u>. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 <u>Tax Indemnification</u>. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records no more than once in a twelve consecutive month period to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that either the Contractor or the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the Contractor or the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

Notwithstanding the above, if Nationwide determines that an amendment to the Agreement is necessary that affects more than one plan sponsor and this change is communicated in writing to all affected plan sponsors, Nationwide reserves the right to implement the amendment on a prospective basis for any plan whose plan sponsor who fails to respond to the request for written approval of the amendment in 45 days. Plan Sponsor hereby approves all such amendments unless a proper and timely response is made to Nationwide regarding any Agreement modification communicated to Plan Sponsor.

5.3 <u>Termination for Convenience</u>. Either the City or Contractor may terminate the Agreement for any reason upon providing 120 days written notice to the other party. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. Provision of such written notice of termination by the City to Contractor does not relieve the City of any termination requirements that may be associated with specific investment options. The City further acknowledges and agrees that the City is responsible for any investment product liquidation fees, if applicable, and that neither the Contractor nor any of its affiliates assumes liability for any such fees. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 <u>Termination for Cause</u>. Either the City or the Contractor may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement. In the event either party fails to perform any or all of its obligations as defined in the Agreement, 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 days from the date in which notice of default is given, the non-defaulting party may terminate the Agreement upon 60 days written notice to the defaulting party. In addition to the 60 days written notice period, the parties agree to allow for an agreed upon transition period of up to 60 additional days to assure a smooth transition to a successor service provider; (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property

(e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification.

a. The Contractor must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal or state statute or regulation or court decree. Contractor’s liability as set forth in Section 5.5(a) shall not apply to the extend such Claims arise out of the negligent or willful acts or omissions of the City or its officers, officials, agents and employees. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against the City for losses arising from or related to this Agreement, unless such losses arise out of or are related to their own negligent or willful acts or omissions of the City, its officers, officials, agents and employees. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

b. To the extent not prohibited by state law, the City must indemnify, defend, save and hold harmless the Contractor and its officers, officials, agents and employees from any and all Claims caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the City or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the City to conform to any federal or state statute or regulation or court decree. The City’s liability as set forth in Section 5.5(b) shall not apply to the extent such Claims arise out of the own negligent or willful acts or omissions of the Contractor or its officers, officials, agents and employees. The City is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the City agrees to waive all rights of subrogation against the Contractor for losses arising from or related to this Agreement, unless such losses arise out of or are related to the own negligent or willful acts or omissions of the Contractor, its officers, officials, agents and employees. The obligations of the City under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Christina Pryor	Name: Catherine Moore
Title: Procurement and Supply Senior Manager	Title: Associate Vice President
Address: 175 S. Arizona Avenue, 3rd Floor Chandler, AZ 85225	Address: 10 West Nationwide Blvd. Columbus, OH 43215
Phone: 480-782-2403	Phone: 614-435-6998
Email: christina.pryor@chandleraz.gov	Email: moorek3@nationwide.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Reserved

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person other than its authorized sales staff has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third-party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 <u>Data Confidentiality and Data Security</u>. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 <u>Personal Identifying Information-Data Security</u>. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A –	Administrative Services Agreement Statement of Work for the Governmental 457(b) Deferred Compensation Plan of Chandler Arizona
Exhibit B -	Administrative Services Agreement Statement of Work for the Post Employment Health Plan (PEHP) of the City of Chandler, AZ
Exhibit C -	Fee Schedule
Exhibit D -	Insurance Requirements
Exhibit E –	Nationwide Proposal

In the event of a conflict in the terms and conditions or a legal ambiguity arises among this Agreement and the attached exhibits, the documents in the following order prevail and control:

1. Services Agreement	
2. Exhibit A – Administrative Services Agreement Statement of Work for the Governmental 457(b) Deferred Compensation Plan of the City of Chandler, AZ	Exhibit B - Administrative Services Agreement Statement of Work for the Post Employment Health Plan (PEHP) of the City of Chandler, AZ
3. Exhibit C – Fee Schedule	
4. Exhibit D – Insurance Requirements	
5. Exhibit E – Nationwide Proposal	

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: ______________________________

Its: Mayor

FOR THE CONTRACTOR

By: Douglas Baer

Its: AVP - Client Services, Nationwide

APPROVED AS TO FORM:

By: ______________________________

City Attorney JMB

ATTEST:

By: ______________________________

City Clerk

EXHIBIT A
ADMINISTRATIVE SERVICES AGREEMENT STATEMENT OF WORK
FOR THE GOVERNMENTAL 457(b) DEFERRED COMPENSATION PLAN OF
THE CITY OF CHANDLER, ARIZONA

The following sets forth performance terms under this Services Agreement No. HR-953-4609 (the "Agreement") between Nationwide Retirement Solutions, Inc., ("Nationwide") and the City of Chandler, Arizona (the "Plan Sponsor") applicable to Nationwide's role as recordkeeper and administrative, investment, and trust services provider for the City of Chandler 457(b) Deferred Compensation Plan (the "Plan").

- For purposes of the Plan, the following statements apply: Plan Sponsor, pursuant to and in compliance with the Internal Revenue Code of 1986, as amended ("Code"), established and sponsors the City of Chandler 457 Deferred Compensation Plan ("Plan"), a Section 457(b) Plan;
- Plan Sponsor desires to have Nationwide perform the non-discretionary recordkeeping, administrative, investment, and trust services described in this Agreement for the Plan ("Administrative Services"); and
- Nationwide desires to provide such Administrative Services subject to the terms and conditions set forth in this Agreement.

1. TERMS/DESIGNATION

a. Plan Sponsor designates Nationwide as a non-fiduciary, non-discretionary provider of Administrative Services for the Plan in accordance with the terms of this Agreement.
b. Plan Sponsor represents that the selection and designation of Nationwide complies with any procurement statutes applicable to Plan Sponsor.
c. Any duties or services not specifically described herein or delegated in the Plan's documents as being provided by Nationwide are the responsibility of Plan Sponsor.
d. Services in addition to those in this Agreement or delegated in the Plan's documents may be added by mutual agreement of Nationwide and Plan Sponsor.

2. ELIGIBLE EMPLOYER

Plan Sponsor has determined that it is an "eligible employer" and meets the requirements of Code Section 457(e)(1)(A).

3. GENERAL

a. Plan Sponsor adopts Nationwide's established policies and procedures with respect to the administration of 457(b) Plan on its administrative system. Nationwide and Plan Sponsor shall mutually agree to any procedures which require customization, *e.g.*, loan procedures.
b. Nationwide will provide the Plan Sponsor with an Adoption Agreement and Plan and Trust Documents which have been designed to comply with the requirements of Section 457(b) of the Code. The Adoption Agreement and Plan and Trust Documents will be prepared by Nationwide at the direction of the Plan Sponsor and with the understanding that it will be reviewed by the Plan Sponsor and the Plan Sponsor's tax and legal advisors prior to execution.
c. Nationwide will prepare and provide draft Plan Document amendments for review and approval by the Plan Sponsor at such times as Nationwide may determine. Such Plan

amendments may include changes required to keep the Plan Document in compliance with the Code as the result of changes in federal law that affect the Plan. The Plan Sponsor will remain responsible for the accuracy and timely adoption of any Plan amendments

d. Plan Sponsor acknowledges and agrees that Nationwide is not responsible for monitoring deferrals to other Section 457, 403(b), 401(a), and/or 414(h) plans, or any defined benefit plans referenced by the Code.

e. Plan Sponsor acknowledges and agrees that Nationwide is not responsible for monitoring inter-plan coordination between the Plan administered by Nationwide and any other plan which Plan Sponsor may have.

f. This Agreement does not require, nor will this Agreement be construed as requiring, Nationwide to exercise any discretionary control or authority over the Plan or the assets of the Plan.

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

4. PLAN SPONSOR RESPONSIBILITIES

a. Plan Sponsor is responsible for timely providing all information that Plan Sponsor and Nationwide mutually agree is necessary for Nationwide to perform the Administrative Services under this Agreement.

b. Plan Sponsor is responsible for timely providing updated information regarding Plan participants.

c. Plan Sponsor is responsible for ensuring that the provided information is accurate and complete. Nationwide is entitled to rely exclusively on the information provided by the Plan Sponsor or the Plan Sponsor's advisors, whether oral or in writing, and will have no responsibility to independently verify the accuracy of that information.

d. Plan Sponsor acknowledges that inaccurate or late information could result in tax penalties, participant/beneficiary legal claims, or both.

e. Plan Sponsor is responsible for monitoring maximum deferral limits for the Plan. Nationwide will assist and provide necessary information to support this function.

f. The Plan Sponsor will not be responsible for any delays, errors, or losses caused by the replacement, modification, or update of Nationwide's information systems and software. Nationwide shall promptly address any system deficiencies and correct any related errors and shall be solely liable for any losses arising from any disruption in services, performance failures, and errors related to changes to Nationwide's information systems or software.

5. SERVICES RELATED TO PARTICIPANT ENROLLMENT

a. Plan Sponsor is responsible for determining employees eligible to participate in the Plan.

b. Nationwide agrees to process the enrollment of employees eligible to participate in the Plan.

c. Nationwide agrees to conduct enrollment meetings with Plan Sponsor's employees in such number and manner as determined by the parties.

d. The Plan Sponsor agrees to allow and facilitate the periodic distribution of materials to Participants at the time and in the manner determined by the Plan Sponsor; provided, however, that all reasonable expenses associated with such distribution will be paid by Nationwide.

6. SERVICES WITH RESPECT TO PARTICIPANT PLAN ACCOUNTS AND ACCOUNT ACCESS

a. Nationwide agrees to establish an account for each enrolled participant, beneficiary, and alternate payee of the Plan (for purposes of this Agreement only, hereinafter referred to as "Participants").

b. For each Participant account, at a minimum, Nationwide will maintain the following information, if provided:

   i. Name;
   ii. Social Security number;
   iii. Mailing address;
   iv. Date of birth;
   v. Current investment allocation direction;
   vi. Contributions allocated and invested;
   vii. Investment transfers;
   viii. Benefit payments;
   ix. Current account balance;
   x. Transaction history since funding under the Agreement;
   xi. Contributions since funding under the Agreement;
   xii. E-mail address;
   xiii. Beneficiary designation;
   xiv. Benefit tax withholding information; and
   xv. Such other information as agreed upon by the Plan Sponsor and Nationwide.

c. Participants will have the unlimited ability to increase (within the limitations of Code Section 457(b)) or decrease contributions to the 457(b) Plan. Nationwide will process all requests to increase or decrease contribution amounts made online or over the telephone within 24 hours. Nationwide will process all requests to increase or decrease contribution amounts made through a paper form within five Business Days (The term "Business Day" means each Monday through Friday during the hours the New York Stock Exchange is open for business. No transactions can be completed on any Business Day after such time as the New York Stock Exchange closes.) of receipt of the request, but the request cannot be effective until the earliest date permissible under the Code or, if later, the date the contribution change can be processed by the Plan Sponsor given Plan Sponsor's payroll processing schedule.

d. Participants will have the ability to exchange existing account balances, in full or in part, and to redirect future contributions from one available investment option to another on any Business Day subject to Nationwide policies and any applicable restrictions or penalties applied by the investment options.

e. Nationwide will provide reports to the Plan Sponsor within thirty days following the end of each calendar quarter reporting period summarizing the following:

   i. All Participant activity that transpired during the reporting period;
   ii. Total contributions allocated to each investment or insurance option under the Plan; and
   iii. Total withdrawals by Participant. This report shall include the amount, type and date of withdrawal.

f. Nationwide will maintain the records necessary to produce any required reports for the later of Nationwide or the Plan Sponsor's records retention requirements. Plan Sponsor agrees that all related paper and electronic records remains the property of Nationwide.

7. SERVICES RELATED TO PLAN CONTRIBUTIONS

a. Plan Sponsor agrees to send all Plan contribution information and related funds to Nationwide on a timely basis that complies with all applicable legal requirements.

b. Plan Sponsor will provide all contribution allocation information with respect to Participant accounts to Nationwide in a mutually agreed upon format. Contribution allocation instructions include direction via electronic sources.

c. Nationwide will assist and provide necessary information to support all maximum deferral limit testing for this Plan by the Plan Sponsor.

d. Nationwide will allocate contribution amounts transmitted by Plan Sponsor to Participant accounts in accordance with the latest instructions from Participants or the Plan Sponsor (as applicable) on file with Nationwide, when such instructions are in good order.

e. Nationwide agrees to post funds received in good order (as defined below) from Plan Sponsor in accordance with the separate funding arrangements between Plan Sponsor and Nationwide or any of its affiliates.

f. Plan Sponsor may send funds 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.

g. The term "in good order" means the receipt of required information by Nationwide, in a form deemed reasonably acceptable to Nationwide, with respect to the processing of a request or the completion of a task by Nationwide that reasonably requires information from a third party. More specifically, Plan contributions and contribution allocation information must meet all of the following requirements in order to be deemed to be in good order:

   i. All records must include the correct and complete Participant name, Social Security number (or other unique identifier), and the amount to be credited to the participant's account(s);

   ii. The source of funds must be identified (e.g., 457(b) salary reduction, employer contribution);

   iii. The Plan name and Plan number must be clearly identified;

   iv. Both the Participant allocation detail and the total contribution amount must be received, and these two totals must match each other; and

   v. All Participants making or receiving a contribution must have an account established on the recordkeeping system.

h. If Nationwide determines that the contribution or allocation detail is not in good order ("NIGO"), Nationwide will notify the Plan Sponsor. After such notification, the parties will continue to try to resolve the NIGO status. If the parties do not achieve resolution, Nationwide will return the funds to the Plan Sponsor within thirty Business Days. Nationwide will not be liable for any delay in posting if the Plan Sponsor fails to send the funds representing contribution amounts or contribution allocation information in accordance with Nationwide's instructions to the central processing site designated by Nationwide, or for any delay in posting that results from the receipt of funds and/or contribution allocation that Nationwide determines to be NIGO.

8. SERVICES WITH RESPECT TO DISTRIBUTIONS

a. Nationwide shall make all distributions in accordance with the Plan documents.
b. Except as provided in subsection d, below, Nationwide shall make all distributions as directed by a Participant or the Plan Sponsor. Participants are responsible for selecting a form of payment from those available under the terms of the Plan and making all other elections regarding available distribution options.
c. All distributions will be made pro-rata from each of the Participant's investment options and money sources unless directed otherwise by the participant.
d. Nationwide will provide notice and a distribution form to each Participant attaining age 72 (or such other age as determined by current law) or older in the current calendar year. The notice will inform the Participant that required minimum distributions ("RMD") must begin no later than the April 1 of the calendar year following the later of attainment of age 72 (or such other age as determined by current law) or retirement (subject to the terms of the Plan). Nationwide will automatically distribute the RMD to the Participant if no direction is received from the Participant.

9. TAX REPORTING

a. For each Participant that has received a benefit payment, Nationwide shall furnish tax reporting forms. The forms will be provided in the manner and time prescribed by federal and state law.
b. 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.
c. Plan Sponsor will be responsible for all tax reporting requirements for periods before the Effective Date of this Agreement, or after the termination date of this Agreement, unless otherwise agreed to in writing by the parties to this Agreement.

10. UNCLAIMED PROPERTY

Nationwide shall administer Participant and beneficiary unclaimed property funds, including but not limited to uncashed distribution checks and death claims, in accordance with Nationwide's standard unclaimed property procedures and state law.

11. SERVICES RELATED TO PARTICIPANT COMMUNICATION AND EDUCATION

a. Communication and Education

i. Participant Statements

1. Participants will receive consolidated quarterly statements detailing their account activity and account balances for the Plan.
2. Nationwide agrees to deliver account statements (by U.S. mail or electronically) to Participants within thirty calendar days after the end of each calendar quarter. This timeframe is contingent upon Nationwide receiving fund returns from the mutual fund providers within four Business Days after the end of each quarter.

b. Website

i. Participants may access the website via a secured internet site at www.nrsforu.com to review and make changes to their accounts. The website complies with applicable data protection and privacy laws. The website is the exclusive property of Nationwide.

ii. Using this site, Participants may: (i) obtain information regarding their accounts, and (ii) conduct certain routine transactions with respect to their accounts. The Plan Sponsor authorizes Nationwide to honor instructions regarding such transactions that a Participant submits using the secure Internet site. Nationwide shall implement reasonable physical and technical safeguards to protect personal information made available on its Internet site. Such safeguards shall be no less rigorous than generally accepted industry practices.

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

iv. The Participant website experience will include access to an education library offering investment education. Content is delivered via multiple formats which can include short videos, print materials, and workshop modules.

c. Interactive Voice Response System

i. Nationwide will provide an interactive voice response (IVR) toll free telephone number, which shall be operative twenty-four hours per day, seven days per week, except for routine maintenance of the system.

ii. Participants will be able to conduct routine Plan transactions and obtain account balance information through the IVR.

iii. The Plan Sponsor authorizes Nationwide to honor Participant instructions, which may be submitted using the toll-free number, either through the IVR or a live representative.

d. Customer Service

Nationwide's customer service representatives will be available toll-free to answer Participant questions and process applicable transactions between the hours of 8:00 a.m. and 11:00 p.m. Eastern Time each Monday through Friday, and between the hours of 9:00 a.m. and 6:00 p.m. Eastern Time each Saturday, except for certain holidays as dictated by the New York Stock Exchange holiday trading schedule.

Nationwide's customer service representatives will be available at the Nationwide local office 3300 N. Central Ave., Suite 600, Phoenix, AZ 85012, by appointment and for walk-in services Monday through Friday, 8:00 AM to 5:00 PM local Arizona time, excluding holidays.

12. SERVICES RELATED TO INVESTMENT OPTIONS

a. Plan Sponsor acknowledges that it has exercised its fiduciary duties in selecting the Plan's funding vehicles and the applicable investment line-up under such funding vehicles.

b. Plan Sponsor agrees to accept the terms and conditions of the annuity contracts, mutual funds, any other investment products, and investment advice agreements after being provided with a copy of same.

c. With respect to funding vehicles that engage an independent investment advisor to establish and maintain the investment line-up, Plan Sponsor agrees that failure to follow the independent investment advisor's recommendation in accordance with the terms of its agreement with the independent investment advisor will cause Plan Sponsor to become the investment fiduciary for the Plan.

d. Nationwide agrees to accept contributions to the Plan for investment in the investment options selected by the Plan Sponsor, a product's independent investment advisor, or other responsible Plan fiduciary in its sole discretion and agreed to by Nationwide.

13. COMPENSATION

a. As compensation for the performance of the Administrative Services provided by Nationwide pursuant to this Agreement, the Plan Sponsor and Nationwide agree that Nationwide shall be entitled to receive an annualized compensation requirement of $28.00 per Participant account ("Compensation Requirement") to be assessed on a quarterly basis. Nationwide's Compensation Requirement shall be paid from Plan assets, specifically, each eligible Participant account will be assessed a charge of $7.00 of the last day of each quarter. For this purpose, a Participant account is eligible to be assessed if the Participant account has an account balance on the first day of each calendar quarter (i.e January 1st, April 1st, July 1st and October 1st) that is equal to or greater than $7.00. In addition to the foregoing, the parties acknowledge and agree that Nationwide may receive revenue associated with annuity contracts, revenue from mutual fund providers, as well as fees associated with specific services or products.

b. The Plan Sponsor directs Nationwide to assess and collect an additional flat fee of $29,500 per year, to be taken in four quarterly installments of $7,375 and collected pro-rata from all participants with a balance in the plan. Participant balances are to include balances held in the Self Directed Brokerage Account, Fixed Account but exclude participant loan balances. This additional fee will be calculated and collected from participant accounts according to Nationwide's standard business practices. This additional fee will be in addition to Nationwide's Compensation Requirement described in Section 13.a. above.

c. The Plan Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts ("Investment Option Payments"). The Investment Option Payments include mutual fund service fee payments as described in detail at www.nrsforu.com, and other payments received from investment option providers. The Plan Sponsor directs Nationwide to credit all Investment Option Payments to participant accounts on a quarterly basis. The Investment Option 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 generated the Investment Option Payments.

d. Plan Sponsor directs Nationwide to establish and maintain a separate account (the "Plan Expense Account") to which the fee of $29,500 per year referred to in Section 13.b. The Plan Expense Account will be funded on a quarterly basis. 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 the Plan Sponsor or to a Plan service provider.

   i. 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 solely 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.

ii. The Plan Sponsor will maintain the cumulative balance held in the Plan Expense Account at a reasonable level given the size of the Plan and the Plan's total annual expenses. Should the cumulative balance of the Plan Expense Account exceed a reasonable level, Plan Sponsor will direct Nationwide to allocate any excess accumulation to participant accounts on a pro-rata basis based on their total account balance.

iii. Notwithstanding Section 13.d.ii above, 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 on a pro-rata basis based on their total account balance on an annual basis to be mutually determined and agreed to by the parties.

iv. All interest accrued in the Plan Expense Account accrues to the benefit of the Plan and Plan Sponsor.

e. The Plan Sponsor acknowledges that it has received all information about compensation paid to Nationwide as the Plan Sponsor has reasonably requested and has determined that the total amount of compensation paid to Nationwide as described in this Section 13 is reasonable and appropriate for the services provided.

f. To the extent offered under the Plan, in addition to the above described fees, Nationwide shall also receive fees with respect to a Participant's use of Participant loan administration, the Self-Directed Brokerage Account ("SDBA"), and Nationwide's managed account service ("ProAccount") as follows:

i. Loans – If requested by the Plan Sponsor and permitted under the terms of the Plan, Nationwide will assist the Plan Sponsor in processing Participant loan requests pursuant to Participant loan administrative procedures approved by the Plan Sponsor and Nationwide. All Participant loan fees are governed by Nationwide's Plan Loan Procedures document, a copy of which has been provided to the Plan Sponsor.

ii. Self-Directed Brokerage Account – The Plan offers an SDBA investment option for qualifying participants in the Plan. Initial and annual administrative fees may be charged as outlined in the separate fee agreement for the SDBA that will be provided to each Participant by Nationwide.

iii. Managed account services (Nationwide ProAccount) – Managed account services are offered by Nationwide Investment Advisors ("NIA"), an affiliate of Nationwide, and the Plan Sponsor must execute a separate agreement with NIA if the Plan Sponsor wants to add ProAccount to the Plan. Only participants who choose to utilize Nationwide's ProAccount managed account service are assessed fees. Such fees as shown in the table in Exhibit C are authorized in a separate ProAccount agreement between the participant and NIA and are assessed pursuant to the terms and conditions of such agreement.

Fees related to participant loans, the SDBA and Nationwide ProAccount are in addition to the fees in Sections 13.a., b., and d.

g. 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.

14. FRAUD

a. Nationwide will investigate suspected fraud in accordance with its standard procedures.
b. Nationwide will report any fraud that is confirmed after performing its investigation to Plan Sponsor's representative.
c. Nationwide will work with Plan Sponsor to determine the appropriate action to mitigate or rectify any discovered fraud.
d. If Nationwide suspects fraud with respect to an ACH transfer, Plan Sponsor agrees that Nationwide may issue a physical check to the Participant instead.

15. CONFIDENTIALITY

a. Nationwide agrees to maintain all information obtained from or related to all Plan Participants as confidential.
b. Plan Sponsor authorizes Nationwide to disclose Plan and employee information to its agents, affiliates, vendors, brokers, registered representatives, and professional advisors (such as attorneys, accountants and actuaries) to enable or assist them in the performance of their duties hereunder and other plan-related activities.
c. Plan Sponsor agrees to allow the periodic distribution to its employees of materials prepared by Nationwide regarding products and services offered by Nationwide, or its affiliates, which Nationwide reasonably believes would be beneficial to such Plan Participants. Plan Sponsor will have the right to review approve materials prior to distribution.
d. Except as provided for in Section 15(b), Plan Sponsor agrees that Plan and Participant information may also be used or disclosed by Nationwide to other third parties pursuant to a written authorization signed by Plan Sponsor.
e. 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 or in response to appropriate regulatory inquiries, investigations, industry sweeps, examinations, or validly legal subpoenas issued by our courts of competent jurisdiction, that may arise in connection with the 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 and regulations thereunder.

16. AUTHORIZED PERSONS

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 Plan, and written direction regarding the form of such instructions.

17. HEADINGS

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

EXHIBIT B
ADMINISTRATIVE SERVICES AGREEMENT STATEMENT OF WORK FOR THE POST EMPLOYMENT HEALTH PLAN (PEHP) FOR THE CITY OF CHANDLER, ARIZONA

The following sets forth the performance terms applicable to Services Agreement No. HR3-953-4609 (the "Agreement") between the City of Chandler, Arizona (the "Employer"), and Nationwide Retirement Solutions, Inc. ("NRS") governing NRS's role as the administrator (the "Administrator") of the Post Employment Health Plan ("PEHP") for the City of Chandler, Arizona Post Employment Health Plan (the "Plan)") (collectively referred to as "Party" or "Parties")

For purposes of the PEHP, the following statements apply:

- The Employer is a State or a political subdivision thereof, or an agency or instrumentality of any of the foregoing; and
- The Plan provides post-retirement reimbursement of Qualifying Medical Care Expenses and Health Care Insurance Premiums (as defined in the Plan) for the benefit of eligible government employees who become participants in the Plan, and their dependents; and
- Pursuant to this Agreement, the Employer agrees to make contributions pursuant to and in compliance with the Plan and this Agreement and subject to the Internal Revenue Code of 1986, as amended ("Code"), and its accompanying regulations for work performed by its eligible employees ("Contributions"); and
- The Contributions will be held in trust by the Trustee, or its successor, designated under the Trust for the City of Chandler (the "Trust") for the exclusive benefit of eligible employees and officials, Plan participants, and their dependents; and
- The Employer adopts the Plan by entering into this Agreement ("Agreement") with the Administrator; and
- The Administrator accepts the Employer as an Employer under the Plan upon the terms and conditions set forth in the Plan, the Trust, and this Agreement.

TERMS

1. The Employer agrees to be bound by all actions taken by the Administrator and the Trustee pursuant to the powers granted them by the Plan and Trust Agreement. The Employer further acknowledges that under the terms of the Plan, the Administrator's resolution regarding questions relating to administration of the Plan is final and binding upon the Employer, eligible employees and participants.

2. The Administrator agrees to carry out the responsibilities of the Administrator as set forth in the Plan, the Trust, and this Agreement.

3. The Administrator will provide the necessary recordkeeping, administrative, trust, and investment services required for the Employer's PEHP Plan consistent with terms of the Plan and Trust Agreement and as set forth in the representations and terms of its Proposal (Exhibit E).

4. The Administrator will work with the Employer to prepare appropriate Plan documents and other related documents to reflect the specific requirements of the Employer's Plan and meet the requirements of applicable laws. The documents will be prepared by the Administrator with the understanding that they will be reviewed by the Employer and the Employer's tax and legal advisors prior to execution.

5. The Administrator will prepare and provide draft Plan Document amendments for review and approval by the Employer to reflect the Employer's changes to the Plan and any changes required to keep the Plan Document in compliance with the Code as the result of changes in federal law that affect the Plan. The Employer will remain responsible for the accuracy and timely adoption of any Plan amendments.

6. The Administrator or Trustee is authorized to enforce any rights which are provided as a matter of law in favor of the Plan, its eligible employees and participants and their dependents or the Trustee. This provision notwithstanding, if, in the opinion of the Administrator, the terms of the Employer's Plan conflict or come to conflict with the Code and accompanying regulations, the Administrator may refuse Contributions until such time as the conflict is cured. If an Employer desires to change the terms of its Plan, such change must be submitted to the Administrator for acceptance prior to its becoming effective and binding on the Administrator. Such acceptance shall not be unreasonably withheld.

7. The Agreement shall apply to only those employees and participants that the Employer has determined are eligible and for whom the Employer agrees to make Contributions to the Plan. The Employer agrees that in determining who is eligible to receive Contributions under the Plan, the Employer will comply with Code section 105(h) and will not discriminate in favor of highly compensated individuals. The Employer acknowledges that the Administrator has no responsibility to determine which employees or participants of the Employer are eligible to receive contributions under the Plan or to enforce the Employer's compliance with Code section 105(h).

8. This Agreement is contingent upon the attainment, or retention, of the tax-exempt status of the Trust under Code section 501(c)(9).

9. This Agreement is further contingent upon the Plan not violating any provisions of the Internal Revenue Code and its regulations or any ruling or guidance published by the Internal Revenue Service ("IRS") applicable to the Plan, including the terms of any IRS ruling issued to the Plan or other applicable law. The Employer acknowledges that failure to comply with the terms of the Plan and Trust may subject it and its employees to adverse tax consequences.

10. In order to provide for the payment of benefits under the Plan, the Employer hereby agrees to make Contributions to the Trust, as it specifies in the attached Employer Data Sheet. The Employer may change its Contributions from time to time, consistent with the objectives of the Plan and applicable law by a mutually agreeable method between the Employer and the Administrator (which method could include updating the PEHP Employer Data Sheet).

With each Contribution to the Plan, the Employer will provide the Administrator with a Contribution Summary Sheet (or similar report) which lists the full name of each employee or participant for whom contributions are made, his or her Social Security number, the amounts to be allocated on behalf of each such employee or participant and whether the contributions should be credited to the 105 or 106 sub-accounts as defined in the Plan document. The Administrator or its designee shall record the Contribution and reconcile the Employer's Contribution Summary Sheet or other report.

The Administrator may reject Contributions that do not comply with the requirements of the Plan, the Trust and the Code. If the Administrator rejects any Contributions, the Contributions and the Contribution Summary Sheet will be returned to the Employer for resolution. The Administrator shall instruct the Trustee to transfer the Contributions in good order from the lockbox to the Trust investment account upon completion of such recording and reconciliation. Contributions shall not accrue income or share in investment gains or losses while they are in the lockbox prior to the transfer to the Trust investment account or while the Administrator seeks resolution of Contributions not received in good order. The Employer understands that failure to make Contribution in a timely manner may result in sanctions permitted by law, as well as the termination of the Plan, as provided in rules established in the Agreement.

11. The Employer hereby appoints, and approves of, NRS to provide claims payment services and to act as the Administrator for the Plan. The Employer further agrees that the Administrator's compensation for its services shall be outlined in Attachment A "Compensation and Funding Vehicle for PEHP" of this Agreement. Attachment A may be amended at any time by mutual agreement of the Parties.

12. The Administrator shall be responsible for meeting any reporting and notice requirements applicable to the Plan under the Affordable Care Act (IRC 6055) with respect to the retirees and other individuals covered by the Plan, an HRA, including the preparation and distribution of Forms 1094 and 1095.

13. The Employer and NRS hereby acknowledge and agree to the funding vehicle for the Trust as outlined in Attachment A "Compensation and Funding Vehicle for PEHP" of this Exhibit B.

14. The Employer hereby acknowledges it has received the "Disclosure and Acknowledgement Form" (the "Form") which is incorporated into the Agreement, and further agrees to be bound by the Form.

ATTACHMENT A: COMPENSATION AND FUNDING VEHICLE FOR PEHP

a. As compensation for the performance of the Administrative Services provided by Nationwide pursuant to this Agreement, the Plan Sponsor and Nationwide agree that Nationwide shall be entitled to receive an annualized compensation requirement of $25.00 per Participant account ("Compensation Requirement") to be assessed on a quarterly basis. Nationwide's Compensation Requirement shall be paid from Plan assets, specifically, each eligible Participant account will be assessed a charge of $6.25 of the last day of each quarter. For this purpose, a Participant account is eligible to be assessed if the Participant account has an account balance on the first day of each calendar quarter (i.e. January 1st, April 1st, July 1st and October 1st) that is equal to or greater than $6.25. In addition to the foregoing, the parties acknowledge and agree that Nationwide may receive revenue associated with annuity contracts, revenue from mutual fund providers, as well as fees associated with specific services or products.

b. The Plan Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts ("Investment Option Payments"). The Investment Option Payments include mutual fund service fee payments as described in detail at [www.nrsforu.com], and other payments received from investment option providers. The Plan Sponsor directs Nationwide to credit all Investment Option Payments to participant accounts on a quarterly basis. The Investment Option 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 generated the Investment Option Payments.

c. The Plan Sponsor acknowledges that it has received all information about compensation paid to Nationwide as the Plan Sponsor has reasonably requested and has determined that the total amount of compensation paid to Nationwide as described in this Section a above is reasonable and appropriate for the services provided.

EXHIBIT C
FEE SCHEDULE

	Plan Type	Open Architecture	Using Proprietary Stable Value
Per-Participant	475/401(a)	$76	$28
Per-Participant	PEHP	$25	$25
Fee assumptions based on 24 days of on-site services.	The Proprietary option assumes the Nationwide True Flex with an initial crediting rate of 2.75% and that existing Plus Fund assets will map to the product no later than February 2024. All options assume Nationwide ProAccount will be available to participants as an optional service and existing managed accounts will map accordingly. The Nationwide Custom PEHP product is available for existing RHS plans. The initial crediting rate is 2.75% and assumes that existing Plus Fund assets will map to the product no later than February 2024.		

Other Fees and Expenses	
Adding a New Fund to the Investment Platform	$0
Each Additional On-Site Participant Education Day	$0
Custom Client Branded Communication and Education Materials	Customization of select electronic and print administrative forms with Plan-specific content including Plan name, logo, and City investment line up information
CERTIFIED FINANCIAL PLANNER™ Services	$0
Unitized Custom Model Portfolios	$3,000 annually for each portfolio
Non-unitized Custom Model Portfolios	$3,000 annually for each portfolio
Loan Origination	$50
Annual Loan Maintenance Fee	$50
Other Loan Fees	Default Fee (annual until repaid) - $50 Insufficient Funds Fee - $25
Hardship Approval and Processing	$0
Qualifying and Processing DROs	$0
Distribution Fees (list all)	$0
Periodic Payments (Installment) Set-Up Fees	$0
Annual Periodic Payments (Installment) Maintenance Fees	$0
In-Service 59 ½ Withdrawal Fees	$0
ACH	$0
Wire Transfer	$0

Overnight Delivery	$25	
Managed Account Fees	ProAccount Fee Schedule	
	Account Balance	Annual Fee
	First $99,999	0.50%
	Next $150,000	0.45%
	Next $150,000	0.40%
	Next $100,000	0.35%
	Assets of $500,000 and above	0.30%
Self-Directed Brokerage Fees	Initiation Fee - $50 Annual Maintenance Fee - $50 Schwab may assess additional fees based on participant trading activity within their account.	
Creation of Required Annual Notices	$0	
Mailing of Required Notices	$0	
Creation of Fund Change Notices	$0	
Mailing of Fund Change Notices	$0	
Mailing of Participant Statements	$0	
One-Time Costs Related to the Transition or Plan	Included	
Recordkeeping Contract Termination Fees	$0	
Special Project Fees	TBD per project	
1095c or other required notices	$0	
Other Fees (list)	N/A	

EXHIBIT D
INSURANCE

INSURANCE

<u>General.</u>

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

<u>Minimum Scope and Limits of Insurance</u>. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.

E. *Technology Errors and Omissions Liability including Network Security and Privacy Liability*

For Contracts under $500,000

	Minimum Limits:	
Per Loss	$	3,000,000
Aggregate	$	3,000,000

For Service Contracts over $500,001

	Minimum Limits:	
Per Loss	$	5,000,000
Aggregate	$	5,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.
If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one year following termination of Contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three years following termination of the Contract.
If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

The insurance shall provide coverage for the following risks

a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.
c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

Additional Requirements:

a. The policy shall provide a waiver of subrogation.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT E
NATIONWIDE PROPOSAL

Nationwide®

Preparing your retirement. Together.

City of Chandler, AZ

Request for Proposal
6/9/2023

6/9/2023

Christina Bryor, CPPO
Procurement and Supply Senior Manager
Purchasing Division
City of Chandler

Re: City of Chandler – RFP HR3-953-4609 – Deferred Compensation 457 Plan and Retirement Health Savings Plan Administration, Investment and Trust Services

Dear Christina Pryor,

Nationwide is pleased to submit our response to the City of Chandler's (the City) Request for Proposal for Deferred Compensation 457 Plan and Retirement Health Savings Plan Administration, Investment and Trust Services.

Nationwide's mission has never been clearer; to protect people, businesses, and futures with extraordinary care. At its core, that's our promise to help your participants prepare for and live comfortably in retirement. And when it comes to participant outcomes, we're obsessed.

Positive outcomes look different for each participant based on their unique goals and needs. But it's about helping them take their next best step over time. With Nationwide, know that your employees will get more than point-in-time suggestions from fancy digital tools; they'll also be surrounded and nurtured with one-to-one tailored education and guidance as they move through life's ups and downs helping them achieve better and more persistent outcomes. In fact, our approach has driven over $700 million in increased retirement savings over the past three years. Because, like we said, at Nationwide – we're outcome obsessed.

The key to how we deliver on our promise is how we organize around you. Here's why we **believe Nationwide will make a difference for the City of Chandler's 457 and RHS plans:**

We offer a Better Participant Experience that delivers meaningful outcomes

- **Person-to-Person Tailored Education & Guidance** – With a winning combination of a field-based Retirement Specialist and our Retirement Resource Group (RRG), we ensure that every employee gets the individual education, enrollment and financial planning support he or she needs to achieve real outcomes. We have found that a strong local presence, along with support with our virtual Retirement Resource, delivers the flexibility today's employees need resulting in greater impact. We also believe every participant, regardless of account balance, should have access to experienced professionals who maintain the Certified Financial Planner (CFP) designation at no cost. CFP services are integrated into the Retirement Resource Group so we can easily provide participants and their families with a detailed analysis of their holistic financial situation and recommendations.
- **Investment Options to Fit All Types of Goals** – Whether your employees are investing to maximize returns or want the security of guaranteed income in retirement, we have solutions to help them meet their individual goals. We will partner with you and your consultant to select and implement the investment solutions deemed necessary for your workforce.
- **Award Winning Digital Motivators, Tools & Support** – Our digital self-service tools and pro-active personalized communications are designed to help your employees get on track and stay there throughout life's twists and turns. Today's participants expect information or assistance immediately to expedite a decision or take an action. Participants will also have access to the award-winning Nationwide Solutions Center which is available with extended business hours of 6 a.m. to 9 p.m. MT, Monday through Friday, as well as Saturday from 7 a.m. to 4 p.m. MT.

We offer Administrative Simplicity, relieving your burdens and improving efficiency

- **Relationship Management Model** – Our relationship management model is designed to meet your strategic goals, objectives and needs with high-value, comprehensive services. Your Nationwide Relationship Manager will lead annual strategic planning sessions, governance meetings, and bring in expertise from resources across the company as needed to deliver on plan expectations. A single point of contact for all administrative needs and a comprehensive online plan sponsor portal provides you with the simplicity you need to run an effective plan.
- **Transition Expertise** – Nationwide has vast large-plan transition experience, and we use best practices gleaned from years of experience to make for a smooth transition to Nationwide. We have been trusted to transition more than 230 public-sector plans since 2013, which includes 54 plans from MissionSquare.
- **Performance Guarantees** – We stand by our commitment to execute a successful transition and provide timely and accurate administrative services throughout the life of the contract. As a demonstration of our commitment, Nationwide will put $10,000 at risk towards mutually agreeable transition guarantees and $10,000 annually toward mutually agreeable

performance guarantees. We look forward to discussing performance guarantees further with City.

We are a strong and stable mutual company with core values that translate to extraordinary service

- **A Mutual Company** – Founded in 1926 as a mutual company, Nationwide's businesses have a common goal: protect what matters most to our customers with extraordinary care. Because we are owned by our members and not shareholders, the quarterly earnings pressures of publicly held companies don't sway us. We take a long-term view of our investments and business decisions to ensure we provide the most benefit to our customers, and we have the strength, stability and staying power to deliver on our promises. We have more than 50 years of dedicated service working with public sector Plan Sponsors and their employees. And we are proud to have been acknowledged as Fortune 100 Company; currently ranked #83.
- **Commitment to Diversity, Equity and Inclusion** – Our commitment to diversity, equity and inclusion is who we are and how we do business. Our robust Associate Resource Groups and Business Unit Councils, with over 17,000 members, empower associates to move the business forward, give back to the community and develop professionally and personally. We are honored to be recognized for our efforts, including by Fortune (50 Best Places for Diversity) and Black Enterprise (Top Companies for African Americans).
- **A Culture of Giving Back** – Part of being a great company is also being a great community partner. We do this by giving local organizations the financial resources they need to support their communities at critical moments. At the heart of this commitment is the Nationwide Foundation, which provides financial assistance to nonprofit organizations. Through the American Red Cross, United Way of America, Nationwide Children's Hospital, and Feeding America, our employees give not only their donations but also their time.

We appreciate this opportunity to partner with the City of Chandler. We commit to going above and beyond to do the right thing at the right time so you get a better partner and your participants enjoy better outcomes. Our focus on those outcomes, delivering administrative simplicity, and the confidence our Brand provides, at a competitive price, makes choosing Nationwide the clear choice.

If you have any questions, please contact Marshall Goff, Client Acquisition Director, at (619) 504-1754 or at marshall.goff@nationwide.com.

Sincerely,

John C. Kilbane
Associate Vice President
Retirement Solutions - Finance

Cc: Marshall Goff, Client Acquisition Director
John Chavez, Consultant Relationship Manager
Jim Keeler, Executive Relationship Manager
Matt Gayman, Program Director

CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL HR3-953-4609

PROPOSER INFORMATION AND OFFER SECTION

Company Name	Nationwide Retirement Solutions, Inc.	
Business Type (Corporation, Partnership, etc.)	Privately held mutual corporation	
State of Incorporation (if applicable)	Delaware	
Federal Tax I.D. No.	73-0948330	
Address	10 West Nationwide Blvd.	
City, State, Zip	Columbus, Ohio 43215	
Authorized Signature		
Name and Title	John C. Kilbane Associate Vice President Retirement Solutions - Finance	
Contact Name	Marshall Goff	
Title	Client Acquisition Director	
Telephone	(619) 504-1754	
E-mail	marshall.goff@nationwide.com	
Chandler Transaction Privilege Tax (TPT) No. (if applicable)	N/A	Date of issue:
Is proposed purchase subject to TPT?	___yes __X__no	
Will you accept a City Procurement Card (MasterCard) for payment of invoices?	___yes __X__no	
If you accept a MasterCard for payment, do you charge a fee?	___yes __X__no	If yes, what is the fee? N/A
Will you accept automated clearinghouse (ACH) for payment of invoices?	_X_yes ____no	
Prompt Payment Terms Offered	_N/A__% Net____days	
Disclosure of Debarment or Suspension	___yes __X__no (If yes, please attach description of the circumstances)	
Exceptions Taken	_X_yes ____no (If yes, please attach a clearly identified section)	

Date Addendum #1 Acknowledged/Received	Addendum #1 issued 6/5/23 Acknowledged and received
Date Addendum #2 Acknowledged/Received	N/A

Contact Information
Provide contact information for the primary representative for this proposal

Company Name	Nationwide Retirement Solutions, Inc.
Company Address	10 W. Nationwide Blvd. Columbus, OH 43215
Contact Name	Marshall Goff, Client Acquisition Director
E-mail address	marshall.goff@nationwide.com
Mailing address	10 W. Nationwide Blvd. Columbus, OH 43215
Phone number	(619) 504-1754

A. Key Considerations, Firm Overview, and Personnel Questions

1. Explain what differentiates your firm from other recordkeepers when partnering with plans similar to The City.

Nationwide's businesses have a common goal: protect what matters most to our customers with extraordinary care. We do this by being a trusted partner in helping America's employees prepare for a more secure financial future. Nationwide is proud that our culture supports values that translate to service. We do not promote a "one size fits all" service strategy. The City has unique needs, and we have the flexibility and experience to meet and exceed your needs.

Focusing on people and providing high-touch participant services is how we differentiate Nationwide. We offer comprehensive financial planning, education, financial wellness tools, and proactive communications to help prepare your employees for retirement.

Below are a few ways we distinguish ourselves from our competitors:

- **A Culture of Outstanding Service** – When you are a mutual firm, like Nationwide, there are certain things that customers can feel in many meaningful ways. Publicly traded companies manage toward quarterly earnings and are beholden to a stock price. Being a mutual firm allows us to be customer centric as we look inward to invest in our people and customers and allows us to take a longer-term view of our investments and business decisions to ensure we provide the most benefit to our customers. With 49 years of experience, we have the strength, stability and staying power to deliver on our promises. We believe our clients and partners are our greatest strength, our largest investment, and the inspiration for everything we do.

- **Full Financial Planning** – We offer unlimited financial planning services with a licensed Personal Retirement Consultant through our Retirement Resource Group at no cost to the Plan or participant. This service is offered to all participants regardless of participation or account balance. Financial planning services are available virtually or over-the-phone with one of our licensed representatives during extended business hours of 6:30 a.m. to 6 p.m. MT, Monday through Thursday, and Friday from 6:30 a.m. to 4:30 p.m. MT. Personal Retirement Consultants provide complimentary holistic financial planning and retirement income analysis for Plan employees. They provide a detailed analysis of each participant's holistic financial situation, allowing them an opportunity to better understand their preparedness for a successful retirement. In addition, Personal Retirement Consultants can discuss in-depth the participant's options at retirement for them to make an informed decision.

- **Unlimited Virtual Retirement Resource Group** – An extension of the services offered through the local service, Nationwide's full team of internal Retirement Specialists are available virtually or via toll-free telephone lines to help participants address retirement questions and concerns over the phone with the same experience participants would receive face-to-face. The Retirement Resource Group is staffed by 40 licensed professionals who maintain the required FINRA registrations and state Life and Health licenses. The Retirement Resource Group is available during extended business hours of 6:30 a.m. to 6 p.m. MT, Monday through Thursday, and Friday from 6:30 a.m. to 4:30 p.m. MT. Internal Retirement Specialists are located at our headquarters and offer account assessments and investment education. All Internal Retirement Specialists are appropriately registered with FINRA and hold their State, Life, and Health licenses.

- **Nationwide Retirement Institute** – 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 leverage the experience and leadership the Nationwide Retirement Institute provides to help educate Plan employees about advanced retirement topics such as income planning, health care, long-term care, and social security in simple, easy to understand ways. These topics are covered in workshops and specific action plans are created by plan participants to address potential challenges they face. Retirement Insight Consultants, offered though the Nationwide Retirement Institute, conduct webinars and workshops to break down complex issues retirees face, such as health care and Social Security.

- **Proactive Communications** – Using sophisticated data and analytics and simple, yet strong messaging, each communication through the **Participant Engagement Program** is designed to engage participants and motivate them to act. The data and analytics let us know what message to send to the individual participant at the right time and the medium(s) that they prefer. By knowing the participant, the Participant Engagement Program goes beyond just point-in-time quarterly campaigns to create a truly personalized and integrated journey that flexes as decisions are made and preferences and circumstance change. Targeted communications are served through multiple mediums, including digital and social media messages, emails, webinars, direct mailings, on-site promotions, educational videos, and newsletters. We understand the ways in which the participant most often interacts, and we seek to engage with and communicate with the participant in that desired medium. This means some participants may receive messages in digital format while others might receive direct mail, for example.

- **Extended Solutions Center Hours** - Our Solutions Center offers extended hours to accommodate the diverse work schedules of the City's employees. Solutions Center Representatives are available during the extended business hours of 6 a.m. and 9 p.m. MT, Monday through Friday, and Saturday from 7 a.m. to 4 p.m. MT. Solutions Center Representatives are specifically trained to assist participants with most account questions, including but not limited to

  - All account information
  - Account maintenance
  - Assistance with enrollment paperwork
  - Distribution questions and calculations
  - Deferral amount changes and exchanges
  - Death claims
  - Beneficiary changes
  - Provide forms and packets to participants
  - Information on fund choices

- **Award Winning Digital Tools** - We are proud to say that Nationwide has one of the best mobile experiences in the industry. DALBAR Inc., the financial community's leading independent expert for evaluating and rating customer performance and product quality, has ranked our website #1 in the retirement planning industry since 2014. The website and mobile app offer access to a unique set of tools, calculators and educational resources designed to help participants prepare for and live in retirement, including:

- **My Interactive Retirement Planner** – My Interactive Retirement Planner allows participants to take an in-depth look at their retirement savings and can take as little as five 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 will have the ability to see how ready they are for retirement now, model different contributions and retirement spending scenarios, and identify how changes now may impact their retirement in the future. The tool also features an asset aggregator that allows participants to link account balances held at outside financial institutions to provide a more comprehensive retirement picture. Participants can include many financial products using this tool, including bank accounts, IRAs, and more.

- **My Investment Planner** – For those participants who want to manage their own account, Nationwide makes investment advice available through our My Investment Planner at no additional cost. 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. Nationwide Investment Advisors, LLC serves as the registered investment adviser for My Investment Planner has retained Wilshire Associates Incorporated as the Independent Financial Expert for My Investment Planner, which provides individualized investment advice using an investment process developed and maintained by Wilshire. Participants are asked to complete a six-part questionnaire (the Risk Tolerance Questionnaire) to assess their 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.

- **Health Care Estimator** – The Health Care Estimator helps participants 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.

- **Learning Center** – A dedicated learning center library on the website offers educational articles, videos, tools, and calculators for participants in each stage of their career, including retirees.

- **Webinars** – Nationwide provides participants with live webinar sessions delivered by the Zoo's local Retirement Specialist. Retirement Specialists conduct webinars using any of the education modules below and answers participant questions throughout the session. Current webinars include:

  - Avoid Emotional Investing
  - Retirement Myths and Realities
  - Investment Basics
  - Basics of Personal Finance

- **Additional Financial Tools and Calculators:**

  - Paycheck Impact Calculator
  - Future Value Calculator
  - Payout Illustrator Tool
  - College Savings Calculator
  - Peer Comparison
  - Roth Analyzer

Nationwide Protects Plan and Plan Participant Data
Privacy and security are imperative in today's information technology-driven society and Nationwide firmly believes in the value of system security to keep our information, hardware, software, facilities, and most importantly, your Plan's information secure. We have developed a highly effective partnership between our technology and business teams. Our holistic approach focuses on three key areas for detection and prevention: ***People, Process and Technology***.

People
- More than 200 Nationwide associates are dedicated to data protection. We staff a Security Command Center 24/7 to monitor potential threats as soon as they occur. 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.
- All Nationwide associates are required to attend Fraud Identification and Prevention Training
- Nationwide associates are only granted the access necessary to do their jobs. An automated tool is used to maintain least-privileged access. The tool immediately revokes access upon termination, and Managers routinely review and approve their associate's access.

- Prior to any account change or inquiry over the phone, Solutions Center Representatives are required to execute identity proofing whereby the participant will be required to correctly answer a minimum of three pieces of uniquely identifiable data elements. Solution Center Representatives are required to use both static and dynamic data elements and security questions are rotated regularly.

Process

- 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 NIST 800-53. 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. Our formal Information Security Policy is reviewed, updated as necessary, and approved at least annually by Executive Leadership & the Board of Directors.
- Our security program leverages a wide set of tools and processes that we use to monitor activity on our network systems. For example, we use 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. Further, we employ intrusion detection services and intrusion prevention services to monitor and block unusual or malicious activity on the network.
- Nationwide applies encryption methodology that conforms to the NIST approved algorithms, key lengths, and related standards as outlined on the NIST website. Data which resides on all end-points, and laptops use full disk encryption. In addition, Personally Identifiable Information (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.
- All Nationwide associate workstations, portable media devices, and removable media containing participant data are 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.
- Nationwide uses data loss prevention tools to monitor and block confidential information on endpoints. These tools report into the company's centralized log review system, where the data is assessed daily by information security professionals.
- When Nationwide's Threat Intelligence Team is alerted to a cybersecurity threat outside of Nationwide that may impact our Plan Sponsors and their employees -- such as a ransomware incident -- we expediently work with the Solutions Center management team to provide relevant information on that threat to our front-line Solutions Center Representatives to help protect Plan and participant data from inappropriate external access and future use.
- A building management system (BMS) is utilized to monitor the environment controls within the facilities, including HVAC, fire detection and suppression and power management equipment. Access and authentication mechanisms to the physical and environmental security systems are governed through Active Directory.
- We leverage a defined response process where all suspected fraud is investigated, documented and file appropriate paperwork with Financial Crimes and Sanctions when appropriate.

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.
- We have implemented technology in our Nationwide Solutions Centers that assesses more than 300 call characteristics, such as the point of origin of the call and the volume of calls in a given period to determine if the call could be fraudulent and needs to be escalated for security purposes.
- We offer Nationwide Account Lock, a feature that allows participants to prevent distributions from being taken from their retirement account until they unlock the account using a unique password.
- We use a service for distribution requests that allows our experienced team members to confirm bank account ownership and status in real-time before processing. We can detect potentially fraudulent activity and take additional steps to ensure that the actual participant is requesting the distribution

Nationwide has a cyber security insurance policy through Berkshire to enhance protection for both Plan Sponsors and participants. The policy has a $10,000,000 limit and has the Technology and Telecommunications Services Coverage Endorsement.

Nationwide Account Pledge
In addition to the cyber security coverage provided by the insurance policy through Berkshire, Nationwide also offers fraud protection through Nationwide Account Pledge. With our fraud restoration commitment, Plan Sponsors and their employees can feel confident that we are there to help protect them when fraud happens. If a distribution is completed due to a failure of a Nationwide control and is promptly reported, we will restore the unrecoverable amount of the unauthorized withdrawal as of the date of the original transaction. The restoration is subject to certain limitations and restrictions.

Please refer to the **Important Disclosures** included with this response for more information.

2. **Based on your understanding of this proposal and the client, why should the City select the firm?**

Our first-hand knowledge and proven track record in providing exceptional plan administration, educational services, marketing, reporting, and large plan transitions makes choosing Nationwide as your partner a clear choice.

ADMINISTRATIVE SIMPLICITY: We will partner the City with tenured experienced Executive Relationship Manager, Jim Keeler. Jim has nearly 26 years of retirement industry experience working exclusively in public-sector retirement plans. Jim will serve as the primary point-of-contact for your staff. The City's Relationship Consultant, Andrew Mertz, will help to ensure the Plan is being administered to the contracts and plan documents and that processes and enhancements to the Plan are implemented successfully through our corporate office.

BETTER PARTICIPANT EXPERIENCE: Nationwide offers an integrated approach to participant education and communication through our Participant Engagement Program, award-winning tools through our website and native mobile app, and nurturing your employees with 1:1 tailored education and guidance through a combination of onsite and unlimited virtual services. Nationwide offers your employees the flexibility to engage and build trusted relationships as they receive the personalized care and guidance they deserve. We will partner the City with experienced local Retirement Specialist, Ninoska Metcalfe, who will deliver group presentations and individual consultations both in-person and virtually. We offer unlimited financial planning services with a licensed Personal Retirement Consultant through our Retirement Resource Group at no additional cost to the Plan or participant. This service is offered to all participants regardless of participation or account balance. They provide a detailed analysis of each participant's holistic financial situation, allowing them an opportunity to better understand their preparedness for a successful retirement. Your employees will have access to our award-winning mobile responsive website/native app and tools, including the My Interactive Retirement Planner℠, an industry leading retirement planning platform that assists participants in the accumulation and decumulation phase with everything from choosing a contribution amount to planning investments and detailed income planning. Our award-winning and innovative Participant Engagement Program is specifically designed to manage and orchestrate the participant experience across multiple channels to drive engagement. This program delivers personalized and relevant communications and interaction opportunities to your employees at just the right time to encourage better retirement planning behavior. Targeted communications are served through multiple mediums, including digital and social media messages, emails, webinars, direct mailings, onsite promotions, educational videos, and newsletters.

VALUES THAT TRANSLATE TO SERVICE: Our focus is growth through acquisition, current plan growth (participation), and retention of all the Plan Sponsors we currently service - not selling away. We are investing in the business to drive operational efficiency with high quality. Our highly engaged associates drive better participant experiences and outcomes for our clients. Our engaged versus disengaged ratio is far above the industry at 24:1. This engagement is recognized by being named over the past six consecutive years to Fortune's 100 Best Companies to Work For.

3. **List any subcontractors, the services they provide, and the percentage of recordkeeping revenue allocated to the subcontractor.**

All services described in this response are provided by Nationwide.

Firm Overview

4. Please provide the information requested:

Year Founded	1926
Brief History	Nationwide exists to protect people, businesses, and futures with extraordinary care. We are a Fortune 100 company based in Columbus, Ohio, and one of the largest and strongest diversified financial services organizations in the United States. Founded by farmers in 1926 to collectively protect what matters most, we have built a diversified business portfolio that provides financial stability built on authentic, long-standing relationships with our clients. This has resulted in a Brand well-known and trusted by consumers across the country for nearing 100 years. Formerly known as PEBSCO (Public Employees Benefit Services Corporation), Nationwide Retirement Solutions, Inc. (NRS) was formed in 1973 as a provider of marketing and third-party administration services for government sector employers. PEBSCO and Nationwide (the company that would eventually purchase PEBSCO) first joined forces in 1975, with Nationwide providing annuity products, and PEBSCO providing administration and marketing services. In May of 1982, Nationwide acquired PEBSCO and, in 1998, National Deferred Compensation (NDC), when PEBSCO and NDC were merged changing their names to NRS. Nationwide's businesses have a common goal: protect what matters most to our customers. We can do that by being a trusted partner in helping America's employees prepare for a more secure financial future. Our current name better reflects our commitment to the retirement industry as well as our affiliation with the Nationwide family of companies.
Services Provided (e.g., recordkeeping, life insurance, custodial/trustee, etc)	Recordkeeping, custodial/trustee services, education/communication, third-party administrative services, and investment options.
Years company has been active in deferred compensation business.	Nationwide has provided deferred compensation plan recordkeeping and administration services for more than 50 years.
How many of your employees are dedicated to 457(b) recordkeeping and administration services? Where are they located?	Nationwide has more than 28,500 associates across the United States. Nearly 1,700 associates are dedicated to servicing our defined contribution plans and most are located at our corporate headquarters in Columbus, Ohio.
Has your organization been rated by a third party publication regarding your level of services and standing in the industry? If yes, please provide a copy of the report.	**Plan Participant Service Award** – Highest tier of service center support to plan participants for 9 consecutive years by DALBAR. **Communications Excellence** – Ranked #1 in the review of mobile websites of retirement plan providers for 9 consecutive years by DALBAR. **Communications Excellence** – Nationwide Retirement Solutions (nrsforu.com) and Nationwide (nationwide.com) earned DALBAR's Communication Seal for the Plan Participant's online experience consistently since 2016 Market share rankings based on 2019 results from the PLANSPONSOR Recordkeeping survey show Nationwide as: • #9 in Defined Contribution plans; #16 in total DC assets • #1 in 457 plans; #2 in 457 assets • #12 in 401(k) plans; #19 in 401(k) assets

Parent/Subsidiary/ Affiliate Relationships	NRS, 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. (NFSD), which is in turn wholly owned by Nationwide Financial Services, Inc. (NF), a holding company for long-term savings operations and financial services. NF is wholly owned by Nationwide Corporation, which in turn is owned by Nationwide Mutual Insurance Company (NMIC).
Ownership (publicly traded, privately held)	Privately held mutual corporation
Please list any subcontractors which may provide services to the plan(s). Indicate firm names and types of services.	Not applicable. All education/communication, recordkeeping and third-party administration services are performed in-house.

For the last five years, describe legal and ethical inquiries, disciplinary actions, and/or litigation against the firm, owning interests, parents/subsidiaries/affiliates/subcontractors, and/or employees.

Type (Inquiry, Litigation, Disciplinary Action, etc.)
Status (Fine, Settlement, Ongoing, etc.)
Agency (Government agency, if applicable)

Type	Status	Agency	Description
Please see below.			

In the last five years, Nationwide has been involved in routine lawsuits common to the industry, which stem from normal 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 the City.

The various businesses conducted by the Company are subject to oversight by numerous federal and state regulatory entities, including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Department of Labor ("DOL"), the Internal Revenue Service, the Federal Reserve Bank and state insurance authorities. Such regulatory entities may, in the normal course, be engaged in general or targeted inquiries, examinations and investigations of the Company and/or its affiliates. With respect to all such scrutiny directed at the Company or its affiliates, the Company is cooperating with regulators. The Company will cooperate with its ultimate parent company, Nationwide Mutual Insurance Company ("NMIC") insofar as any inquiry, examination or investigation encompasses NMIC's operations. In addition, recent regulatory activity, may impact the Company's business and operations, and certain estimates and assumptions used by the Company in determining the amounts presented in the financial statements and accompanying notes. Actual results could differ significantly from those estimates and assumptions.

Year	2022	2021	2020	2019
Percent of Firm's Total Revenue Earned from Recordkeeping	21.0%	23%	22%	23%
Recordkeeping Assets	$166B*	$195B	$175B	$154B

**There was a drop in the market accounting for the dip in recordkeeping assets from 2021 to 2022*

	A.M. Best	Standard & Poor	Moody's	Fitch
Rating	A+ "Superior" (affirmed 12/2/2022)	A+ "Strong" (affirmed 4/19/2022)	A1 "Good" (affirmed 5/27/2020)	Fitch does not rate Nationwide

Number of Employees	Plans	Percentage of Total
Less than 100	28,988	92.34%

100-499	1,887	6.01%
500-999	257	.82%
1,000-4,999	213	.68%
5,000-10,000	18	.06%
More than 10,000	31	.09%
Total	31,394	100%

Assets	Plans	Percentage of Total
Less than $5 million	$24.3 B	14.67%
$5 - $25 million	$20.6 B	12.43%
$25 - $50 million	$7.1 B	4.3%
$50 - $250 million	$15.9 B	9.6%
$250 million - $1 billion	$14.2 B	8.6%
More than $1 billion	$83.5 B	50.4%
Total	$165.7 B	100%

Plan Type	Assets	Participants	Plans
401(k)	$46.3 B	725,094	14,588
401(a)	$8.2 B	257,206	1,617
403(b)	$5.2 B	140,741	7,207
457(b)	$102.9 B	1,722,648	7,024
Taft-Hartley	We do not track this plan type separately	We do not track this plan type separately	We do not track this plan type separately
NQDC		1,711	36
MEP	-	-	-
Other	$307.6 M	88,549	922
Total	$165.7 B	2,935,949	31,394

Provide the total number of plans gained and lost	1/1/2022 - 12/31/2022	1/1/2021 - 12/31/2021	1/1/2020 - 12/31/2020
Number of Plans Gained	447	656	700
Dollar Value of Plans Assets Gained	$3.4 B	$1.9 B	$1.9 B
Number of Plans Lost	866	1,074	1,080
Dollar Value of Plans Assets Lost	$97.9 M	$255.1 M	$304.0 M

Personnel
Provide information about the for the Service Team assigned to this plan as requested below.

	Relationship Manager	Program Director	Day-to-day Administrative Contact	Participant Educator
Name & Title	Jim Keeler, Executive Relationship Manager	Matt Gayman, Program Director	Andrew Mertz, Relationship Consultant	Ninoska Metcalfe, Retirement Specialist
Description of role and responsibilities	Jim will serve as the City's primary point of contact for the staff. He will work closely with the City to	Matt is responsible for the oversight and supervision of the Retirement	Andrew works closely with the Relationship Manager and Program Director, to oversee all aspects of	Ninoska conducts enrollment meetings, education presentations, and one-on-one consultations for both

	develop an annual education and communication plan on topics that are important to the Plan and subsequently work with the Program Director, Matt Gayman, and Retirement Specialist, Ninoska Metcalfe, on executing the strategy.	Specialists in his territory.	the services provided. He helps ensure the Plan is administered according to the contract and plan documents and that processes and enhancements to the Plan are implemented successfully through our corporate office.	active and retired participants.
Location	Phoenix, AZ	Phoenix, AZ	Columbus, OH	Phoenix, AZ
Education	B.A. University of Minnesota	B.S. Arizona State University MSM The American College of Financial Services	B.A. Business Administration	B.S. Economics - Universidad Centroamericana, Managua M.A. Global Business Administration – Thunderbird School of Global Management
Professional Credentials	• FINRA Series 6, 26, 63 registration • Registered Investment Advisor Representative of Nationwide Investment Advisors, LLC (Series 65) • Life & Health license • Certified Retirement Counselor designation	• FINRA Series 7, 6, 26, 63 registration • Registered Investment Advisor Representative of Nationwide Investment Advisors, LLC (Series 66) • Life & Health license • Certified Retirement Counselor designation	• FINRA Series 6 registration	• FINRA Series 6, 63 registration • Registered Investment Advisor Representative of Nationwide Investment Advisors, LLC (Series 65) • Life & Health license • Certified Retirement Counselor designation
Tenure with the company	27 years	18 years	17 years	12 years
Years of retirement plan experience	27 years	26 years	17 years	12 years
Years of 457 retirement plan experience	27 years	26 years	17 years	12 years
Number of clients	5	~25 over $100 M	~25 over $100 M	28
Number of 457 clients	5	~25 over $100 M	~25 over $100 M	28

Compensation Structure	Executive Relationship Manager compensation is a combination of base salary and available incentives tied to individual goals. Incentives are based upon successful retention of assigned clients and activities designed to broaden and deepen Nationwide's relationship with assigned clients.	The base salary is 85% with a target incentive of 15%. Incentives are based upon successfully servicing the plan in areas such as enrollments, educational workshops, retention of current plan assets, and flow of assets into the plan via eligible transfers-in.	Salary	Retirement Specialists are compensated by a combination of a base salary and incentive compensation, roughly a 85%/15% split, to educate participants on the features and benefits of the Plan, Plan services and the underlying investment options. The incentive compensation may be tied to individual goals related to servicing the plan, such as enrollments, education workshops, use of My Investment Planner online tool, and retention of plan assets. In addition, the Retirement Specialists do receive compensation for offering the Nationwide ProAccount managed account program and helping enroll participants who have selected the service. This incentive is based on the amount of participant assets under management within the Nationwide ProAccount program. Upon award of the contract, we will work with the City to mutually agree upon and customize which performance objectives are used toward incentive compensation for your assigned service team. Our goal is to ensure that we focus on what is most important to your Plan's success.

	Transition Manager (if not applicable please respond with "N/A")
Name & Title	Dave Hall, Director Business Project Management
Description of role and responsibilities	Dave leads a team of Business Project Managers who serve in the role of Transition Manager.
Location	Columbus, OH
Education	Bachelor in Business Administration, Franklin University Bachelor in Human Resources Management, Franklin University
Professional Credentials	Project Management Professional Certification FINRA Series 6 &26 registrations

	Transition Managers are FINRA Series 6 registered representatives, and many hold their Project Management Professional certifications from the Project Management Institute.
Tenure with the company	20 years
Years of retirement plan experience	20 years
Number of transitions completed	Approximately 230 plans since 2013
Number of 457 plan transitions completed	Approximately 200 457 and 401(a) plans
Compensation structure	Salary

B. Participant Education & Communication Questions

5. Briefly describe your philosophy to participant education.

Nationwide goes above and beyond so that participants can feel confident on their journey to and during retirement. We remain focused on driving positive outcomes using industry-leading proactive communications, award-winning tools, and nurturing your employees with 1:1 tailored education and guidance as they move through life. Through a combination of onsite and virtual services, Nationwide offers your employees the flexibility to engage and build trusted relationships as they receive the personalized care and guidance they deserve.

As part of our commitment to the City and your participants, Nationwide will provide local Retirement Specialist, Ninoska Metcalfe. Ninoska will provide in-person or virtual individual consultations as well as group workshops and presentations for all employees.

6. Which of the following resources does your firm rely on to educate participants on their retirement plan?

Resource	Yes/No	Additional Fee? (Yes/No)
Personnel		
Group Participant Education	Yes	No
Individual Participant Education	Yes	No
Virtual (Webinar) Participant Education	Yes	No
Phone-Based Participant Education	Yes	No
Online		
Prerecorded Videos	Yes	No
Prerecorded Audio	Yes	No
Targeted/Personalized Email	Yes	No
Social Media	Yes	No
Financial Wellness Articles	Yes	No
Questionnaires	Yes	No
Investment Advice Tool	Yes	No
Managed Accounts	Yes	Yes
Retirement Calculators	Yes	No
Budgeting Tools	No	No
Print		
Postcards	Yes	No
Direct Mail Flyers	Yes	No
Newsletters	No	No
Education Booklets	Yes	No
Enrollment Booklets	Yes	No
Phone		

In-Bound Call Centers	Yes	No
Out-Bound Call Centers	Yes	No
Text Messaging	Yes	No

7. **Briefly describe any other method used to educate participants that is not disclosed in the above chart. Do not describe any methods listed as "Yes" above.**

   All methods of participant education have been disclosed.

8. **Provide educational topic capabilities as requested below:**

	In-person	Call Center	Website
Basic budgeting	Y	Y*	Y
Saving (e.g., major purchases, college)	Y	Y*	Y
Managing debt (e.g., credit cards, student loans)	Y	Y*	Y
Estate planning	Y	N	N
Home buying	N	N	N
Insurance	N	Y*	N
Social Security	Y	Y*	Y
Other (Please list)	-	-	-
New to public sector investment (457b vs. 401k)	Y	Y*	Y

**available through the Retirement Resource Group*

9. **Provide online tool capabilities as requested below:**

	Yes/No
Retirement income projections with gap analysis and suggested actions.	Yes
Projection of monthly retirement income in dollar amounts	Yes
Budgeting tools	No
Retirement healthcare cost tools	Yes
Ability to include Social Security in estimates/projections	Yes
Ability to exclude Social Security in estimates/projections	Yes
Ability to manually add external account information (e.g., defined benefit plans, savings accounts, credit cards)	Yes
Ability to automatically pull in external account information (e.g., defined benefit plans, savings accounts, credit cards)	Yes
Spend down projections using different market risk	Yes
Other (provide details)	-

10. **Identify the services currently available to participants via the website, mobile devices, and call center (Yes/No).**

	Website	Mobile	Call Center
Plan Specific Information	Yes	Yes	Yes
Enrollment	Yes	No	Yes
Enrollment or change in managed account option	Yes	Yes	Yes**
Investment fund information & performance	Yes	Yes	Yes
Account balances	Yes	Yes	Yes

Current participant information	Yes	Yes	Yes
Reallocation of existing account balances	Yes	Yes	Yes
Withdrawals/distributions	Yes	Yes	Yes
Termination distributions	Yes	Yes	Yes
Loan initiation	Yes*	Yes*	Yes
Loan modeling	Yes	Yes	Yes
Password change	Yes	Yes	Yes
Beneficiary designation	Yes	Yes	No
Statement requests	Yes	Yes	Yes
Prospectus orders	Yes	Yes	Yes
Confirmation letter of any change	Yes	Yes	Yes
Asset allocation modeling	Yes	Yes	Yes**
Account balance projections	Yes	Yes	Yes
Investment advice	Yes	Yes	Yes**
Personalized rate of return	Yes	Yes	Yes
Retirement Planning Calculators	Yes	Yes	Yes**
Retirement Goal Projections	Yes	Yes	Yes
Other (specify)	n/a	n/a	n/a

**General Purpose loans only. Primary Residence loans require supporting documentation.*
***Available through the Retirement Resource Group.*

11. Are the same services as described above available to retirees? (Yes/No)

Yes.

12. How do you measure the success of your communications and educations?

Executive Relationship Manager, Jim Keeler, will meet annually with the City to determine the strategy and focus for the upcoming year. Together, we will develop a mutually agreed upon marketing plan to deliver throughout the year that aligns with the City's objectives. Throughout the year, we will monitor and measure the effectiveness of the initiatives with a strategic view toward achieving the goals as well as reviewing and modifying the campaign tactics. Results are shared with the City online via the Plan Health Dashboard and other employer reports, along with recommendations for adjustments based on the results.

During periodic meetings with the City, we will:

- Review the annual marketing and communication plan to provide updates and share successes and milestones reached.
- Utilize plan level data and customer insights and analytics to measure the effectiveness of strategies.
- Discuss the tactics and communications to best reach plan participants for each initiative.
- Make any adjustments needed in Retirement Specialist outreach to ensure activities and focus match what's important to the City.
- Share specialized reports to gauge the overall health of the Plan.

13. Does your firm provide participant-specific investment advice? (Yes/No) If yes, briefly describe how the participant receives the advice.

Yes.

My Investment Planner©
Nationwide makes investment advice available online through My Investment Planner at no additional cost to participants or the City. The tool provides individualized investment advice using an investment process developed and maintained by Nationwide Investment Advisors, LLC who have selected Wilshire as the Independent Financial Expert. Participants 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 will be provided to the "Manage My Account" page.

Retirement Specialists are experienced in navigating the My Investment Planner online tool. They can assist the participant as they log into their account and walk them through the questionnaire. Additionally, they are available to answer any questions about the process and provide education on the investment options and how to make changes to their current and future investment option choices. Participants can also use this online tool themselves via the website and mobile app.

14. Is advice delivered to participants in-person, on the phone or online?

Investment advice is available in-person, over-the-phone, and online through the use of the My Investment Planner tool.

15. Does the client need to make your proprietary Managed Account solution available to receive participant-specific advice? (Yes/No)

No.

16. Does your firm, or the participant-specific advice provider, assume fiduciary responsibility for the advice given? (Yes/No)

Yes.

17. What licenses do the individuals providing advice hold? (e.g. Series 7, 65, 66, CFP, etc.)

Retirement Specialists are required to maintain the FINRA Series 6 or 7, 63, and 65 or 66 registrations at a minimum.

18. Breakout the percent of the Participant Educator's compensation as requested below:

Salary	85%
Client Satisfaction	*
Improvement in Plan Participant Rates	*
Improvement in Plan Assets	*
Number of Participant Meetings Held	*
Managed Account Utilization	*
Investment Product(s) Utilization	*
Other (Please Specify)	Incentive 15%*

**Retirement Specialists are compensated by a combination of a base salary and incentive compensation, roughly a 85%/15% split, to educate participants on the features and benefits of the Plan, Plan services and the underlying investment options. The incentive compensation may be tied to individual goals related to servicing the plan, such as enrollments, education workshops, use of My Investment Planner online tool, and retention of plan assets. In addition, the Retirement Specialists do receive compensation for offering the Nationwide ProAccount managed account program and helping enroll participants who have selected the service. This incentive is based on the amount of participant assets under management within the Nationwide ProAccount program. Upon award of the contract, we will work with the City to mutually agree upon and customize which performance objectives are used toward incentive compensation for your assigned service team. Our goal is to ensure that we focus on what is most important to your Plan's success.*

19. Does the Participant Educator integrate the following into their education?

	Yes/No
Outside Retirement Accounts	Yes
Outside Non-Retirement Investment Accounts	Yes
Social Security	Yes

Spousal Assets	Yes

20. Based on the City's demographic information and your education experience, provide the information requested below.

Number of onsite education service hours per year included in your price	192
Number of onsite education service days per year included in your price	24

21. Provide your customization capabilities as requested below. If an additional fee is required, please include here.

	Client Name? (Yes/No/Additional Fee)	Client Logo? (Yes/No/Additional Fee)	Client-Requested Imagery? (Yes/No/Additional Fee)	Custom Messages (Yes/No/Additional Fee)	Follow client brand standards: i.e., font and colors (Yes/No/Additional Fee)
Participant Website	Yes/No additional fee	Yes/No additional fee	Yes/No Additional Fee	Yes/No additional fee	No/No Additional Fee
Mobile App	No/No additional fee	No/No additional fee	No/No Additional Fee	No/No additional fee	No/No Additional Fee
Participant Forms	Yes/No additional fee	No/No additional fee	No/No Additional Fee	No/No additional fee	No/No Additional Fee
Education Booklets	Yes/No additional fee	No/No additional fee	No/No Additional Fee	No/No additional fee	No/No Additional Fee
Enrollment Booklets	Yes/No additional fee	No/No additional fee	No/No Additional Fee	No/No additional fee	No/No Additional Fee
Flyers	Yes/No additional fee	No/No additional fee	No/No Additional Fee	No/No additional fee	No/No Additional Fee
Emails	Yes/No additional fee	No/No additional fee	No/No Additional Fee	No/No additional fee	No/No Additional Fee
Posters	Yes/No additional fee	No/No additional fee	No/No additional fee	No/No additional fee	No/No Additional Fee
Other (Please List)	n/a	n/a	n/a	n/a	n/a

	(Yes/No/Additional Fee)
Custom URL	No / No additional fee
Custom Phone Number	No / No additional fee

22. Is your participant website mobile responsive (i.e., designed for smart phones and tablet devices and same capacities on web browser and mobile application)? (Yes/No)

Yes.

23. Provide information about Participant Statements as requested below:

	Yes/No
Account Information	
Account Balance by Money Source	Yes
Vested Balance	Yes
Estimated Defined Benefit	No
HAS Account Balance	Yes

Total Assets	Yes
Beneficiary Name & Address	Yes*
Total Portfolio Information	
Portfolio Allocation by Percentage	Yes
Portfolio Allocation by Dollar	Yes
Monthly Portfolio Performance	Yes
Quarterly Portfolio Performance	Yes
1-Year Portfolio Performance	Yes
3-Year Portfolio Performance	Yes
5-Year Portfolio Performance	Yes
7-Year Portfolio Performance	No
10-Year Portfolio Performance	Yes
Since Inception Portfolio Performance	Yes
Does Performance Consider Cash Flows	Yes
Recordkeeping Fee Expressed as Percent	No
Recordkeeping Fee Expressed as Dollar	Yes
Individual Fund Information	
Monthly Fund Performance	Yes
Quarterly Fund Performance	Yes
1-Year Fund Performance	Yes
3-Year Fund Performance	Yes
5-Year Fund Performance	Yes
7-Year Fund Performance	No
10-Year Fund Performance	Yes
Since Inception Fund Performance	Yes
Fund Expenses Expressed as Percent	Yes
Fund Expenses Expressed as Dollar	No
Contributions for Period	Yes
Investment Earning for Period	Yes
Dividends for Period	Yes
Retirement Projections	
Projected Account Value at Retirement	Yes
Projected Monthly Income at Retirement	Yes
Loan Information	
Outstanding Loan Amount	Yes
Loan Repayment Information	Yes
Customization	
Client Name? (Yes/No/Additional Fee)	Yes/No additional fee
Client Logo? (Yes/No/Additional Fee)	Yes/No additional fee
Custom Messaging? (Yes/No/Additional Fee)	Yes/No additional fee
	Number of Business Days
How many days after quarter end are statements mailed?	15 calendar days
How many days after quarter end are statement available online?	15 calendar days
How long are statements available?	7 years of statements are available online

**Beneficiary name and percentage included on statements*

24. Provide your enrollment capabilities as requested below:

	Yes/No	Plan Sponsor Assistance Needed (Yes/No)
Online	Yes	No
Mobile	No	No
Paper	Yes	No
Phone	Yes	No
In-Person	Yes	No

25. Do you provide comprehensive financial planning through a CERTIFIED FINANCIAL PLANNER™? (Yes/No) If yes, please complete the following chart with their capabilities and provide a sample Financial Plan as an appendix to your proposal.

	Yes/No
Investment Planning	Yes
Insurance Planning	Yes
Retirement Planning	Yes
Estate Planning	No
Education Planning	Yes
Other (Please list)	-

26. If you provide comprehensive financial planning through a CERTIFIED FINANCIAL PLANNER™, how often will they be available to meet with participants each year?

Nationwide offers participants and their immediate family unlimited virtual access to a Personal Retirement Consultant (many of whom maintain the Certified Financial Planner designation) through the Retirement Resource Group. Our Personal Retirement Consultants provide advice and guidance over the phone (available between 6:30 a.m. and 6 p.m. MT Monday through Thursday and 6:30 a.m. to 4 p.m. MT on Friday) to help employees prepare for and transition into retirement. Because some of the City's employees may not have access to financial advisors, we offer some of the same services to drive financial understanding and outcomes. These services are provided at no additional fee to the Plan or its employees.

Personal Retirement Consultants 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, they will:

- Provide holistic view of retirement income, which includes income sources such as pensions, supplemental savings
- (e.g. 457(b), 401(a), etc.), personal savings, Individual Retirement Accounts (IRAs), and Social Security benefits
- Deliver strategies that show participants how to optimize social security income
- Project the cost of healthcare costs in retirement
- Assist participants with prioritizing financial goals (e.g. saving for college vs. saving for retirement)
- Develop investment risk profile that helps participants develop a better understanding of their household
- retirement readiness
- Develop a documented retirement plan to help participants:
    - Increase their retirement readiness
    - Understand and control financial risks
    - Feel more confident with their retirement savings decisions

27. If you provide comprehensive financial planning through a CERTIFIED FINANCIAL PLANNER™, please describe all costs to the plan sponsor and/or participants for their services.

Personal Retirement Consultants are provided through the Retirement Resource Group to the City and your participants at no additional cost.

28. Please provide login credentials for the participant website demo.

Please visit our demo site at www.nrsforu.com/ChooseNationwide.

From the landing page, select *Try the Participant demo*. You will be automatically directed to the participant demo website, without the need for a username or password, to begin exploring Nationwide's unique online experience and retirement planning tools.

C. Administrative and Plan Sponsor Services

29. Will you fully support all SECURE 2.0 administrative and documentation requirements and options? Please note any exceptions.

Yes.

30. State your familiarity with the City's payroll, Oracle EBS. How many of your clients use this payroll?

Nationwide currently administers numerous plans which use Oracle EBS as their payroll system. We do not track the number of clients that use each payroll service.

31. Can your systems provide 360 communication with the above payroll system regarding eligibility, enrollment, and election data feeds? (Yes/No)

Yes.

32. Describe administrative reporting capabilities. Please provide a list of standard reports.

Report Name	Brief Description	Frequency	Online/Paper/Both
Plan Health Dashboard	The Plan Health Dashboard summarizes all plan-level information and retirement readiness statistics, providing access to the following information: Plan balance and how the Plan is performing, including enrollment, contribution, investment and retirement readiness plan data Peer group benchmarks Specific actions to improve plan performance Generate and print ad-hoc reports	Updated Daily	Online
Plan Health Report	The Plan Health Report provides a quarterly snapshot of the Plan's overall information. The quarterly Plan Health Report is broken down into seven sections providing important, relevant information on your plan: • Executive Summary • Participant Demographics • Contributions & Investments • Retirement Readiness • Assets & Fund • Details Balance Details	Updated Quarterly	Both

	• Opportunities		
Quarterly Statement	This report is produced in conjunction with participant statements and provides a summary of participant activity that transpired during the reporting period.	Quarterly	Both
Plan Assets Report	Details asset holdings and total number of participants invested within each investment option.	Ad-Hoc	Both
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 "customizable table" link within the report.	Ad-Hoc	Both
Plan Contributions Report	Details information relating to contributions submitted on behalf of Plan participants.	Ad-Hoc	Both
Loan Activity Report	Provides Plan level loan activity and information about active and defaulted outstanding loans.	Ad-Hoc	Both
Rollover/Transfers Report	Provides data relating to transfers and rollover activity in and out of the Plan.	Ad-Hoc	Both
Participant Distributions Report	Provides data on distributions that have been taken by participants.	Ad-Hoc	Both
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.	Ad-Hoc	Both
Participant Details Report	A customizable report providing demographic, account and census information.	Ad-Hoc	Both

33. Is there an additional fee for custom build reports requested by the City? (Yes/No)

No.

34. Describe the requirements for payroll, data format requirements, including layout, method to transfer data.

Nationwide provides two options for Plans to securely submit contribution information. We will work with you to determine what method works best for you from the following options:

- Secure File Transport (SFT) – Nationwide offers CSV file formats for contribution, census, enrollment data as well as deferral and demographic changes of participant data. Nationwide also supports a full suite of file transfer protocols (FTP) with secure file transport. We offer both push or pull of the files between our servers. This option works best for large plans with frequent changes to the contribution, loan payment, and demographic data. SFT ensures the security of business-critical data to and from Nationwide with our external business partner with industry-standard options.
    - FTPS (FTP over SSL) SFTP (FTP over SSH) – Unencrypted data over an encrypted transport.
    - PGP – Encrypted data. Once encrypted you can send the data over the Internet using FTP or HTTP.
    - Web Browser or HTTPS – Unencrypted data over a secure connection. This option requires the client to log onto the secure website and attach the file for transfer.
- FastPay – Nationwide's online payroll submission tool, available through the Plan Sponsor website, allows for efficient, flexible payroll submission through two different methods:
    - FastPay Import – FastPay Import allows Plans to use their file configuration and upload a comma-delimited (CSV) file directly into Nationwide's system. Once uploaded, the list of active participants is completely editable online reducing the chance of errors. The import process is ideal for mid-sized plans with up to 2,000 entries or those that have frequent payroll detail data changes from one pay date to the next.

- •FastPay Create/Copy – FastPay Create/Copy allows Plans to set up a payroll file upon first use and then use it as an editable template to create the future payroll files. The processes to add, delete or change participants' deferral amounts are done easily and directly in the system. This is perfect for smaller plans or those with little to no data variations from pay date to pay date.

To transfer participant contributions, a Nationwide-initiated ACH debit is our primary payment option for all payroll submission options. We also accept wire or ACH credit through your financial institution.

35. What type of edits are error checks do you perform on data? How would you work with the City of Chandler to resolve discrepancies?

Our record-keeping system has numerous integrated error detection checks to ensure the accuracy of participant account information. Batch reports are produced to ensure that compliance and plan requirements are maintained. Data integrity and accuracy are of the utmost importance and Nationwide has instituted the following processes to ensure high-quality service:

- Complete quality checking of financial and non-financial data input on a pre-flow basis
- Electronic confirmations transmitted
- Account reconciliation procedures
- Daily "suspense" monitoring and reporting internally and externally
- Procedures that include complete internal auditing controls
- Measurement of all data entry for each individual and service team, with results included in each team member's performance evaluation
- Annual evaluations by an outside accounting firm of adherence to internal audit procedures and SOC-1 documentation

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.

The system is a rules-based system, in which each plan type established will be ultimately governed by the rules and regulations allowed per the IRC.

All processing is controlled by rules defined for the clients, documents, plan type, money source, and investment vehicle. All of these rules are incorporated into processing functions to help ensure the validity at the point of entry, with system edits, including examples such as appropriate characters entered into a field and date validations, along with edit checks as fields are entered. Aside from being a rules-based system, there is a robust QC/QA process in place for the set up and changes made on both plan and participant information. This information is tracked so that leaders are able to review and provide associate feedback.

The system uses rules-based transaction processing and data validation functions performed in real time and batch to ensure the validity of transactions. All user and systematic input is validated at point of entry.

For inbound transmissions, we provide a confirmation file that is transmitted back to the client for validation of the information received. This file confirms records for contributions, distributions, and new or updated accounts. Moreover, we require a trailer record for any inbound transmission, which must contain the current date, number of records, sent, along with total asset values for contributions and distributions.

If an error occurs in the processing of contributions, the corrections are made as of the date of the original request. If the error is due to a mistake on the part of Nationwide, the correction will be processed at our expense. If contribution files are not in good order, our plan service team will consult with the City to resolve the issue. The City's service team will be intimately involved to ensure all discrepancies are resolved and will work with employers to ensure common issues are sorted out and eliminated.

If an electronic file is rejected for any reason, our plan service team works to resolve the issue and, if necessary, sends an email to the City's appropriate contact. If the problem persists, a representative will reach out to the payroll contact via phone.

Participants who experience issues with their online accounts or require additional supporting documentation (i.e. account activity reports, account balance on letterhead, 1099-R form, etc.) would be escalated from our Solutions Center to our Participant Issue Resolution Team. The process of this escalation is documented through a service request in the case management system where correspondence is documented. A similar process takes place when a financial professional has a request that cannot be handled specifically in the Solutions Center. The call taker creates a service request to the assigned Advisor Support Representative. The City's Client Relationship Manager will escalate errors as necessary to the City's staff.

Service requests generated before 2 p.m. MT receive a response on the same business day. Service requests generated after 2 p.m. MT receive a response no later than 10 p.m. MT on the following business day. Nationwide will reimburse participants for amounts caused in part or whole by a Nationwide process or error.

36. What is your process if there is an out-of-balance occurrence in payroll due to a contribution error?

If an error occurs in the processing of contributions, the corrections are made as of the date of the original request. If the error is due to a mistake on the part of Nationwide, the correction will be processed at our expense.

If contribution files are not in good order, your service team will consult with the City to resolve the issue. The City's service team will be intimately involved to ensure all discrepancies are resolved and will work with you to ensure common issues are sorted out and eliminated.

If an electronic file is rejected for any reason, your service team works to resolve the issue and, if necessary, sends an email to the City's appropriate contact. If the problem persists, a representative will reach out to the payroll contact via phone.

37. Describe your loan administration process in detail.

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 you 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 you 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 loan amount is the lesser of:

- 50% of the participant's vested account balance (not including deemed IRA account, if applicable) less any outstanding balances under the Plan, over
- $50,000 less the highest outstanding loan balance during the preceding one-year period.

Loan Application

- **Online** – Online modeling and initiation is available, if permitted by the Plan and Loan Administrative Procedures. If allowed, only General-Purpose loans can be modeled and initiated online. Primary 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.
- **Solutions Center** – Solutions Center Representatives generate and send loan application paperwork through email, fax or mail.
- **Loan Guidelines for Participants**
- Participants can 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 Loan Administrative Procedures. 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.
- **Interest Rate** – The interest rate will be determined by the Plan Sponsor.

Once Nationwide's loan processing department has received the complete loan application in good order, standard processing time is one to three business days.

38. Per IRS guidelines, for City's current RHS program, we are required to provide a 1095C form to all retirees. Will you provide these services or any required services for your retirement plan?

Nationwide will provide services to help assist the City with all reporting obligations. However, the reporting requirements detailed on Form 1095-C are specific to employer-sponsored health insurance plans and would not be applicable to the PEHP plan.

39. Describe any new administrative programs or features that are in development.

Nationwide is investing in significant digital transformation.
Nationwide is investing over $200 million over the next three years in our recordkeeping platform, innovative product solutions and in continuing to deliver our award-winning extraordinary customer service experience. Our Digital Transformation solutions center on three goals for making it easier to work with Nationwide by:

- **Making processes more intuitive:** Ensuring processes and choices are easy and clear, so both you and your participants can focus on what truly matters to you. This includes our investments in enhancing our digital self-service experience for both Plan Sponsors and participants on our mobile responsive website and award-winning mobile app.
- **Delivering more control:** Empowering Plan Sponsors and participants through tools and functions that digitize simple tasks and deliver more self-service capabilities, putting you in the driver's seat and saving you time so you can focus on the business operations that need your attention most.
- **Creating more personalized experiences:** Making connections with you and your participants evermore timely, relevant and actionable by investing in effortless and seamless online experiences for moments that matter most like enrolling, contributing and taking distributions when needed.

For participants, we are committed to driving better participant outcomes. This focus will ensure that the experience is both effortless and personalized. Key focus areas over the next 2 to 3 years and ongoing include investments in:

Participant Engagement:
- Award-winning mobile responsive website and tools, including the My Interactive Retirement Planner, an industry leading retirement planning platform that assists participants in the accumulation and decumulation phase with everything from choosing a contribution amount to planning investments and detailed income planning.
- Refreshed website with simplified navigation.

- Enhanced self-service transactions, e-delivery capabilities and simplified savings through auto enroll and auto deferral increases.
- Additional personalized communication experiences (via email, digital, social and print) for participants to drive engagement through channel of choice–online, in person or over the phone that provide education and advice related to preparing for and living-in retirement
- Exploration into new experiential mediums and technologies to seek new ways of engaging employees.

Financial Wellness:
- Guided experience for financial wellness with enhanced digital tools, self-guided educational modules, and expanded financial wellness solutions, including health savings accounts and other solutions as part of a holistic offering
- Expanding our suite of innovative in-plan guaranteed income in retirement solutions, helping to provide participants with certainty, protection and guarantees as they prepare for and transition into living in retirement.
- Partnering with asset management firms to offer CITs into investment lineups, providing participants with lower-cost investment options

Easy Interactions:
- Modernized statements with reduced complexity and income illustrations.
- Leveraging artificial intelligence and digital data to enhance call center experiences, combining technology with human empathy and convenient digital connections through click to chat.

Administrative simplicity through powerful tools, analytics, and self-service capabilities for Plan Sponsors.

Examples of our key initiatives on the 2 to 3 year roadmap include:

Trusted Administration:
- Enhanced personalized dashboard views with information that is most important to the sponsor and proactive notifications delivered via screen, text, or email.
- Additional automated reporting and proactive consultations on plan growth and efficiency opportunities.
- Enhanced fee capabilities to compensate outside Plan Consultants for plans using those services
- Enhancements to Nationwide ProAccount allowing more flexibility for Plan Consultants to manage investment options

Easy Plan Management:
- Powerful reporting and plan health statistics as well as the ability to view as a participant, or complete critical self-service tasks.
- Robust payroll processing platform, FastPay, available to submit payroll information simply and securely.
- Refreshed design and new content for Plan Sponsors that will be more intuitive and allow existing users (Primary and Secondary) a new plan reporting experience and plan performance dashboard as well as enhancements to the Plan Sponsor task center.

Plan Security and Protection:
- Continuous investment in cybersecurity resources including process, team and technology to ensure 24/7 protection of our client's assets.
- Capabilities that provide early warning indications of fraud, advanced data and predictive analytics.

Enhancements to participant facing tools and fraud protections, Nationwide Account Lock and Nationwide Account Pledge, which provide Plan Sponsors with the additional confidence that participants' assets are protected. With Nationwide Account Pledge, Plan Sponsors and their employees can have confidence that we will restore any unrecoverable amount from an unauthorized withdrawal to make the participant whole again.

40. Describe the hardware platform and software system you use to administer deferred compensation plans and if there are any upgrades/changes/changes happening in the near future.

Nationwide's system capacity design allows for an unlimited number of plans, participant accounts, and investment options, permitting us the flexibility to offer 401(k), 403(b), 401(a), 501(c)(9), and 457(b) plans on one platform.

Hardware – We use multiple HP Blade G7 servers for record keeping and customer support functions. We maintain redundant environments of all hardware components in our two secure Tier IV data center facilities located outside of Columbus, Ohio to support the high availability needs of our business.

Software – Our computer software system is a proprietary system that provides a single record keeping function. We maintain individual participant records and consolidated plan records, including current transaction data and cumulative history for all deferrals, disbursements, and daily balances. There is one application release per month which typically occurs the evening of the first or second Friday of the month. The application release covers any software changes to support the business. Also, each month, an infrastructure release occurs during the third or fourth Saturday of the month. This release applies to any software or hardware that supports the application software. Other off-release schedule application and infrastructure updates can occur on an as-needed basis.

41. Can you take over the administration, qualification, approval and disbursement for the following services without any assistance from the plan sponsor?

	Yes/No
Domestic Relations Orders Review	Yes
Domestic Relations Orders Approvals	Yes
Hardship Withdrawals	Yes
General and Principal Residence Loans	Yes
Distributions	Yes
Required Minimum Distributions	Yes
Beneficiary Change	Yes

D. Investment and Transition Services

Investment Services Questions

42. Can you support an open architecture fund lineup? (Yes/No). If not, please provide your reasoning.

Yes.

43. Describe any mutual fund families, fixed account options, or other investments that you cannot or will not recordkeep.

To the best of our knowledge there are no National Securities Clearing Corporation traded fund families with whom we could not execute an agreement. However, competitors do not typically allow other recordkeepers to administer their stable value or fixed contracts. Nationwide has agreements in place with over 200 fund houses offering over 14,000 mutual funds across a wide spectrum of asset classes. Additionally, we are willing to attempt to negotiate agreements for investment products that are not currently available through our platform, with the exception of stable value or fixed contracts.

44. Can you recordkeep the plan's current lineup? (Yes/No) Please note any exceptions.

Yes.

45. How many days will it take to add or remove a fund from the lineup? Provide a brief timeline of the process.

The process to add and remove a fund typically takes 40 business days (eight weeks) from start to finish.

Funds can be added or removed during any of our periodic release dates scheduled throughout the year, typically one per month. The Plan Sponsor or Consultant will notify the Relationship Consultant assigned to the plan via email or other written instruction. The request must include the full fund name, ticker or CUSIP.

Fund changes can be small in nature, with one or two fund mappings, or much larger in cases of introducing a new fund lineup for a plan. For a standard fund change, letters are mailed to participants in advance of the fund change and with clear communication about the participant's options in electing other funds or the new fund to which they will be automatically mapped if they chose to take no action. At the request of the City, the new fund fact sheets can be added to the website prior to the mapping for participants to consider if they want to invest in the fund. Should the City elect to map to options that are less common than Mutual Funds, such as Custom Funds or Collective Investment Trusts, a broad education effort will take place, including promoting the new fund types in quarterly newsletters, in a special callout box on the website and through training by service representatives.

46. How many days will it take to add a new fund to your platform?

If the fund is not currently available on our platform, it typically takes 12 weeks. It may take longer depending on the mutual fund house's ability to review and approve a mutually agreed upon trading agreement.

47. Are internal controls of your recordkeeping system audited by an independent accounting firm on an annual or more frequent basis?

Yes. KPMG conducts an annual SOC-1 and SOC-2 Audit of our recordkeeping system.

48. Provide information about your proposed proprietary Capital Preservation Product as of 3/31/23 as requested below. In addition, please provide a Fact Sheet as a separate attachment.

Capital Preservation Product Name:	Nationwide True Flex
Description (General Account, Stable Value, Other):	General Account

Investment Contract Issuer (Add rows as necessary)	% of Wrapped Assets	AM Best	Moody's	S&P
Nationwide Life Insurance Co (NLIC)	100%	A+	A1	A+

Effective Duration	Asset Base	Manager Tenure
6 years	$47.42 B	24 years

Gross Crediting Rate	Expense Ratio	Minimum Guaranteed Crediting Rate	Crediting Rate Formula
2.75%	0.00%	0.50%	See product disclosure below

Portfolio Quality	% of Portfolio
AAA	14.2%
AA	12.2%
A	26.5%
BBB	41.4%
BB	2.5%
B	1.8%
CCC	0.2%
Not Rated	1.0%

Portfolio Asset Allocation (Add Rows as Necessary)	% of Portfolio
ABS/CLO	7.2%
Agency MBS	1.3%
CMBS	2.4%
CML	15.4%
EMD	2.8%
Equity/Alts/Other	5.7%
Government	0.2%
Investment Grade Corp	50.5%
Municipal	8.2%
Non-Agency MBS	1.6%
Non-Investment Grade	2.1%
Short Term	2.7%

Quarter End	Gross Unannualized Quarterly Performance	Market-to-Book (if applicable)
1Q19	0.80%	1.03
2Q19	0.79%	1.05
3Q19	0.79%	1.07
4Q19	0.75%	1.06
1Q20	0.73%	1.02
2Q20	0.71%	1.08
3Q20	0.69%	1.09
4Q20	0.68%	1.10
1Q21	0.66%	1.07
2Q21	0.66%	1.09
3Q21	0.66%	1.08
4Q21	0.64%	1.07
1Q22	0.64%	1.00
2Q22	0.66%	0.93
3Q22	0.67%	0.89
4Q22	0.69%	0.91

Subadvisor (if applicable, add rows as necessary)	Percentage of Portfolio
Nationwide Asset Management	100%

Participant Termination Restrictions:	Participant exchanges out of the Nationwide True Flex Contract will be subject to a 90 day equity wash when exchanged into a competing fund.
Plan Sponsor Termination Restrictions:	If the Plan Sponsor terminates the Nationwide True Flex Contract and withdraws its assets in a lump sum a market value adjustment (MVA) will apply. The MVA is the amount that Nationwide Life determines would be the net capital loss, if any, resulting to Nationwide Life if investments were liquidated to satisfy the lump sum withdrawal. For more information, including the specific MVA applicable to your contract please see your group annuity contract. If the Plan Sponsor withdraws its assets over a 12-month period (1 year) instead of in a lump sum,

	the MVA will not apply. There are no fees associated with early withdrawal at the participant level.

49. Can you recordkeep custom models on your recordkeeping platform? (Yes/No)

Yes

50. Do you offer a Guaranteed Minimum Withdrawal Benefit product? (Yes/No). If yes, provide a fund fact that includes pricing.

Yes

NCIT American Funds® Lifetime Income Builder target date series is designed to optimize growth potential and deliver lifetime income for a defined contribution plan. Each target date fund in the series is structure as a collective investment fund.

Deferred Income Annuity, a new Nationwide offering, is under development and will be introduced in the near future. We will share more product details as we near the introduction.

We have included the **NCIT American Funds Lifetime Income Builder Brochure** for your review.

51. If you offer a Guaranteed Minimum Withdrawal Benefit product, is it portable to other recordkeepers? (Yes/No) Please note known exceptions.

Yes, depending on the product. Income America 5forLife is portable between Nationwide and Lincoln Financial. Currently, Lifetime Income Builder is available on Nationwide's recordkeeping platform. Any other recordkeeper can adopt the solution by connecting to the middleware provided by Annexus. If a Lifetime Income Builder participant leaves the Plan, they have the option of leaving it in the Plan or rolling out to an IRA with the Nationwide Destination Income Variable Annuity. This annuity will continue all guarantees associated with the Lifetime Income Builder solution.

52. Can your system limit the participant to choose either an array of funds or a single model/target date fund? (Yes/No)

Yes.

53. Do you offer online advice? If so, is it coupled with managed accounts?

Yes. Nationwide makes investment advice available through My Investment Planner at no additional cost to participants or the City. The tool provides individualized investment advice using an investment process developed and maintained by Nationwide Investment Advisors, LLC who have selected Wilshire as the Independent Financial Expert. Participants 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.

No. My Investment Planner is not coupled with our managed account solution, Nationwide ProAccount.

a. Can the online advice be offered separately?

Yes.

54. Self-Directed Brokerage and Managed Accounts

Self-Directed Brokerage Accounts	
Brokerage Firm Name	Charles Schwab's Personal Choice Retirement Account
Fully integrated with your website and call center? (Yes/No)	No
Participants can permit outside advisors to access their brokerage account? (Yes/No)	Yes
Outside advisors' fees can be paid from the account? (Yes/No)	Yes
Require minimum amount of assets to be retained in core account before participants can invest in SDBA? (Yes/No)	Yes
Can Participants defer directly into SDBA? (Yes/No)	Yes
Managed Accounts	
Provider Utilized (e.g. , Morningstar, Ibbotson, etc)	Nationwide ProAccount® made available by Nationwide Investment Advisors, LLC.
Participants can load outside and/or spousal assets into the system to be used in planning/calculations? (Yes/No)	Yes

Transition Services Questions

55. Provide a high-level sample timeline for the transition, starting from when the contract is signed and ending with the lifting of the blackout period (or later if applicable to your transition process). Include major milestones for the payroll/technical aspects, the investment platform, mapping, and asset transfer, as well as key participant communication/education elements of the transition.

Upon award of the contract, a Transition Manager will be assigned to the City who will have overall relationship and functional management responsibilities throughout the process. Our team of Transition Managers have years of experience specifically at Nationwide and are FINRA Series 6 licensed representatives. Many also hold Project Management Professional certifications from the Project Management Institute of America.

Our first step will be to meet with the City after the notification to establish expectations, time frames, and responsibilities for Nationwide, the Plans, and the other current providers. Given the time and level of service we believe this consolidation requires, we have enclosed a conservative 16-week timeline, starting from the point you make formal award and provide written notification of termination to your current provider. After award, your Transition Manager will work with you and the other providers to determine the most effective timeline to provide the best experience for you and your participants.

1. PLANNING
• Negotiate and finalize contract & governing documents • Understand plan design • Receive first set of test files • Understand data & file layouts • Document payroll processes • Finalize investment lineup • Collaborate and finalize transition communication strategy (messaging, workshop schedule, etc.) • Set up Plan specific transition status portal
2. DESIGN, DEVELOP & TEST
• Forms • Reports • Investment setup

• Develop internal training • System feature build • System testing • Ongoing updates to transition portal
3. COMMUNICATION & FINAL CONVERSION PREP
• Integrated testing of all features, plan data • Conduct internal training • Mail transition communication • Transition workshops & relaunch plan • Solutions Center takes participant calls
4. CONVERSION
• Blackout • Mail account set up information • Liquidate assets • Transfer final data and assets • Receive and apply assets • Reconcile and validate • Website goes live

We have included a detailed **Transition Timeline** with our response for your review.

Communication/Education
All members of your ongoing day-to-day service team will be highly involved as part of the transition project team. This will include Executive Relationship Manager, Jim Keeler, Program Director, Matt Gayman, Relationship Consultant, Andrew Mertz, and Retirement Specialist, Ninoska Metcalfe.

We recommend a series of communications throughout the transition to help ease any concerns active participants and retirees may have regarding the new plan and features. Our communications are designed to inform your participants of the new provider, answer their most pressing questions, and direct them to the resources available for more information. Below are examples of initial communications and resources available to the City.

- **Transition Notice** – Several months before conversion, if desired, Nationwide will coordinate with the Plan to distribute a customized conversion notice to inform participants of what to expect, and what further communications and guidance they'll receive from Nationwide.
- **Transition Guide** – Nationwide will coordinate with the City to distribute a Transition Guide that provides a more in-depth guide to the transition. The Transition Guide introduces Nationwide to the City's participants and includes frequently asked questions, new Plan features, and benefits along with inviting them to attend workshops and consultations. The following key topics are addressed:

  - **About Nationwide**– informs participants that Nationwide has been selected as the new provider and gives a brief history of Nationwide and our dedication to assisting public sector employees to prepare for and live in retirement.
  - **Key Dates**– key dates such as when assets will be transferred, blackout date(s), and "go live" date are listed as well as instructions for steps participants can take along the way.
  - **Online Tools & Security**– introduces the Nationwide website and interactive tools designed to help participants understand their current situation and then determine what they can do next to achieve their goals. The guide also outlines how online access enhances the security of their account and helps protect them from phishing and other attacks.
  - **Withdrawals**– retirees currently receiving installment payments learn how future withdrawals will be handled throughout the transition period and moving forward.
  - **Transition Workshops**– a list of conversion workshops and webinars are provided to keep participants and retirees informed. Workshops encourage participants and retirees to stay active in their accounts and teach them about the new resources they have access to through Nationwide, such as the My Interactive Retirement Planner and the My Investment Planner.

- **Retirement Specialist**– introduces participants to their Retirement Specialist and how to set up a consultation.
- **Nationwide Solutions Center** – includes the toll-free number, information on hours, and expertise of team.

56. Can you accommodate a transfer of assets date on or around 02/15/2024? (Yes/No) If not, please provide an alternative date and the reason why.

Yes. Assuming we have 16 weeks from the City's approval.

57. How many days will the plan be in a blackout period?

The Nationwide portion of the blackout is typically one business day, as long as current providers deliver data and transfer assets to Nationwide according to required cutoff times.

Your current provider will likely also require several additional days of transaction hold in the final week of the transition process.

58. Will you provide a monetary penalty if any transition milestones are missed? (Yes/No). If yes, what amount will you put at risk?

Yes. Nationwide is willing to commit to a $10,000 at-risk guarantee toward completion of the transition project on or before the transition date mutually agreed upon.

59. Will you offer a dedicated transition manager?

Yes. Upon award of the contract, a Transition Manager is assigned to the transition. The Transition Manager will have overall relationship responsibilities throughout the process and will be the primary point of contact. Furthermore, all members of the ongoing day-to-day service team will be highly involved as part of the transition project team.

E. Service Level Agreements, Performance Guarantees, and Cyber Security

Service Level Agreements/Performance Guarantees

60. Have customer service available at minimum from 6am to 5pm MST

Confirmed.

61. Describe in detail how your system processes:

	System Process
Hardship distributions	Nationwide will review hardship and unforeseeable emergency withdrawal requests as directed by the Plan Document and pursuant to agreed-upon criteria, policies and procedures, and all legal requirements. Participants requesting an unforeseeable emergency withdrawal are required to complete the Unforeseeable Emergency Request form or submit the request online and provide evidence that the participant's situation satisfies the Plan's withdrawal requirements prior to the approval of any such requests. This evidence typically includes proof of loss in the form of bills, photos and/or estimates and a detailed accounting of current financial resources. Participants must also provide documentation that they have attempted to access all other asset sources to meet their need, that these attempts were unsuccessful and that there are no other means available. Once Nationwide receives an unforeseeable emergency withdrawal request, we process the claim within three business days, and funds are disbursed within two business days of approval.
Lump-sum distributions	Nationwide will process lump sum distribution requests typically within one business day of receipt, but no later than three business days, and withhold all applicable federal and, if applicable, state income tax from each payment. Where applicable, participants can 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. Nationwide does not require terminated and/or retired participants to take a lump-sum distribution of their account.
Systematic payments/installments	Nationwide processes systematic payments requests within three business days (distributions are typically processed within one business day) of receipt in good order and withholds all applicable federal and, if applicable, state income tax from each payment. Where applicable, participants can 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 can select from four options to receive systematic payments: • Fixed Dollar Payment • Fixed Period Payment • Life Expectancy / Joint Life Expectancy • Required Minimum Distribution Participants can designate the date of distribution for the systematic payments and may change or stop the distributions at any time.
Annuities	
Rollovers to another plan or an IRA	Once required paperwork is received to Nationwide in good order, a rollover check in the amount requested will be issued to the receiving institution for the benefit of the participant. A Letter of Acceptance from the receiving institution is required. Rollover requests are processed within three business days, assuming paperwork is in good order.
In-service transfers and rollovers into the plan	Once a participant has submitted the appropriate form in good order, Nationwide will process the request and issue a check or ACH distribution within 1 to 3 business days. We strive to process every request on the same business day it is received in good order.
Retroactive account adjustments	Nationwide will reimburse participants for amounts caused in part or whole by a Nationwide process or error. Upon identification of a processing error, Nationwide works with all parties involved to determine the best course of action to correct the error and communicate the correction options and timelines. If an error or delay occurs in the processing of any transaction, the corrections are made as of the date of the original request. If the error is due to a mistake on the part of Nationwide, the correction will be processed at our expense.

62. Describe how you process minimum distributions and the guidance your provide participants?

We monitor required minimum distributions (RMD) annually for all participants, spousal beneficiaries, non-spousal beneficiaries, alternate payees, and non-person account holders to ensure the appropriate rules are applied. Participants who are required to take an RMD are notified via mail and will then have the option to arrange the distribution at that time or wait for the distribution to be issued automatically.

We calculate the amount of the RMD by using the December 31st prior year balance and dividing it by the IRS life expectancy table, based on the given situation (i.e. participant, beneficiary, or alternate payee). If a participant fails to take the full amount of their RMD payment, we will automatically issue a supplemental payment before December 31st to ensure tax penalties are not incurred.

There are no additional fees for this service.

63. Describe how you process transfers/exchanges.

Participants may request exchanges via the participant website at their convenience or by contacting a Solutions Center Representative during normal business hours, Monday through Friday, 6 a.m. to 9 p.m. MT and Saturday 7 a.m. to 4 p.m. MT. Transactions requested before the close of the New York Stock Exchange are processed at that business day's closing price. All transactions requested after the close are processed the following business day.

Participants receive a message confirming that the transaction has successfully been submitted on the website. The message also includes the transaction confirmation number. Solutions Center Representative will confirm the successful completion of a request prior to the end of the call.

Confirmations will be available online or mailed to the address of record within two business days of processing the request.

64. Please complete the chart below with your service level agreements, if any. Please provide the dollar amount at risk for failing to meet these standards.

Nationwide will commit $10,000 annually towards performance guarantees and an additional $10,000 towards transition guarantees. We look forward to working with the City to mutually agree upon specific service guarantees and to allocate associated monetary risk amounts.

	Service Level Agreement	Dollars at Risk
Participant Services		
Average call center wait time per call	70% of calls answered within 30 seconds	$1,500 annually
Number of onsite individual meetings per year	100 individual consultations annually via a combination of virtual and onsite meetings. We are happy to discuss expectations with the City in greater detail to ensure we are meeting the needs of the City and your employees.	$1,500 annually
Number of onsite group meetings per year	12 group workshops annually We are happy to discuss expectations with the City in greater detail to ensure we are meeting the needs of the City and your employees.	$1,500 annually
Plan participation rate increases per year	To be determined by the City and Nationwide depending on what is important to the Plan Sponsor. Example(s): Participation Rate, Average Deferrals, Enrollments, Retirement Readiness Score, Digital Activation, etc.	TBD
Deferral rate increases per year	To be determined by the City and Nationwide depending on what is important to the Plan Sponsor. Example(s): Participation Rate, Average Deferrals, Enrollments, Retirement Readiness Score, Digital Activation, etc.	TBD
Participant statement mail date	Mailed within 15 calendar days of the end of the reporting period	$500 annually
Participant statement online posting date	Posted within 15 calendar days of the end of the reporting period	$500 annually
Plan Sponsor Services		
Number of days after quarter end for plan report	Processed within 30 business days of the end of the reporting period	$1,000 annually
Time to return plan sponsor phone calls	Within one business day	TBD
Annual plan sponsor training	Upon request	TBD
Administration		
Contribution reconciliation	Same business day if received in good order by 2 p.m. MT; next business day if received in good order after 2 p.m. MT	$1,500 annually if less than 99%

Contribution posting	Same business day if received in good order by 2 p.m. MT; next business day if received in good order after 2 p.m. MT	$1000 annually if less than 99%
Withdrawals paid	Processed within three business day of receipt in good order	$1000 annually if less than 99%
Rollovers and transfers out	Processed within three business day of receipt in good order	TBD
Processing of fund transfers	Exchanges received in good order by 2 p.m. MT will be processed same business day; next business day if received in good order after 2 p.m. MT	TBD
Transition		
Number of group meetings	12-14 group meetings conducted during the transition period and up to 60 days after the transition date, in any combination of virtual and in-person as mutually agreed by the City and Nationwide.	$2,500
Number of individual meetings	100 individual meetings conducted during the transition period and up to 60 days after the transition date, in any combination of virtual, in-person or phone as mutually agreed by the City and Nationwide	$2,500
Number of days in blackout	One (1) **With the assumption that the transfer of assets and final files occurs before the required cutoff times.*	$5,000

Cyber Security

65. Are participants verified when they call into the call center? (Yes/No) If yes, briefly describe your firm's approach to verifying each caller.

Yes. Nationwide has four points of required verification:

1. Account Number or Social Security Number
2. Name
3. Date of Birth
4. Address

Lastly, we ask for a final verification question from their account such as contribution rate. To supplement this question, we proactively ask that participants update their accounts with a more personalized security question. This question can be anything of the participant's choosing.

Additionally, we use a variety of sophisticated technologies and techniques to detect and deter unauthorized access to participant accounts and data. We periodically evaluate these practices, as well other evolving technologies, in response to new threats and changes in privacy regulation. Among those characteristics are:

- Domestic versus international point of origin
- Device type (cell, computer, landline)
- Legitimate carrier
- Volume of calls in a given time period

66. Are participants required to use multi-factor authentication for online access to the participant website? (Yes/No)

Yes.

67. Are Plan Sponsors required to use multi-factor authentication for online access to the Plan Sponsor website? (Yes/No)

Yes.

68. Are you able to securely maintain client confidential information; restrict plan and participant information only to those who need to provide services, software and hardware security, access controls, data back-up and storage procedures, security incident response procedures, and audit reviews?

Yes.

69. Briefly describe your data security process.

People

- More than 300 Nationwide associates are dedicated to data protection to monitor potential threats as soon as they occur. These professionals are responsible for the investigation and review of attempted data exfiltration to external devices and for enforcing compliance with Nationwide's Confidentiality Agreement and Information Security Policy.
- Nationwide associates are only granted the access necessary to do their jobs. An automated tool is used to maintain least-privileged access. The tool immediately revokes access upon termination, and Managers routinely review and approve their associate's access.

Process

- 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 NIST 800-53. 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.
- Nationwide applies encryption methodology that conforms to the NIST approved algorithms, key lengths, and related standards as outlined on the NIST website. Data which resides on all end-points, and laptops uses full disk encryption and we leverage Mobile Device Management (MDM) technology which allows for remote wipe and device encryption for all mobile end-points.

Technology

- Multi-factor authentication (MFA) is deployed on the Retirement Plans participant and business partner facing websites.
- Enhanced registration controls require entry of a unique case or account number for participant web profile registration.
- We offer Nationwide Account Lock, a feature that allows participants to prevent distributions from being taken from their retirement account until they unlock the account using a unique password.

70. How many system security breaches has your organization experienced in the last five years?

As a large financial services enterprise, Nationwide has experienced security incidents that could be considered security breaches as defined by state law, however, Nationwide's Retirement Solutions division has not identified any such incidents that indicate data exfiltration, system intrusion or misuse of participant data.

While no organization is entirely immune from attack, we monitor closely for threats and have protocols to guide our response and remediation in the event of this type of situation. How we respond, care for those impacted, and focus on prevention and detection remain our top priority. We take data security very seriously, employing industry standard practices to protect our systems and networks:

- **Dedicated Teams:** We have developed cyber defense strategies and solutions, within our Cybersecurity Operations Center (CSOC). The CSOC employs a team of security professionals and automated response tools to proactively monitor and protect our external and internal network perimeter 24 x 7 x 365. This team receives threat intelligence from a variety of sources and leverages advanced technologies to identify and respond to suspicious activity.

- **Response Process:** If the Security Command Center detects a security incident the team works cross-functionally with Nationwide's Event Management Program (EMP), which investigates security incidents, substantiates facts, and conducts legal analysis according to state and/or federal statutes, and contractual obligations.

71. Provide a copy of your most recent SOC I or SOC II report as a separate attachment.

We have included a copy of our 2022 SOC-1 and 2022 SOC-2 audit reports with our response for your review.

72. Do you have a regular independent audit of your cyber security process? (Yes/No). If yes, provide the name of the Auditor, the name of the audit package and if your system passed or failed.

Yes. Nationwide has independent cybersecurity assessments performed on a three-year interval. In 2021, Nationwide engaged Mandiant (a FireEye Company) to perform a Cyber Security Assessment which compared Nationwide to the Insurance and Financial Services industries. The results of this assessment are considered proprietary and not available for distribution.

Auditor	Mandiant
Name of Audit Package	Cyber Security Assessment
Did your system pass or fail?	Pass

73. Describe your system's back-up and data retention policies.

Nationwide has security standards in place that describe how personally identifiable information should be accessed, stored, and destroyed, or sanitized. Nationwide maintains its records in accordance with a Record Retention Schedule that is managed by the Records Management Department. The only exception to scheduled destruction of records is a notice of a retention hold. Notices of retention hold generally involve litigation, audits, or governmental investigations.

The Discovery Management Unit of the Office of the Chief Legal Officer is responsible for issuing the hold and identifying the types of records that must be maintained. Offsite records management entails managing closed/inactive records in partnership with Iron Mountain, Nationwide's preferred offsite records storage vendor. Closed/inactive records are boxed, and essential information about these records is entered into the Iron Mountain Connect (IMConnect) system. Boxes are then transported to a local Iron Mountain storage facility where they are retained until eligible for destruction. Boxes or individual files that require retrieval are requested through the IMConnect system.

74. Describe your disaster recovery policy and procedures.

To provide continuous service operations, Nationwide utilizes a Disaster Recovery program. Should business functions be interrupted by the loss of a primary business facility, associates would be relocated to an alternate site. In the event of a systems facility loss, applications would be redirected to their primary recovery location, which could be an alternate Nationwide facility or a remote recovery service provider. The hierarchical structure of the recovery plans includes the ability to address incidents that are department, facility, city, state or regional in nature.

75. Who has the ultimate responsibility/authority to make sure the recordkeeping system remains current with respect to laws, regulation, clients needs, etc.?

Nationwide holds the responsibility of updating our recordkeeping system to remain current to law, regulations, and client needs. Our system is upgraded monthly in order to enhance our system to meet client needs, industry changes, government regulations, and technology advances.

Important Disclosures

Endorsements
Nationwide Retirement Solutions (Nationwide) makes payments to the National Association of Counties (NACo) and the NACo Financial Services Center Partnership; the International Association of Fire Fighters – Financial Corporation (IAFF-FC); and the United States Conference of Mayors (USCM) for services and endorsements that NACo, IAFF, and USCM perform generally for all their members related to Nationwide's products and services sold exclusively in public sector retirement markets. More detail about these payments is available at www.nrsforu.com.

This response should not be considered an endorsement by NACo, IAFF-FC, or USCM of Nationwide Investment Advisors. LLC (NIA) or its provision of investment advice, or a reflection of any NACo, IAFF-FC, or USCM member's experience as a client of NIA. NIA is not a party to the endorsement arrangement between Nationwide and NACo, Nationwide and IAFF-FC, or Nationwide and USCM; and NIA has not engaged NACO, IAFF-FC, or USCM to solicit retirement plan participants as clients for Nationwide ProAccount®. Nationwide's payments made to NACo, IAFF-FC, or USCM are not affected by whether an entity's member chooses to include the Nationwide ProAccount® option in its deferred compensation plan or whether a plan participant elects the service.

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. For more detail about the payments Nationwide receives, please visit www.nrsforu.com.

Nationwide True Flex
The Nationwide True Flex℠ is a group fixed annuity contract issued by Nationwide Life Insurance Company that provides an interest rate that is determined quarterly. The Nationwide True Flex Contract currently does not have any explicit asset management charges. Nationwide Life's compensation and its cost and expenses are reflected in the contract's net crediting rate, as opposed to the gross crediting rate. The difference between the two represents what Nationwide Life earns on investments and what it credits plan participants as interest.

If the plan sponsor terminates the True Flex Contract and withdraws its assets in a lump sum a market value adjustment (MVA) will apply. The MVA is the amount that Nationwide Life determines would be the net capital loss, if any, resulting to Nationwide Life if investments were liquidated to satisfy the lump sum withdrawal. For more information, including the specific MVA applicable to your contract please see your group annuity contract. If the plan sponsor withdraws its assets over a 12-month period (1 year) instead of in a lump sum, the MVA will not apply. There are no fees associated with early withdrawal at the participant level.

Nationwide Fixed Elite
The Nationwide Fixed Elite is a group fixed annuity contract issued by Nationwide Life Insurance Company that provides an interest rate that is determined quarterly. The Nationwide Fixed Elite Contract currently does not have any explicit asset management charges. Nationwide Life's compensation and its cost and expenses are reflected in the contract's net crediting rate, as opposed to the gross crediting rate. The difference between the two represents what Nationwide Life earns on investments and what it credits plan participants as interest.
The crediting rate is determined by the investment return earned on Nationwide Life's portfolio, reduced by expenses (including compensation to Nationwide Life).

If the Plan Sponsor terminates the Fixed Elite Contract and withdraws its assets in a lump sum a market value adjustment (MVA) will apply. The MVA is the amount that Nationwide Life Insurance Company (NLIC), an affiliate and issuer of the Nationwide Fixed Elite Contract, determines would be the net capital loss, if any, resulting to NLIC if investments were liquidated to satisfy the lump sum withdrawal. The MVA is calculated using NLIC's current procedures applicable to all contracts of this type and class at the time of withdrawal. For more information, including the specific MVA applicable to your contract please see your group annuity contract. If the employer 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.

Retirement Resource Group
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.

Fiduciary Disclosure
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.

NIA/Nationwide 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.

Nationwide Account Pledge
Participants are required to submit an Affidavit of Forgery and a filed police report and fully cooperate with Nationwide in assessing the fraud.

The limitations and restrictions of Nationwide Account Pledge include, but are not limited to, the following:

- *The commitment does not cover losses that result from a participant's, their designee's, family member's, or acquaintance's negligence or fraudulent acts and/or sharing of information or account credentials with others.*
- *The commitment does not cover legal fees, expenses, or tax consequences, and/or indirect or non-monetary damages, incurred by the participant.*
- *Losses will not be covered when caused by a failure of an authorized third-party (e.g., the Plan Sponsor, a financial professional, administrator, consultant, etc.) with access to the account, but Nationwide will partner on resolution.*

Proposed Transition Timeline

for the City of Chandler, AZ Retirement Plans

Nationwide Retirement Solutions (NRS) has a dedicated staff of professionals to handle all transition and implementation responsibilities for the City of Chandler, AZ Retirement Plans.

Shown below is a high-level, proposed timeline for a transition to Nationwide as your exclusive provider. Given the level of customization and attention to detail we believe your plan deserves, the sample shows a conservative timeline of 16 weeks, which will be targeted to start after your award decision and written notification of termination to your current provider. Actual transition project duration will depend on factors such as level of cooperation from Current Provider(s), complexity, discovery (after opportunity to review plan documents and have deeper discussions with the plan) of new build or capabilities required, data quality, and others.

After award of the contract, our Transition Team will work directly with you to develop a more detailed transition plan to fit your needs and ensure the best experience and outcomes for you and your participants.

Target Completion	Activity	Assigned ● = Primary ○ = Support				
		NRS	Plan Sponsor	Consultant	Current Provider	SDO Provider
Pre-Transition						
Prior to beginning project	Provider selection award is made.		●			
	Begin contract and plan governing documents discussions.	●	○	○		
	Send written notification of termination to Current Provider(s).		●	○		
	Provide current plan governing documents (Adoption Agreement, Loan Procedures, etc).		●	○	○	
Week 1	Assemble transition team.	●	○			
	Meet with Plan representatives to gather details about the Plan and the Plan needs	●	○	○		
	Initial meeting with Current Provider(s).	●			○	
Weeks 1-2	Establish the timing and execution of the transition.	●	○	○	○	
	Determine participant communication strategy and timeline.	●	○	○		
Week 2	Provide full set of test files with conversion data.	○			●	
Weeks 2-3	Create a Communication Plan that addresses success criteria and executes on the communication strategy.	●	○	○		
Weeks 3-6	Discuss and resolve any conversion file/layout questions.	●			●	
	Discuss payroll file/processing needs in detail.	●	○			
Weeks 3-6	Design, develop and review initial transition announcement for participants (if applicable).	●	○	○		
Weeks 4-6	Coordinate workshop schedule and locations.	●	○	○		
Weeks 4-8	Design, develop and review enrollment and ongoing communication materials.	●	○	○		
Weeks 4-13	Design, develop and review all plan forms (as applicable).	●	○	○		
Weeks 4-16	Test conversion programs as needed.	●				
	Design, develop and test any feature build as determined by project scope and requirements.	●				
	Design and develop personalized website (if applicable).	●	○	○		
Weeks 5-10	Design and test payroll files and processes.	●	○			
Weeks 6-8	Send initial participant transition announcement (if applicable).	●	●	○		
	Open Solutions Center to address participant questions.	●				
Weeks 6-12	Obtain the Plan's approval on additional communication materials.	●	○	○		

Proposed Transition Timeline

for the City of Chandler, AZ Retirement Plans

Target Completion	Activity	Assigned ● = Primary ○ = Support				
		NRS	Plan Sponsor	Consultant	Current Provider	SDO Provider
Pre-Transition (Continued)						
Weeks 8-12	Test in-house programs (payroll, statements, feature build, vesting, as applicable).	●				
	Complete necessary fund builds (as applicable)	●	○	○		
Weeks 10-14	Test systematic participant communications (i.e. confirms, statements, etc.).	●				
	Conduct payroll processing tests.	●	○			
Weeks 11-12	Detailed participant communication including important upcoming dates and new plan benefits and features.	●	○	○		
	Refresh Solutions Center to address participant questions.	●				
Weeks 12-14	Execute Solutions Center training programs.	●				
	Finalize all plan forms.	●	○			
Weeks 12-16	Coordinate online access for Plan staff.	●	○			
	Conduct Transition Education workshops.	●	○	○		
Week 14-15 *	Begin blackout (no transactions will be processed).				●	
	Use blackout files to set up participant accounts.	●				
	Mail Account Setup confirmation letter to participants.	●				
Weeks 14-16	Coordinate setup activities for SDO accounts with Schwab (if applicable).	●				○
Transition						
Liquidation * date	Execute programs to liquidate participant accounts.				●	
One business day after liquidation *	Complete final reconciliation of final files and send to Nationwide.	○			●	
	Execute wires/shareholder account transfers (as applicable) for all balances to transfer assets.				●	
One business day after liquidation *	Receive financial data and load all balances to system.	●				
	Submit in-kind transfer request to current SDO provider (If applicable; typically takes 5-7 business days to complete).	●				○
Post-Transition						
Two business days after liquidation *	Validate and QC the applied assets.	●				
	Begin daily processing of plan, including activating VRU and web. Participant accounts are LIVE at Nationwide.	●				
	Notify the Plan of completion of transition.	●	○	○		
5 to 7 business days after transition	In-kind transfer should be complete and participants can begin trading in their SDO accounts (if applicable).	●				○
Within 30 days of end of the quarter	Mail first participant Statements.	●				
	Mail final participant Statements.				●	
Throughout year 1	Nationwide will implement the annual communication and education plan	●	○			

*Timing of these steps is tentative, dependent of the requirements of the Current Provider(s)

NIA PROACCOUNT DISCLOSURES

Nationwide®

Nationwide® is on your side

Rev. 01/2022

FACTS	WHAT DOES NATIONWIDE 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 chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Nationwide 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 1-800-882-2822 ext. 614-249-6485 or go to www.nationwide.com/privacy

Who we are	
Who is providing this notice?	Nationwide Financial Services, Inc., Nationwide Life, Harleysville Life, Nationwide Retirement Solutions, Inc., Nationwide Investment Advisors, LLC, Nationwide Fund Distributors, LLC, Jefferson National, and the Nationwide Family of Companies (collectively "NFS").
What we do	
How does Nationwide 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 Nationwide 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.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. *Our affiliates include nonfinancial companies, such as companies with the Nationwide name, such as Nationwide Mutual Fire Insurance Company 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: We are providing you this notice under state law. You may request to be placed on our internal Do Not Call list by sending 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; Nationwide, 1000 Yard Street GH-2D-OCA1, Columbus, OH 43212; 1-877-233-3370; privacy@nationwide.com.

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. Additional information concerning our privacy policies can be found at www.nationwide.com/privacy or call 1-877-233-3370.

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 nonaffiliates without your prior authorization as permitted or required by law. We may share your Information with insurance regulatory authorities, law enforcement, and consumer reporting agencies. Information we obtain from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others.

To request access to or deletion of your personal information, send a written letter to: Nationwide, 1000 Yard Street GH-2D-OCA1, Columbus, OH 43212. Include your name, address, and your policy, contract, or account number, and describe the information you wish to access or delete. You may correct inaccurate personal information by visiting Nationwide.com or calling your agent. We can't change information other companies, like credit agencies, provide to us. You'll need to ask them to change it.

California Residents: Learn more about your rights under the California Consumer Privacy Act by visiting www.nationwide.com/privacy.

NFN-1026AO.1

Nationwide®

Item 1 Cover Page

Nationwide Investment Advisors, LLC

10 West Nationwide Blvd

Mail Code: 5-02-301J

Columbus, OH 43215

March 30, 2022

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.

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 is available on the SEC's website at www.adviserinfo.sec.gov.

PNN-0242AO.29

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 February 14, 2021.

As of March 30, 2022, there are no material changes to NIA's brochure since its last update.

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.

ERISA -- In conjunction with offering investment advice for certain retirement plans subject to ERISA, NIA acts as an "investment manager" within the meaning of Section 3(38) of ERISA and as that term is used under 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.

Investment Advisory Services

NIA offers discretionary and non-discretionary investment advice programs to plan sponsors and participants of employee benefit plans that use a retirement program offered by an affiliate company.

NIA agrees that in performing any of its duties and obligations under its investment advisory agreements and any applicable amendments, NIA will act in conformity with all terms and provisions of those agreements 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.

Independent Financial Expert/Portfolio Strategist

NIA has hired Wilshire Advisors LLC ("Wilshire") as an Independent Financial Expert ("IFE") and Portfolio Strategist for its various investment advisory programs. 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 1,500 meetings each year to evaluate managers and management firms on quantitative and qualitative factors. Wilshire has over 45 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.

NIA employs an IFE or a Portfolio Strategist to assure that investment advice provided to its clients remains objective and unbiased to the extent that advice could impact products and services offered by NIA's affiliates or investment option service fee payments received by NIA affiliates. In addition, with respect to retirement plans subject to ERISA, use of an IFE is intended to avoid potential ERISA prohibited transactions.

As IFE, Wilshire develops and maintains model investment portfolios for ProAccount. With respect to ProAccount, the IFE considers all eligible investment options available when creating its model ProAccount portfolios. In its evaluation of these investment options, the IFE takes into account the range of asset fees associated with each investment option but does not consider the specific asset fees charged to each Client (defined below in section entitled "NIA Non-Discretionary Advice") account by providers of other products and services. 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.

The IFE has sole control and discretion over the development and ongoing maintenance of the ProAccount model portfolios, including periodic rebalancing and changes to asset allocation and fund selection. The IFE's investment process is designed to take into account the evolving investment needs of ProAccount clients (defined below in section entitled – ProAccount for Retirement Plans) over time, as well as varying tolerances for risk. Each ProAccount portfolio will undergo a progression of asset allocation changes over the course of a ProAccount Client's time horizon and in accordance with his or her risk profile and investment preferences as identified by information obtained from the ProAccount Client or by their plan sponsor/trustee. The IFE assesses the ProAccount portfolios at least quarterly to determine if reallocation or rebalancing is needed. More frequent reallocation or rebalancing may occur as determined by the IFE.

NIA is responsible for the selection and ongoing monitoring of the IFE and implementing allocation changes in ProAccount Clients' accounts. In certain circumstances, NIA may terminate the IFE and engage the services of a suitable replacement IFE for ProAccount without prior notice to affected plan sponsors or ProAccount clients.

The IFE provides its services directly to NIA and does not have a contractual relationship with any retirement plan authorizing ProAccount or any ProAccount Client. NIA is responsible for paying all fees and expenses charged by the IFE for its services.

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, FSB ("Nationwide Trust Company"). Under the Advice Program, plan sponsors appoint NIA to allocate and reallocate the plan assets in accordance with an investment strategy designed to meet the plan's investment objectives, selections, and preferences. 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"). 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 Program Questionnaire and selection of a Portfolio, NIA will establish the plan's advisory account under the Program, which NIA will manage in accordance with the Portfolio selected by the plan sponsor.

NIA Non-Discretionary Advice "My Investment Planner"

NIA provides non-discretionary investment advice to retirement plan participants (the "Client(s)") in certain retirement plans. This service may also be referred to as My Investment Planner. In addition to information about the Plan's investment policies and goals, NIA collects Client information, including financial risk-tolerance questions, which together form the basis for criteria used to suggest a model portfolio. 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.

NIA Nondiscretionary Investment Advice for Governmental Plan Sponsors "Smart Alliance"

NIA offers nondiscretionary investment advice ("Investment Fiduciary Services") for sponsors of governmental retirement or deferred compensation plans that offer participants a diverse set of investment options ("the Platform"). The Platform may also be referred to as Smart Alliance. The Platform includes both proprietary and nonproprietary mutual funds, collective investment trusts, stable value portfolios, and other investment options. NIA provides Investment Fiduciary Services with respect to the Platform in accordance with the Investment Policy Statement established by the plan sponsor, which may change from time-to-time, or other such information needed by NIA. The plan sponsor authorizes NIA to provide recommendations, monitor and evaluate from time to time the composition of the Platform. It is the sole responsibility of the plan sponsor to decide whether to follow any such recommendation. If the plan sponsor chooses not to follow NIA's recommendation, or if the plan sponsor follows it initially and later changes it without subsequent recommendation by NIA to do so, NIA will have no responsibility or liability for the results.

ProAccount for Retirement Plans

NIA offers a discretionary managed account service called Nationwide ProAccount ("ProAccount") that provides professional management of assets in participant directed or plan sponsor directed retirement plans. ProAccount offers individualized participant level investment advice, using a process designed to address the individual's investment objectives. NIA offers ProAccount to plan sponsors/trustees for the benefit of participants in retirement plans using custody services of affiliated (i.e., NLIC and Nationwide Trust Company) and non-affiliated custodians (collectively, the "Nationwide Retirement Program").

An investment advisory affiliate of NIA, Nationwide Securities, LLC ("NSLLC"), offers ProAccount to NSLLC clients whose retirement accounts are custodied at Nationwide Trust Company.

Electing ProAccount -- Plan sponsors can elect to make ProAccount available to plan participants as an additional service. The Plan Sponsor 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 plan participant seeking to enroll in ProAccount (each a "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 ProAccount Client may wish to place on the management of his or her retirement plan account assets. This information is used to create a ProAccount Client risk profile.

After NIA has accepted the ProAccount client's enrollment, NIA will place his or her account assets in an investment portfolio, which matches the risk profile and time horizon of the individual 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 reallocate and rebalance the ProAccount Client's assets in accordance with advice provided by the IFE based on changes in the ProAccount client's profile or current market conditions. NIA's investment discretion over ProAccount clients' assets is limited to implementing the IFE's investment advice, which NIA does not have authority to modify. ProAccount clients are encouraged to update their risk profiles whenever their financial situation, risk tolerance or time horizons change. Updates can be submitted by completing a new risk tolerance questionnaire or providing additional information using online tools provided by NIA and its affiliates.

Plan Sponsor Directed Enrollment into ProAccount

Where permitted by state law and as permitted under the documents establishing the plan, Plan sponsors of retirement plans administered by Nationwide may elect to have plan participants automatically enrolled into ProAccount. Through directed enrollment, plan participants receive written notice of the directed 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 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 ProAccount by entering into an investment advisory agreement with NIA and completing a ProAccount risk tolerance questionnaire, which allows for a more individualized risk-tolerance analysis and may result in the selection of a more customized portfolio.

In certain cases, where plan sponsors direct plan assets, they may elect ProAccount in connection with the management of employer-directed participant account assets. In these cases, the plan sponsor/fiduciary 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 of these plans 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 portfolio selected by the plan sponsor/fiduciary.

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 their account (e.g. self-directed brokerage accounts, individual stocks, employer stock, and certain Nationwide Life Insurance Company group fixed annuity contracts). The IFE may add to the list of eligible investments. The IFE may use the fixed annuity contracts issued by Nationwide Life Insurance Company when developing portfolios, if available. 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 ProAccount is designed to be a comprehensive investment solution, ProAccount clients must allocate their entire available account balance (i.e., all unrestricted assets eligible for investment) to ProAccount. Once enrolled in ProAccount, NIA implements the IFE's portfolio allocation instructions. While enrolled in ProAccount, Clients are not permitted to make investment allocation changes to their account assets managed through 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 account assets managed through ProAccount in violation of this restriction. ProAccount clients retain full inquiry access to their accounts and may still request and be approved for loans (as applicable) and take applicable distributions. NIA does not have authority to initiate or modify any distribution instructions from client accounts.

NIA does not have any duty, responsibility or liability for assets that are not part of the ProAccount Client's retirement plan account or employee benefit plan account being managed through ProAccount.

Upon termination of the ProAccount agreement by either party, the account holder's assets will remain invested in the ProAccount investments last allocated by NIA until the client makes changes to those allocations.

Total Client Assets under NIA management

The amounts below include the assets for *all* NIA advisory programs as of December 31, 2021.

- Amount of ProAccount Client assets under NIA *discretionary* management: $13,510,000,000.
- Amount of Client assets under NIA Investment Fiduciary Services: N/A.
- Amount of Client assets under NIA *non-discretionary* management: N/A.
  - 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 (Advice Program)

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 and Nationwide Life Insurance Company act as custodians for assets invested through the Advice Program and are 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 from Mutual Funds -- To the extent permitted by applicable law or regulation, companies affiliated with NIA (collectively, "Nationwide") 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 Nondiscretionary Investment Advice for Governmental Plan Sponsors "Smart Alliance"

Governmental plan sponsors that elect the Investment Fiduciary Services will be charged an investment advisor fee of up to 0.02% of plan assets annually.

All fees will be assessed, calculated, and deducted in the manner and frequency directed by the Plan Sponsor.

NIA Non-Discretionary Advice-Service "My Investment Planner"

NIA does not charge the Client a separate fee for the NIA Non-Discretionary Service.

ProAccount in the Nationwide Retirement Program

ProAccount clients in the Nationwide Retirement Program are charged a maximum annual fee of up to 1.00% of their ProAccount assets ("ProAccount Fee"). The applicable ProAccount Fee is shown within the ProAccount investment advisory agreement between NIA and each ProAccount Client. The ProAccount Fee is calculated daily based on the market value of ProAccount assets and payable at the end of each quarter. The 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 ProAccount Fee is negotiable at the plan level, and NIA may offer certain plans discounted ProAccount Fees or other promotional pricing. Factors NIA considers when negotiating the 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 Nationwide Life Insurance Company acts as custodian for assets invested through the Nationwide Retirement Program, including those assets being managed through ProAccount. The custodian is authorized to deduct any and all 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 ProAccount Fee, from the ProAccount Client's retirement plan account.

Payments by NIA to Service Providers -- NIA and its affiliates compensate affiliated and unaffiliated third parties for administrative services provided in support of 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 pay the third-party administrator ("TPA") of record, for the retirement plan through which ProAccount is offered, an annual fee of up to 0.25% of ProAccount assets for administrative services provided in support of ProAccount ("PPA Administrative Fee"). The PPA Administrative Fee is payable out of the 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 ProAccount Fee.

Compensation to Nationwide Representatives -- Investment adviser representatives of NIA are compensated for offering ProAccount and enrolling participants who have selected the service. Compensation may include a base salary and incentives based on plans adding 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 services in support of ProAccount may receive inventive 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 solicitors ("Solicitors") and market ProAccount to eligible plans and participants for whom 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 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 ProAccount Fee. However, ProAccount clients will not be charged this component of the ProAccount Fee if 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 ProAccount Fee (not to exceed the maximum of 1.00%).

NIA or its affiliates may also provide financial compensation to Solicitors for activities not related to the solicitation or distribution of 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.

Please see Item 10 for additional information regarding NIA's relationships with other Nationwide affiliates, including the Nationwide Funds Group.

ProAccount in Nationwide Governmental and Institutional Plans

ProAccount clients may be charged a maximum annual fee of 0.65% of their ProAccount assets ("ProAccount Fee"), according to the pricing schedule in the ProAccount investment advisory agreement between NIA and each ProAccount Client. The 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 ProAccount Fee is calculated daily based on the market value of ProAccount assets and payable at the end of each quarter.

The ProAccount Fee is negotiable at the plan level, and NIA may offer certain plans discounted ProAccount Fees or other promotional pricing. Factors NIA considers when negotiating the 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 Plans 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.

ProAccount assets are custodied by the applicable custodian to these Plans, which include both companies affiliated and nonaffiliated with NIA. The affiliated custodian is authorized by the Plan Sponsor to deduct any and all 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 ProAccount Fee, from the ProAccount Client's retirement plan account.

Compensation to Nationwide Representatives – Nationwide Retirement Specialists that offer ProAccount to retirement plan participants are registered as investment adviser representatives of NIA. Some of these individuals and their managers are compensated for offering 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 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 compensate affiliated and unaffiliated third parties for administrative services provided in support of 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.

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 advisory program offered by NIA.

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 Nondiscretionary Investment Advice for Governmental Plan Sponsors "Smart Alliance"

NIA will analyze the information relative to the investment options and will identify, evaluate, monitor, and recommend the investment that it believes should be included on or removed from the Platform. NIA employs an institutional investment process consisting of quantitative and qualitative methods to identify suitable investment options for the plan sponsor's consideration. The quantitative process is designed to identify investment managers that have demonstrated past success on a risk-adjusted basis. The qualitative process is designed to evaluate the investment manager's ability to continue that outperformance over full market cycles.

NIA Non-Discretionary Advice Service "My Investment Planner"

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.

ProAccount in Nationwide Governmental and Institutional Plans

For 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 Chief Compliance Officer of NIA is registered with affiliate broker-dealers, Nationwide Investment Services Corporation and Nationwide Securities, LLC.

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 ProAccount. NLIC may act as custodian for client assets invested through ProAccount. All NIA Board Members and several officers also serve as officers of NLIC.

- **Nationwide Trust Company, FSB**, ("Nationwide Trust Company") offers trust programs and trust services to retirement plans that have retained NIA to offer advisory services, including ProAccount, and the Advice Program. Nationwide Trust Company may act as custodian for client assets invested through ProAccount and the Advice Program. Several Officers of NIA also serve in similar capacities for Nationwide Trust Company.

- **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 ProAccount. One NIA Board Member and several officers also serve in similar capacities for NRS.

- **Nationwide Securities, LLC** ("NSLLC") is an investment adviser and a securities broker-dealer registered with the SEC and is a member of Financial Industry Regulatory Authority and the Municipal Securities Rulemaking Board. NSLLC may provide the My Investment Planner and ProAccount investment advisory services to its clients. Also, several NIA Officers serve in similar capacities for NSLLC.

- **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 for NIA also provide similar services on behalf of NFA.

- **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 ProAccount and the Advice Program. Several 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 for profit 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.

- **United States Conference of Mayors** – The official nonpartisan organization of cities with populations of 30,000 or larger.

- **National Association of Police Organizations** - A coalition of police unions and associations from across the United States.

NRS and/or NLIC make payments to Membership Organizations for the value of the use of the Membership Organizations' logos, their exclusive endorsement of Nationwide's products and services, and the services that the Membership Organizations perform generally for all of their members related to Nationwide's products and services.

This should not be considered an endorsement by the Membership Organizations of NIA or its provision of advice, or a reflection of any Membership Organization member's experience as a client of NIA. NIA is not a party to the endorsement arrangement between NRS/NLIC and the Membership Organizations. NIA has not engaged the Membership Organizations to solicit retirement plan participants as clients for ProAccount. Nationwide's payments made to the Membership Organizations are not affected by whether a Membership Organization's member chooses to include the ProAccount option in its deferred compensation plan or whether a plan participant elects the service.

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 investment advisory services described in this ADV make available investment options (mutual funds) offered through Nationwide Life Insurance Company's group annuity products and Nationwide Trust Company's retirement plan platform. Nationwide Life Insurance Company'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 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, NIA's offering of the 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.

Compensation to Affiliates from Investment Products – **Investment products in this section refers to such vehicles as "but not limited to" mutual funds, Collective Investment Trusts, and Fixed Account Products.** To the extent permitted by applicable law or regulation, companies affiliated with NIA (collectively, "Nationwide") receive compensation from investment products selected for ProAccount by the IFE.

The IFE may select investment products that are affiliated with Nationwide, in which case certain companies affiliated with NIA 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 investment products selected for 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 ProAccount, the IFE is solely responsible for selecting the investment products included in the portfolios. The IFE's fees for services provided under ProAccount are not related to the investment products it selects or otherwise influenced by the revenue NIA or its affiliates may receive from such investment products.

Please see Item 5 for additional information regarding compensation Nationwide companies receive from affiliated and unaffiliated investment products.

With Smart Alliance, officers of NIA, some of whom are parts of Nationwide funds group, recommend investment vehicles in alignment with the plan sponsor's investment policy statement which the plan sponsor or their fiduciary approved. The investment vehicles may include in certain cases Nationwide proprietary investment vehicles which may include compensation to Nationwide funds group or other Nationwide affiliates. It is the sole responsibility of the plan sponsor to decide whether to follow any recommendations including a recommendation for a Nationwide proprietary investment vehicle.

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 are made from mutual fund assets and reduce overall fund performance. Affiliates of NIA, as broker-dealers, 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 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 provides 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, quarterly notifications are sent with an explanation of these fees to each Advice Program Client with assets under management.

NIA Non-Discretionary Advice Service "My Investment Planner"

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.

NIA Nondiscretionary Investment Advice for Governmental Plan Sponsors "Smart Alliance"

NIA provides Investment Fiduciary Services with respect to the Platform in accordance with the Investment Policy Statement established by the plan sponsor, which may change from time-to-time, or other such information needed by NIA. The plan sponsor authorizes NIA to provide recommendations, monitor and evaluate from time to time the composition of the Platform. It is the sole responsibility of the plan sponsor to decide whether to follow any such recommendation. If the plan sponsor chooses not to follow NIA's recommendation, or if the plan sponsor follows it initially and later changes it without subsequent recommendation by NIA to do so, NIA will have no responsibility or liability for the results.

ProAccount in the Nationwide Governmental and Institutional Plans

NIA provides 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 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 and additional information provided 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 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 or additional information provided, the ProAccount Client's account will be managed in accordance with the portfolio that corresponds to the updated information. 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 or additional information provided by the ProAccount Client.

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 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 ProAccount in the Nationwide Retirement Program. Please see Item 5 for a description of NIA's arrangements with Solicitors.

Item 15 Custody

Nationwide Trust Company and Nationwide Life Insurance Company (for plan assets held in a group annuity), both of which are related persons of NIA, are custodians for the following Advice Programs: Advice Program for Plan Sponsors of Trustee Directed Retirement Plans, Nationwide ProAccount in Nationwide Retirement Program, and Nationwide ProAccount in Governmental and Institutional Plans. 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, Nationwide Life Insurance Company and NIA are under common control. Because a related person of NIA acts as the custodian, NIA is considered to have custody of these Advice Program assets. These custodians are authorized to deduct any and all Advice Program fees and remit those fees to NIA, when due, from an Advice Program client's retirement plan or participant accounts. The custodian charges a separate custody fee in addition to the Advice Program fee. 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.

For Nationwide ProAccount in Governmental and Institutional plans, the assets may be custodied by an un-affiliated third party.

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 "My Investment Planner"

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.

NIA Investment Fiduciary Services "Smart Alliance"

NIA provides Investment Fiduciary Services with respect to the Platform in accordance with the Investment Policy Statement established by the plan sponsor, which may change from time-to-time, or other such information needed by NIA. The plan sponsor authorizes NIA to provide recommendations, monitor and evaluate from time to time the composition of the Platform. It is the sole responsibility of the plan sponsor to decide whether to follow any such recommendation. If the plan sponsor chooses not to follow NIA's recommendation, or if the plan sponsor follows it initially and later changes it without subsequent recommendation by NIA to do so, NIA will have no responsibility or liability for the results.

Nationwide ProAccount in the Nationwide Retirement Program and the Nationwide Governmental and Institutional Plans

Plan sponsors that desire to make 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.

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 affiliated custodian 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 Nationwide Governmental and Institutional Plans

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. The affiliated custodians 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.

Item 19 Requirements for State-Registered Advisers

NIA is a federally registered investment adviser; therefore, state registration is not required.

Nationwide®

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 W. Nationwide Blvd
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Columbus, OH 43215
614-435-8371

Benjamin N. Hoecherl
10 W. Nationwide Blvd
Mail Code 5-02-208L
Columbus, OH 43215
614-435-8331

Nicole Derby
10 W. Nationwide Blvd
Mail Code 5-02-208L
Columbus, OH 43215
614-435-1344

Nationwide Investment Advisors, LLC
10 West Nationwide Blvd
Mail Code: 5-02-301J
Columbus, OH 43215
614-435-8371

March 30, 2022

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
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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:

Entity	Title	Effective Date	End Date
Nationwide Investment Advisors, LLC	President	1/2015	Current
Nationwide Life Insurance	VP, Business Development Retirement Plans	5/2014	Current

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
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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:

Entity	Title	Effective Date	End Date
Nationwide Investment Advisors, LLC	Chief Operations Officer	6/2015	Current
Nationwide Life Insurance	AVP Nationwide ProAccount	6/2015	Current

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.

Nicole Derby
10 W. Nationwide Blvd
Mail Code 5-02-208L
Columbus, OH 43215
614-435-1344

Nationwide Investment Advisors, LLC
10 W. Nationwide Blvd
Columbus, OH 43215
614-435-8371

Item 2 Educational Background and Business Experience

Name: Nicole Derby
Year of Birth: 1980

Formal Education after high school:

University of Iowa, Iowa City, IA	BA, 2003
Regis University, Denver, CO	MBA, December 2018

General business background during the last 5 years:

Director, Financial Services & Advisory Solutions. Development of business strategies for a suite of advisory solutions offering options to participants on evolving retirement plan needs.

Consultant, Nationwide ProAccount. Development of business strategies for individualized participant level investment advice, using an investment process developed and maintained by an Independent Financial Expert, which is designed to address the investment objectives of retirement plan participants.

Regional Vice President, Cetera Advisors. Development of business strategies for the long-term growth of Cetera Advisors.

Regional Vice President, Transamerica Financial. Development of business strategies for the long-term growth of Transamerica Financial.

Positions held during the last 5 years:

Entity	Title	Effective Date	End Date
Nationwide Investment Advisors, LLC	Director	3/2022	Current
Nationwide Life Insurance	Director, Fixed Services & Advisory Solutions	3/2022	Current
Nationwide Life Insurance	Consultant, ProAccount	8/2021	3/2022
Cetera Advisors, LLC	Regional Vice President	4/2019	12/2019
Transamerica Financial, Inc	Regional Vice President	8/2015	11/2017

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 Ms. Derby.

Item 4 Other Business Activities - N/A

Item 5 Additional Compensation

Ms. Derby 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 Ms. Derby's advisory activities on behalf of NIA, including her 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. Ms. Debry does not have individual discretionary authority over client accounts or participate in the delivery of investment advice to clients.