

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, November 1, 2023 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

Zoom Meeting Information on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **Public Comment**
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Agenda**
 - a. Minutes: August 2nd, August 16th Regular Meeting, August 16th Land Use Hearing, October 4th, 9:00 a.m. Meeting; October 4th, 1:30 p.m. Meeting
 - b. Sheriff's Association 2023-2026 Collective Bargaining Agreement
 - c. Application for Tax Refund, Amazon Data Services, Inc.
 - d. Third Amendment, Oregon Health Authority Intergovernmental Agreement #180024, Financing of Public Health Services
5. **Business Items**
 - a. Discuss Relocation of the Oregon-Idaho State Border (Justin Nelson)
 - b. Resolution No. R-2023-25: Approving an All-Terrain Vehicle Grant Application to Oregon Parks & Recreation Department (Greg Close)
 - c. Comment Letter to the Energy Facility Siting Council, Umatilla-Morrow County Connect Project (Tamra Mabbott)
 - d. Commitment of Columbia River Enterprise Zone III Distribution Revenue (Kevin Ince)
 - e. Resolution No. R-2023-26: Defined Benefit Retirement Plan Administration Contracts (Kevin Ince)
 - f. Classification Request, Finance Manager (Matthew Jensen & Kevin Ince)
 - ~~g. Public Health Officer Contract Amendment (Matthew Jensen)~~
 - h. Discuss November 15th BOC Meeting
 - ~~i. Discuss Commissioner Representative to the Eastern Oregon Jobs Council and the Eastern Oregon Workforce Board (Chair Sykes)~~
6. **Department Reports**
 - a. Juvenile Department Quarterly Report (Christy Kenny)
 - b. Road Department Monthly Report (Mike Haugen)
 - c. Sheriff's Office Monthly Report (Melissa Camarillo)
 - d. Justice Court Quarterly Report (Glen Diehl)
 - e. Finance Quarterly Report (Kevin Ince)
 - f. Administrator's Monthly Report (Matthew Jensen)
7. **Correspondence**
8. **Commissioner Reports**
9. **Signing of documents**
10. **Adjournment**

Agendas are available every Friday on our website (www.co.morrow.or.us/boc under "Upcoming Events"). Meeting Packets can also be found the following Monday.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lutcher at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Administrator, Matthew Jensen, 541-676-2529.

Zoom Meeting Information

<https://zoom.us/j/5416762546>

Password: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only Using Meeting ID 541-676-2546#:

- 1-346-248-7799
- 1-669-900-6833
- 1-312-626-6799
- 1-929-436-2866
- 1-253-215-8782
- 1-301-715-8592

Zoom Specific Notes:

- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute when you are called on.
- Morrow County provides the option for Zoom Translated Captions.
 - Instructions: <https://support.zoom.us/hc/en-us/articles/6643133682957-Enabling-and-configuring-translated-captions>
 - If you need further assistance, please contact Justin Nelson at jnelson@co.morrow.or.us

Morrow County Board of Commissioners Meeting Minutes
August 2, 2023
Morrow County Government Center
Irrigon, Oregon

Present In-Person

Chair David Sykes, Commissioner Jeff Wenholz, Commissioner Roy Drago Jr., Roberta Vanderwall, Valerie Ballard, Justin Nelson

Present Via Zoom

Staff: SaBrina Bailey-Cave, Mike Gorman, Yvonne Morter, Lindsay Grogan, Deona Siex, Erin Anderson, Jaylene Papineau, Melissa Camarillo, Stephanie Case; Non-Staff: Erika Lasater, JC Flint, Matt Jensen, Andrea Di Salvo, S. Thompson, Raymond Akers

Call to Order & Pledge of Allegiance: 9:00 a.m.

City & Citizen Comments: None

Open Agenda: No Items

Consent Agenda:

Commissioner Wenholz moved to approve the following items on the Consent Agenda:

1. *Minutes: July 19th*
2. *10th Amendment to Oregon Health Authority (OHA) Intergovernmental Agreement (IGA) #173145 for the Financing of Mental Health Services*
3. *OHA contract #180837 Tort Liability Coverage as a Provider for Psychiatric Security Review Board, effective July 1, 2023, and expiring July 1, 2025*
4. *2nd Amendment to Energy Facility Siting Council Special Advisory Group IGA 19-031, extending the effective date and duration to June 30, 2025*

Commissioner Drago seconded. Vote: Unanimous approval.

Public Hearing:

Community Development Block Grant Application – Umatilla-Morrow Head Start, Inc. (UMHS)

Dan Daltoso, Chief Operating Officer UMHS

Aaron Treadwell, Chief Executive Officer UMHS

Chair Sykes read the Umatilla-Morrow Head Start’s Community Development Block Grant Application public notice in its entirety.

Mr. Daltoso explained UMHS requested \$1.5 million in a Community Development Block Grant. The budget is a rough estimate and UMHS will cover additional costs exceeding the grant amount. Plans for the new building include modular construction and the Board was presented with examples of modern modular construction. The examples of modular buildings already in use do not look like typical modular building, but it is modular construction, he said. Modular construction is less expensive than stick-built construction and that is why they are considering modular construction for the building grant. A conditional use permit will be needed and architectural needs will be met for the facility, resulting in a building the community, City of Irrigon, and County can be proud of.

Commissioner Wenholz agreed with Mr. Daltoso that the building examples don’t look like typical modular buildings. Mr. Daltoso confirmed and further explained that the example

building has three classrooms and he would like the new building to be a cohesive addition and “what a school would look like typically.”

Mr. Treadwell noted modular construction looks very different from what it looked like 30 years ago and many design improvements have been made.

Chair Sykes asked for comments in favor, opposition, or neutral comment. None in-person. He called for comment from Zoom participants; no additional comments via Zoom.

Nick Ducote, contracted County grant writer commented via Zoom and offered additional clarification on the block grant program. The County is the grant applicant working with UMHS regarding what is needed. Chair Sykes conferred with Interim County Administrator Roberta Vanderwall who will work with future County Administrator, Matthew Jensen on the project.

Chair Sykes closed the hearing for public testimony.

Commissioner Drago said he believed it will be a good addition. Commissioner Wenholz asked County Counsel Justin Nelson if a motion was needed to move forward.

Commissioner Wenholz moved to approve the Community Development Block Grant application. Commissioner Drago seconded. Vote: Unanimous approval, motion carried.

Public Hearing:

Two Requests for Annexation into Heppner Rural Fire Protection District; and Order No. OR-2023-4:

Chair Sykes introduced Order No. OR-2023-4 Ordering the Annexation of Territory to the Heppner Rural Fire Protection District.

Mr. Nelson presented the staff report on two landowners who want adjacent property added within the fire protection district’s boundaries. Mike Gorman, Assessor/Tax Collector, confirmed the properties border the current fire district lines.

Chair Sykes opened the public hearing, and asked for public comment. No comments.

Commissioner Wenholz moved to approve Order No. OR-2023-4 Ordering the Annexation of Territory to the Heppner Rural Fire Protection District. Commissioner Drago seconded. Vote: Unanimous approval, motion carried.

Business Items

4-H Summer Intern Report

Grace Ogden, Oregon State University Summer Intern and second year student at Oklahoma State University studying Animal Science

Ms. Ogden presented a PowerPoint highlighting what she has done during her internship. Projects included Morrow County Fair preparation, assisting OSU Agronomist Larry Lutcher with experimental growing plots with the extension service, Ag in the Classroom with Heppner Daycare, and putting on the Cloverbud Rodeo and 4-H camp. Ms. Ogden was in Future Farmers

of America (FFA) while in high school and being able to work in Ag Education is “a dream come true.” The summer internship has provided industry connections and learning opportunities, she added.

Columbia River Heritage Trail Sign Report

Caren Cardenas, Student Intern, Planning Department

The project focuses on replacement of faded, damaged, and vandalized signs, stickers, metals, panels, and frames throughout the trail. Fifty new stickers and metals are being replaced by community and Amazon Web Services volunteers. Sites with interpretive panels have been vandalized, weather damaged, and otherwise illegible panels, but the frames are in good structural condition. Grants have been applied for and a Request for Proposals has been submitted with Sea Reach Ltd. designing replacement panels. Examples of illegible panels compared to the replacement images highlight the need for the new signs. Brochures will be available with QR codes that will take users to a map of the Columbia River Heritage Trail and will be available at local businesses and libraries. Completion is estimated for August 2024.

IGA with Amazon Data Services, Inc., Strategic Investment Program Distribution of Community Service Fee

Justin Nelson, County Counsel

Community Service Fee is set amount up to \$2.5 million per year broken up between taxing districts. County will receive a set amount up to \$500,000 and further distributed amongst the taxing district.

Commissioner Drago moved to approve the Intergovernmental Agreement for Strategic Investment Program (SIP) Distribution of Community Service Fee Under ORS 285C.609(6)/285C.623(6). Commissioner Wenzholz seconded. Vote: Unanimous approval, motion carried.

Public Health Update on Well Testing in Boardman and Irrigon

Robin Canaday, Public Health Director

Office of Resilience and Emergency Management canvassed Morrow County well users between July 17th and 25th. There were 676 homes contacted and 136 water samples collected for testing. Roughly 15% of affected county members are yet to be contacted and more data is being collected. State of Oregon will bring in toxicologists and epidemiologists for an open house to address questions and concerns of citizens on August 24th at Riverside High School with children’s activities and free school supplies. Morrow County has received support from Oregon Health Authority, as well as Umatilla County, which Morrow County has contracted with for environmental health. Commissioner Wenzholz suggested having a special meeting for approval of the IGA, if needed, before the next Board of Commissioners meeting on August 16th.

Introduction of new Executive Assistant to the Board of Commissioners, Valerie Ballard.

Department Reports

The following reports were provided:

- Road Department Monthly Report: Mike Haugen
- Assessment and Tax Quarterly Report: Mike Gorman

- Sheriff's Office Monthly Report: Melissa Camarillo
- Veteran's Service Quarterly Report: Stephanie Case

Correspondence: None submitted

Commissioner Reports

Each Commissioner provided a brief report of activity.

Recess until 10:30 for Executive Session

Executive Session

At 10:30 a.m., Chair Sykes read the following executive session citation: Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations

10:50 a.m.: Closed Executive Session

Chair Sykes asked for additional business. No further business.

Signing of documents

Adjourned: 10:52 a.m.

Morrow County Board of Commissioners Meeting Minutes
August 16, 2023
Morrow County Government Center
Irrigon, Oregon

Present in-Person

Chair David Sykes, Commissioner Jeff Wenholz, Commissioner Roy Drago Jr., Matthew Jensen, Valerie Ballard, Corey Sweeney, Kevin Ince

Present Via Zoom

Staff: SaBrina Bailey-Cave, Eric Imes, Justin Nelson, Lindsay Grogan, Sandi Pointer, Yvonne Morter; Non-Staff: Erika Lasater, George Shimer, Jonathan Smythe, Kaleb Lay, Matt McCaw

Call to Order, Pledge of Allegiance & Introductions: 9:00 a.m.

City & Citizen Comments: None

Open Agenda: No items

Consent Calendar

Commissioner Wenholz moved to strike two items from consent calendar: Minutes and County Letter to Oregon Energy Facility Siting Council, and approve the rest of the items.

1. Minutes
2. Public Works Out-of-State Travel Request for two employees to attend a pre-delivery inspection meeting in Iowa for the new paint truck
3. Law Enforcement Services Agreement with Ione School District; effective August 1, 2023 to the end of the 2023-2024 school year. School Resource Officer to work an average of 20 hours per week while school is in session; when not in session, the SRO will work for the Sheriff's Office. Total payment to Morrow County not-to-exceed \$25,000
4. Law Enforcement Services Agreement with Morrow County School District; effective August 1, 2023 to the end of the 2023-2024 school year. School Resource Officer will work an average of 40 hours per week in Irrigon while school is in session; when not in session, the SRO will work for the Sheriff's Office. A second SRO will work an average of 20 hours per week in Heppner while school is in session; when not in session, the SRO will work for the Sheriff's Office. Total payment to Morrow County not-to-exceed \$75,000
5. Letter to Oregon Facility Siting Council regarding Request for Amendment 1 to Site Certificate for Wheatridge Renewable Energy Facility East
6. Oregon Youth Authority Intergovernmental Agreement #15058, Juvenile Crime Prevention Basic Services; effective July 1, 2023 through June 30, 2025; not-to-exceed amount \$43,211

Commissioner Drago seconded. Vote: Unanimous approval.

Business Items

Resolution No. R-2023-20: Declaring Butch Knowles Day in Morrow County

Justin Nelson, County Counsel

Mr. Nelson introduced the resolution for Butch Knowles Day, scheduled for August 19, 2023 to celebrate and honor the achievements Mr. Knowles has made in professional rodeo.

Mr. Jensen inquired if the County will do a presentation, to which Mr. Nelson said he would reach out to the Fair and Rodeo to schedule a public presentation.

Commissioner Wenholtz moves to approve Resolution No. R-2023-20: In the Matter of Declaring August 19, 2023 as Butch Knowles Day for All of Morrow County. Commissioner Drago seconded. Vote: Unanimous approval.

Request for Need: Heppner Daycare

Jessica Britt, Director, Heppner Daycare

Anna Wedding, President, Heppner Daycare

Ms. Britt requested funding for the only certified daycare center in south Morrow County. Staffing and competitive pay are needed, and budget restraints have resulted in a shorter schedule.

Chair Sykes asked to confirm if Heppner Daycare is a non-profit, which Ms. Britt confirmed. Chair Sykes emphasized the need for Heppner Daycare and asked Morrow County Finance Director, Kevin Ince, if funding would come from COVID funds, which Mr. Ince confirmed. Chair Sykes asked Mr. Jensen to be on a committee with Ms. Britt and Ms. Wedding to present information to request additional funding. Commissioner Drago suggested American Rescue Plan Act (ARPA) short-term funding and to work on a long-term budget.

Commissioner Wenholtz moved to approve \$50,000 in 2023 and 2024 from ARPA funds. Commissioner Drago seconded. Vote: Unanimous Approval.

Columbia Development Authority (CDA) Quarterly Report

Greg Smith, Director; Debbie Pedro, CDA; Emily Collins, CDA

Mr. Smith gave an overview of where the CDA is today and how different the outlook has changed over the last five years. A strategic plan is being assembled to address resources available and limitations. Mr. Smith provided the example of limitations with water availability from the depot. Local municipalities cannot provide enough water for development and at least four companies want to relocate but cannot be accommodated. CDA has a \$1 million obligation letter of credit due in several months, preservation of cultural and agricultural sites are a priority and expenses are growing specifically with insurance and security needs.

Chair Sykes noted the current session is over and asked for an update to explain the effect on counties and requested Mr. Smith return with another update around December.

Boardman North Urban Renewal

Brandon Hammond, Boardman City Manager

Karen Pettigrew, Boardman City Councilor

Ms. Pettigrew wants to form a North Urban Renewal Agency to develop vacant land on the north side of Boardman to bring in additional tax money. Money is currently coming in from Strategic Investment Program and Columbia River Enterprise Zone agreements. Current projects are \$12 million and the total renewal project is \$27 million. Ms. Pettigrew said she hoped projects would be completed quickly and begin generating tax revenue from entities, and development will not impact personal property taxes.

Property Tax Refund for Justin Dale and Erin Jane Reed

Mike Gorman, Assessor/Tax Collector

Mr. Gorman said the request for refund for the 2019-2022 property tax years was due to a clerical error where wrong dimensions were entered on a new home and carried forward until the error was discovered.

Commissioner Wenholz moved to approve the Application for Refund from Justin Dale & Erin Jean Reed in the amount of \$8,499.12. Commissioner Drago seconded. Vote: Unanimous approval.

Paid Leave Oregon Update

Lindsay Grogan, Morrow County Human Resources Director

Ms. Grogan gave an overview of the Morrow County Paid Leave Oregon Policy regarding the State benefit program that begins September 3, 2023. The State and County will communicate together through the Francis program to monitor applications, approvals and rejections.

Commissioner Drago moved to approve the Paid Leave Oregon Policy. Commissioner Wenholz seconded. Vote: Unanimous approval.

Update from Umatilla County on Environmental Health Statistics in Morrow County and Proposed Increased Contract Amount

Robin Canaday, Morrow County Public Health Director

Joseph Fiumara, Umatilla County Public Health Director

Mr. Fiumara began reporting in 2019. There are statutory restrictions on money in the program. Money must stay within the County and the Food Safety Program. Costs are going up but there have been no fee adjustments since 2019.

Commissioner Wenholz moved to approve the request to increase the contract amount from \$15,840 per year to \$28,840 per year. Commissioner Drago seconded. Vote: Unanimous approval.

Second Amendment to Oregon Department of Human Services Intergovernmental Agreement #178249-2 (Water Deliveries)

Robin Canaday, Public Health Director

Ms. Canaday stated the original budget for water deliveries for those affected by nitrates in well water was \$7,000 per month and now needs \$10,000 per month.

Commissioner Wenholz moved to approve the Second Amendment to ODHS IGA #178249; effective June 30, 2023 to June 30, 2024; increasing the maximum not-to-exceed amount from \$76,000 to \$196,000. Commissioner Drago seconded. Vote: Unanimous approval.

Football Field Lease Agreement with Morrow County School District

Justin Nelson, County Counsel

Mr. Nelson presented the lease agreement as a continuation from what has been going on for decades. The school does regular daily maintenance on the field, with larger projects taken on by the County.

Commissioner Drago moved to approve the Football Field Lease Agreement; effective August 16, 2023 to July 31, 2023. Commissioner Wenholz seconded. Vote: Unanimous approval.

Discussion of Relocating Oregon-Idaho State Border

Justin Nelson, County Counsel

Mr. Nelson stated Morrow County is required to have a quarterly discussion on relocating the border between Oregon and Idaho. Matt McCaw, Greater Idaho spokesperson made himself available for questions and no questions from the Board or meeting attendees.

Break: 10:33-10:43 a.m.

Limited Services Agreement with LRS Architects for Improvements to the Fairgrounds

Matthew Jensen, Administrator

Morrow County received a grant of approximately \$1.3 million for fairground improvements. Improvements are planned throughout the fairgrounds, but specifically improving the dance hall, arcade room, and kitchen within the arcade room.

Commissioner Drago moved to approve the Limited Services Agreement with LRS Architects to provide Renovation Concepts and Preliminary Cost Estimates; effective for 60 days from the date of the Agreement; services anticipated to be completed by the end of October 2023; total fees \$14,800. Commissioner Wenholz seconded. Vote: Unanimous approval.

Ione Gas Site – Site Specific Assessment (SSA) Oregon Department of Environmental Quality (DEQ)

Matthew Jensen, Administrator

Mr. Jensen speaks on the Ione Gas Site, the location of a now defunct gas station in Ione and future development options such as turning the site into a parking lot. According to the report by Oregon DEQ, the site is still contaminated, but not to the level of impacting utilities or resources such as water.

Eric Imes, Public Works Director voiced concern that the County may be held liable for future site cleanup. Chair Sykes proposed having DEQ sign off to relieve Morrow County of future responsibility. Before any action is made, State laws will need to be reviewed.

Chair Sykes confirmed no action was required at this time, rather an informational overview and discussion.

State Child Support Grant

Justin Nelson, Morrow County District Attorney

Mr. Nelson stated funding is provided by a State grant to support employee and office functions.

Commissioner Wenholz moved to approve the Department of Justice Cooperative Agreement #23504, Child Support Services; effective when fully executed by all parties and expiring August 1, 2027. Commissioner Drago seconded. Vote: Unanimous approval.

Department Reports

- The Weed Department Quarterly Report was provided by Corey Sweeney
- The Treasurer's Monthly Report was presented by Jaylene Papineau
- The Planning Department Monthly Report was presented by Tamra Mabbott
- The Finance Department Quarterly Report and Accounts Payable Report were postponed to September 6th

Correspondence: None

Commissioner Reports

Brief reports of activity were provided.

Signing of Documents

Adjourned: 12:00 p.m.

DRAFT

Morrow County Board of Commissioners Land Use Hearing Minutes
August 16, 2023
Morrow County Government Center
Irrigon, Oregon

Present in Person

Chair David Sykes, Commissioner Roy Drago Jr., Commissioner Jeff Wenzholz, Valerie Ballard, Justin Nelson, Landon Jones, Tamra Mabbott; Non-Staff: Olivier Jamin, Lauren Garetto, Matt Hughart, Scott Neal, Greg Harris, Elaine Albrich, Misty Edgecomb, David Weymann, Martin Romo, David Shiflett, Bobby Hollis, Travis Sellers, Mike Alldritt, Corey Sweeney, Richard Peel, Mike Hughes

Present Via Zoom

Dan Kearns, Tess MacMorris, Dawn Hert, Susan Christensen

Call to Order: 1:02 p.m.

Chair Sykes made a call for abstentions or conflicts of interest; no issues raised.

Tamra Mabbott, Planning Department Director, said 274 acres of land is being proposed for rezoning from exclusive farm use to general industrial zoning in order to develop a data center. Two hearings were held at Planning Commission meetings, with the recommendation that the Board of Commissioners approve the request. Ms. Mabbott provided new items to add to the record. One Letter from the Oregon Department of Land Conservation and Development (DLCD), an e-mail from Mary Killian, and a letter from 1,000 Friends of Oregon.

Commissioner Wenzholz moved to add the additional documents and letters of opposition. Commissioner Drago seconded. Vote: Unanimous approval

Eric Imes, Public Works Director

Reviewing the road use agreement, Mr. Imes explained there is a road use agreement in discussion with chip sealing done before and after construction. There is presently an easement on Tower Road at mile post eight, however the County cannot provide road maintenance and the easement is the responsibility of Portland General Electric who has, thus far, been unresponsive.

Chair Sykes opened public hearing to applicants and proponents.

Bobby Hollis, Chief Commercial Officer, Rowan Digital Infrastructure

David Shiflett, Managing Director of Development, Rowan Digital Infrastructure

Martin Romo, Director of Economic Development, Rowan Digital Infrastructure

Mr. Hollis introduced himself and the purpose of Rowan Digital Infrastructure, which is to provide sustainable options for data centers

Mr. Shiflett described the proposed location for the data center as having no cultivation history in the last 100 years, with poor soil and irrigation and no water rights.

The data center will employ over 200 employees with salaries of \$75,000 and above, not including construction and other labor involved in the development of the center. They will also work with local schools to promote Science, Technology, Engineering & Mathematics (STEM) education and create relevant programs with the local community college. This will encourage younger citizens to stay in the area by providing tech jobs and boosting the economy. Steady revenue and employment will not be affected by current events or the pandemic.

Matt Hughart, Kittelson and Associates

Mr. Hughart explained Kittelson and Associates conducted a traffic study. There is low-impact with no mitigation or modification necessary for traffic, with an estimated 12-18 months for construction traffic. Post construction should see a 17% increase.

Commissioner Drago asked if the 17% increase was based off the traffic when the coal plant was in production, or after the coal plant closed. Mr. Hughart stated the 17% is based off current traffic numbers.

Commissioner Wenzholz noted traffic numbers sounded similar to the employee numbers of the old coal plant and shouldn't make a big difference to established traffic patterns.

Richard Peel, Senior Biologist, Environmental Resource Management (ERM)

Mr. Peel conducted the biological and ecological studies on the proposed site. ERM looked for listed species habitats and migration, as well as big game habitat, wetlands, floodplain, and avoiding those ecosystems. Mr. Peel did not find any listed species, but one big game summer range, but the site is still more than 20 miles from the winter range. The Department of Fish and Wildlife confirmed ERM's findings.

David Weymann, Soil Scientist/Civil Engineer, ERM

Mr. Weymann found the soil on the proposed site to be inhospitable. The soil is mapped at class 6-7 which is inhospitable due to being shallow, rocky, and with little water. While the site is within Columbia Valley American Viticultural Area (CAVA), this site would not be a good candidate for grape growing because of the droughty soil and lack of irrigation.

Tess MacMorris, Land Use Planner, ERM

Alternatives Analysis. The applicant identified eight siting criteria for why the project location works, access to infrastructure and electrical supply availability, access to water, land characteristics, environmentally sensitive resources and protected areas, road access, fiber network connectivity, land use and zoning, and financial feasibility.

Mr. Shiflett explained they are working with the Port of Morrow to have the Port supply water to the project. The water supply agreement begins with a design and engineering agreement and survey work is being conducted along Tower Road. Mr. Shiflett reviewed the planned water route.

Chair Sykes asked if construction of the data center is reliant on the Boardman to Hemingway Transmission Line being completed, to which Mr. Shiflett confirmed the project is dependent on the completion of the Boardman to Hemingway Line.

Addressing a concern by 1,000 Friends of Oregon regarding water availability: water provided by the Port of Morrow is potable water, while waste water will be dealt with on site.

The applicant's position is that they have provided sufficient evidence in the record as to why this is the best location for the data center.

Proponents Providing Testimony of Support

Corey Sweeney, Mayor, City of Heppner

Mr. Sweeney, along with the Heppner City Manager, met with Rowan and Hubble to go over the proposal and they feel that the data center would benefit the community members and the County itself.

Scott Neal, real estate executive

Greg Harris, Director of Farming, Threemile Canyon Farms

Threemile Canyon Farms is the landowner of the proposed location. PGE will route power to PacifiCorp who will build a substation on Threemile Canyon's property which would route power to the data center. He cited Space Age Industrial zoning on irrigated farm land, whereas the data center location is inhospitable to farming.

Susan Christensen, Executive Director, Greater Eastern Oregon Development Corporation

Ms. Christensen has provided written testimony in support of the project. The project will provide jobs in the community, and environmental review of the property shows it's a good location and not farmable. There is a program called "Get There Oregon" which is a carpooling program which can reduce traffic and "Get There Oregon" has been successfully used by Boardman Foods.

Rebuttal Against the Applicant

Dawn Hert, Regional Representative, DLCD

Ms. Hert stated that DLCD has provided two letters of opposition to the proposed data center location and included potential alternative sites for the data center. The DLCD does not believe proper surveys were conducted and building inside an Urban Growth Boundary would be preferable. Additional review is needed, in their opinion, and would like to look into alternative sites.

Break: 2:35-2:42 p.m.

Rebuttal from Applicant

Ms. Albrich asked for time for response to DLCD's letter by August 30th, for the next Board of Commissioners meeting on September 6th.

Mr. Shiflett reviewed the power flow analysis conducted by Rowan Digital Infrastructure, noting that most of the Interstate-84 corridor is constrained for capacity. Other proposed locations, such as the Chemical Depot cannot provide adequate power and the title was not available. Due to various constraints, various locations did not meet the needs of the Data Center at the time studies were conducted.

Ms. Albrich asked if DLCD wanted to submit additional rebuttal, to which Ms. Hert of DLCD would like the opportunity to reply and to evaluate the alternatives.

Chair Sykes closed the public testimony part of the Hearing at 2:54 p.m.

Commissioner Wenholz moved to keep the record open for the applicant to submit written testimony and rebuttal to the DLCD letter and the 1,000 Friends letter to August 30th, 5:00 p.m., submitted by, and to continue the hearing to September 6, 2023 at the Bartholomew Building in Heppner at 9:00 a.m. Commissioner Drago seconded. Vote: Unanimous approval.

Adjourned: 3:00 p.m.

Morrow County Board of Commissioners Meeting Minutes
October 4, 2023, 9:00 a.m.
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair David Sykes, Commissioner Jeff Wenholz, Commissioner Roy Drago Jr., Matthew Jensen, Roberta Lutcher, Valerie Ballard, Tamra Mabbott, Kevin Ince, John Bowles, Brian Snyder, Steve Freeland, Sue Gibbs, Lindsay Grogan, Robin Canaday, Mike Haugen

Present Via Zoom

Sandi Pointer, SaBrina Bailey Cave, Rose Kylo, Mike Gorman, Deona Siex, Jaylene Papineau, Yvonne Morter, Ronda Fox, Justin Nelson, Stephanie Case, Bobbi Childers. Non-Staff: Richard Hernandez, Daniel Kearns, Kelly Doherty, Andrea DiSalvo

Call to Order & Pledge of Allegiance: 9:00 a.m.

City & Citizen Comments: Sheriff John Bowles introduced the new Emergency Manager, Steve Freeland.

Open Agenda: No items

Consent Agenda:

Commissioner Wenholz moved to approve the following items in the Consent Agenda:

1. *Minutes: September 20th & 25th*
 2. *Order No. OR-2023-5: In the Matter of Appointing Members to the Morrow County Board of Property Tax Appeals. David Sykes appointed as a member of the County Governing Body Pool and Ed Rollins and Don Russell as members of the Non-Office-Holding Pool and the Chairperson Pool. Terms shall be October 15, 2023 to June 30, 2024. David Sykes is appointed as the Chairperson of the Morrow County Board of Property Tax Appeals until June 30, 2024.*
 3. *Corrected Application for Tax Refund, Alto, formerly known as Pacific Ethanol*
- Commissioner Drago seconded. Vote: Unanimous approval.*

Business Items

Umatilla County Nolin Hills Project Appeal, Amicus Brief Update

Justin Nelson, County Counsel

Mr. Nelson explained Umatilla County asked Morrow County to consider writing an amicus brief supporting their argument that local planning and land use laws should be respected by the Energy Facility Siting Council when approving a project, such as the Nolin Hills Wind Power Project. He said attorney Daniel Kearns has assisted the Planning Department with land use law and he submitted an estimate for the brief.

Mr. Kearns talked about the scope of work and the estimate to draft the brief – up to \$10,000. Discussion.

Commissioner Wenholz moved to approve joining in on the amicus brief on the Nolin Hill Project, with a budget up to \$10,000. Commissioner Drago seconded. Vote: Unanimous approval.

Amended Health Officer Contract

Justin Nelson, County Counsel

Mr. Nelson said this was not ready for today's meeting but he anticipated it would be in a few weeks.

Community Counseling Solutions Quarterly Report

Kimberly Lindsay, Executive Director

Ms. Lindsay's report included:

1. The Optum Health Services Innovation Company Site Review Audit Letter
2. Warmline Funding – Ms. Lindsay will draft a letter of support to Governor Tina Kotek's Office for the Board's consideration at a future meeting
3. 100 Best Non-Profits Report
4. Bilingual Pay Policy
5. Kids Program Facility Update
6. Acute Care Program Update
7. CCS Newsletter

Amendment to Personnel Policy: Paid Leave Oregon

Lindsay Grogan, Human Resources Director

Ms. Grogan said the State amended the statute as follows (the language being removed has been struck through):

"Use of Accrued Leave to Supplement Paid Leave Oregon Benefit

Paid Leave Oregon benefits will not provide the majority of employees with 100% of their gross regular wages, so employees receiving PLO benefits, may choose to supplement their PLO benefits with other available paid leave such as accrued paid leave [sick, vacation, comp time, float, admin leave, etc.]. ~~up to 100% of the employee's regular gross wage. When PLO Benefits and supplemental employer compensation are added together, the amount paid cannot exceed the employee's regular gross bi-weekly wage."~~

Commissioner Wenholz moved to approve the amended Paid Leave Oregon Personnel Policy. Commissioner Drago seconded. Vote: Unanimous approval.

Department Reports

The following reports were provided:

- Human Resources Quarterly Report by Ms. Grogan
- Public Health Quarterly Report by Robin Canaday
- Sheriff's Office Monthly Statistics Report was reviewed, followed by an oral report by Undersheriff Brian Snyder
- Road Department Monthly Report by Mike Haugen
- Fair Office Quarterly Report by Sue Gibbs
- District Attorney's Oral Quarterly Report by Mr. Nelson
- Administrator's Monthly Report by Matthew Jensen

Correspondence

- Two notices from the City of Heppner regarding proposed land use actions.

- Land Use Public Hearing Notice from the City of Boardman – Lamb Weston plant's proposed expansion.
- Letter from the Morrow County Livestock Growers opposing the proposed Circuit Court Building location. Mr. Jensen said he planned to contact the organization's representative to say the County was working to alleviate their concerns.

Commissioner Reports

The Commissioners provided reports of recent meeting activity, etc.

Chair Sykes said there was an Executive Session at 1:30 but there were no plans to take any action at its conclusion.

Signing of Documents

Adjourned: 11:30 a.m.

Morrow County Board of Commissioners Meeting Minutes
October 4, 2023, 1:30 p.m.
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair David Sykes, Commissioner Jeff Wenholz, Commissioner Roy Drago Jr., Matthew Jensen, Roberta Lutcher, Bob Blackmore

Call to Order: 1:31 p.m.

Chair Sykes read the following Executive Session citation:

Executive Session: Pursuant to ORS 192.660(2)(h) to consult with legal counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed; pursuant to ORS 192.660 (2)(f) to consider information or records that are exempt by law from public inspection under ORS 192.355(1), which is communications within a public body of an advisory nature; and pursuant to ORS 192.660(2)(f) to consider information or records under ORS 192.355(9), which is information the disclosure of which is confidential or privileged under Oregon law, including under ORS 40.225, lawyer-client privileged communications.

Pursuant to ORS 192.192.660 (4), representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced.

3:47 p.m. – Closed Executive Session: No Decisions

Adjourned: 3:48 p.m.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Please see attached contract for signature for the Board of Commissioners. As a reminder, this was ratified by the Commission on September 20th.

Minutes from 9/20/23:

Commissioner Wenholz moved to ratify the Collective Bargaining Agreement with the Morrow County Sheriff's Office Association, as affiliated with Teamsters Local Union No. 223, with the authorization for the Board to sign the contract at a later date with the condition there will be no material changes on the bargained Articles. Commissioner Drago seconded. Vote: Unanimous approval

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

Suggested action to sign the attached labor contract.

* Attach additional background documentation as needed.

MORROW COUNTY
SHERIFF'S ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT

+++++

Expiration - June 30, 2026

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PREAMBLE

This Agreement is entered into by Morrow County, Oregon, hereinafter referred to as the "County," the Morrow County Sheriff's Office Association, as affiliated with Teamsters Local Union No. 223, hereinafter referred to as the "Association," and/or "Union/Association" and is intended to cover those items described in 243.650 (PECBA) for the bargaining unit hereinafter described.

The parties agree as follows:

ARTICLE 1 - RECOGNITION

The County recognizes the Association, as affiliated with the Union, as the sole and exclusive collective bargaining representative of all the employees covered by this Agreement as defined by ORS 243.650 (PECBA).

The bargaining unit covered by this Agreement shall consist of all regular and probationary employees, employed for 20 hours or more per week whose job classification titles appear in the addendum hereof. Temporary and any other employees exempt from collective bargaining as defined by State statute shall be excluded.

A temporary employee under this Article is an employee hired to perform a specific project for a definite period of time not to exceed 11 months or to replace a bargaining unit employee who is on leave due to disability, for child care or other reason for the duration of such leave.

ARTICLE 2 - UNION SECURITY and RIGHTS

2.1 Association Membership. All employees covered by the agreement are considered members of the bargaining unit. Employees have the right to join the Association at their own election.

2.2 Checkoff.

A. The County agrees to honor and abide by the terms of any authorization agreement between the Union/Association and a bargaining unit member regarding deductions for dues, fees, assessments, or other authorized deductions to the Union/Association and its affiliated organizations and entities. The Union/Association shall certify to the County in writing the category and amount of money for each category to be deducted. The County will deduct the authorized monies per the County's procedures within each and every month.

B. The Union/Association will provide authorization forms for the County to distribute to employees upon request by an employee. The Union/Association will have opportunity during new employee orientation meetings (when held) to provide employees with authorization forms. In the event a bargaining unit member has questions about the terms of the authorization agreement, the County will advise that member that the authorization reflects an individual agreement between that member and the Union/Association and direct that member to the Union/Association to have those questions addressed.

C. The Union/Association will hold the original authorization agreement and will provide a copy which the County will retain in the employee's personnel file. Deductions shall begin the first full pay period following receipt of the written, signed authorization agreement by the County. The authorization shall remain in effect until and unless an employee revokes the authorization in the manner set forth in the authorization agreement.

D. The Union/Association will indemnify, defend, and hold the County harmless against any claims made and against any suit instituted against the County as a result of any County action taken pursuant to the provisions of this Section, excluding the costs of County's defense to enforce this indemnification provision which shall be the responsibility of the County. The Union/Association and the County each agree to reimburse any monies paid or not paid in error within 30 days of notification of such error.

E. All monies deducted pursuant to employees' authorizations will be forwarded to the Union/Association with an itemized statement at no cost to the Union/Association immediately (within up to three days) after every payroll.

2.3 Paid Work Time to Perform Certain Union/Association Activities.

A. In accordance with ORS 243.798, the County shall allow designated Union/Association representatives reasonable time to engage in the following activities during work hours and at the County's facilities, without loss of compensation, seniority, accrued leave or other benefits:

1. Investigate and process grievances and other workplace-related complaints.
2. Attend investigatory meetings and due process hearings.
3. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings, and other proceedings before the Employment Relations Board.
4. Act as a representative for the purpose of collective bargaining.
5. Attend labor-management meetings (Section 2.6) held by a committee composed of County representatives, employees, and representatives of the Union/Association to discuss employment relations matters.
6. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees at orientation or at any other meetings that may be arranged for new employees.
7. Testify in a legal proceeding in which the designated Union/Association representative has been subpoenaed as a witness.
8. Perform any other duties agreed upon by the County and Union/Association in this Agreement or another agreement.

The County may not reduce an employee's work hours in order to allow reasonable time to engage in the activities listed above, except to prevent the employee from working unauthorized overtime hours.

B. For purposes of this Article, "designated representatives" includes Union/Association executive board officers and their designees as selected by the Union/Association; the representatives may also be referred to as "stewards" and the Union/Association will identify those representatives in writing to the County.

C. When feasible, designated representatives shall provide their immediate supervisor with notice of the need to perform the activities listed

above. There may be situations in which both parties agree that the circumstances do not require advance written notice.

D. The County shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed above. However, a designated representative may request that their schedule be adjusted to allow the designated representative to perform the activities above during paid work hours; such requests are subject to operational needs and staffing levels. By way of example, a designated representative working night shift will be allowed to adjust their schedule to day shift as necessary to perform Union/Association activities.

E. The parties recognize that bargaining may occur outside of normal work hours. Designated representatives who attend a bargaining session outside of normal work hours shall be permitted to flex their normal work hours on the day of the bargaining session in order to attend the bargaining session on paid work time.

2.4 Access to County Facilities and Equipment

In accordance with ORS 243.804, the County shall provide the Union/Association reasonable access to bargaining unit members.

A. The County shall provide the Union/Association with no less than thirty (30) minutes and up to one hundred twenty minutes (120) to meet with new bargaining unit employees without undue interference. Such meeting shall occur within 30 calendar days from the new employee's date of hire. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the meeting.

B. The Union/Association shall be permitted reasonable access to meet with employees during the employees' regular work hours at their regular work location to investigate and discuss grievances, workplace-related complaints, and other matters relating to employment relations, without loss of compensation or benefits to any employee, including any designated representative attending the meeting.

C. The Union/Association shall have the right to use the County's facilities to conduct Union/Association meetings.

D. The County's electronic mail system may be used by the Union/Association for Union/Association-related communications including communications related to collective bargaining, investigation of grievances or other disputes relating to employment relations, and governance of the Union/Association.

E. The Union/Association may meet with employees as describe above at a time and place set by the Union/Association, provided that the meetings do not interfere with the County's operations.

F. Union/Association Representatives. Upon proper pre-notification, bona fide non-employee representatives of the Union/Association shall have access to the premises of the County during working hours to conduct Association business as long as County operation are not unduly interrupted.

2.5 Right to Receive New Hire Information

A. In accordance with ORS 243.804, the County shall provide the Union/Association with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit:

- The employee's name and date of hire.
- Contact information including: cellular, home and work telephone numbers, personal and work electronic mail addresses; and home or personal mailing address
- Employment information including the employee's job title, salary, and worksite location.

B. The County shall provide the information within 10 calendar days from the date of hire for newly hired employees, and every one-hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.

2.6 Labor and Management Meetings.

The County and the Union/Association each agree to hold labor and management meetings when requested by either party at a mutually convenient time and place to discuss any matters pertinent to maintaining good employer/employee relationships. Each party may have at least two representatives at such meetings.

2.7 Bulletin Boards.

The County agrees to provide adequate space on a bulletin board in the Sheriff's Office and at each outside office/annex for use by the Union/Association. The space at each location shall be no less than is currently allocated. All materials posted thereon by the Union/Association shall be on Association or Union letterhead stationery or otherwise clearly identified as originating from the Association or Union.

2.8 Statute Reference Regarding Time and Access. The minimum time and access referenced in this Article provided to the Union/Association shall be "reasonable", per ORS 243.798 and ORS 243.804.

ARTICLE 3 - MANAGEMENT RIGHTS

Except as otherwise specifically limited by the terms of this Agreement, the County retains all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part of it.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

- A. To determine the services to be rendered to the citizens of the County.
- B. To determine and to follow the County's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions, and policies of the department in which the employees in the bargaining unit are employed.
- D. To close or liquidate any office, branch, operations or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities so long as such action is not in violation with the provisions of this Agreement or implemented in an arbitrary, capricious or discriminatory manner.
- E. To manage and direct the workforce, including but not limited to, the right to determine the methods, processes, and manner of performing work; the right to make work assignments; the right to hire, promote and retain employees; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
- F. To determine the need for a reduction or an increase in the workforce.
- G. To establish, revise and implement the standards for hiring, classification, promotion, quality of work, safety, materials, and equipment.
- H. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- I. To contract or subcontract work. However, in the event the County decides to contract out work traditionally done by the bargaining unit,

the County, will, upon timely Association notification, meet with the Association to bargain the impact pursuant to the Public Employee Collective Bargaining Act.

- J. To assign shifts, workdays, hours of work and work locations.
- K. To designate and to assign all work duties.
- L. To determine the need for and the qualifications of new employees, transfers and promotions.
- M. To discipline or discharge an employee for just cause as provided in Article 7 herein.
- N. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training and to assign employees to such duties for such periods to be determined by the County.

ARTICLE 4 - STRIKES AND LOCKOUTS

4.1 No Strike. As long as this Agreement remains in force, the Association or its members as individuals or as a group will not participate in any strike, work stoppage, slowdown or other restriction of work against the County. Violation of this Article shall fulfill just cause requirements for disciplinary action under the provisions of the discipline article herein.

4.2 Association Obligation. In the event of a strike, work stoppage, slowdown, picketing or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, during the life and duration of this Agreement, the Association and Union will immediately, upon notification from the Sheriff or the County governing body, attempt to secure an immediate and orderly return to work.

4.3 No Lockout. There will be no lockout of employees in the unit by the County as a consequence of any dispute relating to the provisions of this Agreement.

ARTICLE 5 - SETTLEMENT OF DISPUTES

5.1 Procedure. Any dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement defined as a grievance shall be settled in the following manner:

STEP 1. The affected employee or employee representative shall communicate the grievance orally or in writing to the employee's most immediate supervisor not within the bargaining unit within 14 calendar days of the occurrence of the grievance or the date the employee knew or should have known, whichever shall occur later. The supervisor shall have 14 calendar days in which to respond to the grievance.

STEP 2. If the grievance is not resolved it may, within 14 calendar days of completion of Step 1 procedures, be presented to the Sheriff. Such presentation shall be reduced to writing and shall specify County action or inaction which is the cause of the grievance, the specific Article or Articles and Section(s) or paragraph(s) thereof alleged to have been violated and the remedy sought. The Sheriff will have 14 calendar days in which to make a response in writing to the grievance.

STEP 3. If the grievance remains unresolved, it may, within 14 calendar days of completion of action at Step 2 hereof, be submitted to the Board of Commissioners by submission of all memoranda and materials submitted or received at previous steps of this grievance procedure. The Board of Commissioners shall have 21 calendar days in which to respond to the grievance.

STEP 4. If the grievance is still unsettled after completion of Step 3, , and if the grievance involves discipline of a law enforcement officer (as defined in ORS 131.190), the moving party agrees to request an arbitrator consistent with Oregon Law (currently ORS 243.808) in accordance with the process established by the Employment Relations Board with simultaneous notice to the other party and within ten (10) working days after the conclusion of the above-applicable grievance steps.

If the grievance is still unsettled after completion of Step 3 and if the grievance does not involve discipline of a law enforcement officer (as defined in ORS 131.190), the Union may, within 14 calendar days of the written response of the County governing body under Step 3, submit the matter to final and binding arbitration as provided herein. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within 14 calendar days from the request for arbitration the parties are unable to agree upon an arbitrator, the Oregon Employment Relations Board shall be requested to submit a list of 13

arbitrators. The party chosen by a coin toss shall strike the first name and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for a hearing which is agreeable to both parties.

For all grievances, expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify or detract from this Agreement.

Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

5.2 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- a) If the grievant or Association fails to respond in a timely fashion, the grievance may be filed and processed to Step 2 of the grievance procedure. The grievance will not be subject to arbitration and the Sheriff's response at Step 2 will be final and binding.
- b) If the County at any step fails to respond in a timely fashion, the grievance shall proceed to the next step.

The periods specified in this Article may be extended or modified only by mutual consent.

5.3 Determination of Merit. The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedure which it believes lacks sufficient merit.

ARTICLE 6 - PROBATIONARY PERIOD

Every new employee shall serve a probationary period of 18 months, except that employees who possess the applicable Oregon DPSST certificate at the time of hire, shall serve a probationary period of 12 months. During the probationary period, the County shall have the right to discharge an employee for any reason, and the employee shall not have recourse to the provisions of Article 5 - Settlement of Disputes hereof. Except as provided for herein and elsewhere in this Agreement, probationary employees shall be subject to all provisions of this Agreement. Leave without pay and layoff time shall not be credited towards the probationary period and other time periods specified in this Article.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

7.1 Standard. No employee shall be disciplined or discharged except for just cause. Oral warnings are not considered to be discipline and may not be protested through the grievance procedure.

7.2 Probationary Period. This article shall not apply to any employee on probation as defined in Article 6 - Probationary Period.

7.3 Imposition. If the County has reason to discipline an employee, the County shall make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

7.4 Due Process. In the event the County believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- a) The employee shall be notified in writing of the charges or allegations that may subject them to discipline.
- b) The employee shall be notified in writing of the disciplinary sanctions being considered.
- c) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing.
- d) At their request, the employee will be entitled to Association representation at the informal hearing.

7.5 Just Cause Standards. For the purpose of this agreement, except the definition and application of just cause for law enforcement officers (as defined in ORS 131.930) is subject to ORS 236.350, ORS 243.808, OAR 265-005-0010, and applicable State law, just cause shall be determined in accordance with the following guidelines:

- a) The employee shall have some warning of the consequences of their conduct unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate.
- c) The County must conduct a reasonable investigation.

- d) It must be determined that the employee is guilty of the alleged misconduct or act.
- e) The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operation.
- f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

ARTICLE 8 - HOURS OF WORK

8.1 Hours & Work Week. The regular hours of work each day shall be consecutive and include paid rest and meal periods. The regular workweek shall consist of not more than 5 consecutive workdays with 2 consecutive days off, or 4 consecutive workdays with 3 consecutive days off if a 4/10 schedule is adopted. Forty hours shall constitute a week's work.

8.2 Work Schedule. Work schedules indicating any change in the hours and days to be worked shall be communicated to the employee 72 hours in advance or all-time worked outside the originally scheduled work hours shall be paid at the overtime rate in accordance with 13.4 Overtime. 'Communicated' shall be defined as a call to the employee's personal phone or in-person contact. The foregoing shall not apply when a change in work schedule without 72 hours advance notice is due to inclement weather, an "Act of God" or other circumstance over which the County exercises no direct control or could not have reasonably anticipated.

8.3 Meal Periods. Subject to operational requirements on that specific date, each employees shall be granted up to $\frac{1}{2}$ hour paid meal period while on duty. In the event a duty period is extended for a total of more than 14 continuous hours, an employee shall be granted a second paid meal period.

8.4 Rest Periods. Subject to operational requirements on that specific date, each employee shall be allowed a paid 15-minute rest period during the first half of his/her shift and a second paid 15-minute rest period during the second half of his/her shift. In the event a duty period is extended for a total of more than 10 hours, an employee shall be granted a third paid 15-minute rest period. In the event a duty period is extended for a total of more than 14 hours, an employee shall be granted a fourth paid 15-minute rest period.

Whenever reasonable with supervisor approval, employees may combine rest periods and meal periods.

8.5 Expression Breaks. In addition to the breaks previously listed, employees who need to express milk shall be granted reasonable breaks in accordance Sheriff's Office Policy 1030.3 (as of September 8, 2023). The County shall designate an appropriate location (not a bathroom) for the expressing of milk. Employees are eligible for expression breaks until their child reaches 18 months of age.

ARTICLE 9 – HOLIDAYS

9.1 Full-Time Employees In lieu of holidays, each full-time employee shall receive 8 hours credit holiday time off for each full month. All paid time, including vacation and paid sick leave, shall be counted as hours worked for purposes hereof. All accrued but unused holiday time off shall be paid in cash at the employee's regular straight-time hourly rate with the employee's first paycheck in December and with the last pay for the fiscal year. Upon termination of employment, all accrued holiday time off shall be paid in cash at the employee's regular straight-time hourly rate.

9.2 Part-time Employees Part-time bargaining unit members shall receive prorated credit holiday time off, consistent with the conditions set out in Section 9.1 above, based on the average number of hours worked in the six (6) month period preceding the bi-annual holiday payday.

ARTICLE 10 - SICK LEAVE

10.1 Accrual. Employees shall be credited with .0462 hours of sick leave for each hour worked (approximately 1 day per month) for full-time employees to a maximum of 960 hours (120 days). Holiday, vacation and sick leave time provided it was paid for as if worked, will be counted as hours worked for purposes of this Section.

10.2 Utilization. Employees who have completed one (1) full calendar month of employment may apply accumulated sick leave.

Sick leave that is properly utilized shall not be used against any employee for purposes of performance evaluation, selection for special assignments or promotion.

Sick leave may be used for any of the following reasons, consistent with allowable uses under ORS 653.616, as amended, which include:

a. For an employee's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care.

b. For care of a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care.

c. To care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability.

d. To care for a family member with a serious health condition,

e. To recover from or seek treatment for a serious health condition of the employee that renders the employee unable to perform at least one of the essential functions of the employee's regular position.

f. To care for a child of the employee who is suffering from an illness, injury or condition that is not a serious health condition but that requires home care or who requires home care due to the closure of the child's school or child care provider as a result of a public health emergency.

g. To deal with the death of a family member by attending the funeral or alternative to a funeral of the family member; making arrangements necessitated by the death of a family member, or grieving the death of a family member. Prior to using accrued sick leave for each of the purposes in this sub-section, employees may utilize Bereavement Leave in accordance with Article 12.6 – Bereavement Leave.

h. To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault or stalking.

i. To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to or harassment or stalking of the eligible employee or the employee's minor child or dependent.

j. To obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault or stalking.

k. To obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent.

l. To relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent.

m. In the event of a public health emergency pursuant to ORS 653.616(6).

Beyond the allowed uses provided by law, sick leave may also be used:

- By donating accrued sick time to another employee in accordance with the County's policy for sick leave donation (see Hardship Leave),
- When an employee is quarantined as determined by the County Health Officer.

In accordance with OAR 839-007-0000, family member means the employee's spouse or domestic partner; child or the child's spouse or domestic partner; parent (or is in a relationship of in loco parentis) or the parent's spouse or domestic partner; sibling or stepsibling or the sibling's or stepsibling's spouse or domestic partner; grandparent or the grandparent's spouse or domestic partner; grandchild or the grandchild's spouse or domestic partner.

10.3 Verification/Certification of Sick Leave. If an employee takes more than three consecutive scheduled work days of sick time for a purpose listed in Section 10.2 a-1, or if the County suspects the employee is abusing sick time, the County may request verification or certification of the need for leave, in accordance with ORS 653.626.

10.4 Notification. Employee shall provide notification of the use of sick leave in accordance with ORS 653.621(e) and the Sheriff's Office Sick Leave policy (as of September 8, 2023). When use of sick leave is foreseeable, the employee shall provide no less than 10 days advanced notice of the leave to their supervisor, or as soon as otherwise practicable. When the use of sick leave is unforeseeable, the employee shall provide notice to their supervisor as soon as practicable and must comply with the Sheriff's Office's Sick Leave policy (as of September 8, 2023) for requesting or reporting time off. The employee will ensure contact is made with their supervisor when sick leave is used.

10.5 Termination of Benefit. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason, except as provided by pension guidelines and the County will ensure unused sick leave is utilized to the maximum benefit to the employee upon retirement under the employer's specific retirement plan.

10.6 Limitations. No County employee shall be entitled to sick leave pay while absent from duty due to the following causes:

Inability to properly perform required duties because of intoxication;

Injury or illness for which the employee is or should be eligible for Workers' Compensation insurance benefits by reason of employment with an employer other than the County;

An on-the-job injury or illness for which the employee is eligible for Workers' Compensation insurance benefits as determined by SAIF. However, if such time loss injury is for less than 14 days, the employee shall be eligible for sick leave

benefits for the day of the injury and the following 2 days. The County shall also continue to provide for medical, life, and long-term disability protection as though the employee were working for the duration of the temporary disability.

ARTICLE 11 -VACATIONS

11.1 Accrual. Vacation shall accrue in accordance with the following table:

<u>Years of Service</u>	<u>Accrual Rate Per Hour</u>	<u>Approx. Annual Accrual</u>
0 to 4	.0462	12 days
5 to 9	.0539	14 days
10 to 14	.0616	16 days
15 to 19	.0692	18 days
20+	.0769	20 days

All service credited for vacation accrued purposes must be continuous. In all cases, the actual accrual will be based upon hours actually worked, not an annual equivalent. Holiday, vacation and sick leave time provided it was paid for as if worked will count as hours worked for purposes of this section.

Vacation in the form of time off or cash payment shall not be granted to employees until after six months of service have been completed.

11.2 Maximum Accrual. The maximum number of hours of accrued vacation time that an employee shall be allowed to maintain shall be limited to 300 hours. Any employee who has accumulated 300 hours shall have no additional vacation time credited to his/her account until such time as his/her accumulated vacation time drops below 300 hours. However, if the Sheriff has, due to operational conditions, denied an employee's vacation request, the Sheriff shall, upon request of the employee, allow vacation to accumulate beyond the 300-hour maximum for a 90-day period.

11.3 Scheduling. Employees shall be permitted to request either a split or a single vacation. Vacation time shall be scheduled with the employee's supervisor. However, each employee will be permitted to exercise seniority only once each year. The Sheriff shall have the final determination of vacation times based on operations. To utilize vacation, an employee shall notify his/her supervisor of his/her scheduling request in writing on a form furnished by the Sheriff at least 2 weeks but not more than 6 months prior to the start of the requested vacation. Notwithstanding the forgoing, by mutual agreement between an employee and his/her

supervisor, vacation may be requested and approved outside of the timelines above. The supervisor will approve or deny the request within 5 working days of receipt thereof.

11.4 Work During Vacation Period. Any employee who is required to work during vacation period shall be paid for all hours worked at the rate of one and one-half (1^{1/2}) times his/her regular rate of pay for the entire period of the originally scheduled vacation provided, however, such vacation had been previously approved in advance in accordance with the provisions of 11.3 Scheduling. The employee's vacation with pay shall be rescheduled to a future period.

11.5 Payment Upon Termination or Death. Upon termination or death of a regular full-time employee who has completed at least six months of employment, compensation for all accumulated vacation shall be paid to the employee or his/her heirs

ARTICLE 12 - LEAVES OF ABSENCE

12.1 Protected Leaves (including OFLA/FMLA/PLO). Employees must use all accrued paid leave (such as vacation, holiday, sick leave, etc...) before going on unpaid leave status, unless prohibited by law.

Utilization of protected leaves such as OFLA, FMLA, and Paid Leave Oregon, will be at the choice of the employee.

Leave without pay will be approved in accordance with federal and state family leave laws. However, employees who have been employed by the County for more than 5 years will have an additional 90 days available upon request subject to operational needs as determined by the supervisor.

12.2 Other Leaves Without Pay. A leave of absence may be allowed at the discretion of the County.

A returning employee will not replace current employees but shall be placed in the first available opening in the position they took leave from.

12.3 Jury Duty. Regular full-time employees shall be granted leave with full pay, computed on the basis of 8 or 10 hours pay (as appropriate) at the employee's regular straight-time hourly rate, any time they are required to report for jury duty or jury service. Employees who are required to work a schedule other than day shift shall be allowed to flex their schedule to day shift during their jury service to ensure equal treatment for time off to serve on jury duty. An eligible employee shall endorse any jury fee (excluding mileage and meal allowances) to the County as a condition to the receipt of jury pay. If an employee is excused or dismissed from jury duty or service prior to noon, he/she shall promptly report for work. Any employee required to appear in court in connection with or arising from his/her duties with the County shall also be subject to the above provision provided that any employee appearing on behalf of an action against the County or on behalf of the Union shall receive such time off but shall not be compensated therefor.

12.4 Witness Duty Leave. Employees who are subpoenaed to testify in non-work-related legal proceedings must present a copy of the subpoena served on them to their supervisor for scheduling and verification purposes no later than 24 hours after being served. To cover absences from work, employees may request a schedule adjustment per Article 13 (flex time) or may use any available vacation time to cover their absence from work. Employees must use all accrued paid leave before going on unpaid leave status. If the employee does not have any accrued paid leave, the employee may apply for a leave of absence.

12.5 Domestic Violence Leave. Employees who need time off for Domestic Violence leave may request a schedule adjustment per Article 13 (flex time), may use any available vacation time to cover their absence from work, or may use sick leave in accordance with Article 10 if the absence is an allowable use under ORS 653.616 (Oregon Sick Time Law) to cover their absence from work. Employees must use all accrued paid leave before going on unpaid leave status, unless prohibited by law. If the employee does not have any accrued paid leave, the employee may apply for a leave of absence.

12.6 Bereavement Leave. Upon the death of a member of the employee's immediate family as defined below, employees shall be granted up to 40 hours of paid Morrow County Bereavement Leave, and may be followed by up to 40 hours of Accrued Sick Leave while off work due to OFLA (Oregon Family Leave Act) Bereavement. Immediate family member means any relative who has for the past year resided continuously in the household of the employee and mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, grandparents, grandchildren, stepparents, and stepchildren.

12.7 Paid Leave Oregon. If the County participates in the Paid Leave Oregon (PLO) program, it will apply to all members of the bargaining unit. The County will comply with the applicable laws and rules.

Employees will have the choice whether or not to apply for PLO. The County and the Union/Association recognize eligibility is determined by the State of Oregon

Upon request by the employee, an employee shall be allowed to utilize their accrued leave (of their own choice), to compensate for the difference between their state issued PLO benefits and their normal rate of pay received from the County, up to the maximum amount allowed by law.

If the County opts out of the PLO program, the County and the Union/Association agree to bargain the effects of the County's equivalent plan. In accordance with law, any equivalent plan must provide benefits that are equal to or greater than the benefits PLO.

12.8 Administrative Leave. Administrative Leave is when the County relieves an employee from job duties for non-disciplinary reasons. Employees on administrative leave shall continue to receive their regular pay and all benefits and accruals which normally would have been earned during their regularly scheduled shift(s) and all time on Administrative Leave will be considered time

worked for all purposes. With reasonable notice, the employee may be required to be available for investigations and interview.

ARTICLE 13 COMPENSATION

13.1 Wages. Employees shall be compensated in accordance with the wage schedule attached as an Addendum to this Agreement and which is hereby incorporated into and made a part of this Agreement and employees shall also be paid all other compensation per this Agreement for which they qualify including but not limited to incentive pay and longevity pay.

In 2023, Morrow County developed a new County-wide Master Pay Scale. The Master Pay Scale includes Pay Grades and Pay Steps. Upon ratification, all classification titles will be changed to match those below, but the noted DPSST certification levels are not part of the classification titles.

Bargaining unit employees employed on July 1, 2023, and employed on the date of ratification will receive retroactive wage increases to July 1, 2023 based on the employee's new (upon ratification – by both parties) Pay Grade and Pay Step. Canine Handlers will also receive retroactive compensation for incentive pay to July 1, 2023, but all other incentives or differential increases will be effective the first pay period after ratification.

Pay Grades for classifications covered by this Agreement shall be:

<u>CLASSIFICATION</u> (with DPSST Certification Level Noted)	<u>PAY GRADE</u>
Deputy Sheriff	20
(Intermediate Certificate)	21
(Advanced Certificate)	22
Parole & Probation Officer	19
(Intermediate Certificate)	20
(Advanced Certificate)	21
Communications Dispatcher	15
(Intermediate Certificate)	16
(Advanced Certificate)	17
Work Crew Supervisor	16
Civil and Records Deputy	15
Administrative Assistant	15

The Initial 2023 Pay Step Placement: Initial Step placement on the Master Pay Scale is based on the employee's current rate of pay. At a minimum, an employee's current base wage rate will be increased by 5%, and will be rounded up to the next Pay Step and will be awarded an extra step within the Pay Grade of the employee's classification.

After that calculation (after the 5% increase, the rounding-up to the next Pay Step and the awarding of an extra step), all employees who are then at Pay Step 7 or above will be awarded another extra step within the Pay Grade of the employee’s classification as an Equity increase.

Each employee shall be on a Pay Grade and Pay Step in the Wage Scale, and this shall be the employee’s base wage rate. Any incentive pay or other pay increase shall be applied on top of the base wage rate.

Advancement on the Wage Schedule: Employees will advance Steps on the wage schedule on the one-year anniversary date of the placement at their current Grade. Movement to a different Pay Grade due to an employee receiving an Intermediate or Advanced DPSST certification will also result in the employee moving one Step higher on the Step scale at the same time as the Pay Grade advancement (the employee will move up both the Pay Grade scale and the Pay Step scale). Achieving a higher Pay Grade due to DPSST certification is not a promotion or a job classification change.

b. Wage Increases in 2024 and 2025

Effective July 1, 2024 and July 1, 2025, the base wage rates in the Wage Schedule shall increase based on the Consumer Price Index - U.S. City Average for All Urban Consumers for All Items prepared by the Bureau of Labor Statistics, with a minimum increase of two percent (2%) and a maximum increase of five percent (5%).

The increase will be calculated on the average of the monthly increases for the prior calendar year, rounded to the nearest 10 tenth. For example, if 2023 the monthly increases are as follows:

CPI	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023	6.4	6	5	4.9	4	3.8	3.5	3.2	3	2.8	2.7	2.5

then the annual increase on July 1, 2024 would be 4.0%

c. Ratification Bonus.

Bargaining unit employees employed on the date of expiration for the prior agreement (June 30, 2023) and on the date of ratification will receive a one-time lump sum bonus of \$2,000. The ratification bonus will be paid on the County’s second pay date after

ratification to all employees who qualified, regardless of employment status on the date of payment.

13.2 Placement on the Wage Schedule for New Employees.

Placement of New Hires. Except for Lateral Hires, new employees will normally start at Step 1 on the wage schedule.

Placement of Lateral Hires. A Lateral Hire is a newly hired employee who is already certified by Oregon's Department of Public Safety Standards and Training (DPSST) in their job classification (such as Deputy, 911 Communication Dispatcher, or Parole and Probation Officer). The Sheriff may, at their discretion, start Lateral Hires up to the top step of the wage schedule and Lateral Hires will be prescribed all incentive pay, certification pay and benefits consistent with the Lateral Hire's qualification and years of experience in their field.

13.3 New Classification. When any position not listed on the salary schedule is established, the County shall designate a job classification and pay rate for the position. If the position is appropriate to this bargaining unit, the Association shall be notified and shall be afforded an opportunity to meet and interim bargain. If the Association and County cannot agree on a rate for the classification, the Association may submit the issue to interest arbitration under ORS 243.698.

13.4 Overtime. Employees shall be compensated at the rate of time and one-half (1.5) the employee's regular rate of pay for work under the following conditions:

- a) All work performed in excess of 8 hours in any workday for employees working a 5/8 schedule and 10 hours in any day for employees working a 4/10 schedule.
- b) All work performed in excess of 40 hours in the established workweek of Monday at 12:01 a.m. through Sunday at midnight.
- c) All work performed on the sixth or seventh day of work in a regular work week or when a 4/10 workweek is in effect, all work performed on the fifth, sixth or seventh day in a regular workweek.
- d) All work performed during hours not scheduled at least 72 hours in advance except as provided in 8.2 Work Schedule.

Overtime pay shall not be paid when shift trades are mutually agreed between employees. The County must approve all shift trades.

13.5 Spousal Notice. The County will continue to assist in the notification of employee spouses when overtime not scheduled in advance is worked.

13.6 Flextime Agreement (FTA) as an exception to paid overtime. By mutual agreement between the employee and the supervisor, an alternative to the regularly scheduled day or workweek may be worked. A “flexed” schedule may change the starting and/or ending time of one or more workdays and may change the number of hours worked in a day or on several days. A flexed schedule will not, however, change the total number of hours worked in the established weekly work period for the affected employee. Notwithstanding the requirement of the overtime article and ORS 653.268, and as specifically allowed by ORS 653.269(5)(b), a flexed work schedule shall not result in the payment of overtime.

The parties understand flextime may not work for some positions or situations (including due to staffing) and agree there is no requirement on either party to agree to or utilize flextime. This clause does not permit any manager or supervisor to direct an employee to utilize the flex time option.

Overtime pay shall not be paid when shift trades are mutually agreed between employees. The County must approve all shift trades.

13.7 Defined Hours of Work. For purposes of computing, hours worked over 40 in a workweek, hours which are compensated but not worked because of vacation, sick leave, holiday observance, or any approved leave shall be considered as hours worked.

13.8 Callback. Employees called back to after going off duty shall be paid a 3-hour minimum or actual number of hours worked, whichever is greater at the overtime rate. This Callback provision will not apply when employees are called in early to work a regular shift, so long as the early work last until the start of the regular shift.

Employees shall be paid 2 hours, or the actual number of hours worked, whichever is greater, at the overtime rate for scheduled Court appearances.

13.9 No Pyramiding. In no event shall the County be required to provide compensation twice for the same hours.

13.10 Certification Pay. Deputies, Parole and Probation Officers, and 911 Communications Dispatcher personnel who possess an Intermediate or Advanced certificate from DPSST shall be placed on the wage schedule at the Pay Grade consistent with their certification level. Employees who receive their Intermediate or Advanced Certificate shall move to the appropriate Pay Grade on the wage schedule at the beginning of the next pay period after their certificate is granted by the DPSST.

13.11 Temporary Assignment. Employees temporarily assigned to do the work of a lower-paying classification shall not have their pay rate decreased. The provisions of this section shall not, however, prevent the County from assigning an employee the work and pay of a lower classification when the employee is unable to perform his regular job duties due to disability, lack of work (e.g., layoff), or for other reason.

13.12 Paychecks. Paychecks shall be issued every two weeks on Fridays. Prior to any change in the County's payday, the County must give at least 30 days' notice

13.13 Shift Differential. All employees assigned to any shift that begins at or after 5:00pm but before 5:00am will receive an additional \$.40 an hour for actual worked hours.

13.14 Promotion. Upon promotion to another position within the bargaining unit, an employee will be placed at the lowest step of the promotional salary range that provides a minimum five percent pay increase, not, however, to exceed the top step. Step increases shall be annual thereafter based on the anniversary date of the promotion.

13.15 Incentive Pay

Employees shall receive incentive pay added to their base wages for all of the following designations:

a. Field Training Officer (FTO). A Deputy Sheriff, Parole and Probation Officer, or 911 Communication Dispatcher who is assigned or directed to act in the capacity as a FTO shall be paid an incentive of five (5) percent above their base wages only for the actual time spent in training and only with prior Department approval.

b. Certified Instructor. Any employee who is assigned or directed to act in the capacity as a Certified Instructor shall be paid an incentive of three percent (3%) percent above their base wage only for the actual time spent providing instruction and only with prior Department approval.

c. Detective. A Deputy Sheriff who is assigned as a Detective shall be paid an incentive of five (5%) percent above their baseline wage while assigned.

d. Canine Handler. A Deputy Sheriff who is assigned as a Canine Handler shall be paid an incentive of five percent (5%) above their baseline wage while assigned. The incentive pay for a canine handler is to compensate the handler for time spent in care and feeding of the canine above and beyond what takes place during work hours. The parties agree this is sufficient to meet the legal compensation requirements for the off-duty care and feeding of the canine. The County shall supply the dog's food and pay the dog's medical costs. The County will provide a secure kennel at the handler's residence for the canine and will pay for canine boarding when necessary. The County will provide a suitable patrol vehicle for the use of the canine handler. The County shall provide liability insurance for the actions of the dog. Training activities shall be conducted during on-duty time.

e. Bilingual. Any employee who has been determined to be proficient in languages specified by the Sheriff (which shall minimally include Spanish) shall receive a premium of five percent (5%) percent above their baseline wage.

The Sheriff shall establish criteria and a process to determine bilingual proficiency. All costs for initial testing, documentation, and retesting shall be borne by the County; however, the County will only test one time per calendar year. Employees may be required to recertify proficiency every five (5) years. The initial testing will occur no later than December 31, 2023.

13.16 Oregon Physical Abilities Test (ORPAT)

Participating in the ORPAT is voluntary. However, employees will be paid a bonus of \$500 up to one time per calendar year upon successfully completing an approved ORPAT.

An approved ORPAT is either a County-sponsored ORPAT or an ORPAT administered by an ORPAT certified instructor.

To successfully complete an ORPAT an employees must pass within the DPSST standard time of five minutes and thirty seconds. For a non-County ORPAT, the employee must submit proof to the Sheriff and the date of completion can be anytime in the same calendar year. The bonus will be paid the first pay period after passing or submission of proof of passing.

Participating in the ORPAT will not be considered working time (unless taken while on-duty and on a rest break or lunch period), and will not be considered hours worked for overtime.

13.17 Longevity Pay. Employees shall be compensated for longevity upon reaching the fifteenth (15th) anniversary of their hire date with the County and shall be paid an additional one percent (1%) on their base wage. Employees will receive an additional one percent increase (1%) on their base wage upon reaching their twenty-year (20th) and twenty-fifth (25th) anniversary dates.

ARTICLE 14 -SENIORITY

14.1 Definition. Seniority shall be defined as follows:

- a) County Seniority: Total length of unbroken service with the County.
- b) Department Seniority: Total length of unbroken service with the Department.
- c) Classification Seniority: Total length of service within given job classification.

14.2 Loss of Seniority. Seniority shall be lost for the following reasons:

- a) The employee resigns.
- b) The employee is discharged.
- c) The employee retires
- d) The employee is laid off because of a reduction in force or lack of work for a period in excess of 18 months.
- e) The employee is absent from work for 25 consecutive hours from the start of the shift missed (i.e. 1 hour into the shift of the second consecutive workday missed) without notifying his/her supervisor or without being excused in advance by his/her supervisor, unless it can be affirmatively shown that the employee couldn't give such notice.
- f) Unless a reason satisfactory to the supervisor is given, failure to respond within 5 working days after receipt of a notice of recall from a layoff, or failing to return to work on the date specified in the notice. Such notice shall be sent by certified mail, return receipt requested, and marked "Deliver to Addressee Only", to the employee's last known address on file with the County.
- g) Securing other employment during a leave of absence, unless agreed to in advance by the Supervisor.
- h) While on layoff, failure to register in person or by mail with the supervisor or designee upon change of address, telephone number and at least once every 6 months during the period of layoff signifying his/her availability for recall.

14.3 Seniority Lists. Once a year, the County shall post, on the work area bulletin board, a seniority list.

14.4 Trial Period. An employee who is selected to fill a job opening shall serve the same probationary period that is specified for new employees in Article 6 hereof. However, in the event he/she is unable to satisfactorily perform the job within that period, he/she shall have the right to return to his/her most recent job classification with all seniority restored within that classification.

If the employee who was selected to fill the job opening has not completed his/her initial probationary period as specified in Article 6 hereof, the above specified probationary period and the probationary period specified in Article 6 shall run concurrently.

14.5 Layoff and Recall. In the event of a layoff of employees, selection of employees retained will be in accordance with the classification seniority within the affected job classification(s), so long as the senior employees possess qualifications, aptitude, and ability to perform the work equal to those of the employees laid off.

Only in the event of a layoff shall employees have bumping rights. An employee displaced from his/her job by reason of a layoff shall be entitled to bump or displace an employee in an equal or lower job classification, provided the displacing employee has greater department seniority and possesses qualifications, aptitude, and ability to perform the work equal to the employee he/she displaces.

In the event the Association considers the supervisor's above determination as to relative qualifications, aptitudes, and abilities to have been arbitrary or in bad faith, it may submit that question as a grievance for handling in accordance with the grievance procedure, commencing at Step 2 thereof.

Employees shall be recalled from layoff in the reverse order of the layoff as openings occur within the job classification to which the employee was assigned at the time of layoff.

ARTICLE 15 - INSURANCE AND RETIREMENT

15.1 Retirement. The County agrees to participate in and maintain retirement plans, including participating in and fully utilizing any unused sick leave provisions of such plans, subject to the terms and conditions thereof as they apply to regular employees working 20 hours or more per week in the bargaining unit, as follows:

a. Defined Benefit Plan. The County agrees to maintain its existing retirement plan for employees hired on or before June 30, 2020 and the formula for determining retirement benefits shall be 3% times years of membership, times average monthly earnings.

b. Oregon State Public Employees Retirement System (PERS). employees hired on or after July 1, 2020, will be enrolled in PERS or its successor as determined by the State of Oregon. Each employee agrees to be subject to the terms and conditions and provisions of the PERS plan as it applies to employees in the bargaining unit. The employee agrees to pay the employee portion of 6%. Employees who are employed as Adult Probation Officers will be declared and maintained as “police officers” by the County as defined under ORS 238.005(19)(d) and (g) for PERS purposes.

15.2 Health Insurance. The County agrees to provide the following Oregon Teamster Employer Trust insurance plans, or substantially comparable plans, for employees covered by this agreement, if available:

Medical Plan GW
Dental Plan 6
Vision Plan 4

The County agrees to pay 90% of the annual premium, up to a 12% increase in premium from the prior year. Any premium increase over 12% from the prior year shall be the responsibility of the employee.

Employees are eligible for benefits upon having eighty (80) compensable hours in a month, or within 90 days of employment, whichever comes first, and coverage will become effective on the first of the month following eligibility, consistent with trust requirements. All Teamster bargaining unit employees that meet the requirements of the collective bargaining agreement providing for participation in the Trust are required to participate in the above-mentioned insurance plans.

15.3 Health Reimbursement Arrangement. The County shall contribute the sum of \$125.00 each month per eligible employee to a tax-exempt Health Reimbursement Arrangement (HRA) account, if available. The County shall make this contribution on behalf of any employee who participates in benefits under Article 15.2.

15.4 Life Insurance. The County agrees to provide \$20,000 in life insurance benefits and maintain the \$2,000 double indemnity life insurance currently in force or an equivalent life insurance plan.

15.5 Long-Term Disability Morrow County agrees to continue to provide the present or an equivalent long-term disability insurance plan.

15.6 Air Medical Transport Insurance. The County will purchase a standard annual family membership to an air medical transportation insurance plan for each employee in the bargaining unit. Initial policy application is to be made by the individual employees and will become effective as provided for in the policy. The County's commitment is limited to the cost of the premium. Any costs not covered by the insurance are the responsibility of the employee.

ARTICLE 16 - UNIFORMS AND WEAPONS

16.1 Armed Personnel. The County shall furnish the following equipment at no cost to the employee: ballistic vests, handcuffs, badges, flashlights (and batteries as required) and all authorized force implements and belts/holsters/carriers for such implements and any other required equipment. Force implements include but are not limited to Tasers and Taser cartridges, pepper spray/mace, collapsible batons, handguns, spare firearms magazines, ammunition for all firearms, and a patrol rifle and shotgun for each vehicle (shotguns are optional at the employee's choice). At the discretion of the Sheriff, Parole and Probation employees may be issued a patrol rifle and shotgun. Ballistic vests will be at least threat level II, in good repair and not older than 5 years. The brand will be selected by the Sheriff. The Sheriff shall furnish the following clothing at no cost to employees: four each long sleeve wash and wear shirts, summer short sleeve wash and wear shirts and four wash and wear pants (the initial tailoring to be paid for by the Sheriff), one winter coat, one rain jacket (or one jacket only if the jacket is suitable for both winter and rain), and all name tags and patches. If the Sheriff implements a formal/Class A Uniform for uniformed personnel, all uniformed employees will be provided with a full formal/Class A Uniform. The Sheriff shall repair or replace all issued equipment and clothing (as required) at no cost to the employees. The Sheriff shall purchase Danner Uniform boots (capable of carrying a shine) and replace them on an as-needed basis not to exceed \$400. In the circumstance that the listed boots are not an adequate fit for the Deputy, substitute boots may be approved by the Sheriff. All clothing and equipment are to be in good condition and to fit the employee, in a manner becoming to professionals.

16.2 911 Communications Dispatcher, Civil Deputy and Administrative Assistant.

The Sheriff shall furnish, at no cost to the employees the following:

911 Communication Dispatcher: four (4) shirts and one (1) pair of pants. If the policy of allowing Communication Dispatchers to wear jeans is revoked at any time, the Sheriff shall provide three (3) additional pairs of pants to Communication Dispatchers. (The initial tailoring to be paid for by the Sheriff).

Civil Deputy: four (4) shirts and four (4) pairs of pants (The initial tailoring to be paid for by the Sheriff).

Administrative Assistant: four (4) shirts. If the policy of allowing Administrative Assistant to wear jeans is revoked at any time, the Sheriff shall provide three (3) additional pairs of pants to Administrative Assistant (The initial tailoring to be paid for by the Sheriff).

The Sheriff shall furnish any required equipment, and the Sheriff will repair or replace all issued equipment and clothing at no cost to the employees as needed.

The Sheriff will reimburse a 911 Communications Dispatcher or a Civil Deputy up to \$100 per year for approved footwear on an as-needed basis. (e.g. An employee receives a \$100 reimbursement on July 1 they will not be eligible for any further reimbursement until July 1, the following year.) Shoes shall be black in color.

All clothing is to be in good condition and to fit the employee, in a manner becoming to professionals.

16.3 Firearms

The County will furnish firearms to armed personnel and the County will be responsible for maintenance and repair of assigned firearms. It will be the employee's responsibility to make deficiencies known to the Sheriff. Each employee shall be responsible for the cleaning of his/her assigned firearms. Cleaning kits and supplies necessary for cleaning of the firearms will be made available without cost to each employee. The County will furnish ammunition for authorized weapons.

16.4 Detectives

Deputies assigned to detective duties in the Criminal Division, upon request, shall be issued a clothing allowance for reimbursement up to a maximum of \$500 per fiscal year.

16.5 Termination of Employment.

It is expressly recognized and understood that title for all items issued remains with the County and that upon the termination of employment for any reason whatsoever, all items issued pursuant to this Article will be returned to the County or purchased from the County at the original purchase price paid by the County.

The loss of any assigned items by an officer as a result of negligence or wrongful and willful misconduct while in the execution of his/her duties or any loss of County property not arising out of the officer's conduct of his/her duties shall require replacement of such equipment with all cost attendant thereto borne by the employee.

ARTICLE 17 - SUBSTANCE ABUSE

The bargaining unit agrees to abide by the County's drug testing procedures that were jointly developed by the Association and the County that are contained in the Health and Safety Article of the County Personnel Policies, with the following additional provisions unique to law enforcement personnel:

A. Illegal Activity:

Any employee whose substance use or abuse would amount to a dischargeable offense, specifically an activity that could constitute a criminal offense, will not be eligible for rehabilitative treatment and counseling.

B. Off-the-Job Consumption of Intoxicants:

Any employee responding to a callout who has consumed any intoxicant within eight (8) hours of said response shall advise his/her supervisor of the relevant circumstances pertaining thereto at the time he/she reports for duty. It shall then be the supervisor's responsibility to determine whether or not the employee shall be allowed to work and if allowed to work, under what, if any, limitations. Intoxicant shall be defined as alcohol and marijuana (THC) as well as prescription and over-the-counter medications that are lawfully prescribed and used in a manner consistent with a physician's instructions and/or medication warnings.

C. On Duty Use of Medications

Employees are required to disclose the use of prescription and over-the-counter medications that contain warnings that the use of such medications could impair their ability to safely perform their job duties.

ARTICLE 18-SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section or portion thereof, directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

ARTICLE 19 – FREEDOM OF SPEECH and SOCIAL MEDIA

19.1 Freedom of Speech. The County will have no policies that violate any employee's rights of freedom of speech, freedom of expression or freedom of association protected by the U.S. and Oregon Constitutions.

19.2 Social Media.

The County will not invoke ORS 659A.330 (7) (as amended by HB 2936 in the 2021 regular legislative session) and that the County will abide by the rest of the language in ORS 659A.330.

The parties agree employees are required to comply with the County's Employee Handbook, Section VII. Workplace Guidelines, "C. Social Media" (as of September 8, 2023).

The parties agree the policy permits the County to require an employee to produce content from his/her social media or internet account in connection with an investigation into potential misconduct, unlawful or unethical behavior, or policy or rule violations, when there is a reasonable link between the employee's suspected online or social media activity and the County's legitimate business interests, and when reasonable cause exists to believe that the employee's internet or social media activity constitutes, or provides evidence of, potential misconduct, unlawful or unethical behavior, or policy or rule violations.

ARTICLE 20 - MISCELLANEOUS

20.1 Use of Physical Force. An employee involved in a use of physical force situation, with their representatives, will be allowed an opportunity to hear/view audio or video recordings created by the involved employee about the incident in the possession of the agency prior to providing a formal statement (written or verbal) after any use of physical force (which includes use of deadly force).

Employees involved in the use of deadly physical force will be allowed to consult with an attorney (or agent of an attorney) prior to being required to give an oral or written statement about the use of deadly physical force. Prior to such consultation, an employee may be required to immediately provide a very limited Public Safety Statement in order to assist with suspect identification, provision of medical care or secure perishable evidence. The right to consult with an attorney or agent will not unduly delay the giving of the public safety statement or hinder the immediate processing of an ongoing incident.

20.2 Outside Employment. Employees wishing to engage in off-duty employment must obtain written approval from the Sheriff prior to engaging in any outside employment. Employees must submit a written request which shall specify the name of the prospective employer, the job title of the position and a description of the nature of work to be performed. Upon receipt of such request, the Sheriff shall have the right to independently determine the nature of the employment being considered. In order to be approved, the Sheriff, at his/her sole discretion must determine the outside employment is: a) be compatible with the employee's County's duties; b) in no way detract from the efficiency of the employee in County duties; c) not take preference over extra duties required by County employment; and d) not present a conflict of interest, the potential of one, or the appearance of same.

Employees engaged in approved outside employment shall notify the County of changes in job title, duties or termination of outside employment.

It is understood that the Sheriff, with cause, may at any time revoke permission to hold outside employment. Such notification shall be by letter and, except in emergencies, 15 days' notice of termination shall be given.

20.3 Video and Audio Recordings. Employees will be allowed an opportunity to hear/view audio or video recordings created by the involved employee about the incident in the possession of the agency prior to writing any report.

ARTICLE 21 - TERM OF AGREEMENT

This Agreement shall be effective upon ratification, except as otherwise provided herein, and shall remain in full force and effect through the 30th day of June 2026. Any specific compensation qualifying for retroactive to July 1, 2023 is expressly listed in Article 13.

This Agreement shall be automatically renewed from year to year beyond the expiration date unless either party shall notify the other in writing prior to January 1, of the expiring year or any subsequent year that it desires to modify this Agreement.

EXECUTION OF AGREEMENT

This agreement is executed this the _____ day of _____, 2023 by the following parties:

FOR THE COUNTY

FOR THE ASSOCIATION

 9-29-23

David Sykes, Chair

Aaron Haak, President

 223 09292023

Jeff Wenholtz, Vice-Chair

Teamsters Local 223
Michael Mann, Union Representative

 9/29/2023

Roy Drago, Commissioner

Teamsters Local 223
Leslie Sloy, Secretary-Treasurer

ADDENDUM

Morrow County 2023
Teamster Pay Scale

7/1/2023

Position	Step	1	2	3	4	5	6	7	8	9	10	11	12	13
Comms Dispatcher, Basic Civil and Records Deputy Administrative Assistant (P&P)	Grade 15	\$ 22.05	\$ 22.98	\$ 23.85	\$ 24.80	\$ 25.79	\$ 26.43	\$ 27.09	\$ 27.77	\$ 28.46	\$ 29.17	\$ 29.61	\$ 30.05	\$ 30.50
		\$ 3,822	\$ 3,975	\$ 4,134	\$ 4,299	\$ 4,470	\$ 4,581	\$ 4,696	\$ 4,813	\$ 4,933	\$ 5,056	\$ 5,132	\$ 5,209	\$ 5,287
		\$ 45,864	\$ 47,694	\$ 49,608	\$ 51,584	\$ 53,643	\$ 54,974	\$ 56,347	\$ 57,762	\$ 59,197	\$ 60,674	\$ 61,589	\$ 62,504	\$ 63,440
Comms Dispatcher, Intermediate Work Crew Supervisor	16	\$ 23.00	\$ 23.92	\$ 24.88	\$ 25.88	\$ 26.91	\$ 27.58	\$ 28.27	\$ 28.98	\$ 29.70	\$ 30.44	\$ 30.90	\$ 31.36	\$ 31.83
		\$ 3,987	\$ 4,146	\$ 4,313	\$ 4,486	\$ 4,664	\$ 4,781	\$ 4,900	\$ 5,023	\$ 5,148	\$ 5,276	\$ 5,356	\$ 5,436	\$ 5,517
		\$ 47,840	\$ 49,754	\$ 51,750	\$ 53,830	\$ 55,973	\$ 57,366	\$ 58,802	\$ 60,278	\$ 61,776	\$ 63,315	\$ 64,272	\$ 65,229	\$ 66,206
Comms Dispatcher, Advanced	17	\$ 24.02	\$ 24.98	\$ 25.98	\$ 27.02	\$ 28.10	\$ 28.80	\$ 29.52	\$ 30.26	\$ 31.02	\$ 31.80	\$ 32.28	\$ 32.76	\$ 33.25
		\$ 4,163	\$ 4,330	\$ 4,503	\$ 4,683	\$ 4,871	\$ 4,992	\$ 5,117	\$ 5,245	\$ 5,377	\$ 5,512	\$ 5,595	\$ 5,678	\$ 5,763
		\$ 49,962	\$ 51,958	\$ 54,038	\$ 56,202	\$ 58,448	\$ 59,904	\$ 61,402	\$ 62,941	\$ 64,522	\$ 66,144	\$ 67,142	\$ 68,141	\$ 69,160
P&P Officer, Basic	18	\$ 25.09	\$ 26.09	\$ 27.13	\$ 28.22	\$ 29.35	\$ 30.08	\$ 30.83	\$ 31.60	\$ 32.39	\$ 33.20	\$ 33.70	\$ 34.21	\$ 34.72
		\$ 4,349	\$ 4,522	\$ 4,703	\$ 4,891	\$ 5,087	\$ 5,214	\$ 5,344	\$ 5,477	\$ 5,614	\$ 5,755	\$ 5,841	\$ 5,930	\$ 6,018
		\$ 52,187	\$ 54,267	\$ 56,430	\$ 58,698	\$ 61,048	\$ 62,566	\$ 64,126	\$ 65,728	\$ 67,371	\$ 69,056	\$ 70,096	\$ 71,157	\$ 72,218
Deputy Sheriff, Basic P&P Officer, Intermediate	19	\$ 26.21	\$ 27.26	\$ 28.35	\$ 29.48	\$ 30.66	\$ 31.43	\$ 32.22	\$ 33.03	\$ 33.86	\$ 34.71	\$ 35.23	\$ 35.76	\$ 36.30
		\$ 4,543	\$ 4,725	\$ 4,914	\$ 5,110	\$ 5,314	\$ 5,448	\$ 5,585	\$ 5,725	\$ 5,869	\$ 6,016	\$ 6,107	\$ 6,198	\$ 6,292
		\$ 54,517	\$ 56,701	\$ 58,968	\$ 61,318	\$ 63,773	\$ 65,374	\$ 67,018	\$ 68,702	\$ 70,429	\$ 72,197	\$ 73,278	\$ 74,381	\$ 75,504
Deputy Sheriff, Intermediate P&P Officer, Advanced	20	\$ 27.39	\$ 28.49	\$ 29.63	\$ 30.82	\$ 32.05	\$ 32.85	\$ 33.67	\$ 34.51	\$ 35.37	\$ 36.25	\$ 36.79	\$ 37.34	\$ 37.90
		\$ 4,748	\$ 4,938	\$ 5,136	\$ 5,342	\$ 5,555	\$ 5,694	\$ 5,836	\$ 5,982	\$ 6,131	\$ 6,283	\$ 6,377	\$ 6,472	\$ 6,569
		\$ 56,971	\$ 59,259	\$ 61,630	\$ 64,106	\$ 66,664	\$ 68,328	\$ 70,034	\$ 71,781	\$ 73,570	\$ 75,400	\$ 76,523	\$ 77,667	\$ 78,832
Deputy Sheriff, Advanced	21	\$ 28.65	\$ 29.80	\$ 30.99	\$ 32.23	\$ 33.52	\$ 34.36	\$ 35.22	\$ 36.10	\$ 37.00	\$ 37.93	\$ 38.50	\$ 39.08	\$ 39.67
		\$ 4,966	\$ 5,165	\$ 5,372	\$ 5,587	\$ 5,810	\$ 5,956	\$ 6,105	\$ 6,257	\$ 6,413	\$ 6,575	\$ 6,673	\$ 6,774	\$ 6,876
		\$ 59,592	\$ 61,984	\$ 64,459	\$ 67,038	\$ 69,722	\$ 71,469	\$ 73,258	\$ 75,088	\$ 76,960	\$ 78,894	\$ 80,080	\$ 81,286	\$ 82,514
Deputy Sheriff, Advanced	22	\$ 29.96	\$ 31.16	\$ 32.41	\$ 33.71	\$ 35.06	\$ 35.94	\$ 36.84	\$ 37.76	\$ 38.70	\$ 39.67	\$ 40.27	\$ 40.87	\$ 41.48
		\$ 5,193	\$ 5,401	\$ 5,618	\$ 5,843	\$ 6,077	\$ 6,230	\$ 6,386	\$ 6,545	\$ 6,708	\$ 6,876	\$ 6,980	\$ 7,084	\$ 7,190
		\$ 62,317	\$ 64,813	\$ 67,413	\$ 70,117	\$ 72,925	\$ 74,755	\$ 76,627	\$ 78,541	\$ 80,496	\$ 82,514	\$ 83,762	\$ 85,010	\$ 86,278



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
40

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Mike Gorman
Department: Assessment & Tax
Short Title of Agenda Item: Amazon Data Services Refund
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: 11/1/2023

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Mike Gorman 10/19/23 Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Amazon filed Partition Plat 2023-7 in August, one of the requirements of filing a plat is all taxes have to be paid. Since taxes weren't calculated yet, an estimate of taxes was paid resulting in this overpayment and refund.

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

Approve and sign refund

Attach additional background documentation as needed.

**APPLICATION FOR REFUND
MORROW COUNTY, OREGON**

No. 23-21
Tax Year 2023-24
Acct. # 12875

Taxpayer & Refund to :

Amazon Data Services, Inc
PO Box 80416
Seattle, WA 98108-0416

Owner:

Amazon Data Services, Inc
PO Box 80416
Seattle, WA 98108-0416

Receipt # 277053

Date paid 7/31/2023

Int. date

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
42,448.72	45,273.46	-1,273.46	44,000.00	42,448.72	-1,273.46	41,175.26	0.00	0.00	2,824.74		2,824.74

Reason: Overpayment of estimated prepayment

Approved: _____

2023

Commissioner

699-699-5-20-5480



Michael Gorman, Tax Collector

Commissioner

Date 10-19-23

Commissioner



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
4d

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Robin Canaday
Department: Public Health
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers: 10/25/2023
Requested Agenda Date: 11/1/2023

Third amendment to Oregon Health Authority Intergovernmental Agreement #180024 for the
Financing of Public Health Services

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Oregon Health Authority
Contractor/Entity Address: 800 NE Oregon Street, Suite 930, Portland, OR 97232
Effective Dates - From: 7/01/2023 Through: 6/30/2024
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Robin Canaday 10/24/2023 Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Kevin Ince Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Third Amendment of Oregon Health Authority 2023-2024 Intergovernmental Agreement #180024 for the financing of Public Health Services

Program Element 12-01: Public Health Emergency Preparedness and Response (PHEPR)- \$350 award for In-person meetings and listening session travel

Program Element 51-03: ARPA(American Rescue Plan Act) WF(work force) Funding: in the amount of \$10,436.00.

For a total of \$10,786.00 increase in funding from Oregon Health Authority

2. FISCAL IMPACT:

Total added funding from this amendment \$10,786.00.

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve Amendment to Intergovernmental Agreement #180024 -3 For the Financing of Public Health Services. Signature approving amendment

Attach additional background documentation as needed.

**INTERGOVERNMENTAL AGREEMENTS FOR
FINANCING PUBLIC HEALTH SERVICES
2023-2025**

September 2023 Amendment Summary

Requests to amend the 2023-25 (SFY24 and SFY25) Intergovernmental Agreements for Financing Public Health Services were submitted to the Office of Contracts and Procurement. Program specific information is listed below.

PE03-02: Tuberculosis Case Management

SFY24 award issued in error; all funds were paid in SFY23 to the following counties:

Clackamas	Marion	Multnomah	Washington
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PE12-01: Public Health Emergency Preparedness and Response (PHEP)

\$350 award for In-Person PHEPR/OHA Meeting and Listening Session Travel Award to the following counties:

Baker	Clatsop	Coos	Douglas	Grant
Hood River	Lane	Morrow	NCPHD	Polk

PE12-04: MRC-STTRONG

New SFY24 award for the following counties:

Coos	Deschutes	Lane	Washington
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PE25-15: EIP - MPX Vaccine Effectiveness

SFY24 award for the following county:

Multnomah

PE43-08: Immunization Services for Populations Displaced from Ukraine

New SFY24 award for the following county:

Multnomah

PE51-02: Regional Partnership Implementation

Increase of SFY24 award for the following counties:

Deschutes	Douglas	Jackson	Lincoln	Multnomah
NCPHD	Umatilla			

Funding only available 7/1/2023-9/30/23 with no increase for the following county:

Marion

PE51-03: ARPA WF Funding

New SFY24 award for the following counties:

Baker	Benton	Clackamas	Clatsop	Columbia
Coos	Crook	Deschutes	Douglas	Gilliam
Grant	Harney	Hood River	Jackson	Jefferson
Josephine	Klamath	Lake	Lane	Lincoln
Linn	Malheur	Marion	Morrow	Multnomah
NCPHD	Polk	Tillamook	Umatilla	Union
Washington	Wheeler	Yamhill		

PE51-04: Modernization Special Projects

SFY24 Award Available 7/1/23 - 9/30/23; Lump Sum Payment Upon Execution for the following county:

Tillamook

Agreement #180024



**AMENDMENT TO OREGON HEALTH AUTHORITY
2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This **Third** Amendment to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Morrow County**, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County. OHA and LPHA are each a "Party" and together the "Parties" to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2024 (FY24) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. This Amendment is effective on **September 1, 2023**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit C, Section 1 of the Agreement, entitled "Financial Assistance Award" for FY24 is hereby superseded and replaced in its entirety by Attachment A, entitled "Financial Assistance Award (FY24)", attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
 - b. Exhibit J of the Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

OHA - 2023-2025 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

7. Signatures.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

Approved by: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Approved by: _____

Printed Name: David Sykes

Title: Chair, Board of Commissioners

Date: November 1, 2023

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 11, 2023, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

Date: _____

**Attachment A
Financial Assistance Award (FY24)**

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Morrow County Street: 110 N Court Street City: Heppner State: OR Zip: 97836-7328	2) Issue Date Friday, September 1, 2023	This Action Amendment
	3) Award Period From July 1, 2023 through June 30, 2024	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$15,185.00	\$0.00	\$15,185.00
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$47,266.00	\$0.00	\$47,266.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$67,211.00	\$350.00	\$67,561.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$8,642.86	\$0.00	\$8,642.86
PE42-03	MCAH Perinatal General Funds & Title XIX	\$1,875.00	\$0.00	\$1,875.00
PE42-04	MCAH Babies First! General Funds	\$5,996.00	\$0.00	\$5,996.00
PE42-06	MCAH General Funds & Title XIX	\$3,520.00	\$0.00	\$3,520.00
PE42-11	MCAH Title V	\$18,282.00	\$0.00	\$18,282.00
PE42-12	MCAH Oregon Mothers Care Title V	\$2,581.00	\$0.00	\$2,581.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$8,410.00	\$0.00	\$8,410.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$44,000.00	\$0.00	\$44,000.00
PE46-05	RH Community Participation & Assurance of Access	\$13,670.13	\$0.00	\$13,670.13
PE51-01	LPHA Leadership, Governance and Program Implementation	\$294,888.00	\$0.00	\$294,888.00
PE51-03	ARPA WF Funding	\$0.00	\$10,436.00	\$10,436.00
PE75	Lower Umatilla Basin Ground Water Management Area Services	\$159,420.00	\$0.00	\$159,420.00
		\$752,464.81	\$10,786.00	\$763,250.81

OHA - 2023-2025 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

5) Foot Notes:	
PE10-02	7/15/2023: Full FY24 award funds may be used in FY24 during the period of 7/1/23-12/31/2023 due to DIS WF federal grant funding being cut by CDC on 12/31/23.
PE10-02	8/2023: Prior Footnote dated 7/15/2023 Null and Void. Full FY24 award funds may now be used in FY24 during the period of 7/1/23-01/31/2024 due to new guidance from the CDC.
PE42-11	7/2023: Indirect charges cap at 10%.
PE42-12	7/2023: Indirect Charges cap at 10%.
PE43-01	7/2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.
PE43-01	9/2023: Prior Footnote dated 7/2023 Null and Void.
PE51-01	7/2023: Bridge funding for 7/1/23-9/30/23.
PE51-01	8/2023: Prior Footnote dated 7/2023 Null and Void
PE51-03	9/2023: Federal funds expire 6/30/24 and will be ineligible for carryover into SFY25.

6) Comments:	
PE01-01	8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 funding available 7/1/23-9/30/23 only.
PE12-01	8/2023: \$350 award for In-Person PHEPR/OHA Meeting and Listening Session Travel Award 8/2023: Prior Comment dated 7/2023 Null and Void SFY24 Award funding for first 3 months only
PE13	9/2023: All Prior Comments Null and Void 7/15/23: SFY24 Award adding funding for 10/1/23-6/30/24 7/2023: SFY24 Bridge Funding 7/1/23-9/30/23

7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

Attachment B
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE12-01 Public Health Emergency Preparedness and Response (PHEP)

Federal Award Identification Number:	NU90TP922036
Federal Award Date:	06/07/23
Budget Performance Period:	07/01/2023-06/30/2024
Awarding Agency:	CDC
CFDA Number:	93.069
CFDA Name:	Public Health Emergency Preparedness (PHEP)
Total Federal Award:	8,466,536.00
Project Description:	Public Health Emergency Preparedness (PHEP)
Awarding Official:	Ms. Sylvia Reeves
Indirect Cost Rate:	18.06
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53628
Index:	50407

Agency	UEI	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$67,561.00	\$67,561.00

PE51-03 ARPA WF Funding

Federal Award Identification Number:	NU90TP922194
Federal Award Date:	10/05/22
Budget Performance Period:	07/01/2021-06/30/2024
Awarding Agency:	CDC
CFDA Number:	93.354
CFDA Name:	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response
Total Federal Award:	25,667,917
Project Description:	Cooperative Agreement for Emergency Response: Public Health Crisis Response - 2018
Awarding Official:	Jaime Jones
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	50271
Index:	50107

Agency	UEI	Amount	Grand Total:
Morrow	GLDSK7FBFJ15	\$10,436.00	\$10,436.00

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

On November 8, 2022, Morrow County voters approved Morrow County Measure 25-88.

Measure 25-88 requires the Morrow County Board of Commissioners to meet three times a per year to discuss how to promote the interests of Morrow County in any negotiations regarding the relocation of the Oregon-Idaho state border.

No specific action is required. During prior meetings advocates for the Measure has given updates to the Board of Commissioners.

2. FISCAL IMPACT:

None at this time since no action is being taken.

3. SUGGESTED ACTION(S)/MOTION(S):

None

Attach additional background documentation as needed.

NOTICE OF COUNTY MEASURE BALLOT TITLE

MORROW COUNTY

Caption:

Requires Morrow County Board of Commissioner meetings regarding relocation of Oregon-Idaho border.

Question:


Shall the Morrow County Board of Commissioners be required to meet three times annually to discuss promoting Morrow County's interests regarding relocation of the state border?

Summary:

If passed, the petition requires the Morrow County Board of Commissioners to meet three times per year to discuss how to promote the interests of Morrow County in any negotiations regarding the relocation of the Oregon-Idaho state border. Civil penalties are provided for anyone who willfully prohibits, cancels, or hinders any of the prescribed meetings of the Board of Commissioners. A civil offense against this ordinance will be a Class D Violation with a maximum fine of \$125, and will be enforceable by any peace officer.

The following authorized county official hereby certifies the above ballot title is true and complete.

Date: May 15, 2020


Justin W. Nelson
Morrow County District Attorney
OSB# 074460

Detail Results

Machine ID: A Machine #: 4518063143

Morrow
Morrow County November 2022 General Election

12/02/2022 08:56:08

11/08/2022

First Ballot Date Time: 11/03/2022 13:39:04

Total Sheets Processed: 4129

Last Ballot Date Time: 11/29/2022 17:35:49

Total Ballots Cast: 4129

Blank Sheets Cast: 0

Reporting Group	Ballots Cast
Election Day	4129

Contest	Votes
US Senator Federal (Vote For 1)	
REP Jo Rae Perkins	2786
PGP Dan Pulju	29
DEM Ron Wyden	1159
PRO Chris Henry	63
Write-in	4
Over Votes	4
Under Votes	84
Total	4129

US Representative, 2nd District US Representative 2nd District (Vote For 1)	
DEM Joe Yetter	846
REP Cliff S Bentz	3086
Write-in	4
Over Votes	0
Under Votes	193
Total	4129

Governor Statewide Partisan (Vote For 1)	
DEM Tina Kotek	607
CON Donice Noelle Smith	41
LBT R Leon Noble	30
NAV Betsy Johnson	389
REP Christine Drazan	3016
Write-in	6
Over Votes	2
Under Votes	38
Total	4129

State Representative, 57th District House District 57 (Vote For 1)	
REP Greg Smith	3351
Write-in	68
Over Votes	1
Under Votes	709
Total	4129

Commissioner of the Bureau of Labor and Industries Statewide Nonpartisan (Vote For 1)	
Christina E Stephenson	1264
Cheri Helt	1843
Write-in	15
Over Votes	2
Under Votes	1005
Total	4129

Judge of the Court of Appeals, Position 10 Statewide Nonpartisan

Detail Results

Machine ID: A Machine #: 4518063143

Morrow
Morrow County November 2022 General Election
11/08/2022

12/02/2022 08:56:08

First Ballot Date Time: 11/03/2022 13:39:04
Last Ballot Date Time: 11/29/2022 17:35:49

Total Sheets Processed: 4129
Total Ballots Cast: 4129
Blank Sheets Cast: 0

Contest	Votes
State Measure 112	
(Vote For 1)	
Yes	1080
No	2848
Over Votes	3
Under Votes	198
Total	4129
State Measure 113	
(Vote For 1)	
Yes	2272
No	1725
Over Votes	1
Under Votes	131
Total	4129
State Measure 114	
(Vote For 1)	
Yes	819
No	3223
Over Votes	6
Under Votes	81
Total	4129
25-88 County Measure	
(Vote For 1)	
Yes	2386
No	1546
Over Votes	5
Under Votes	192
Total	4129
25-91 County Measure	
(Vote For 1)	
Yes	2553
No	1388
Over Votes	8
Under Votes	180
Total	4129
25-90 City of Boardman City of Boardman	
(Vote For 1)	
Yes	361
No	237
Over Votes	0
Under Votes	22
Total	620
25-89 City of Irrigon City of Irrigon	
(Vote For 1)	
Yes	377
No	192
Over Votes	0
Under Votes	17
Total	586

https://www.eastoregonian.com/morrow-county-greater-idaho-ballot-measure-passes/article_b64672be-6055-11ed-986c-1749527c0174.html

Morrow County Greater Idaho ballot measure passes

By JOHN TILLMAN East Oregonian
Nov 9, 2022

HEPPNER — Morrow County Measure 25-88 requiring board of commissioner meetings to consider relocating the state boulder passed in the Tuesday, Nov. 8 general election.

The measure asked, "Shall the Board of Commissioners be required to meet three times annually to discuss relocation of the state border?"

Yes votes outnumbered No 2315 to 1522, or 60.3% in favor. The measure enacts civil penalties for impeding consideration of relocating the Oregon-Idaho border.

Wheeler County voted 58% Yes on a similar measure, bringing to 11 the number of 18 central and eastern Oregon counties supporting border relocation.

County clerks have refused to allow the movement to gather signatures in Crook and Gilliam counties, Greater Idaho movement activists said on Wednesday. County commissioners in Crook, Gilliam and Umatilla counties have not yet agreed to put an advisory question regarding the issue on the ballot.

Opposition to border relocation in southern Deschutes County led advocates to propose placing Bend and Redmond in different states in 2021.

The movement seeks to pass a resolution in the next sessions of both state legislatures that would invite discussions between state leaders on moving the border. Congressional approval would also be required.



Oregon & Idaho legislators meet on the Greater Idaho movement

By admin October 19, 2023 4:07 pm No Comments



Baker City – To discuss potential next steps for the Greater Idaho movement, a member of the Oregon House of Representatives, Vikki Breese-Iverson met today with her Idaho counterparts, Rep. Judy Boyle (R-Washington County) and Rep. Barbara Ehardt (R-Idaho Falls) in Baker City, Oregon.

Malheur county commissioner Ron Jacobs was in attendance, along with leaders of the Greater Idaho movement. Rep. Breese-Iverson (R-Prineville) recently chose to step down from being the leader of the Republican caucus of the Oregon House.

“The Idaho House has already stated that we are ready to have discussions with the Oregon Legislature on how to advance Freedom for eastern Oregonians,” Rep. Judy Boyle said. Indeed, in February, the Idaho House of Representatives passed a resolution stating as much. The meeting in Baker City today is the first meeting pursuant to that invitation.

Mike McCarter, the leader of the movement, said “we thank Rep. Breese-Iverson for participating in the conversation!”

“Over the last three years, the Greater Idaho movement has won in twelve of the twelve eastern Oregon counties that have voted on this issue. As a state representative, I have a duty and responsibility to have conversations that could potentially better my constituents,” said Rep. Iverson. “It is clear: people in central and eastern Oregon do not align with all the values of those in Portland and Eugene. Is Greater Idaho the answer? I am not sure but I am willing to turn over all the rocks possible, for the land and people I love.”

The ultimate goal of the Greater Idaho movement is to relocate the Oregon/Idaho state line to allow conservative, rural eastern Oregon to become a part of Idaho. Currently, the movement is asking state legislatures to have formal discussions that could later lead to an actual timeline and bill to send to Congress for ratification.

The Greater Idaho movement believes that western Oregon leaders should want to let eastern Oregon join Idaho because it would benefit Oregon's state budget, and because eastern Oregon's state senators came close to blocking votes in the Oregon Senate permanently, as greateridaho.org, their website, explains. The leader of the movement, Mike McCarter, wrote that moving the state line would be good for the income taxes of both states: "Portland metro incomes are so high that any middle-income county that departs the Oregon state budget increases the average income of both Oregon and Idaho."



(left to right) Oregon state rep. Vikki Breese-Iverson meets with leaders of the Greater Idaho movement, Idaho state reps. Judy Boyle & Barbara Ehardt, and Malheur County Commissioner Ron Jacobs in Baker City, Oct 19, 2023.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Oregon Parks and Recreation Department (OPRD) has funds available through their All-Terrain Vehicle Grant program for Operations and Maintenance that allows for purchasing of equipment. This resolution (R-2023-25) is a requirement of the grant program to show that the County has adequate funding for the match portion of purchases of the grant.

Grant Summary:

Replace an aging quad that was purchased with ATV Grant ATV09-10 in May 2009 with a new Polaris Ranger Side x Side that would provide more efficient crew and tool transport for the operations and maintenance to of the park and its trail system.

TRADE-IN/SURPLUS QUAD DETAILS: Value to be determined at time of trade-in or surplus sale Estimated Value of \$500. Fleet #704 - 2006 - 700 Polaris Black/Silver 4x4 Quad

PROPOSED GRANT PURCHASE:

Polaris Ranger XP1000 with accessories as noted in itemized quote (See Attached)

****Total Purchase Price MSRP Online Build: \$46,934.75**

Quote 1:	Quote 2:	Quote 3:
MCGG	MidState Power Sports	John Day Polaris, Inc.
Lexington, OR	Redmond, OR	John Day, OR
\$45,500.00	\$47,276.00	\$51,116.00

****These quotes are for the grant application, when/if grant is approved for funding. Quotes would go back out to get actual pricing of vehicle at the time of purchase. ETA: July 2024**

2. FISCAL IMPACT:

20% Cash Match of Equipment purchased Estimate \$9,500 to be budgeted for in the 2024/2025 FY Budget.

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve resolution R-2023-25 to the Public Works Department to apply for the OPRD ATV Grant to fund for the purchase of new purchase of side by side.

Attach additional background documentation as needed.

**BEFORE THE BOARD OF COMMISSIONERS
FOR MORROW COUNTY, OREGON**

IN THE MATTER OF AUTHORIZING MORROW COUNTY)
PUBLIC WORKS DEPARTMENT TO APPLY FOR AN) RESOLUTION NO. R-2023-25
ALL-TERRAIN VEHICLE GRANT FROM THE OREGON)
PARKS & RECREATION DEPARTMENT FOR AN)
OPERATIONS & MAINTENANCE VEHICLE AT THE)
MORROW-GRANT COUNTY OFF-HIGHWAY VEHICLE PARK)

IN THE MATTER coming before the Morrow County Board of Commissioners, sitting as the governing body for the County, during its regularly scheduled meeting on November 1, 2023; and

WHEREAS, ORS 203.035 authorizes Morrow County to exercise authority within the County over matters of County concern; and

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the All-Terrain Vehicle Grant Program; and

WHEREAS, the Morrow County Parks Master Plan has identified the need to provide operations and maintenance for the trail system, campground, equipment and structures at the Morrow-Grant County OHV Park; and

WHEREAS, the Morrow County Public Works Department desires to participate in this grant program to the greatest extent possible as a means for needed park and recreation acquisitions, maintenance, improvements and enhancements; and

WHEREAS, the applicant hereby certifies that the matching share for this application is readily available at this time.

NOW, THEREFORE, BE IT RESOLVED that the Morrow County Public Works Department be authorized to apply for the ATV Grant from Oregon Parks and Recreation Department.

Dated this 1st day of November 2023.

**BOARD OF COMMISSIONERS
MORROW COUNTY, OREGON**

David Sykes, Chair

Approved as to Form:

Morrow County Counsel

Jeff Wenholz, Commissioner

Roy Drago Jr., Commissioner

ATV GRANT APPLICATION #10186

Business	Mid-State Polaris	John Day Polaris	Fun Country Powersports	Morrow County Grain Growers
Address	3399 S. HWY 97	821 W US HWY 26	1318 W 2nd St.	350 Main Street
City, State, Zip	Redmond, Oregon 97756	John Day, Oregon 97845	The Dalles, Oregon 97058	Lexington, Oregon 97839
Phone #	541-526-5931	541-575-0828	541-298-1161	541-989-8221
Email	john@midstatepolaris.com	johndaypolaris@yahoo.com	aaron@funcountrypowersports.com	justinb@mcgg.net
Salesperson	John Stadelman	Greg Haberly	Aaron	Justin Bailey
Date of Contact	10/24/2023	10/24/2023	10/24/2023	10/24/2023
Quote Received	10/25/2023	10/26/2023	NO QUOTE RECEIVED	10/25/2023
Quote Amount	\$47,276.00	\$51,116.00	N/A	\$45,500.00

MSRP Value
\$46,934.75

Note: These prices are quotes for the purpose of applying for the ATV Grant Program. Should funding through the grant program be approved, businesses that responded to the initial request will be contacted once funding is approved to obtain actual purchasing price of the machine and accessories.

Kirsti Cason

From: Kirsti Cason
Sent: Wednesday, October 25, 2023 1:06 PM
To: Morrow County Parks
Cc: Kirsti Cason
Subject: FW: Quote for Ranger XP 1000 - Morrow County Parks
Attachments: Ranger XP 1000 with Duraclutch & accessories.pdf

Importance: High

There have been a couple items in the accessories components that have been pointed out to me that need additional information or clarification. Below are items that have or need to be adjusted on the original document for all items to work properly.

1. Bead lock for the tires – Please remove as utilizing stock tires that come with the machine
2. Ryno Rack needs to be added as it is a requirement for the Traction Board
3. Add upper panel for lights as it was missing
4. Add 3 additional light wiring harnesses as was informed need one for each light
5. Remove back light wiring harness for crew, as ranger is not a crew cab so not necessary

Should you need additional information please let me know.

Kirsti Cason

Administrative Assistant
Morrow County Public Works Dept.
Road Dept. - Gen. Maint. - Airport
Transfer Station - Parks
P.O. Box 428
Lexington, Oregon 97839
Phone: 541-989-9500
Cell: 541-256-0186
Park Reservations: 541-989-8214
E-mail: kcason@co.morrow.or.us

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From: Kirsti Cason
Sent: Tuesday, October 24, 2023 4:25 PM
To: Morrow County Parks <mcparks@co.morrow.or.us>
Cc: Kirsti Cason <kcason@co.morrow.or.us>
Subject: Quote for Ranger XP 1000 - Morrow County Parks
Importance: High

Hello I have reached out to you or have spoke with someone there regarding getting a quote for a Polaris Ranger XP1000.

Attached you should find a document with the specifications that we needing quoted on the machine.

This **MUST** be itemized per item with price as it is for a government program.

Please note that the machine will not be purchased if approved until summer of 2024. We understand that pricing may change between now and then, if approved to purchase we will reach out to you to obtain the current pricing. The quotes **must be received back no later than Thursday, October 26, 2023 9am pacific time.**

Should you have any comments or questions regarding this information please let me know.
Thank you for your time and attention as I know it is valuable!

Kirsti Cason

Administrative Assistant
Morrow County Public Works Dept.
Road Dept. - Gen. Maint. - Airport
Transfer Station - Parks
P.O. Box 428
Lexington, Oregon 97839
Phone: 541-989-9500
Cell: 541-256-0186
Park Reservations: 541-989-8214
E-mail: kcason@co.morrow.or.us

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Build Summary



RANGER XP 1000 NorthStar Edition Ultimate
R24RRY99AJ



Azure Crystal Metallic

HD Brushguards - Rear
\$464.99 | #2884217

HD Brushguards - Front
\$719.99 | #2885105

Rock Guard with Step
\$259.99 | #2882530

Pro Armor 20" Dual Row LED Light Bar
\$409.99 | #2883107

RIGID® SR-Series 10" Combo LED Light
\$339.99 | #2883123

Upper Switch Panel Lightbar Harness
\$119.99 | #2889675

LED Light Bar Wiring Harness - Rear Facing Crew Extension
\$29.99 | #2883854

Light Bar Mount
\$49.99 | #2890053

LED Y-Harness
\$19.99 | #2879860

Lock & Ride Bed Extender/Divider
\$259.99 | #2882752

Front Hood Storage Rack
\$299.99 | #2890583

Rhino-Rack® Eyelet Tie-Downs
\$52.00 | #2889527

Rhino-Rack® Multi-Purpose Tool Holder
\$111.00 | #2889528

12V Cargo Bed Power Kit
\$299.99 | #2889673

Trash Can Hauler
\$149.99 | #2889876

Electronic Cargo Box Lift
\$999.99 | #2884141

*DuraClutch
Upgrade Installed
2022-2023
XP 1000 NORTHSTAR
-See ATTACHED-*

Lock & Ride Storage Box
\$349.99 | #2883279

Rhino-Rack® Traction Board Mount
\$179.00 | #2889530

Mud Guards
\$149.99 | #2889689

3:1 Hitches - 2" x 2" Receiver
\$39.99 | #2830522

12MM x 1.5 Splined Lug Nuts with Wrench Adaptor
\$39.99 | #2879332

15" Forged Beadlock Rings
\$159.99 | #1522240-266

Prospector Pro® Track Mount Kit
\$569.99 | #2889425

Prospector Pro 2.0 Track System
\$5,729.99 | #2890034

Work Beacon LED Light
\$269.99 | #2883265

Pulse™ Wiring Harness - 1 LED Light
\$99.99 | #2883230

Cargo Bed Rear Winch
\$629.99 | #2884215

Polaris Pulse Roof 6
\$129.99 | #2882904

Additional Notes

Starting Price
\$32,199
US MSRP ⓘ

As Configured
\$45,135.75
US MSRP

* Excludes destination charge of \$1,595.00

DURACLUTCH

Specialty Vehicles International (SVI) • 5112 Northstar Lane • Suite 2 • Nisswa, MN 56468

<https://www.duraclutch.com>

Phone: (218) 967-8205

Monday through Friday 8am – 5pm

**2022-2023 RANGER XP1000 NORTHSTAR
2022-2023 RANGER CREW XP1000
NORTHSTAR
Kit #15-549**






From: \$1,799.00

READY TO RUN - Just bolt on and go!

Here's what comes with your kit:



Save money – bundle your kit with all the extras and save BIG on shipping!

Product	Quantity
 Duraclutch Kit #15-549 \$1,799.00	1
 Spare Belt <input type="checkbox"/> Add for \$159.99	
 Clutch Puller <input type="checkbox"/> Add for \$49.99	
 Blower <input type="checkbox"/> Add for \$125.00	
 Belt Temperature Gauge <input type="checkbox"/> Add for \$310.00	

\$1799.00

Kirsti Cason

From: Justin Bailey <JustinB@mcgg.net>
Sent: Wednesday, October 25, 2023 9:50 AM
To: Kirsti Cason
Subject: RE: Quote for Ranger XP 1000 - Morrow County Parks
Attachments: 2024 Ranger N Star Ultimate.pdf

[EXTERNAL EMAIL] - STOP and VERIFY - This message came from outside of Morrow County Gov

Good morning,

Attached is my quote for the request you sent out. I did add a couple things in order for the multiple accessories to be functional. If you have any questions please reach out.

Thank you,

Justin Bailey

Polaris Sales & Finance
Morrow County Grain Growers, Inc.
PO Box 367
Lexington, Oregon 97839
Phone 541-989-8221 ext 204
Cell 541-256-0229
Email: justinb@mcgg.net



www.mcgg.net

Serving Agriculture since 1930!

Morrow County Grain Growers, Inc. is a producer owned agricultural company that provides superior service and value to our customers.

From: Kirsti Cason <kcason@co.morrow.or.us>
Sent: Tuesday, October 24, 2023 4:25 PM
To: Morrow County Parks <mcparcs@co.morrow.or.us>
Cc: Kirsti Cason <kcason@co.morrow.or.us>
Subject: Quote for Ranger XP 1000 - Morrow County Parks
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello I have reached out to you or have spoke with someone there regarding getting a quote for a Polaris Ranger XP1000.

Morrow County Grain Growers INC.

**Prepared For**

MORROW COUNTY PARKS
COUNTY OF MORRO
COURT HOUSE
HEPPNER, OR 97836

Deliver To**Prepared By**

JUSTIN BAILEY
541-256-0229

Purchase Order

Tax Number

Shipped Via

Valid Through

November 7, 2023

Qty	Description	Each	Extended
	Year: 2024 Make: POLARIS Model: N STAR ULTIMATE Serial Number: MUST ORDER Description: RANGER		\$32,199.00
	Subtotal		\$32,199.00

ACCESSORIES

2884217	HD REAR BRUSHGUARD		\$465.00
2885105	HD FRONT BRUSHGUARD		\$720.00
2882530	ROCK GUARD		\$260.00
2883107	20" LIGHT BAR		\$410.00
2883123	10" LIGHT BAR		\$340.00
2883230	LIGHT BAR HARNESS		\$100.00
2883230	LIGHT BAR HARNESS		\$100.00
2889674	UPPER SWITCH BANK		\$85.00
2889675	UPPER SWITCH HARNESS		\$120.00
2890053	LIGHT BAR MOUNT		\$50.00
2879860	LED Y HARNESS		\$20.00
2882752	BED DIVIDER		\$260.00
2890583	HOOD STORAGE RACK		\$300.00
2889236	RHINO RACK		\$520.00
2889235	RHINO RACK MOUNT		\$530.00
2889527	RHINO EYELET TIE DOWNS		\$52.00
2889528	RHINO TOOL HOLDER		\$111.00
2889673	BED POWER KIT		\$300.00

Date

October 25, 2023

Morrow County Grain Growers Inc.

**Prepared For**

MORROW COUNTY PARKS
COUNTY OF MORRO
COURT HOUSE
HEPPNER, OR 97836

Deliver To**Prepared By**

JUSTIN BAILEY
541-256-0229

Purchase Order

Tax Number

Shipped Via

Valid Through

November 7, 2023

Qty	Description	Each	Extended
	2889876 TRASH CAN HAULER		\$150.00
	2884141 CARGO BOX LIFT		\$1,000.00
	2883279 STORAGE BOX		\$350.00
	2889530 RHINO TRAC. BOARD MOUNT		\$180.00
	2889689 MUD GUARDS		\$150.00
	2830522 3:1 HITCH		\$40.00
	2889425 TRACK MOUNTS		\$570.00
	2890034 TRACKS		\$5,730.00
	2883265 LED WORK BEACON		\$270.00
	2883230 LIGHT BAR HARNESS		\$100.00
	2884215 REAR WINCH RACK		\$630.00
	DURACLUTCH		\$1,800.00
	ACCESSORY INSTALLATION		\$1,300.00
		Subtotal	\$17,013.00

DISCOUNT

ACCESSORY DISCOUNT	-\$1,390.00
POLARIS GOVERNMENT DISCOUNT	-\$1,750.00
MCGG SALES DISCOUNT	-\$572.00
	Subtotal
	-\$3,712.00

Pricing valid for 30 days.

Morrow County Grain Growers INC.



Prepared For

MORROW COUNTY PARKS
COUNTY OF MORRO
COURT HOUSE
HEPPNER, OR 97836

Deliver To

Prepared By

JUSTIN BAILEY
541-256-0229

Purchase Order	Tax Number	Shipped Via	Valid Through November 7, 2023
----------------	------------	-------------	-----------------------------------

Qty	Description	Each	Extended
-----	-------------	------	----------

Pricing subject to change based on manufacturer programs.

Customer is responsible for any titling and payment of resident state sales tax.

Customer is responsible for insurance on unit.

Used equipment is sold as is, where is.

Purchaser (Print): _____ Date: _____

Signature: _____ Date: _____

TOTAL
* \$45,500.00

Kirsti Cason

From: John Stadelman <john@midstatepolaris.com>
Sent: Wednesday, October 25, 2023 1:20 PM
To: Kirsti Cason
Subject: Re: FW: Quote for Ranger XP 1000 - Morrow County Parks
Attachments: MORROW COUNTY.pdf

[EXTERNAL EMAIL] - STOP and VERIFY - This message came from outside of Morrow County Gov

Here is the quote with the corrected items.

Thank-you!

John Stadelman
Midstate Power Sports
3399 S HWY 97
Redmond, OR 97756
541-526-5931
541-526-5921 Fax

-----Original Message-----

From: "Kirsti Cason" [kcason@co.morrow.or.us]
Date: 10/25/2023 04:07 PM
To: "Morrow County Parks" <mcparks@co.morrow.or.us>
CC: "Kirsti Cason" <kcason@co.morrow.or.us>
Subject: FW: Quote for Ranger XP 1000 - Morrow County Parks

There have been a couple items in the accessories components that have been pointed out to me that need additional information or clarification. Below are items that have or need to be adjusted on the original document for all items to work properly.

Bead lock for the tires – Please remove as utilizing stock tires that come with the machineRyno Rack needs to be added as it is a requirement for the Traction BoardAdd upper panel for lights as it was missingAdd 3 additional light wiring harnesses as was informed need one for each lightRemove back light wiring harness for crew, as ranger is not a crew cab so not necessary Should you need additional information please let me know.

Kirsti Cason
Administrative Assistant
Morrow County Public Works Dept.
Road Dept. - Gen. Maint. - Airport
Transfer Station - Parks
P.O. Box 428
Lexington, Oregon 97839
Phone: 541-989-9500
Cell: 541-256-0186
Park Reservations: 541-989-8214
E-mail: kcason@co.morrow.or.us

"NOTICE: This message (including attachments) is covered by the United States Electronic Communication Privacy Act, 18 U.S.C. sections 2510-2521, and various similar acts and laws worldwide, and is CONFIDENTIAL. If you believe that it

Status: Quote

MIDSTATE POWER SPORTS

Quote #: 30098

Invoice Date:

3399 S. Hwy 97



Print Date: 10/25/2023

Redmond Oregon 97756

541-526-5931

midstate@bendcable.com

BILLING ADDRESS
MORROW COUNTY P.O. BOX 428 LEXINGTON, OR 97839 United States (541) 989-9500 KCASON@CO.MORROW.OR.US

SHIP ADDRESS
MORROW COUNTY United States (541) 989-9500 KCASON@CO.MORROW.OR.US

Sales Rep	Terms	Tax Code	Customer PO	Sales Type	Ship Date
	COD	TAX		Regular or Over the Counter	10/25/2023

Req	Fill	OEM Code	Item No.	Item Description	Bin Location	Your Price	Amount
1.00	1.00		POLARIS	2024 POLARIS RANGER XP 1000 NORTHSTAR ULTIMATE		32,199.00	32,199.00
1.00	1.00		FREIGHT	POLARIS FACTORY FREIGHT		1,595.00	1,595.00
1.00	1.00		DISCOUNT	POLARIS GOV DISCOUNT		(1,750.00)	(1,750.00)
1.00	1.00	POL	2884217	K-ACCY,BUMPER RR,HD,ZS	HUT 2	465.00	465.00
1.00	1.00	POL	2885105	K-ACCY,BUMPER,FRT,HD,ZS	LEAN TO	720.00	720.00
1.00	1.00	POL	2882530	ROCKSLIDERS	HUT 1	260.00	260.00
1.00	1.00	POL	2883107	K-LIGHTBAR,20		410.00	410.00
1.00	1.00	POL	2883123	K-LIGHTBAR,10 COMBO	SHOWROOM	340.00	340.00
1.00	1.00	POL	2889675	K-ACCY,HARNESS,ROOF,LIGH TBAR	SHELF 6	120.00	120.00
1.00	1.00	POL	2890053	K-MTG,LIGHTBAR,DIECAST,PA		50.00	50.00
1.00	1.00	POL	2879860	K-HARNESS,Y-LIGHTS,	SHELF 3	20.00	20.00
1.00	1.00	POL	2882752	K-ACCY,EXT DIV,ZS	HUT 1	260.00	260.00
1.00	1.00	POL	2882690	HOOD STORAGE RACK	HUT 1	380.00	380.00
1.00	1.00	POL	2889527	K-ACCY,RHINO,EYE BOLT	LUNCHROOM	52.00	52.00
1.00	1.00	POL	2889528	K-ACCY,RHINO,TOOL HOLDER	NORTH HUT	111.00	111.00
1.00	1.00	POL	2889673	K-ACCY,BOX,PWR		300.00	300.00
1.00	1.00	POL	2889876	K-ACCY,LNR,CAN,HITCH	HUT 1	150.00	150.00
1.00	1.00	POL	2884141	K-ACCY LIFT CARGO BOX	LUNCH ROOM	1,000.00	1,000.00
1.00	1.00	POL	2883279	K-ACCY,STORAGE BOX,ZS	HUT 1	350.00	350.00
1.00	1.00	POL	2889530	K-ACCY,RHINO,BOARD MOUNT		179.00	179.00
1.00	1.00	POL	2889689	K-ACCY,MUD,GUARD,HVAC		150.00	150.00
1.00	1.00	POL	2830522	2 X2 HITCH,2 BALL	SHOWROOM	40.00	40.00
1.00	1.00	POL	2879332	12MM LUG NUT KIT (16) WITH WREN		40.00	40.00
1.00	1.00	POL	2889425	K-MNT,TRACK,STD,RGR,FS	LEAN-TO	570.00	570.00
1.00	1.00	POL	2890034	K-ACCY,TRACKS,FS,18/17	LEAN-TO	5,730.00	5,730.00
1.00	1.00	POL	2883265	K-ACCY,LIGHT,ORB,ZS	SHOWROOM	270.00	270.00
3.00	3.00	POL	2883230	K-ACCY,LGTBAR,1 LT,ZS	SHELF 6	100.00	300.00
1.00	1.00	POL	2889236	K-ACCY,PLATFORM,RHINO,3P ASS	HUT 1	520.00	520.00
1.00	1.00	POL	2889233	K-ACCY,RACK,MNT,RHINO,3PA SS	HUT 1	410.00	410.00
1.00	1.00		DURA CLUTCH	DURA CLUTCH		1,799.00	1,799.00

1.00 1.00 POL CAT TAX CORPERATE ACTIVITY TAX 236.00 236.00

Tax Authority Code

TAX	0.0000
-----	--------

Total Invoice

Items:	13,433.00
Fees:	0.00
Labor:	0.00
Kits:	0.00
Units:	0.00
Misc:	33,843.00
Subtotal:	47,276.00
Ship by Will Call	0.00
Sales Tax:	0.00
Total Due:	47,276.00
Total Paid:	0.00
Balance Due:	47,276.00

Tracking No.

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Invoice Payments

Type	Amount	Date
------	--------	------

THANK YOU FOR YOUR BUSINESS

- All returns are subject to a 20% restock fee.
- No returns without receipt.
- No returns on electrical items.
- No returns after 14 days.
- No returns on special orders or close out items.

Kirsti Cason

From: GREGG HABERLY <johndaypolaris@yahoo.com>
Sent: Thursday, October 26, 2023 10:28 AM
To: Kirsti Cason
Subject: Re: Quote for Ranger XP 1000 - Morrow County Parks
Attachments: Scan_0068.pdf

[EXTERNAL EMAIL] - STOP and VERIFY - This message came from outside of Morrow County Gov

Gregg Haberly

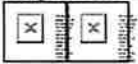
John Day Polaris

821 W Hwy 26

John Day, OR 97845

C# 541-620-0134

<http://www.johndaypolaris.com>



On Wednesday, October 25, 2023 at 01:05:44 PM PDT, Kirsti Cason <kcason@co.morrow.or.us> wrote:

There have been a couple items in the accessories components that have been pointed out to me that need additional information or clarification. Below are items that have or need to be adjusted on the original document for all items to work properly.

1. Bead lock for the tires – Please remove as utilizing stock tires that come with the machine
2. Ryno Rack needs to be added as it is a requirement for the Traction Board
3. Add upper panel for lights as it was missing
4. Add 3 additional light wiring harnesses as was informed need one for each light
5. Remove back light wiring harness for crew, as ranger is not a crew cab so not necessary

Should you need additional information please let me know.

Kirsti Cason

Administrative Assistant

Morrow County Public Works Dept.

Road Dept. - Gen. Maint. - Airport

John Day Polaris, Inc.

821 Hwy 26
John Day, OR 97845
541-575-0828

Part Quote

Sold To: MORROW COUNTY OHV
PARK

Date: 10/26/2023 10:16 AM

Sold	S/O	Lay	P/U	Part Number	Sup	Description	Ext Price	Bin
1	0	0	0	R24RRY99AJ	JD	2024 RANGER XP 1000 NORTHSTAR EDITION ULTIMATE	\$32,800.00	
1	0	0	0	Accessories	JD	Accessories AS SPECTED	\$17,066.00	
10	0	0	0	LABOR	JD	SERVICE LABOR	\$1,250.00	

Subtotal \$51,116.00

Sales Tax \$0.00

Quote Total \$51,116.00

ACCESSORIZED AS SPECTED OUT

This is Part Quote only. All prices are subject to change.

(This is not an Invoice)



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Umatilla Electric Cooperative (UEC) is proposing a new transmission line called Umatilla-Morrow County Connect Project. UEC has filed an Notice of Intent (NOI) with the Oregon Energy Facility Siting Council (EFSC). The Umatilla-Morrow County Connect Project is a proposed 14-mile 230kV transmission line with four route alternatives. The proposed transmission line would be located within a site boundary of up to 255 acres in unincorporated areas of eastern Morrow and western Umatilla counties, primarily north of I-84. Proposed project is subject to EFSC jurisdiction based on the length of the proposed facility and the multiple municipal jurisdictions.

Attachments:

1. Draft letter from Board of Commissioners to Chase McVeigh Walker, Senior Siting Analyst.
2. Public Notice, Notice of Intent for Morrow-Umatilla Connect Project
3. October 13, 2023 letter from Chase McVeigh Walker, Senior Siting Analyst regarding request for comments and Reviewing Agency Memo.
4. Facility Location Map

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

Approve attached letter.

Attach additional background documentation as needed.



BOARD OF COMMISSIONERS

110 N Court St. • P.O. Box 788
Heppner, OR 97836
541-676-5613
www.co.morrow.or.us

David Sykes, Chair
Jeff Wenholz, Commissioner
Roy Drago Jr., Commissioner

November 1, 2023

Chase McVeigh-Walker
Senior Siting Analyst
Oregon Department of Energy
550 Capitol Street N.E.
Salem, OR 97301

RE: Request for Comments, Notice of Intent submitted by Umatilla Electric Cooperative for the proposed Umatilla-Morrow County Connect Project

Dear Mr. McVeigh-Walker,

Thank you for the opportunity to comment on the Notice of Intent and to provide the applicable substantive criteria for the Umatilla-Morrow County Connect Project. The Morrow County Board of Commissioners also acts as the Special Advisory Group (SAG) as appointed by the Energy Facility siting Council (EFSC). As requested in your October 13, 2023 letter, Morrow County provides a response in accordance with OAR 345-015-0120, below.

Requested responses to OAR 345-015-0120 standards are shown below in **bold**, followed by a response in standard font.

1. The name, address and telephone number of the agency contact person assigned to review the application.

The local contact person is Tamra Mabbott, Planning Director,
tmabbott@co.morrow.or.us, 541-922-4624.

2. Comments on aspects of the proposed facility that are within the particular responsibility or expertise of your agency.

Morrow County has responsibility for land use planning and regulation, county road maintenance, construction and access management, weed control and solid waste. As part of our land use review process, Morrow County coordinates with local, state and federal agencies.

3. A list of statutes, administrative rules and local government ordinances administered by the agency that might apply to construction or operation of the proposed facility and a description of any information needed for determining compliance.

Morrow County applicable ordinances include the following: Morrow County Comprehensive Plan, Morrow County Zoning Ordinance, Morrow County Subdivision Ordinance, Morrow County Transportation System Plan, Morrow County Public Works Policy on Renewable Energy Development, Morrow

County Solid Waste Ordinance, Morrow County Code Enforcement Ordinance, Morrow County Weed Control Ordinance, and the Morrow County Natural Hazards Mitigation Plan. A detailed list is attached and is also accessible on the county website.

4. A list of any permits administered by the agency that might apply to construction or operation of the proposed facility and a description of any information needed for reviewing a permit application.

- Conditional Use Permit (including Articles 3, 4 and 6 standards)
- Site Plan Review
- Zoning Permit (for each parcel/tax lot)
- Road Use Agreement (to be provided by County after completion of Traffic Analysis)
- Access Permits (to all County roadways)

5. Recommendations regarding the size and location of analysis area.

The project is located in a remote, rural area and based on experience with other energy construction projects in Morrow County, all towns within a 30-mile area are impacted. Some of those impacts are positive, for example, additional commerce for grocery and lodging businesses. Some of the impacts have had negative impacts, for example temporary construction workers occupying non-permitted camping areas which present public health and fire and safety concerns.

Other analysis areas proposed appear to be adequate.

6. A list of studies that should be conducted to identify potential impacts of the proposed facility and mitigation measures.

Based on adopted Morrow County Ordinances, Policies and Plans, we would require the following:

- Wildlife and Habitat studies
- Analysis of current Noxious and Invasive Weeds with Mitigation Plan;
- Traffic Impact Analysis
- Review of possible Flood and other Hazards
- Cultural Resource Analysis of impacted lands
- Assessment of Socioeconomic Impacts

If you have any comments or questions about this or the Ordinances, Plans and Policies referenced herein, please contact Tamra Mabbott, 541-922-4624, tmabbott@co.morrow.or.us or Eric Imes, Morrow County Public Works Director, 541-989-8584, eimes@co.morrow.or.us.

Sincerely,

David Sykes
Chair

Jeff Wenholz
Commissioner

Roy Drago Jr.
Commissioner

Applicable Plans, Ordinances, Policies, Morrow County

Morrow County Comprehensive Plan (MCCP)

Citizen Involvement Policies

General Land Use Policies

Agricultural Lands Policies

Economic Policies

Housing Policies

Public Facilities and Services Policies

Energy Policies

<https://www.co.morrow.or.us/planning/page/comprehensive-plan>

Morrow County Zoning Ordinance (MCZO)

Article 3 Section 3.010 Exclusive Farm Use Zone

Section 3.010(B)24 and (25), 3.010 (D)(9) utility facility service lines.

Section 3.010(N) Transportation Impacts

Article 3 Section 3.073 Port Industrial Zone

Article 4 Supplementary Procedures (relative to access, parking and related measure)

Section 4.165 Site Plan Review

Article 6 Conditional Uses

Section 6.020 General Criteria

Section 6.025 Resource Zones Standards for Approval (same as ORS 215.296)

Section 6.030 General Conditions

Section 6.040 Permit and Improvements Assurance

<https://www.co.morrow.or.us/planning/page/zoning-ordinance>

Oregon Revised Statutes and Oregon Administrative Rules

ORS 215.243 Agricultural Lands Policy

ORS 215.296 standards for approval of certain uses in EFU Zones

https://www.oregonlegislature.gov/bills_laws/ors/ors215.html

Morrow County Transportation System Plan (TSP)

Chapter 6 Transportation System Plan Appendix D Traffic Impact Analysis Guidelines

Road Use Agreement (sample to be provided)

https://www.co.morrow.or.us/sites/default/files/fileattachments/planning/page/12211/tsp_complete_document.pdf

Morrow County Solid Waste Management Ordinance Section 5.000 Public Responsibilities

https://www.co.morrow.or.us/sites/default/files/fileattachments/public_works/page/2181/ordinance2008update-1.pdf

Morrow County Code Enforcement Ordinance

https://www.co.morrow.or.us/sites/default/files/fileattachments/planning/page/11881/2019_code_enforcement_final.pdf

Morrow County Weed Control Ordinance

https://www.co.morrow.or.us/sites/default/files/fileattachments/public_works/page/2361/morrow_county_weed_ordinance.pdf

Morrow County Multi-Jurisdictional Natural Hazard Mitigation Plan

https://www.co.morrow.or.us/sites/default/files/fileattachments/planning/page/2451/nhmp_2016_final_adoption.pdf

Umatilla-Morrow County Connect Project Notice of Intent



PUBLIC NOTICE

Umatilla-Morrow County Connect Project Notice of Intent

Summary:

Notice Date: October 11, 2023

Newspaper Notice Dates:

- The Hermiston Herald - October 18, 2023
- East Oregonian - October 19, 2023

Proposal: An approximately 14-mile 230 kilovolt (kV) transmission line

Proposed Facility Location: From Umatilla Electric Cooperative's (UEC) Highway 730 Switchyard to UEC's planned Ordinance Switchyard in Morrow and Umatilla counties

Public Comment Deadline: December 1, 2023 at 5:00 PM Pacific Time (PT). See page 3 for information about how to submit comments.

In Person and Remote Public Informational Meeting:

Date: November 1, 2023

Time: 5:00 PM PT – In person Meet and Greet and 1 on 1 questions with Oregon Department of Energy (ODOE or Department) and Applicant

6:00 PM PT – Presentation/Webinar by ODOE and applicant followed by Q&A or comment.

Location: Port of Morrow Riverfront Center
Riverfront Room
2 Marine Dr NE Boardman, OR 97818

Call In: +1-408-418-9388
Access Code: 2350 529 5022

Webinar:
<https://odoe.webex.com/odoe/j.php?MTID=mf4f67d7bd9b8ad6343ab3e07568e5c75>
Webinar number: 2350 529 5022
Password: EFSC (3372)

Applicant: Umatilla Electric Cooperative

Proposed Facility Description: The facility is a proposed 14-mile 230 kV transmission line with 90 to 120 foot tall steel structures, with four route alternatives (A, B, C and D); and a potential distribution line rebuild along the same route as the proposed facility. Related or supporting facilities include temporary and permanent access roads; temporary laydown, fly yard, and construction yard areas.

More detailed information about the proposed facility components is available in NOI Exhibit B.

Proposed Facility Location: The proposed site boundary includes up to 255 acres in unincorporated areas of eastern Morrow and western Umatilla counties. A map of the site boundary is attached to this document.

A map of the proposed facility site boundary is attached to this notice and more maps are available in Figures C1, C2, and D1 of the NOI at: <https://www.oregon.gov/energy/facilities-safety/facilities/Pages/UMCC.aspx>

There is also an online mapping tool with this and all other EFSC projects at: https://tools.oregonexplorer.info/OE_HTMLViewer/index.html?viewer=renewable&layerTheme=efsc

EFSC Review Process Overview: The site certificate process is a consolidated, comprehensive permitting process with several opportunities for public participation and comment. The applicant must demonstrate that the proposed facility meets the standards established by the Energy Facility Siting Council (EFSC or Council) in Oregon Administrative Rule (OAR) Chapter 345, as well as all other applicable Oregon statutes, rules and standards. The Oregon Department of Energy (ODOE or Department) serves

as staff to the Council and conducts much of the application review process.

Notice of Intent: On September 13, 2023, the Department received a Notice of Intent to File an Application for Site Certificate (NOI) for the proposed facility. Submitting the NOI is the first step in the process of obtaining a site certificate. The NOI includes information about the site and characteristics of the proposed facility and discusses potential impacts from construction and operation of the proposed facility. The NOI, and any comments on the NOI from the public, state agencies, local governments, or Native American Tribes will be used to establish the legal standards and evidentiary requirements for the review of the full application in the Project Order.

Land Use Standard: The applicant may choose to meet the Council's Land Use Standard, OAR 345-022-0030, by obtaining land use approval from the affected local governments or by seeking a determination of compliance from Council. In the NOI the applicant has indicated that it intends to seek a determination from Council.

If the applicant chooses to obtain local land use approval later in the process, any person interested in land use issues should participate in the affected local governments' land use processes if they are not yet complete.

Public Comments: This notice initiates the public comment period on the NOI. Comments are encouraged to help the Department and the applicant identify issues and concerns early in the process. **Comments must be received by December 1, 2023 at 5:00 PM PT**, to be considered in the development of the Project Order.

The Department is now accepting public comments through an online portal. The portal is intended to provide a convenient option to participate in Council proceedings. The portal can be accessed at: <https://odoe.powerappsportals.us/SitingPublicComment/>

To comment on this project, select "Umatilla-Morrow County Connect Project" from the drop-down menu and follow the instructions. You will receive an email confirmation after submitting your comment.

Written comments may also be submitted by mail, e-mail, or by fax. Please send comments to:

Oregon Department of Energy
ATTN: Chase McVeigh-Walker, Senior Siting Analyst
550 Capitol Street NE
Salem, OR 97301
Phone: (971) 600-5323
Fax: (503) 373-7806
Email: chase.mcveigh-walker@energy.oregon.gov

Please Note: Submitting comments does not automatically register you to receive notices. If you would like to receive notices for this or any other siting project, please sign up here: <http://web.energy.oregon.gov/cn/a6n53/subscribe>

Informational Meeting: The Department will host a public informational meeting on the NOI to provide additional an opportunity for the public to learn about the proposed facility and the state siting review process, provide written or oral comments, and ask questions. Details on the date, time, and location of the meetings are provided on page 1 of this notice.

The informational meeting is not a public hearing, and participation in the informational meeting is not required to establish eligibility to participate in the contested case proceeding.

Project Order

Based on the Department's review of the NOI and all comments received during the NOI comment timeframe, the Department will issue a Project Order establishing the state and local standards and criteria that must be met for Council to issue a site certificate.

Preliminary Application for Site Certificate

An applicant has two years from the date of submitting the NOI to submit their preliminary application for site certificate.

During this phase, the Department, along with applicable state agencies, local governments and tribal governments will review the preliminary application to ensure it is complete.

Complete Application for Site Certificate

Under OAR 345-015-0190(5), an application is complete when the Department finds that the certificate holder has submitted information

adequate for Council to make findings or impose conditions on all applicable Council standards.

This phase will include another public notice and a public informational meeting. However, there is no public comment timeframe associated with this phase.

Draft Proposed Order

The Draft Proposed Order contains the Department's initial recommendation to Council, who are the final decision makers, on whether each applicable standard is met. The Draft Proposed Order will include staff's analysis of the request as well as comments received from state agencies, local governments, and tribal governments. The Draft Proposed Order will include recommended findings of facts, conclusions or law and conditions of approval.

Issuance of the Draft Proposed Order will initiate a public comment period. In addition to the written public comment period, there will be an opportunity for oral comments at one or more public hearings. To preserve your right to request to participate in the contested case proceeding and any subsequent appeal of the Council's decision, you must comment either orally at the public hearing or in writing during the comment period on the Draft Proposed Order.

Following the conclusion of the comment period, Council will review the Draft Proposed Order and all submitted comments and will provide their comments to the Department.

Proposed Order

Taking into consideration all the comments received, the Department will issue a Proposed Order, staff's second recommendation to Council. Council will appoint a Hearing Officer to conduct a contested case hearing on the Proposed Order.

Contested Case

The purpose of the contested case proceeding is for an impartial hearing officer to evaluate properly raised issues and make a recommendation to Council on those issues. Only people who commented on the Draft Proposed Order may request to participate in the contested case proceeding.

Final Order

Following a contested case proceeding, Council shall issue a Final Order either approving or denying the proposed facility.

For more information, please visit:

<http://www.oregon.gov/energy/facilities-safety/facilities/Pages/Siting-Standards.aspx>

Receipt of this Notice: You are receiving this notice because your property is:

1. Within 100 feet of property which the subject of the NOI, where the subject property is wholly or in part within an urban growth boundary;
2. Within 250 feet of property which is the subject of the NOI, where the subject property is outside an urban growth boundary and not within a farm or forest zone; or
3. Within 500 feet of property which is the subject of the NOI, where the subject property is within a farm or forest zone; and/or
4. You have previously signed up to receive notices on energy facility siting projects. You will automatically receive all future email notices per your request, unless you unsubscribe. You may unsubscribe at: <http://web.energy.oregon.gov/cn/a6n53/subscribe>

If you do not wish to receive future notice regarding this facility, please contact the Department.

More Information: Additional information about the proposed facility and the EFSC review process can be obtained:

Online: More details on the Umatilla-Morrow County Connect Project including an electronic copy of the NOI, this notice, and other documents are available at:

<https://www.oregon.gov/energy/facilities-safety/facilities/Pages/UMCC.aspx>

Resources describing the State Siting Process, including "Oregonians Guide to Siting and Oversight of Energy Facilities" are available at:

<https://www.oregon.gov/energy/facilities-safety/facilities/>

By Email: Subscribe to receive email updates on the proposed facility or other energy facilities at:
<http://web.energy.oregon.gov/cn/a6n53/subscribe>

To receive notices by U.S. Mail, please contact the Department and request to be added to the paper notice list.

At the Oregon Department of Energy: The NOI and other materials are available for public inspection at the following location at no cost:

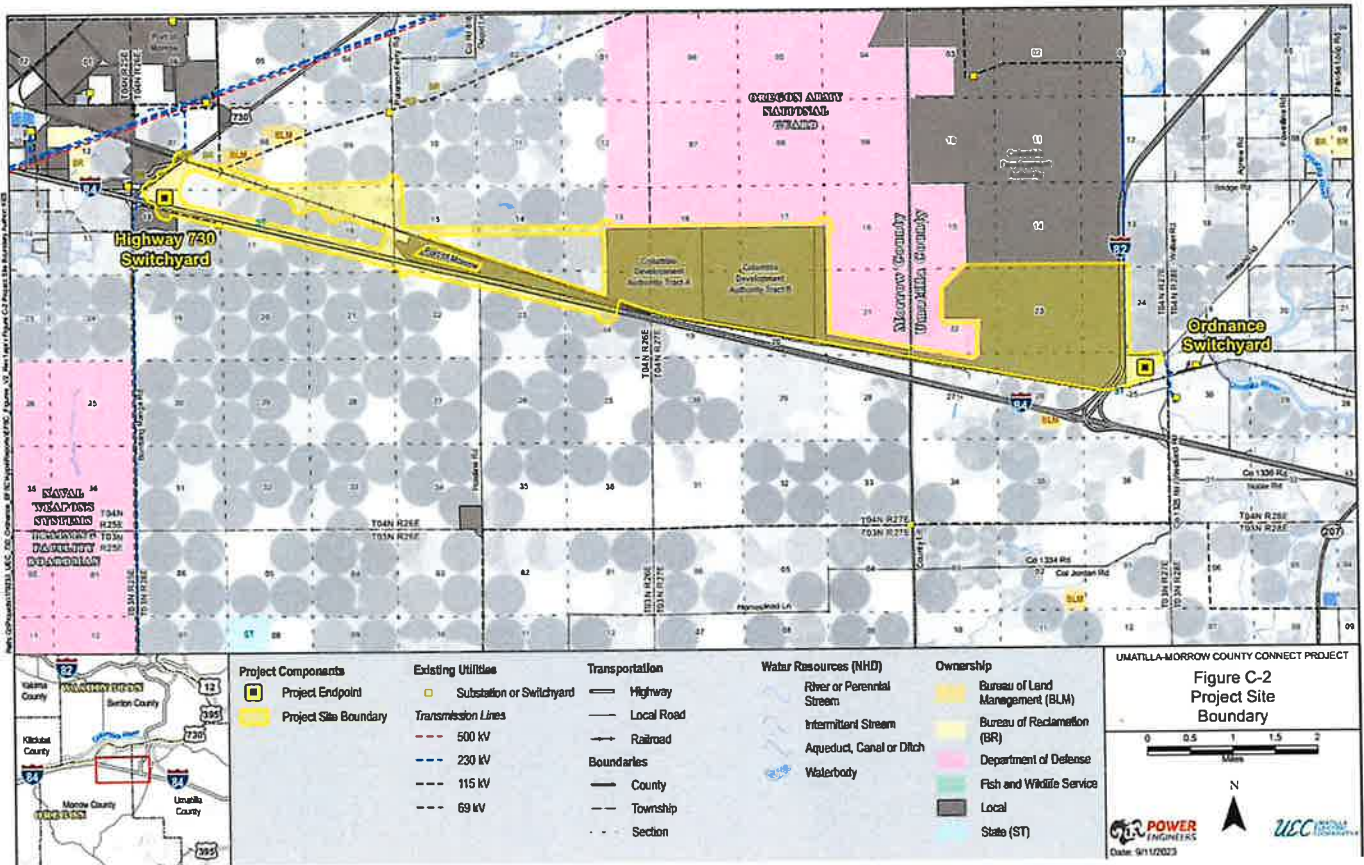
Oregon Department of Energy
550 Capitol Street NE
Salem, OR 97301

Please contact the Department to arrange viewing of the NOI. Printed copies will be provided at reasonable cost upon request.

Accessibility information:

The Oregon Department of Energy is committed to accommodating people with disabilities. If you require any special physical or language accommodations, or need information in an alternate format, please contact Nancy Hatch at 503-428-7905, toll-free in Oregon at 800-221-8035, or by email at nancy.hatch@energy.oregon.gov.

FACILITY SITE BOUNDARY VICINITY MAP





Oregon

Tina Kotek, Governor



OREGON
DEPARTMENT OF
ENERGY

550 Capitol St. NE
Salem, OR 97301
Phone: 503-378-4040
Toll Free: 1-800-221-8035
FAX: 503-373-7806
www.oregon.gov/energy

October 13, 2023

Morrow County Board of Commissioners

Via email: dsykes@co.morrow.or.us; jwenholz@co.morrow.or.us; rdrago@co.morrow.or.us; rlutcher@co.morrow.or.us

Re: Request for Review/Comment on the Notice of Intent and Appointment of Board of Commissioners as a Special Advisory Group for the Umatilla-Morrow County Connect Project

On September 22, 2023, the Oregon Department of Energy (ODOE), staff to the Energy Facility Siting Council (EFSC), received a Notice of Intent to file a Site Certificate Application (NOI) from Umatilla Electric Cooperative (applicant), for the proposed Umatilla-Morrow County Connect Project.

The applicant proposes to construct, operate and maintain a 14-mile 230 kV transmission line with four route alternatives (A, B, C and D), and would include 90 to 120 foot tall steel structures, and a potential distribution line rebuild along the same route as the proposed facility. The facility would be located within a site boundary of up to 255 acres in unincorporated areas of eastern Morrow and western Umatilla counties, primarily north of I-84. Proposed related or supporting facilities include temporary and permanent access roads; temporary laydown, fly yard, and construction yard areas.

Pursuant to OAR 345-015-0115, the Department designates the Morrow County Board of Commissioners as a Special Advisory Group (SAG) for EFSC proceedings for this proposed facility. A SAG is the governing body of any local government within whose jurisdiction the facility is proposed to be located.

As a SAG, the Morrow County Board of Commissioners will be asked to perform several important functions during this review process. First, you will be asked to provide ODOE a list of all applicable substantive criteria from the local comprehensive plan and land use regulations that would be required if the County itself were conducting the review.

Those applicable substantive criteria, as well as any local interpretations the Morrow County Board of Commissioners has made regarding those criteria will be incorporated into ODOE's review process, and included in the Project Order, which will outline the application requirements for the proposed facility. Once the application is submitted, your second task will be to review the application for compliance with the County's substantive criteria, as outlined in the Project Order, and provide comments regarding any deficiencies in the application. And finally, you will be invited to provide comments or otherwise participate in a hearing on the Draft Proposed Order, which will include ODOE's preliminary recommendation regarding the application.

You may find it helpful to consult with the Morrow County Planning Department and staff throughout this process. The applicable substantive criteria and your comments may be communicated to EFSC either by the County directly or by a staff person (for instance, the Planning Director) acting on behalf of the Morrow County Board of Commissioners. If a staff member conveys criteria or comments to ODOE on behalf of the Morrow County Board of Commissioners, please confirm your concurrence with the comments either by a written statement from the Board of Commissioners or by having the staff member describe in writing, that the criteria or comments are conveyed "on behalf of the Morrow County Board of Commissioners

Costs associated with reviewing the NOI, application and preparing comments may be eligible for reimbursement. To receive reimbursement, the Department must have an interagency or intergovernmental agreement in place with your organization. If you do not have an agreement and would like to establish one, please contact the Department's financial analyst Sisily Fleming at sisily.fleming@energy.oregon.gov or 503-378-8356.

If you have any questions about your role as SAG for this process, or wish to schedule a presentation by the ODOE staff to the Board of Commissioners regarding the EFSC site certificate process and your role in it, please contact me at (971) 600-5323 or chase.mcveigh-walker@energy.oregon.gov.

Sincerely,



Chase McVeigh-Walker
Senior Siting Analyst, Oregon Department of Energy

cc: Tamra Mabbot, Planning Director, Morrow County Planning Department
tmabbot@co.morrow.or.us
Todd Cornett, Assistant Director for Siting, Oregon Department of Energy
Sarah Esterson, Senior Policy Advisor, Oregon Department of Energy
Patrick Rowe, Assistant Attorney General, Oregon Department of Justice



Oregon

Tina Kotek, Governor



OREGON
DEPARTMENT OF
ENERGY

550 Capitol St. NE
Salem, OR 97301
Phone: 503-378-4040
Toll Free: 1-800-221-8035
FAX: 503-373-7806
www.oregon.gov/energy

MEMORANDUM

To: Reviewing Agencies for the Umatilla-Morrow County Connect Project

From: Chase McVeigh-Walker, Senior Siting Analyst, Oregon Department of Energy

Date: October 13, 2023

Re: Comments requested by November 17, 2023 on the Notice of Intent to Apply for a Site Certificate for the Umatilla-Morrow County Connect Project, located in Umatilla and Morrow counties.

Introduction

On September 22, 2023, the Oregon Department of Energy (Department), staff to the Energy Facility Siting Council (Council), received a Notice of Intent to File an Application for a Site Certificate (NOI) for the Umatilla-Morrow County Connect Project. The NOI was submitted by Umatilla Electric Cooperative (applicant).

Your agency has been identified as a “reviewing agency” for the EFSC review. Accordingly, the Department requests your comments and recommendations on the NOI by **November 17, 2023**. Additional details and specific information requests are included below. The NOI can be downloaded at: <https://www.oregon.gov/energy/facilities-safety/facilities/Pages/UMCC.aspx>

Proposed Facility Description

As described in the NOI, the Umatilla-Morrow County Connect Project is a proposed 14-mile 230 kV transmission line with four route alternatives (A, B, C and D), and would include 90 to 120 foot tall steel structures, and a potential distribution line rebuild along the same route as the proposed facility. The facility would be located within a site boundary of up to 255 acres in unincorporated areas of eastern Morrow and western Umatilla counties, primarily north of I-84. Proposed related or supporting facilities include temporary and permanent access roads; temporary laydown, fly yard, and construction yard areas.

EFSC Review Process

The applicant expects to submit a preliminary Application for Site Certificate (ASC) in July 2024.

During the review of the ASC, the Council will determine if the proposed facility complies with the Council's standards established under Oregon Administrative Rule (OAR) chapter 345; other Oregon statutes and administrative rules applicable to the issuance of a site certificate; and the statewide planning goals adopted by the Land Conservation and Development Commission.

Before submitting an ASC, each applicant must submit an NOI providing information about the proposed facility and site. The information provided in the NOI, and any comments provided by state and local agencies, tribal governments and the general public are used to prepare a Project Order outlining the legal and study requirements for the ASC.

Reviewing agencies play an important role in the review of the NOI by providing information about what resources could be affected siting, construction, and operation of the proposed facility; what statutes, rules, and standards are applicable to the Council's review, and what information is needed to determine compliance. While the application review process includes additional opportunities for reviewing agency comment and input, your comments on the NOI are critical to ensure your agency's requirements are accurately reflected and addressed in the Project Order.

A complete description of the EFSC review process is available at:

<http://www.oregon.gov/energy/facilities-safety/facilities/Documents/Fact-Sheets/EFSC-Process-Flowchart.pdf>

Information Requests

In accordance with ORS 469.350 and OAR 345-015-0120, the Department requests the following information:

- 1) The name, address and telephone number of the contact person assigned to review the application for your agency.
- 2) Comments on aspects of the proposed facility that are within the particular responsibility or expertise of your agency.
- 3) A list of statutes, administrative rules and local government ordinances administered by your agency that might apply to construction or operation of the proposed facility and a description of any information needed for determining compliance.
- 4) A list of any permits administered by your agency that might apply to construction or operation of the proposed facility and a description of any information needed for reviewing a permit application.
- 5) Recommendations regarding the size and location of analysis areas (see below for more information).
- 6) A list of studies that should be conducted to identify potential impacts of the proposed facility and mitigation measures.

The NOI, announcements and notices about the proposed facility will be posted on ODOE's website at: <https://www.oregon.gov/energy/facilities-safety/facilities/Pages/UMCC.aspx>

Evaluation of Study/Analysis Areas

As described above, the Department requests your assistance determining the appropriate size of the analysis areas for potential impacts that may result from the construction and operation of the proposed facility.

Analysis areas are the minimum areas an applicant must study for potential impacts from the construction and operation of a proposed facility in its Application for Site Certificate. In its Notice of Intent, the Applicant recommended the analysis areas shown in the table below. If you believe that any of these analysis areas should be increased or decreased based upon nearby resources, please provide this information in your comments on the NOI. This information will be used to assist the Department in development of the Project Order.

Impacted Resource	Analysis Area*
Waters of the State/Wetlands	Site Boundary
Wildlife and Wildlife Habitat	0.5 miles
Threatened and Endangered Species	5 miles
Historic, Cultural, and Archaeological Resources	Site Boundary
Recreational Opportunities	5 miles
Scenic Resources	10 miles
Protected Areas	20 miles
Public Services (e.g. waste disposal, fire, water, traffic, housing)	10 miles
Wildfire Risk	0.5 miles
Land Use	0.5 miles
Seismic and Non-seismic Hazards	Site Boundary

*The analysis area includes the area within and extending the indicated distance from the site boundary.

Information Submittal

Please send your comments with the information requested above by **November 17, 2023** to:

Oregon Department of Energy
ATTN: Chase McVeigh-Walker, Senior Siting Analyst
550 Capitol Street NE
Salem, OR 97301
Phone: (971) 600-5323
Fax: (503) 373-7806
Email: chase.mcveigh-walker@energy.oregon.gov

If you require additional time to prepare comments, please contact the project Siting Analyst, Chase McVeigh-Walker, at the email above, or by phone at (971) 600-5323, as soon as possible.

Cost Recovery

The time that your agency spends during the EFSC review process may be eligible for reimbursement. To be able to be reimbursed, the Department needs an executed Interagency Agreement in place with your agency. If you have questions about whether your agency has an

agreement in place, or how or what type of work may be reimbursed, contact ODOE's Fiscal Analyst Sisily Fleming at sisily.fleming@energy.oregon.gov or by phone at (503) 559-7081.

Facility Location Map and Additional Information

A vicinity map is included on the next page. Additional maps and other information can be found in the NOI, and we can provide GIS shape files of the facility site boundary upon request. Additional information will be posted to the Council's webpage for the project as it becomes available.

Informational Meeting

There will be a public informational meeting to provide additional opportunities for the public to learn about the proposed facility and state siting review process, provide comments, and ask questions. Reviewing agencies are welcome to attend and participate in the informational meeting.

Date: November 1, 2023

Time: 5:00 PM - In person Meet and Greet and 1 on 1 questions with ODOE and Applicant
6:00 PM - Presentation/Webinar by ODOE and Applicant followed by Q&A or comment

Location: Port of Morrow Riverfront Center
Riverfront Room
2 Marine Dr NE Boardman, OR 97818

Participate Remote Via Webinar: 6:00 PM

Connect Via Webex Link:

<https://odoe.webex.com/odoe/j.php?MTID=mf4f67d7bd9b8ad6343ab3e07568e5c75>

Webinar number is: 2350 529 5022

Webinar Password is: EFSC (3372)

Join by Phone: 6:00 PM

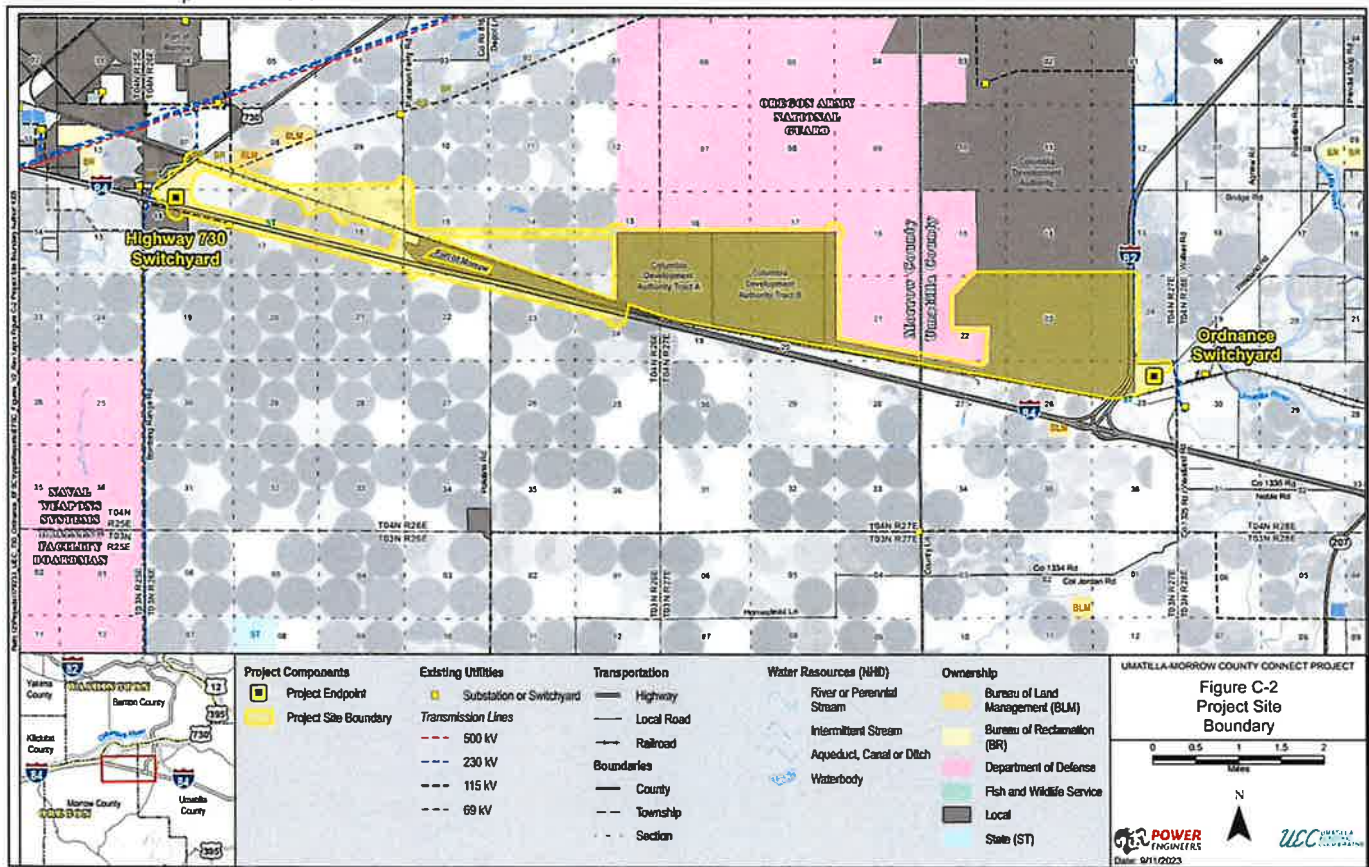
Call: +1-408-418-9388 United States Toll

Access code: 2350 529 5022

Oral comments on the NOI will be accepted at the informational meeting. The informational meeting is not a public hearing, and participation in the informational meeting is not required to establish eligibility to participate in the contested case during the review of the ASC.

Facility Location Map

If you are interested in receiving GIS shape files of the facility site boundary, please contact Chase McVeigh-Walker at the contact information provided above.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

On October 24, Morrow County received a distribution from Columbia River Enterprise Zone III (CREZ III). The County's portion of this distribution is \$1,000,000 and the County is in receipt of that payment. This was a distribution of the Community Development Contribution which is discussed in detail in

This is a recommendation to the Board of Commissioners regarding the commitment and use of these funds. Since the CREZ III distributions are not a 'guaranteed' annual distribution, this revenue was not included in the budgeted resources for Fiscal Year 2024 and specific use of the funds was not considered or discussed during the development of the budget.

As outlined in section V, subsection B, item 5 of the Agreement for Long-Term Rural Enterprise Zone Tax Abatement between CREZ III and Amazon Data Services executed April 24th, 2023, the Community Development Contribution is "intended to assist with costs of capital improvement projects within the tax districts included in the consolidated tax code area in which the Facility is located [...]"

Based on the intended use as described above, this recommendation is to record this revenue in the Capital Improvement Project Reserve Fund (227) and commit it to be used on the Morrow County Circuit Court building project.

As of July 1, 2023 the funds committed to the Circuit Court project total approximately \$6.8 million (not audited). The estimated cost for the County's portion of the total project costs is expected to be *at a minimum* \$12.5 million.

If this recommendation is accepted, it is not expected that these funds will be expended in the current fiscal year so no budget adjustment is required.

2. FISCAL IMPACT:

The Fiscal impact would be surplus revenues to Fund 227 in the amount of \$1,000,000 and commensurate increase to the amount of funds committed to the Circuit Court building project for a total project commitment of approximately \$7.8 million.

3. SUGGESTED ACTION(S)/MOTION(S):

Recommended Motion: "Move to commit the \$1,000,000 distribution from CREZ III to the Morrow County Circuit Court building project and direct the Finance Director to record as revenue to the Capital Improvement Fund (227)."

Attach additional background documentation as needed.

Columbia River Enterprise Zone III
Greg Sweek, Manager
PO Box 247
Heppner, OR 97836

October 24, 2023

CREZ III Funding Recipients,

On October 3, 2023 the Columbia River Enterprise Zone III Board of Directors met and awarded a total of \$5,000,000.00 to various County entities. This money was paid by Amazon Data Services as a Community Development Contribution in compliance with the long term enterprise zone agreement for PDX #170. Enclosed are the Orders showing the distribution amount to each organization.

The CREZ III Board decided that the Taxing Districts, excluding schools, zone sponsors, local options, and bonds, where the facility is located should share \$2,000,000.00 and that \$3,000,000 should be shared by the Port of Morrow, City of Boardman, and Morrow County.

Please contact me if you have any questions or concerns.

Respectfully,



Greg Sweek

Phone: 541.945.9064

Email: ezmanager@co.morrow.or.us

COLUMBIA RIVER ENTERPRISE ZONE III
BOARD OF DIRECTORS

IN THE MATTER OF DISBURSING \$2,000,000
OF THE \$5,000,000 COMMUNITY DEVELOPMENT
CONTRIBUTION PAYMENT FROM AMAZON DATA
SERVICES. THESE MONIES WILL BE DISTRIBUTED
TO THE TAXING DISTRICTS (EXCLUDING ZONE SPONSORS, SCHOOLS,
LOCAL OPTIONS, & BONDS) WHERE THE FACILITY
IS LOCATED (CODE AREA 10-04).

ORDER # CREZ III-0003-2023

The matter coming before the Columbia River Enterprise Zone III Board, during its regularly scheduled business meeting on October 3, 2023, and

WHEREAS, the Columbia River Enterprise Zone III Board was established by Intergovernmental Agreement signed by the sponsoring entities Morrow County and Port of Morrow; and

WHEREAS, the Columbia River Enterprise Zone III Board is structured as allowed under ORS 285C and ORS 190; and

WHEREAS, the Columbia River Enterprise Zone III Board has received payment from Amazon Data Services in the amount of \$5,000,000.00. The Community Development Contribution is in accordance with the Agreement for PDX 170, located on Parcel 1 of Partition Plat 2021-18 in the County of Morrow; and

WHEREAS, the Columbia River Enterprise Zone III Board wishes to disburse \$2,000,000 of the \$5,000,000 Community Development Contribution to the taxing districts (excluding Zone Sponsors, Schools, local options, & bonds) where the facility is located. \$1,000,000 will be divided equally by the districts and \$1,000,000 will be divided pro rata according to the taxing district tax rate. The monies will be disbursed as follows:

Taxing District	Equal Dist.	Pro Rata	Total
Umatilla Radio & Data District	\$125,000	\$58,036.32	\$183,036.32
Morrow County Health District	\$125,000	\$206,541.04	\$331,541.04
Boardman Fire & Rescue	\$125,000	\$254,813.60	\$379,813.60
Irrigon Cemetery	\$125,000	\$34,890.07	\$159,890.07
Irrigon Park	\$125,000	\$138,638.54	\$263,638.54
Morrow County Unified Rec	\$125,000	\$155,673.90	\$280,673.90
North Morrow Vector Control	\$125,000	\$64,829.99	\$189,829.99
Oregon Trail Library	\$125,000	\$86,576.54	\$211,576.54

NOW, THEREFORE, IT IS HEREBY ORDERED that funds in the amount of \$2,000,000.00 be disbursed by Fiscal Agent.

Dated the 3rd day of October, 2023.



Joe Taylor, CREZ III Chair



Greg Sweek, CREZ III Manager

COLUMBIA RIVER ENTERPRISE ZONE III
BOARD OF DIRECTORS

IN THE MATTER OF DISBURSING \$3,000,000
OF THE \$5,000,000 COMMUNITY DEVELOPMENT
CONTRIBUTION PAYMENT FROM AMAZON DATA
SERVICES. THESE MONIES WILL BE DISTRIBUTED
EQUALLY TO THE PORT OF MORROW, MORROW COUNTY,
AND THE CITY OF BOARDMAN

ORDER # CREZ III-0004-2023

The matter coming before the Columbia River Enterprise Zone III Board, during its regularly scheduled business meeting on October 3, 2023; and

WHEREAS, the Columbia River Enterprise Zone III Board was established by Intergovernmental Agreement signed by the sponsoring entities Morrow County and Port of Morrow; and

WHEREAS, the Columbia River Enterprise Zone III Board is structured as allowed under ORS 285C and ORS 190; and

WHEREAS, the Columbia River Enterprise Zone III Board has received payment from Amazon Data Services in the amount of \$5,000,000.00. The Community Development Contribution is in accordance with the Agreement for PDX 170, located on Parcel 1 of Partition Plat 2021-18 in the County of Morrow; and

WHEREAS, the Columbia River Enterprise Zone III Board wishes to disburse \$3,000,000 of the \$5,000,000 Community Development Contribution equally between the Port of Morrow, Morrow County, and the City of Boardman. Each entity will receive \$1,000,000.00

NOW, THEREFORE, IT IS HEREBY ORDERED that funds in the amount of \$3,000,000.00 be disbursed by Fiscal Agent.

Dated the 3rd day of October, 2023



Joe Taylor, CREZ III Chair



Greg Sweek, CREZ III Manager

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

At the June 7th, 2023 meeting of the Board of Commissioners, the Board approved the transition of the administration of the Defined Benefit Retirement Plan to Nationwide and authorized the Finance Director and HR Director to proceed.

The transition plan and related documents and contracts have been prepared and all parties are ready to proceed with finalizing the transition upon execution of all of the related documents.

All contracts and documents will be executed electronically through DocuSign. Once the contracts are executed, there will be additional operational actions required to be completed by the individual who signed the agreements (access and signature authorizations for example). For this reason, we are recommending that upon review of the contract documents, the Board of Commissioners authorize Matthew Jensen, County Administrator to execute the required contracts and to take the necessary actions to finalize this transition.

2. FISCAL IMPACT:

None

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve Resolution R-2023-26

Attach additional background documentation as needed.

**BEFORE THE BOARD OF COMMISSIONERS FOR
MORROW COUNTY, OREGON**

IN THE MATTER OF RETIREMENT PLAN)
ADMINISTRATION TRANSITION) RESOLUTION NO. R-2023-26

WHEREAS, the above-entitled matter came before the Board of Commissioners on November 1, 2023; and

WHEREAS, at their June 7th, 2023 meeting, the Morrow County Board of Commissioners approved the transition of the administration of the Defined Benefit Retirement Plan to Nationwide; and

WHEREAS, the Morrow County Board of Commissioners has received and reviewed the contracts and documents related to this transition at their November 1, 2023 meeting; and

WHEREAS, the Morrow County Board of Commissioners desires to proceed and finalize this transition,

NOW THEREFORE, be it resolved, the Morrow County Board of Commissioners hereby approves the contracts and documents with Nationwide and National Benefit Services for the administration of the County Defined Benefit Pension Plan; and

BE IT FURTHER RESOLVED, the Morrow County Board of Commissioners authorizes Matthew Jensen, County Administrator, as the Plan Sponsor's Designated Individual to execute the required contracts as presented herein and take further actions as necessary to finalize the transition of the plan administration:

Dated this 1st day of November, 2023.

MORROW COUNTY BOARD OF COMMISSIONERS

David Sykes, Chair

Jeff Wenzholz, Commissioner

Roy Drago Jr., Commissioner

**BEFORE THE BOARD OF COMMISSIONERS FOR
MORROW COUNTY, OREGON**

IN THE MATTER OF RETIREMENT PLAN)
ADMINISTRATION TRANSITION) RESOLUTION NO. R-2023-26

WHEREAS, the above-entitled matter came before the Board of Commissioners on November 1, 2023; and

WHEREAS, at their June 7, 2023 meeting, the Morrow County Board of Commissioners approved the transition of the administration of the Defined Benefit Retirement Plan to Nationwide; and

WHEREAS, the Morrow County Board of Commissioners has received and reviewed the contracts and documents related to this transition at their November 1, 2023 meeting; and

WHEREAS, the Morrow County Board of Commissioners desires to proceed and finalize this transition.

NOW THEREFORE, be it resolved, the Morrow County Board of Commissioners hereby approves the contracts and documents with Nationwide and National Benefit Services for the administration of the County Defined Benefit Pension Plan; and

BE IT FURTHER RESOLVED, the Morrow County Board of Commissioners authorizes Matthew Jensen, County Administrator, as the Plan Sponsor's Designated Individual to execute the required contracts, as presented herein, and take further actions as necessary to finalize the transition of the Plan administration.

Dated this 1st day of November 2023.

**BOARD OF COMMISSIONERS
MORROW COUNTY, OREGON**

David Sykes, Chair

Jeff Wenzholz, Commissioner

Roy Drago Jr., Commissioner



Nationwide[®]
is on your side

Morrow County
196-88872 Product Package
Nationwide[®] Retirement Flexible AdvantageSM

Prepared by:
Nationwide[®] Retirement Plans
October 19, 2023

The Nationwide Group Retirement Series includes unregistered group fixed and variable annuities and trust programs. The unregistered group fixed and variable annuities are issued by Nationwide Life Insurance Company. Trust programs and trust services are offered by Nationwide Trust Company, FSB. Nationwide Investment Services Corporation, member FINRA. Nationwide Mutual Insurance Company and Affiliated Companies, Home Office: Columbus, OH 43215-2220.

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PNM-3223AO (04/16)

Welcome.

We know that you have many choices when it comes to your group retirement plan provider. Thank you for choosing Nationwide® as your retirement provider. Enclosed you will find all the necessary documents that need to be signed. Signing these documents will get you closer in the establishment of your Retirement Plan.

Please return documents to:
Nationwide® Retirement Plans
Attn: *Nicole Olson-Lamoree*
10 W. Nationwide Boulevard
Attn: 05-04-204X New Business
Columbus, OH 43215

For questions contact *Nicole Olson-Lamoree* - Your Implementation Manager at (614) 435-2973



Nationwide®
is on your side

Table of Contents

Please review all enclosed documents and sign where indicated.
Document indicated in this color selection(s) or signature

Products Highlight Tab

- Product Highlights

The Nationwide Financial Investment Platform Tab

- Program Agreement
 - Executive Summary
 - No Investment Professional Trust Statement
 - Fund Selection Schedule (Maximum limit: 50 funds)
- Fund Mapping Direction Form
- ERISA 3(38) Investment Fiduciary Authorization and Payment Agreement

Financial Advisor Compensation Agreement(s) Tab

- Disclosure Statement
- Nationwide Plan Service Provider Payment Agreement & Data Sheet

Miscellaneous Administration Form(s) Tab

- Sold Case Administration Information Form

Acceptance Agreement - Product Tab

- Acceptance Agreement – Product

Nationwide[®] Retirement Plans
Highlights for:
196-89122 Morrow County Defined Benefit Plan

Product Highlights

The information listed below offers an overview of the products and services you have selected for your Plan. There is detailed information about each item in the following legal documents.

Nationwide[®] Investment Platform

Nationwide Retirement Flexible Advantage[®]

Products and services added to this plan:

Refer to the next page for a list of Expenses.

This material is not a recommendation to buy, sell, hold or roll over any asset, adopt an investment strategy, retain a specific investment manager or use a particular account type. It does not take into account the specific investment objectives, tax and financial condition or particular needs of any specific person. Investors should work with their financial professional to discuss their specific situation.

The Nationwide Group Retirement Series includes unregistered group fixed and variable annuities and trust programs. The unregistered group fixed and variable annuities are issued by Nationwide Life Insurance Company. Trust programs and trust services are offered by Nationwide Trust Company, FSB. Nationwide Investment Services Corporation, member FINRA. Nationwide Mutual Insurance Company and Affiliated Companies, Home Office: Columbus, OH 43215-2220.

Nationwide and the Nationwide N and Eagle are service marks of Nationwide Mutual Insurance Company.



Expenses

The following expenses are applicable to your plan. There is detailed information about each item in the legal documents that follow. Additional Administrative Fees paid to your Administration Firm may apply. Please refer to all legal documents for additional information on all applicable expenses.

Termination Fee	No Termination Fee Applies
Account Fee	\$0 - The plan has elected no Custodial Services.
Nationwide Asset Fee	0.08%

Registered Investment Advisor/Service Provider Fees**

Brent Langland	As otherwise agreed to by Plan Sponsor, Advisory Firm and Nationwide via separate instructions from the Plan Sponsor
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This material is not a recommendation to buy, sell, hold or roll over any asset, adopt an investment strategy, retain a specific investment manager or use a particular account type. It does not take into account the specific investment objectives, tax and financial condition or particular needs of any specific person. Investors should work with their financial professional to discuss their specific situation.

The Nationwide Group Retirement Series includes unregistered group fixed and variable annuities and trust programs. The unregistered group fixed and variable annuities are issued by Nationwide Life Insurance Company. Trust programs and trust services are offered by Nationwide Trust Company, FSB. Nationwide Investment Services Corporation, member FINRA. In MI only: Nationwide Investment Svcs. Corporation. Nationwide Mutual Insurance Company and Affiliated Companies, Home Office: Columbus, OH 43215-2220.

Nationwide and the Nationwide N and Eagle are service marks of Nationwide Mutual Insurance Company.



Nationwide[®] Retirement Plans

Nationwide Retirement Flexible Advantage Program Agreement ("Agreement")

This Agreement, including the following Schedules;

- QDIA / Default Fund Selection Schedule
- Redemption Fee Schedule
- Administration Firm Schedule
- Fund Access Schedule
- Report Schedule
- Termination Schedule
- Disclosure Schedule
- Fund Selection Schedule

is made between **Morrow County** ("Plan Sponsor") and Nationwide Trust Company, FSB as **Custodian** ("Nationwide") pursuant to the **Morrow County Defined Benefit Plan** ("Plan") to establish the **Custodial Account** for **Morrow County Defined Benefit Plan** ("Account").

The Plan Sponsor appoints **National Benefit Services LLC** as the Administration Firm to fulfill the duties as described in this Agreement.

The Plan shall operate according to an established Plan document and Trust. The Plan Sponsor represents and warrants that the Plan complies with and intends to keep such Plan in compliance with the Employee Retirement Income Security Act of 1974 ("ERISA") and Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code"). The Account is intended to qualify for treatment under Section 401(f) of the Code, to be tax-exempt under Section 501(a) of the Code, and to conform to all other applicable requirements of ERISA and the Code. The Plan Sponsor acknowledges that Nationwide is not a named fiduciary within the meaning of Section 402(a) of ERISA with respect to the administration and management of the Plan.



EXECUTIVE SUMMARY

PURPOSE

The Executive Summary provides details about fees, features of the Account and includes additional options which the Plan Sponsor may elect to include in the Account.

FUND WINDOW ACCESS

If the Plan Sponsor elects to make Fund Window, as described in the Definitions and Fund Access Schedule, available to all Plan Participants, the box below **must** be checked.

Plan Sponsor elects to offer Fund Window.

ASSET FEES

The Asset Fee(s) below, payable to Nationwide, applies to all Funding Vehicle(s), excluding Uninvested Cash, or any applicable Group Annuity Contracts. The annual Asset Fee is as follows:

0.08 % for Fund(s)

Clear Creditsm may apply to individual funds and may further reduce the Asset Fee resulting in the Net Asset Fee(s) charged for individual funds. For further information please see the Fund Selection Schedule.

The Asset Fee may increase or decrease based on various factors which may include, but is not limited to, Asset Balance, Average Asset Balance, Average Participant Balance, number of Participants and the assets held in specific Funding Vehicle(s) and services. Any changes to the Asset Fee will be made in accordance with the Amendment provisions of this Agreement. Such notice may be made in an electronic format by Nationwide. Refer to the Fund Access Schedule for further information regarding the modification of the Asset Fee.

PER PARTICIPANT FEE

A Per Participant Fee of \$0 per month will be deducted from each account with a balance accordingly to cover Participant recordkeeping expenses incurred by Nationwide. Payments are made to Nationwide Life Insurance Company. The Per Participant Fee may increase or decrease based on the Average Participant Balance and the Average Asset Balance. Any changes to the Per Participant Fee will be made in accordance with the Amendment provisions of this Agreement.

SINGLE SUM FEE

A Single Sum Fee of \$0 per year will be deducted on a pro rata basis from each account with a balance accordingly at the end of each Agreement Year to cover recordkeeping expenses incurred by Nationwide. Payments are made to Nationwide Life Insurance Company. The Single Sum Fee may increase or decrease based on the Average Asset Balance. Any changes to the Single Sum Fee will be made in accordance with the Amendment provisions of this Agreement.

EXECUTIVE SUMMARY

ACCOUNT FEE

No Custodial Reporting. No Annual Custodial Account Fee applies. The Plan Sponsor acknowledges that Nationwide is under no obligation to prepare any reports, but may do so at its sole discretion at the request of the Plan Sponsor or its Administration Firm and upon receipt of a minimum fee of \$200. Requested reports are not the same as those provided with Nationwide's Annual Custodial Reporting service and will not include information necessary for completion of the Form 5500, if applicable, or to assist with audits for larger plans. If the Plan Sponsor decides at a later date to choose the Annual Custodial Reporting option, annual custodial reports will be provided only from that date forward, and will not be provided for periods prior to the change in reporting levels.

EXECUTIVE SUMMARY

TERMINATION FEE

No Termination Fee is applicable to the Account.

ADMINISTRATIVE FEES

The Plan Sponsor has authorized the Administration Firm to receive checks from Nationwide[®] made payable to the Administration Firm, withdrawn from any Funding Vehicle(s) held in the Account. Such checks will be for the sole purpose of providing payment of Plan administration service fees for services rendered by the Administration Firm to the Plan. Nationwide shall accept the Administration Firm's direction as to the fees to be withdrawn.

PLAN SPONSOR AUTHORIZATION

Plan Sponsor authorizes Nationwide to share information with necessary parties in order to access Plan and Participant information, including, but not limited to, fund balances, transaction histories, and Funding Vehicle allocations.

DEFAULT FUND SELECTION SCHEDULE QDIA/DEFAULT SUSPENSE FUND

Case Number: 196-88872

Case Name: Morrow County

STEP 1: Select **either** Default Suspense Fund or Qualified Default Investment Alternative (QDIA)/Default Suspense Fund

<input type="checkbox"/>	Default Suspense Fund
Or	
<input type="checkbox"/>	QDIA/Default Suspense Fund

STEP 2: Select **one** of the two funding options below:

<u>Option 1: Please complete all fields. Information can be found within the Fund Selection Schedule.</u>		
Balanced/Other Fund		
Fund Name	Fund Code	VRU Code
	-----	-----

OR

<u>Option 2: Please complete the following 3 steps.</u>		
Targeted Retirement Date Fund Group		
Step 1 Provide Normal Retirement Age: _____ (must be whole number)		
Step 2 Provide Rounding Method (please choose one):		
<input type="checkbox"/> Round year up to the more aggressive fund		
<input type="checkbox"/> Round year down to the more conservative fund		
<input type="checkbox"/> Select the fund nearest the year the participant will reach the Normal Retirement Age		
Step 3 Select one Target group. For a full listing of all funds available in the fund group, please see below.		
Mutual Funds		
Select	Fund Group	Name
<input type="checkbox"/>	NRO	Nationwide Targeted Destination Funds
<input type="checkbox"/>	AC6	American Funds Target Date Retirement Funds
<input type="checkbox"/>	VCO	Vanguard Target Retirement Date Funds
<input type="checkbox"/>	AMR	American Century One Choice Portfolio Funds R6
<input type="checkbox"/>	FFI	Fidelity Advisor Freedom Funds
<input type="checkbox"/>	JPR	JPMorgan SmartRet Flex R6
<input type="checkbox"/>	TRR	T.Rowe Price Retirement Funds
<input type="checkbox"/>	TIA	TIAA CREF LfCyc Ind Inst

DEFAULT FUND SELECTION SCHEDULE QDIA/DEFAULT SUSPENSE FUND

Targeted Retirement Date Fund Groups:

Please note by adding a group, you are adding ALL funds in that group.

Mutual Fund Name	Fund Code	VRU Code
Fund Group NRO		
NW Dest 2025 R6	NWOA	2060
NW Dest 2030 R6	NWPA	2061
NW Dest 2035 R6	NWQA	2062
NW Dest 2040 R6	NWRA	2063
NW Dest 2045 R6	NWSA	2064
NW Dest 2050 R6	NWTA	2065
NW Dest 2055 R6	VBXA	2886
NW Dest 2060 R6	CVYA	4952
NW Dest 2065 R6	FYPA	6667
NW Dest Rtrmt R6	NWMA	2058
Fund Group AC6		
AmFds 2010 TrgtDtRtrmt R6	RFTA	2557
AmFds 2015 TrgtDtRtrmt R6	RFJA	2558
AmFds 2020 TrgtDtRtrmt R6	RRCA	2559
AmFds 2025 TrgtDtRtrmt R6	RFDA	2560
AmFds 2030 TrgtDtRtrmt R6	RFEA	2561
AmFds 2035 TrgtDtRtrmt R6	RFFA	2562
AmFds 2040 TrgtDtRtrmt R6	RFGA	2563
AmFds 2045 TrgtDtRtrmt R6	RFHA	2564
AmFds 2050 TrgtDtRtrmt R6	RFIA	2565
AmFds 2055 TrgtDtRtrmt R6	BEGA	3967
AmFds 2060 TrgtDtRtrmt R6	CXSA	4996
AmFds 2065 TrgtDtRtrmt R6	GCEA	6750
Fund Group VCO		
Vngrd Trgt Rtrmt 2020 Inv	VTWA	2329
Vngrd Trgt Rtrmt 2025 Inv	VTTA	2330
Vngrd Trgt Rtrmt 2030 Inv	VTHA	2331
Vngrd Trgt Rtrmt 2035 Inv	VHTA	2332
Vngrd Trgt Rtrmt 2040 Inv	VFOA	2333
Vngrd Trgt Rtrmt 2045 Inv	VTIA	2334
Vngrd Trgt Rtrmt 2050 Inv	VFFA	2335
Vngrd Trgt Rtrmt 2055 Inv	VVXA	2830
Vngrd Trgt Rtrmt 2060 Inv	BWGA	4357
Vngrd Trgt Rtrmt 2065 Inv	EHJA	5764
Vngrd Trgt Rtrmt 2070 Inv	GTYA	7138
Vngrd Trgt Rtrmt Inc	VTNA	2336

**DEFAULT FUND SELECTION SCHEDULE
QDIA/DEFAULT SUSPENSE FUND**

Fund Group AMR		
AmCent In Rtrmt R6	EHMA	5719
AmCent OneChoice2025 R6	EESA	5703
AmCent OneChoice2030 R6	EEUA	5705
AmCent OneChoice2035 R6	EEWA	5707
AmCent OneChoice2040 R6	EEYA	5709
AmCent OneChoice2045 R6	EFAA	5711
AmCent OneChoice2050 R6	EFCA	5713
AmCent OneChoice2055 R6	EFEA	5715
AmCent OneChoice2060 R6	EFGA	5717
AmCent OneChoice2065 R6	GDYA	6789
Fund Group FFI		
FidAdv Free 2005 Inst	ALWA	3690
FidAdv Free 2010 Inst	ALYA	3691
FidAdv Free 2015 Inst	AMLA	3699
FidAdv Free 2020 Inst	ALZA	3692
FidAdv Free 2025 Inst	AMAA	3693
FidAdv Free 2030 Inst	AMDA	3694
FidAdv Free 2035 Inst	AMGA	3695
FidAdv Free 2040 Inst	AMHA	3696
FidAdv Free 2045 Inst	AMJA	3697
FidAdv Free 2050 Inst	AMKA	3698
FidAdv Free 2055 Inst	BTUA	4301
FidAdv Free 2060 Inst	CVJA	4942
FidAdv Free 2065 Inst	FMXA	6413
FidAdv Free Inc Inst	AMNA	3700
Fund Group JPR		
JPM SmartRet 2020 R6	EAUA	5605
JPM SmartRet 2025 R6	EAVA	5606
JPM SmartRet 2030 R6	EAWA	5607
JPM SmartRet 2035 R6	EAXA	5608
JPM SmartRet 2040 R6	EAYA	5609
JPM SmartRet 2045 R6	EAZA	5610
JPM SmartRet 2050 R6	EBAA	5611
JPM SmartRet 2055 R6	EBBA	5612
JPM SmartRet 2060 R6	EBDA	5613
JPM SmartRet Inc R6	EDYA	5683

**DEFAULT FUND SELECTION SCHEDULE
QDIA/DEFAULT SUSPENSE FUND**

Fund Group TRR		
TRowePr Rtrmt 2005 I	ESYA	6033
TRowePr Rtrmt 2010 I	EBYA	5634
TRowePr Rtrmt 2015 I	EBZA	5635
TRowePr Rtrmt 2020 I	ECAA	5636
TRowePr Rtrmt 2025 I	ECCA	5637
TRowePr Rtrmt 2030 I	ECDA	5638
TRowePr Rtrmt 2035 I	ECEA	5639
TRowePr Rtrmt 2040 I	ECFA	5640
TRowePr Rtrmt 2045 I	ECGA	5641
TRowePr Rtrmt 2050 I	ECHA	5642
TRowePr Rtrmt 2055 I	ECIA	5643
TRowePr Rtrmt 2060 I	ECJA	5644
TRowePr Rtrmt 2065 I	GNGA	6985
Fund Group TIA		
TIAACRF LfCyclnd 2010 Inst	DMOA	5297
TIAACRF LfCyclnd 2015 Inst	DMPA	5298
TIAACRF LfCyclnd 2020 Inst	DMQA	5299
TIAACRF LfCyclnd 2025 Inst	DMUA	5300
TIAACRF LfCyclnd 2030 Inst	DMWA	5301
TIAACRF LfCyclnd 2035 Inst	DMXA	5302
TIAACRF LfCyclnd 2040 Inst	DMYA	5303
TIAACRF LfCyclnd 2045 Inst	DMZA	5304
TIAACRF LfCyclnd 2050 Inst	DNBA	5305
TIAACRF LfCyclnd 2055 Inst	DNCA	5306
TIAACRF LfCyclnd 2060 Inst	DNDA	5307
TIAACRF LfCyclnd 2065 Inst	GFIA	6823
TIAACRF LfCyclndRtlnc Inst	DNEA	5308

QDIA/Default Fund Disclosures

As Plan Sponsor, I authorize Nationwide Trust Company, FSB or Nationwide Life Insurance Company ("Nationwide") to allocate the plan participant's account balance and new contributions to the QDIA/Default Suspense or Money Market Fund identified above.

Any investment that has been selected is the QDIA/Default Suspense Fund, as applicable, into which I, the investment fiduciary, or my financial advisor, directed Nationwide to invest the assets of the plan. This selection may or may not be similar to the plan's existing fund lineup. It is not based on any assessments by Nationwide of the particular needs of the plan or its participants.

It is ultimately my, the investment fiduciary's or the investment advisor's responsibility to ensure the appropriateness of the investment lineup for the plan - not Nationwide's. Nationwide is not making a recommendation by investing plan assets according to the direction received.

DEFAULT FUND SELECTION SCHEDULE QDIA/DEFAULT SUSPENSE FUND

QDIA/Default Fund Disclosures (CONTINUED)

Deposits received by Nationwide on behalf of participants must have a Social Security Number to be processed. All deposits received by Nationwide for a participant that does not have an established investment mix will be automatically allocated to the QDIA/Default Suspense Fund within the applicable participant account within three business days.

The QDIA/Default Suspense Fund must be a designated variable fund for the plan. If the fund I select as the QDIA/Default Suspense Fund is not also selected on the Fund Selection Schedule, I understand that this form will be used as my request and authorization to add the fund as a designated fund to my plan. Due to possible market value adjustments and other restrictions, the fixed contracts are not available as a Default Suspense Fund option.

I understand if the Managed Account Services ("MAS") option is not currently available to my plan, and the Managed Account Services is selected as the QDIA/Default Investment, additional paperwork will be required by Nationwide to add this option and the QDIA/Default Investment will not be established until additional paperwork is received by Nationwide in good order.

I understand if Collective Investment Funds ("CIF") are not an option currently available to my plan, and a CIF is selected as the QDIA/Default Suspense Fund above, additional paperwork will be required by Nationwide to add this option and the QDIA/Default Suspense Fund will not be established until additional paperwork is received by Nationwide in good order.

Nationwide Target Destination Funds and NCIT Index Funds are part of the Nationwide Funds Group and are affiliated with Nationwide. Nationwide Funds distributed by Nationwide Fund Distributors LLC, Member FINRA. 10 W Nationwide Blvd, MS: 5-02-210R, Columbus, OH 43215.

It is my responsibility as Plan Sponsor to provide each eligible employee with initial and annual notices as specified in DOL Reg. 2550.404c-5(c)(3). Notice should be provided at least 30 days in advance of the date of plan eligibility or at least 30 days in advance of the date of any first investment in a QDIA. Alternatively, notice may be provided on or before the date of plan eligibility provided the participant has the opportunity to make a permissible withdrawal within the first 90 days following investment in the QDIA pursuant to Internal Revenue Code 414(w). Thereafter, I am responsible for providing notice within a reasonable period of time of at least 30 days in advance of each subsequent plan year.

It is my responsibility as Plan Sponsor to notify the participant(s) of the circumstances under which their balances or deposits have or will be allocated to the applicable QDIA/Default Suspense or Money Market Fund, and to provide the participant(s) with adequate information and procedures to transfer funds from the QDIA/Default Suspense or Money Market Fund and/or to select alternate investment options for future allocations. If the participant(s) does not provide instruction to Nationwide to transfer funds from the QDIA/Default Suspense Fund and/or change investment options for future allocations, pursuant to established procedures, all deposits will continue to be invested in the QDIA/Default Suspense Fund.

In the event of a fund merger by the fund house offering the fund I have selected, I authorize Nationwide to change the QDIA/Default Suspense Fund to the merged fund designated by the participants of the fund and/or the fund house.

I have reviewed and I understand the fund payment and expense ratio information that is found in the Program Agreement.

It is my responsibility as plan fiduciary or my delegate's, as applicable, to prudently select and monitor any QDIA/Default Suspense Fund. Therefore, it is my responsibility as plan fiduciary or my delegate's to know the requirements of the QDIA regulations and choose the QDIA/Default Suspense Fund most appropriate for the participants of the plan. For a full list of the requirements, please visit: <http://www.dol.gov/ebsa/regs/fedreg/final/07-5147.pdf>. Nationwide is not responsible or liable for the selection of such QDIA/Default Suspense Fund and has merely provided facts requested by the plan fiduciary or its delegate. The facts provided should not be construed to provide any endorsement of or opinion on the appropriateness of a fund or portfolio for the participants of a particular plan.

REDEMPTION FEE SCHEDULE

A redemption fee is a fee charged by the fund house to a participant who trades in and out of a fund within a specified time frame. This fee is reinvested back into the fund to offset the increase in trade costs. The information contained in this Schedule does not replace the information you can find in the prospectus. Certain transactions may be exempt from redemption fees. Refer to the prospectus for specific details and for the most current information regarding the applicability of redemption fees.

Fund Code	Fund Name	Ticker Symbol	Redemption Fee Percentage	Duration (in days)
ERJA	Brwn Intl All Co Inv	BCIIX	2.00%	Assets held less than 60 days
FEYA	Evermore Gbl Val Inst	EVGIX	2.00%	Assets held less than 90 days
BXHA	Gabelli Eq Inc Inst	GCIEX	2.00%	Assets held less than 7 days
CXXA	Gabelli Gold Inst	GLDIX	2.00%	Assets held less than 7 days
BXIA	Gabelli Val 25 Inst	GVCIX	2.00%	Assets held less than 7 days
FNFA	GabelliTTON Conv Sec Inst	WESIX	2.00%	Assets held less than 7 days
ECKA	GabelliTTONWstwd MtyMts I	WEIMX	2.00%	Assets held less than 7 days
BHPA	GabelliTTONWstwdSmCpEqInst	WWSIX	2.00%	Assets held less than 7 days
GESA	GrnCent Eq Inst	GCEUX	2.00%	Assets held less than 60 days
FHGA	Heartland MdCap Val Inst	HNMDX	2.00%	Assets held less than 10 days
HNTA	Heartland Val Inst	HNTVX	2.00%	Assets held less than 10 days
BIFA	Heartland Val Pls Inst	HNVIX	2.00%	Assets held less than 10 days
FBQA	KnightsCbus Cor Bd I	KCCIX	2.00%	Assets held less than 30 days
FBRA	KnightsCbus Intl Eq I	KCIIX	2.00%	Assets held less than 30 days
FBSA	KnightsCbus LgCap Gr I	KCGIX	2.00%	Assets held less than 30 days
FBTA	KnightsCbus LgCap Val I	KCVIX	2.00%	Assets held less than 30 days
FBUA	KnightsCbus Ltd Dur I	KCLIX	2.00%	Assets held less than 30 days
FBVA	KnightsCbus SmCap I	KCSIX	2.00%	Assets held less than 30 days
CJMA	Luthld Cor Invmnt Rtl	LCORX	2.00%	Assets held less than 5 days
DQLA	NrthStr Divd I	NSDVX	2.00%	Assets held less than 30 days
GPNA	Oberws China Oppr	OBCHX	2.00%	Assets held less than 90 days



October 20, 2023

David Sykes
110 N Court St
Heppner, OR 97836

Re: Morrow County Defined Benefit Plan 196-88872

Dear David Sykes:

Nationwide Trust Company (“NTC”) typically requires that plans that are serviced by NTC have either a registered representative with a broker/dealer firm or a fee based advisor (“Investment Professional”) associated with the plan. It has been brought to our attention that you would like Nationwide Trust Company to service your Plan without an Investment Professional being involved. We understand you have chosen to work with a Registered Investment Advisor (RIA) to structure your Plan menu. Any services or protections provided by the Registered Investment Advisor will be outlined in the terms in your agreement with the RIA. Removal of the RIA servicing your Plan would mean that the agreement would no longer provide any protection for your Plan fiduciaries. Please note that the lack of an Investment Professional serving your Plan may potentially create additional fiduciary liability for you. Therefore, it is recommended that you consult your legal advisor before moving forward.

Please note that you can always engage an Investment Professional for your Plan at any point in the future. An Internal Wholesaler within our Sales Department can assist you with finding one by providing you with a list of Investment Professionals in your area.

If you would like to move forward establishing your Plan at Nationwide without an Investment Professional, please acknowledge the following:

- Moving forward without an Investment Professional is a decision made by the Plan Sponsor;
- The Plan Sponsor is aware of the fiduciary responsibility to provide investment education and guidance to Plan Participants and acknowledges the recommendation that a legal advisor be consulted regarding potential liability from this action;
- The Plan Sponsor is liable for all investment fiduciary liability for the selection and ongoing review of available funds to be made available for Participant investment in the Plan unless they have properly appointed a Registered Investment Advisor, in which case they would still have ultimate fiduciary liability to select and monitor this provider;
- The Plan Sponsor understands Nationwide will not provide such investment education or guidance and agrees to hold harmless and indemnify Nationwide for any losses to the Plan, Participants, Plan Sponsor, and/or Employer resulting from the lack of an Investment Professional if there is not an Investment Professional appointed.

To the extent permitted under applicable law, the Plan Sponsor shall indemnify and hold harmless Nationwide Trust Company, its officers, employees, and agents from and against all liabilities, losses, expenses, and claims (including reasonable attorney’s fees and costs of defense) resulting from accepting your Plan without an Investment Professional.

Plan Sponsor Signature

Dated

Printed Plan Sponsor Name

Nationwide Trust Company, FSB

Effective Date

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PROGRAM AGREEMENT

ARTICLE I - PURPOSE

The Plan shall operate according to an established Plan document and Trust. The Plan Sponsor represents and warrants that the Plan complies with and intends to keep such Plan in compliance with the Employee Retirement Income Security Act of 1974 ("ERISA") and Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code"). The Account is intended to qualify for treatment under Section 401(f) of the Code, to be tax-exempt under Section 501(a) of the Code, and to conform to all other applicable requirements of ERISA and the Code. The Plan Sponsor acknowledges that Nationwide is not a named fiduciary within the meaning of Section 402(a) of ERISA with respect to the administration and management of the Plan.

ARTICLE II - DEFINITIONS

Account - The custodial account or trust fund, as applicable, established herein to hold the assets of the Plan.

Agreement Year - The first Agreement Year will extend between twelve (12) and thirteen (13) months, beginning on the date of first deposit or transfer through the last day of the same month in the following calendar year. All other Agreement Years will extend twelve (12) months.

Asset Balance - The sum of any amounts held in Funding Vehicle(s) (excluding Uninvested Cash).

Average Asset Balance - Will be determined by averaging the Asset Balances on the last day of two given calendar months.

Average Participant Balance - Will be determined initially by dividing the expected first year deposits by the number of expected participant accounts. After the first Agreement Year, the Average Participant Balance will be determined by dividing the Average Asset Balance by the average number of Participants with a balance.

Benefit Payment - A distribution that is permitted by the Plan on behalf of a Participant.

Business Day - A day on which Nationwide and New York Stock Exchange are both open for business.

Cash Account - The account maintained by Nationwide or with another financial services firm in which Nationwide will deposit cash contributions awaiting investment.

Cash Processing Fee - The fee charged by Nationwide as a percentage of the average Uninvested Cash balance, for performing services according to the terms of the Cash Processing Provision which includes, but is not limited to, the costs associated with processing incoming cash.

Designated Funds - Funds which are individually selected by the Plan Sponsor or Plan Administrator per Written Instruction(s) to Nationwide.

Effective Date - The date on which the Account is created by Nationwide's acceptance of cash or other assets on behalf of the Plan Sponsor. Prior to the Effective Date, Nationwide shall have no responsibility hereunder.

Employer(s) - The employer(s) of the Participants in the Plan.

Exchange(s) - Purchases and Redemptions from one Funding Vehicle to another Funding Vehicle available in the Account.

Fund(s) - Mutual funds or collective investment funds made available in accordance with this Agreement.

Fund Window - A collection of Funds, excluding collective investment funds and certain other mutual funds, that are not individually selected by the Plan Sponsor or Plan Administrator as Designated Funds but which may be made available for investment at the direction of the Plan Sponsor or Plan Administrator.

PROGRAM AGREEMENT

ARTICLE II - DEFINITIONS (CONTINUED)

Funding Successor - The Plan's trustee or custodian, any successor plan's trustee or custodian or any financial institution providing a Funding Vehicle(s) to the Plan.

Funding Vehicle(s) - As permitted by applicable law, may include one or more (i) Group Annuity Contracts, (ii) mutual funds, collective investment funds or other securities made available under the Agreement, (iii) securities held in self-directed brokerage accounts made available by Nationwide, (iv) Uninvested Cash as described in the Cash Processing Provision, or (v) any other investment vehicle(s) mutually acceptable to Nationwide and the Plan Sponsor or Plan Administrator via an amendment to this Agreement or separate schedule.

Group Annuity Contract - Any group annuity contract issued by Nationwide Life Insurance Company, if applicable.

Key Employee - Any individual considered a key employee for purposes of Section 416 of the Code. If an individual is considered to be a Key Employee at any time during the term of this Agreement, the individual will always be considered a Key Employee for purposes of this Agreement.

Money Market Fund - A fund that invests in short term debt instruments. The Money Market Fund may be sponsored by Nationwide or a Nationwide affiliate.

Officer - Any individual considered an officer for purposes of Section 416 of the Code. If an individual is considered to be an Officer at any time during the term of this Agreement, the individual will always be considered an Officer for purposes of this Agreement.

Original Signature - An authentic, hardcopy, non-reproduced signature of the Plan Sponsor or Plan Administrator or Administration Firm.

Owner - Any party who (1) owns (or is considered as owning within the meaning of Section 318 of the Code) more than ten (10) percent of the outstanding stock of an employer which is a corporation or stock possessing more than ten (10) percent of the total combined voting power of all stock of such a corporation; or (2) owns more than ten (10) percent of the capital or profits interest in an employer which is not a corporation. For purposes of this definition, the constructive ownership rules of Section 416(i)(1)(B)(iii) of the Code shall apply. If an individual is considered to be an Owner at any time during the term of this Agreement, the individual will always be considered an Owner for purposes of this Agreement.

Participant - A person for whom benefits are provided under this Agreement, in accordance with the Plan.

Plan Administrator - For plans subject to the fiduciary responsibility requirements of ERISA, the person designated by the Plan Sponsor or in the Plan as the named fiduciary for purposes of ERISA. Any such person may execute this Agreement, and, by executing the Agreement, such person represents to Nationwide that it is a named fiduciary as that term is used in Section 402(a) of ERISA. For all other plans, the party, if any, designated by the Plan Sponsor or in the Plan to serve as the Plan Administrator.

Purchase - The investment in a Funding Vehicle of a contribution, exchange, rollover, incoming transfer deposit, loan repayment, allocated earnings or other such transactions where permitted by the Plan.

Redemption - The sale of a Funding Vehicle for a cash Benefit Payment, exchange, payment of administrative expenses or fees, or other such transactions where permitted by the Plan.

Required Format - Acceptable format for submitting information to Nationwide as prescribed by Nationwide and on transaction forms prescribed by Nationwide.

PROGRAM AGREEMENT

ARTICLE II - DEFINITIONS (CONTINUED)

Signature - Either the Original Signature or an Original Signature that has been replicated by photocopy, electronic means, or fax.

Special Trustee - Where a plan is subject to ERISA, appointed by the Plan Sponsor, the sole responsibility of the Special Trustee is to collect contributions the Employer owes to the Plan. No other Trustee has any duty to ensure that the contributions received comply with the provisions of the Plan or is obliged to collect any contributions from the Employer. No Trustee, other than the Special Trustee, is obliged to ensure that funds deposited are deposited according to the provisions of the Plan. The Special Trustee must accept its position and agree to its obligations hereunder.

Successor - The trustee or custodian appointed by the Plan Sponsor who succeeds Nationwide.

Transfer - The redemption of a Funding Vehicle to provide payment to a Funding Successor or any payment arising out of a Plan termination, a partial Plan termination, or an event which results in a fifteen (15) percent or greater reduction in the number of Participants in the Plan as a result of action taken by the Plan.

Trust - The trust, if any, established to hold the assets of the Plan.

Trustee - The named Trustee, if any, of the Trust.

Uninvested Cash - Cash received by Nationwide without Written Instructions in the Required Format, which is deposited in the Cash Account and invested in a money market mutual fund unrelated to Nationwide.

Written Instruction(s) - Any notices, instructions or other instruments required to be in writing with Signature (or Original Signature, where so indicated) from Nationwide, Plan Sponsor or Plan Administrator or the designated Administration Firm. Written Instructions may take the form of a letter, electronic communication through an on-line communication system or a facsimile transmission in a format acceptable to Nationwide.

ARTICLE III - THE ACCOUNT

The Plan Sponsor hereby authorizes Nationwide to take any action required to establish and maintain any Funding Vehicle(s) designated by the Plan Sponsor under this Agreement. The Plan Sponsor advises Nationwide that the Account shall be funded as described herein.

Nationwide has entered into arrangements with a number of providers to make available certain Funding Vehicles for possible inclusion in the Account. The assets of the Account shall consist of the Funding Vehicle(s) and any outstanding loans made under the terms of the Plan. The Account and any funds invested pursuant to this Agreement, with the exception of the FDIC Insured Account, are not insured by the Federal Deposit Insurance Corporation ("FDIC"), are not deposits or other obligations of Nationwide and are not guaranteed by Nationwide. The value of the Account is subject to investment risks, including possible loss of principal. Nationwide agrees to hold and administer the Account in accordance with this Agreement. To the extent permitted by the Plan, Nationwide, at the direction of the Plan Sponsor or Administration Firm, shall accept an eligible rollover distribution and/or eligible direct rollover under the then applicable sections of the Code. If the plan is subject to ERISA, the Plan Sponsor has agreed to appoint a Special Trustee whose sole responsibility is to collect delinquent contributions to conform with the Department of Labor's Employee Benefit Security Administration Field Assistance Bulletin (FAB) 2008-01. No other Trustee, including Nationwide shall have any duty to ensure the contributions are timely deposited or is obliged to ensure the funds are deposited according to the provisions of the Plan. Nationwide shall continue to administer the Account in accordance with this Agreement until its obligations are discharged and satisfied.

PROGRAM AGREEMENT

ARTICLE IV - GENERAL ADMINISTRATIVE RESPONSIBILITIES OF NATIONWIDE

Nationwide is authorized to take any action set forth below with respect to the Account:

Accept instructions in the Required Format from the Plan Sponsor or Administration Firm regarding the allocation, distribution or other disposition of the assets of the Account and all matters relating thereto;

Nationwide is a federal savings bank that is regulated by the Office of the Comptroller of Currency. As such it may cause any portion or all of the Account to be issued, held, or registered in the individual name of Nationwide, in the name of its nominee, in an affiliated securities depository, or in such other form as may be required or permitted under applicable law (however, the records of Nationwide shall indicate the true ownership of such property);

Employ such agents and counsel; including legal counsel, as Nationwide determines to be reasonably necessary to perform its obligations hereunder with respect to the administration of the Account, to handle controversies that may arise under the Agreement, or to defend itself successfully against allegations of a fiduciary breach, and to pay such agents and counsel their compensation from the Account unless such compensation is otherwise paid by the Plan Sponsor;

Commence, maintain, or defend any litigation necessary in connection with the administration of the Account, except that Nationwide shall not be obligated to do so unless it is to be indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;

Hold part or all of the Account uninvested as may be necessary or appropriate in accordance with the Cash Processing Provision;

Withhold the appropriate taxes from any distribution, remit such taxes with the relevant government authorities, and report such payments on the informational returns prescribed by such authorities, identifying itself as the payor of such distributions;

Forward to the Plan Sponsor, for exercise, all proxies solicited in regards to mutual funds and collective investment funds, if applicable; vote, on behalf of the Plan and in accordance with the instructions provided by the Plan Sponsor, all proxies that are returned by the Plan Sponsor; and abstain from voting proxies that are not returned by the Plan Sponsor; and

Take all other acts necessary for the proper administration of the Account.

ARTICLE V - INVESTMENT RESPONSIBILITY

Nationwide shall have no investment management responsibility or liability with respect to the Account or any other assets held under the Plan. Plan contributions or other assets received by Nationwide shall be allocated in accordance with Written Instructions. Nationwide does not warrant or guarantee the performance of any Funding Vehicle(s) selected by the Plan Sponsor or Participants.

The Plan Sponsor, or other party designated under the Plan, shall have full responsibility for the selection of the Funding Vehicle(s) and the management, disposition, and investment of assets of the Account. Nationwide shall comply with Written Instructions concerning those assets, subject to restrictions, if any, imposed by the Funding Vehicle(s) and the operation of any securities markets. Nationwide shall have no duty to review, initiate action, or make recommendations regarding the Account or its investments.

PROGRAM AGREEMENT

ARTICLE V - INVESTMENT RESPONSIBILITY (CONTINUED)

The Plan Sponsor is responsible for reading any and all prospectuses, specimen and final contracts, proposals and/or other materials which disclose information pertaining to applicable charges, interest rates, terms and conditions of any contract between the Plan or Account and any party, including contracts related to the Funding Vehicle(s). Nationwide shall transmit such communications to the Plan Sponsor. Nationwide shall have no duty to respond to communications related to securities or other property held in the Account (including, but not limited to, tender offers and class action communications).

Nationwide shall not be liable for any loss which results from the exercise of investment control by a Plan Sponsor, Participant or beneficiary, or designated investment manager. If a Participant who has investment authority under the terms of the Plan fails to provide investment direction, the Plan Sponsor, or its designee, shall direct the investment of the Participant's account. In the event that Nationwide fails to receive directions from the Plan Sponsor for the investment of any portion of the Account, Nationwide shall be deemed to have received instructions to invest such funds in accordance with the Cash Processing Provision.

No one providing investment advice to the Plan, Plan Sponsor, Participant or other party is acting as an agent of Nationwide.

ARTICLE VI - CASH PROCESSING PROVISION

Plan Sponsor authorizes Nationwide to invest Uninvested Cash of the Account in investment vehicle(s) of a financial services firm unrelated to Nationwide. Interest will be credited on such amounts at a daily rate as determined by the unaffiliated financial services firm, less the Cash Processing Fee, which is the annual effective rate of 0.50%.

The Uninvested Cash may remain invested for a period not to exceed thirty (30) days while Nationwide is awaiting Written Instructions. After thirty (30) days, the Uninvested Cash and all accrued interest will be moved to a Plan retainer account and invested in a Money Market Fund, unless another investment in the Account is specifically selected by the Plan Sponsor.

Each Business Day, Nationwide will invest the available daily closing balance in the Cash Account. Such investment will be specifically segregated for the benefit of such plans and free of any liens and encumbrances.

Interest will accrue daily on Uninvested Cash beginning on the second (2nd) Business Day following its receipt. The interest accrued will be allocated to each Plan which has Uninvested Cash held in the Cash Account on a pro rata basis, based on average cash held in the Cash Account. Each Plan's allocation of accrued interest will then be allocated appropriately to each Participant or Plan account. Any such interest allocated to the account of a Participant will be invested in accordance with the investment allocation of that Participant unless otherwise directed by the Administration Firm. Such interest allocated to other Plan accounts will be invested in a Money Market Fund unless otherwise directed by the Plan Sponsor or Plan Administrator.

The Cash Processing Fee percentage is deducted from the gross return of the investment vehicle prior to the crediting of interest to the Account. The Cash Processing Fee is the dollar amount obtained by multiplying the Cash Processing Fee percentage by the average daily balance of the assets held in the Cash Account and by the number of Business Days the assets have been in the Cash Account.

Amounts for outgoing disbursements will be held in a non-interest bearing account at a financial services firm unrelated to Nationwide until the instrument related to such disbursement is presented to the outside financial services firm for payment.

PROGRAM AGREEMENT

ARTICLE VII - LOANS

To the extent permitted under the Plan and applicable law, Nationwide will forward loan disbursements as directed by the Administration Firm via Written Instructions. The Plan Sponsor, or other fiduciary of the Plan, shall be responsible for the approval and administration of any such loans. The Plan Sponsor acknowledges that all loan obligations should be made payable to the Plan and the Plan retains all lending responsibility. Nationwide will have no responsibility for executing and holding any notes or security agreements which are held as part of the Account, providing any disclosures required by any truth-in-lending laws, or enforcing any security interest in any asset other than the Participant's account under the Account.

ARTICLE VIII - ACCOUNT RECORDS AND REPORTS

Nationwide shall maintain accurate records and detailed accounts of all investments, receipts, disbursements, earnings, and other transactions related to the Account, and those records shall be available at all reasonable times to the Plan Sponsor and Administration Firm. The Plan Sponsor may, within sixty (60) days of the date Nationwide mails or otherwise delivers any report to the Plan Sponsor or Administration Firm, object to any aspect of the report. If no objection is raised within such sixty (60) day period the report(s) will be conclusive, and the Plan Sponsor shall agree to bear any loss or expense that may arise as a result of changes in the processing of transactions for the period covered by the report, including the administrative expenses of Nationwide. In the event the Plan Sponsor objects to any aspect of the report within such sixty (60) day period, the preceding sentence will apply with respect to those portions of the report for which no objection was raised. Nationwide will either make an adjustment in the report or provide the Plan Sponsor with an explanation of the item(s) that is the basis for the objection without making an adjustment in the report. Nationwide is under no obligation to make adjustments to any reported information that relates to events occurring twelve (12) or more months prior to the date of such report.

ARTICLE IX - FIDUCIARY RESPONSIBILITIES AND LIABILITIES

Nationwide may rely upon any information provided by the Plan Sponsor or Administration Firm. The Plan Sponsor, and all other service providers and fiduciaries under the Plan and this Agreement intend that each party shall be solely responsible for those specific duties and powers assigned to it. Each party may rely upon any direction, information, or action of another party as being proper under the Plan and this Agreement. Nationwide shall not be required by the Plan Sponsor or an Administration Firm to engage in any action, or make any investment which constitutes a prohibited transaction or is otherwise contrary to the provisions of applicable law, ERISA, the Code, or the terms of the Plan, the Trust, if any, or this Agreement.

Nationwide shall be responsible only for those functions which have been assigned to it under this Agreement and shall have no discretion, authority or control over the management of the plan, nor any responsibility to perform any duty of the Plan Sponsor, or other fiduciary, required by the Plan or by law. Nationwide shall have no duty to determine the rights or benefits of any person having or claiming an interest under the Plan or this Agreement.

It is understood that the Plan Sponsor and other Plan fiduciaries must discharge their duties with respect to a plan solely in the interest of the participants and beneficiaries and with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and like aims.

Except as otherwise provided in the Agreement, including any schedules thereto, any action to be taken by Nationwide under the Agreement shall be taken upon Written Instruction from the Plan Sponsor or Administration Firm. Nationwide shall comply with such instructions and shall incur no liability for any loss which may result from any action or failure of action on its part due to its compliance with such Written Instructions.

PROGRAM AGREEMENT

ARTICLE X - CONTRIBUTIONS NOT RECOVERABLE

Except as described in the Purpose section of this Agreement and to the extent permitted by the Plan and applicable law, under no circumstances shall any part of the Account be recoverable by the Plan Sponsor or be used other than for the exclusive purposes of providing benefits to Participants and their beneficiaries and paying reasonable expenses of the Plan prior to the satisfaction of all liabilities to Participants and their beneficiaries; provided, however, that: a) each condition of a for-profit Plan Sponsor for any plan year may be conditioned upon its being deductible by the Plan Sponsor for the fiscal year in which (or for which) such contribution was made, and, to the extent disallowed as a deduction under Section 404 of the Code, such contribution may, if the Plan Sponsor so requests and to the extent the Funding Vehicle(s) permits, be returned by Nationwide to the Plan Sponsor within one (1) year after the final disallowance of the deduction by the Internal Revenue Service or the courts; and b) a contribution by a Plan Sponsor or a Participant made as a result of a mistake of fact that is discovered within one (1) year after the contribution is made shall be returned to the Plan Sponsor or Participant as soon as administratively feasible, if the Plan Sponsor so requests and the Funding Vehicle(s) permits.

ARTICLE XI - LIMITATION OF LIABILITY

To the extent permitted by applicable law, Nationwide shall not be liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunction of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or government actions.

ARTICLE XII - RELIANCE ON COUNSEL AND INDEMNIFICATION

Nationwide may consult with, and act upon the advice of counsel (who may be counsel for the Plan Sponsor), regarding its responsibilities under this Agreement. To the extent permitted under applicable law, the Plan Sponsor shall indemnify and hold harmless Nationwide, its officers, employees, and agents from and against all liabilities, losses, expenses, and claims (including reasonable attorneys' fees and costs of defense) arising as a result of:

Acts or omissions to act with respect to the Plan or Account by persons unrelated to Nationwide; Nationwide's action or inaction with respect to the Plan or Account resulting from reliance on the action or inaction of unrelated persons;

Any violation by any unrelated person of the provisions of ERISA, the Code or applicable laws, unless Nationwide commits a breach of its duties by reason of its gross negligence or willful misconduct;

Any decision by the Plan Sponsor, any Participant or any other fiduciary to acquire, retain, or dispose of any security or other property of the Account, or any failure by the Plan to satisfy the requirements of ERISA Section 404(c), if applicable;

Any violation or breach by a fiduciary or other person associated with the Plan which occurred prior to the Effective Date; or

Nationwide's acts, omissions and conduct, and those of its agents, in their official capacity, except to the extent that such documented loss or expense results from negligence directly and solely attributable to Nationwide or its agents, or from an intentional violation by them of any provision of this Agreement.

PROGRAM AGREEMENT

ARTICLE XII - RELIANCE ON COUNSEL AND INDEMNIFICATION (CONTINUED)

Such obligation to indemnify shall extend to any liability or expense that arises as a result of the inaccuracy of any representation made, any action taken or failure to act, or any violation of this Agreement, the terms of the Plan or ERISA by the Plan Sponsor, any fiduciary of the Plan, an Administration Firm, and their agents, employees and officers under this Agreement or otherwise related to the administration of the Account. Nationwide shall not be required to give any bond or other security for the faithful performance of its duties under this Agreement except to the extent required by applicable law.

ARTICLE XIII - NATIONWIDE'S USE OF AFFILIATED COMPANIES

Nationwide may enter into agreements and share information with its affiliates in performing responsibilities under this Agreement and any other applicable agreement. Investments made in accordance with the Agreement, including the Cash Processing Provision, may include mutual funds or other investments advised by affiliates of Nationwide. The investment advisors of such investments may be affiliates of Nationwide and may derive investment management and other fees for services provided.

ARTICLE XIV - NATIONWIDE'S COMPENSATION AND EXPENSES

Nationwide will be compensated for services at rates described in the Executive Summary of this Agreement. Nationwide may receive additional reasonable compensation for any extraordinary services or computations required as agreed upon by the Plan Sponsor and Nationwide in advance. Nationwide may withdraw amounts from the Account for its compensation, and for any expenses as described herein, unless such amounts are paid by the Plan Sponsor within sixty (60) days after mailing of a written billing by Nationwide.

ARTICLE XV - TAXES

Until advised to the contrary by the Plan Sponsor, Nationwide shall assume that the Account is exempt from federal, state, local and foreign income taxes. Nationwide shall not be responsible for filing any federal, state, local or foreign tax and informational returns relating to the Plan or Account other than informational returns required as a result of any distribution from the Account.

Nationwide shall notify the Plan Sponsor of any taxes levied upon or assessed against the Account. If Nationwide does not receive Written Instructions within thirty (30) days of such notification, Nationwide will pay the tax from the Account. If the Plan Sponsor wishes to contest the tax assessment, it must give appropriate Written Instructions to Nationwide within thirty (30) days of notification. Nationwide shall not be required to bring any legal actions or proceedings to contest the validity of any tax assessments unless Nationwide is to be indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorneys' fees.

ARTICLE XVI - AMENDMENT

Nationwide may amend the Agreement at any time by providing written notice to the Plan Sponsor or Plan Administrator not less than sixty (60) days prior to the effective date of such change. See the Fund Access Schedule for amendment provisions applicable to potential changes to the Plan's Designated Funds, Fund Window, or available Funds under this Agreement. Additionally, please reference the Disclosure Section of the QDIA / Default Fund Selection Schedule for amendment provisions applicable to potential changes to any of the options contained in that Schedule.

No person except for an authorized officer has the legal capacity to change this Agreement otherwise, or to bind Nationwide to other commitments not covered within this Agreement.

PROGRAM AGREEMENT

ARTICLE XVII - RESIGNATION, REMOVAL AND TERMINATION

Nationwide may resign at any time after providing at least 60 days notice via Written Instructions to the Plan Sponsor. In the event that any conditions or situations are found to be fraudulent, in violation of the provisions of ERISA, the Code, or other applicable law, Nationwide may resign immediately. In the case of a plan transfer, the Plan Sponsor may remove Nationwide and direct the Transfer of assets to a Funding Successor, by delivery of Written Instructions, to take effect at a date specified therein, which shall not be less than 60 days after the delivery of such Written Instructions with Signature or Original Signature to Nationwide, unless Funding Vehicle provisions specify otherwise. In the case of plan termination, the Plan Sponsor may notify Nationwide of a termination of the Plan, by delivery of Written Instructions, to take effect at a date specified therein, which shall not be the lesser of (1) the notification period in the case of termination for the Group Annuity, if any, based on formal underwriting procedures, or (2) 60 days after the delivery of such Written Instructions with Signature to Nationwide. Notwithstanding the foregoing, Nationwide may retain responsibilities per the terms of this Agreement over assets remaining at Nationwide beyond the 60 day timeframe, concurrent with Funding Vehicle provisions.

The Agreement will be terminated at such time as the Account is terminated, the Funding Vehicle(s) are redeemed in full, or upon the resignation or removal of Nationwide as trustee or custodian, as applicable, of the Account. The discontinuance of contributions to the Account shall not, by itself, terminate the Account.

Nationwide is authorized to reserve such sum of money as it may deem advisable for payment of its fees and expenses in connection with the settlement of the Account, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid to the Successor by Nationwide.

ARTICLE XVIII - SUCCESSOR

Upon resignation or removal of Nationwide, the Plan Sponsor shall appoint a Successor and the Plan Sponsor shall notify Nationwide of such appointment by Written Instructions with Signature. Nationwide shall transfer the assets of the Account, subject to any applicable fees as described in the Agreement to such Successor.

If either party has given notice of termination and upon the expiration of the advance notice period no party has accepted an appointment as Successor, Nationwide will have the right to commence an action in the nature of an interpleader (or other appropriate action) and seek to deposit the assets of the Account in a court of competent jurisdiction in Franklin County, Ohio, for administration until a Successor may be appointed and accepts the transfer of the assets. The Plan Sponsor will be responsible for any costs incurred as a result of such action and/or transfer, as well as any expenses of Nationwide which are incurred in carrying out its duties under this Agreement in such a situation.

ARTICLE XIX - GOVERNING LAW

The Account will be administered in the State of Ohio, and its validity, construction, and all rights hereunder shall be governed by ERISA, the Internal Revenue Code, the Home Owners' Loan Act of 1933 and, to the extent not pre-empted, by the laws of Ohio. All contributions to the Account shall be deemed to occur in Ohio.

ARTICLE XX - IDENTITY VERIFICATION NOTICE

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies certain persons or entities that open an account. When an account is opened, Nationwide may ask for the name, address and other information that will allow Nationwide to identify the entity or person that sponsors the Plan. Nationwide may also ask for a copy of identifying documents, such as a driver's license, government-issued business license, or other documents.

PROGRAM AGREEMENT

ARTICLE XXI - RULES OF CONSTRUCTION

The Agreement, together with all attached schedules and the Group Annuity Contracts, if applicable, shall constitute the entire Agreement. The Plan, the Trust, if any, and this Agreement shall be read and construed together. By signing this Agreement, the Plan Sponsor represents to Nationwide that the Plan and Trust conform to and are consistent with the provisions of this Agreement. Should the Plan or Trust, if any, need to be amended to conform to the provisions of this Agreement, the Plan Sponsor is responsible for such amendments. The terms of this Agreement shall prevail over terms of the Plan and Trust, if any, in cases of conflict.

ARTICLE XXII - WAIVER

Failure of either party to insist upon strict compliance with any of the conditions of the Agreement shall not be construed as a waiver of any of such conditions, but the same shall remain in full force and effect. No waiver of any provision of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

ARTICLE XXIII - REFERENCES

Unless the context clearly indicates to the contrary, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or re-designated statute or regulation or executed counterpart.

ARTICLE XXIV - SEVERABILITY

If any provision of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be effective.

ADMINISTRATION FIRM SCHEDULE

PURPOSE

The Administration Firm Schedule details the duties, acts, responsibilities and obligations of the Administration Firm.

RESPONSIBILITIES OF ADMINISTRATION FIRM

The Administration Firm agrees to perform the following duties, acts, responsibilities and obligations;

1. To receive communications pertaining to the Plan from Nationwide, Plan Sponsor or Plan Administrator, the Plan Sponsor, or its designee, or any Provider and to forward all such communications to the appropriate parties;
2. To receive information, documentation and all correspondence related to any Funding Vehicle(s) including, but not limited to, investment performance and updated interest rate guarantees which is made available by providers of the Funding Vehicle(s) and deliver such information to the Plan Sponsor or its designee;
3. To timely submit to Nationwide any Plan contributions and related information required by Nationwide for the proper and prompt investment of such contributions;
4. To obtain information regarding values and fund balances of the Funding Vehicle(s), as frequently as necessary for the benefit of the Plan Sponsor and Participants, including, but not limited to, receiving periodic accountings of all transactions under the Funding Vehicle(s) and to authorize Nationwide to exchange amounts within and among Funding Vehicle(s) and to provide all information required by Nationwide for the proper and prompt exchanges of these amounts;
5. To access account balances and to make exchanges and change the fund elections of the Account or of Participants, if Nationwide maintains participant-level records for future contributions, through Nationwide's voice response unit ("VRU") and the Internet, to the extent these capabilities exist. If Nationwide maintains participant-level records, Participants are also authorized to access their account balance information and to make exchanges and changes in their investment elections of future contributions through the VRU and the Internet, to the extent these capabilities exist. It is the responsibility of the Administration Firm to provide copies of the brochures and other written materials describing these services to the Plan Sponsor and Participants;
6. To instruct Nationwide to make loan disbursements or make cash payments to Participants and to provide all information required by Nationwide to make such loan disbursements or cash payments;
7. To notify Nationwide of expenses incurred by the Plan which are to be paid from the amounts held pursuant to the Agreement. Such notice will include all information required by Nationwide to make such a payment;
8. To request that services be performed by Nationwide for which Nationwide may reimburse itself from Funding Vehicle(s) for the cost of such services. The Administration Firm agrees not to request such services without prior written agreement between the Administration Firm and the Plan Sponsor;
9. To provide to the Plan Sponsor or Plan Administrator, Plan Sponsor, or its designee, information necessary for compliance with annual reporting and filing obligations, as applicable, under ERISA and the Code, including Form 5500 Annual Return/Report of Employee Benefit Plan;
10. To observe and comply with the existing laws, rules and regulations applicable to the duties, acts, responsibilities and obligations performed hereunder;

ADMINISTRATION FIRM SCHEDULE

RESPONSIBILITIES OF ADMINISTRATION FIRM (CONTINUED)

11. To provide investment direction to Nationwide® with respect to contributions held in suspense that do not have current investment direction. The Administration Firm will provide all information required by Nationwide® to make such investment and will obtain any necessary Plan Sponsor approvals prior to providing such instruction to Nationwide®. Should the Plan Sponsor not provide the Administration Firm with the necessary approvals, the Administration Firm shall not be responsible for providing investment direction for these amounts.

MODIFICATIONS

The Administration Firm Schedule may be amended at any time due to changes by the Plan Sponsor to the entity serving as Administration Firm or due to Administration Firm name changes, mergers or acquisition. The responsibilities of the named Administration Firm shall be terminated upon receipt and acceptance of an amended Administration Firm Schedule by Nationwide.

FUND ACCESS SCHEDULE

PURPOSE

The Fund Access Schedule provides information regarding the available funds, provisions and limitations regarding trading of certain Funding Vehicle(s) and the Asset Fee.

FUNDS AVAILABLE FOR INVESTMENT

Nationwide makes a variety of Funds available through its program generally that the Plan Sponsor, Plan Administrator or other appropriate fiduciary may select to make available to Participants. The specific Funds that will be made available to Participants in the Plan are selected by the Plan Sponsor, Plan Administrator or other appropriate fiduciary when they enter into this Agreement, pursuant to Written Instructions to Nationwide, and are called Designated Funds. The Plan Sponsor, Plan Administrator or other appropriate fiduciary may change the Plan's Designated Funds at any time, pursuant to Written Instructions to Nationwide. Nationwide also may make available a Fund Window, as defined in the Program Agreement, which the Plan Sponsor, Plan Administrator or other appropriate fiduciary can add or reject. The Participants then decide whether or not to allocate their contributions to one or more of the Designated Funds or a Fund available through the Fund Window.

The Fund(s) made available in Nationwide's program generally are included based on a variety of quantitative and qualitative factors relating to the Funds, as well as the amount of payments made to Nationwide by a Fund, if any, or any of its affiliates, including service fees, administrative fees, expense reimbursement, asset-based sales compensation, and/or other compensation required for the program (Fund Payments). Different Fund menus have varying degrees of Fund Payments associated with them, and Nationwide takes the anticipated Fund Payments into consideration when determining the fees charged for the program.

Subject to applicable fees or expenses, Plan Sponsors, Plan Administrators or other appropriate fiduciaries have the opportunity to be transferred to a program where Fund Payments are credited to the Plan in the form of reduced asset fees in an amount equivalent to the disclosed reimbursement rate received for each Fund or investment option. However, in no instance will the amount of any applicable Fund Payment reduce the net asset fee for the program to less than 0.00% for that Fund or investment option. Fiduciaries should evaluate the appropriateness of this option as it relates to the unique needs of their Plan(s).

PROCESS FOR FUND MODIFICATIONS

Nationwide-Initiated Fund Additions:

Nationwide will inform the Plan Sponsor, Plan Administrator or other appropriate fiduciary of the addition of any Fund(s) to the menu of Funds in the program generally that are available for selection as a Designated Fund within the Agreement. That notice will be made via mail, electronic delivery, or the plan sponsor website at the time of addition.

Nationwide-Initiated Fund Removals and Substitutions:

If Nationwide initiates a removal or substitution of a Fund from the menu of Funds available for selection as a Designated Fund (other than in circumstances necessitated by the actions of a Fund as described below), Nationwide will provide the Plan Sponsor, Plan Administrator or other appropriate fiduciary written notice of the change via mail, electronic delivery, or the plan sponsor website at least 30 days prior to the effective date of the change. The notice shall state the effective date of such removal or substitution.

FUND ACCESS SCHEDULE

Nationwide-Initiated Fund Removals and Substitutions: (CONTINUED)

Except as described below (addressing changes following actions by Funds), Nationwide will not remove or substitute a Designated Fund that the Plan Sponsor, Plan Administrator or other appropriate fiduciary has elected to make available to Participants until it has received affirmative consent from the Plan Sponsor, Plan Administrator or other appropriate fiduciary. The Plan Sponsor, Plan Administrator or other appropriate fiduciary has the discretion and authority under the Program Agreement to decide upon (and decide whether to reject) any removal or substitution of Designated Funds that the Plan Sponsor, Plan Administrator or other appropriate fiduciary has elected to make available to Participants. The Plan Sponsor, Plan Administrator or other appropriate fiduciary makes the final determination regarding any removals or substitutions of Designated Funds that have been made available to its Participants and has the responsibility to determine whether a removal or substitution is in the best interests of the Participants. Except in the circumstance of a change that follows an action by the Fund, as described below, Nationwide has no authority to remove or substitute Designated Funds that have been made available to the Participants without the Plan Sponsor's, Plan Administrator's or other appropriate fiduciary's affirmative consent. This paragraph shall not limit the ability of Nationwide to continue its practice of substituting or removing a Fund for new Plan Sponsor customers or for existing Plan Sponsor customers that have not included the Fund as a Designated Fund. Similarly, this provision shall not limit the ability of Nationwide to substitute or remove a Fund that has not been included as a Designated Fund but could be accessed by a Participant through Fund Window or a Managed Account for a Plan, so long as no Participants in the Plan have currently invested assets in that Fund.

Removals and Substitutions Necessitated by the Actions of Mutual Funds:

There are circumstances where the substitution or removal of a Designated Fund that the Plan Sponsor, Plan Administrator or other appropriate fiduciary has made available to Participants is necessitated by the actions of a Fund. These situations include, but are not limited to: decisions by Funds to liquidate a Fund, merge Funds with other Funds, change investment advisers or sub-advisers, make other changes (including changes required by law) that prevent Nationwide from offering the Fund, or otherwise require Nationwide to change the Funds that the Plan Sponsor, Plan Administrator or other appropriate fiduciary has made available to Participants. In such cases, where administratively feasible, Nationwide will provide written notice to the Plan Sponsor, Plan Administrator or other appropriate fiduciary via first class mail, fax, or email sixty (60) days prior to the effective date of the change. This communication will: (1) explain the proposed substitution or removal of the Fund that the Plan Sponsor, Plan Administrator or other appropriate fiduciary had previously elected to make available to Plan Participants, and the effective date of that substitution or removal; (2) disclose any resulting changes to the rate of mutual fund payments made to the Company by the Funds, or any of their affiliates; (3) explain the Plan Sponsor's, Plan Administrator's, or other appropriate fiduciary's right to terminate the Program Agreement; and (4) reiterate that, pursuant to the Program Agreement provisions agreed to by the Plan Sponsor, Plan Administrator or other appropriate fiduciary, failure to object or otherwise respond shall be deemed to be consent to the proposed substitution or removal.

Nationwide will, upon request, assist Plan Sponsors, Plan Administrators or other appropriate fiduciaries in obtaining additional information necessary to engage in a full and fair evaluation of changes presented. Nationwide does not provide, and cannot be relied upon to provide, advice or recommendations relative to the Fund change.

The Plan Sponsor, Plan Administrator or other appropriate fiduciary has the exclusive discretion, authority, and obligation to decide upon any removal of Designated Funds. The Plan Sponsor, Plan Administrator or other appropriate fiduciary makes the final determination as to which Funds available in the program generally will be Designated Funds, and has the sole responsibility to determine whether a change in the Designated Funds is in the best interests of the Plan and the Plan Participants. Nationwide has neither the discretion, nor authority, control, or responsibility with respect to those decisions made in connection with the Plan.

FUND ACCESS SCHEDULE

FUND WINDOW MODIFICATIONS

If the Plan Sponsor or Plan Administrator selects the Fund Window, and the Fund Window is later removed by the Plan Sponsor or Plan Administrator as a Plan option under the Agreement, any Fund made available through that Fund Window in which Plan Participants have allocated money will become a Designated Fund -- and allocated money will remain in that Designated Fund -- unless the Plan Sponsor or Plan Administrator provides other direction via Written Instructions to Nationwide.

PAYMENT OF THE ASSET FEE

A daily Net Nationwide Asset Fee percentage will be calculated for each fund and Redemptions will be made from the Fund(s) on each Business Day to cover the amount of the daily Net Nationwide Asset Fee.

MODIFICATION OF THE ASSET FEE

The Asset Fee may be adjusted prospectively in accordance with the Amendment provisions of this Agreement. If the Plan Sponsor chooses to reject the Asset Fee changes, the Plan Sponsor may terminate the Agreement consistent with the termination provisions in the applicable agreements between the Plan Sponsor and Nationwide.

LIQUIDITY FEATURES

Purchases

Purchases will be made by Nationwide no later than three (3) Business Days following the receipt of Written Instructions in the Required Format.

Redemptions

Redemptions will be made by Nationwide no later than five (5) Business Days following receipt of Written Instructions in the Required Format unless a participant is invested in a Funding Vehicle with a greater Redemption time standard. In such situation, the greater time standard will be used for Redemption of all Funding Vehicles.

Exchanges Between Funds or to other Funding Vehicle(s)

The Administration Firm, Participants, or any designee may initiate Exchanges, subject to limitations described below. Exchanges will be made within one (1) Business Day following confirmation of a transaction via electronic means acceptable to Nationwide, or no later than three (3) Business Days following receipt of Written Instructions from the Administration Firm in the Required Format. By providing Written Instructions or permitting Participants to initiate such transactions via a voice response system or the Internet, the Plan Sponsor or Plan Administrator certifies that such transactions are permitted under the Plan.

Notwithstanding the foregoing, Exchanges may be restricted if such restriction is deemed necessary by the Funding Vehicle provider(s) to halt or mitigate the effect of any abusive trading practices, including market timing, that may disrupt portfolio management strategies or harm fund performance with respect to the Funding Vehicle(s). Under no circumstances shall Nationwide be liable to the Plan Sponsor or Plan Administrator, Participant or any other person in the event and to the extent it or the Funding Vehicle provider(s) takes any action deemed necessary to halt or mitigate the effect of such abusive trading practices. The determination of what constitutes abusive trading practices shall be made solely by the provider(s) of the Funding Vehicles through their Administration Firms.

FUND ACCESS SCHEDULE

Nationwide Electronic Trade Monitoring

An Electronic Trade is defined as an exchange, restructure, or series of exchanges completed on a given day via electronic means acceptable to Nationwide. Nationwide will monitor Electronic Trades for individual Participants and apply the following guidelines to limit abusive trading practices. These guidelines will be effective for the Electronic Trade activity completed in any given calendar year. Upon completing eleven (11) trades within two (2) consecutive quarters of a calendar year or upon completing twenty (20) trades within a calendar year, a Participant will be restricted from requesting additional Electronic Trades for the remainder of the calendar year. Participants who become restricted from additional electronic trading may continue to request trades in the Required Format via U.S. mail. Trades received via facsimile for Participants on excessive trade restrictions will be rejected by Nationwide. The restriction will be effective until the next calendar year at which time the restriction will be lifted.

Redemption Fees and Trading Restrictions

In addition to the above procedure, those organizations that provide the Funding Vehicle(s) for the Plan may independently monitor trades for excessive and other forms of abusive trading and act accordingly or instruct Nationwide to take certain actions. Consequently, other policies may apply. These policies may take the form of redemption fees and/or other trading restrictions. For further information on redemption fees or trading restrictions, including whether one will be applicable to an individual investment option, please consult the individual fund prospectus for mutual funds or the applicable Declaration of Trust for collective investment funds.

Transfers

The Plan Sponsor or Plan Administrator may, at any time, provide Written Instructions, in the Required Format, to Nationwide, to request a Transfer. Following the receipt of such Written Instructions in the Required Format, Transfers will be made in accordance with the Resignation, Removal and Termination Section of the Program Agreement, unless 1) the Account contains a Funding Vehicle with a greater Transfer time standard, in such situation, the greater time standard will be used for Transfer of all Funding Vehicle(s), or 2) another Business Day mutually agreeable to Nationwide is selected, in the Required Format, by the Plan Sponsor or Plan Administrator.

In the event Redemptions, Exchanges or Transfers cannot be made in cash, such transactions will be made as soon as practicable.

REPORT SCHEDULE

PURPOSE

This Schedule provides information regarding the payment of the Account Fee to Nationwide and the frequency of reports, if applicable.

DEFINITIONS

Account Fee - the Annual Account Fee or the Initial Account Fee

ACCOUNT FEE DEDUCTED FROM ACCOUNT ASSETS

Nationwide will deduct the amount of the Account Fee from the Account in equal installments either monthly, quarterly, semi-annually or annually as instructed by the Administration Firm. Upon termination of the Agreement, Nationwide shall deduct the portion of the Account Fee remaining unpaid from the Account prior to liquidating or transferring the assets of the Account.

ACCOUNT FEE REMITTED BY PLAN SPONSOR

Nationwide shall bill the Plan Sponsor for the amount of the Annual Account Fee on or about December first (1st) for services to be provided by Nationwide for the following calendar year. The Plan Sponsor shall pay the Annual Account Fee within sixty (60) days of the date on which the written bill is mailed by Nationwide or such amount will be deducted from the Account. No portion of the Account Fee is refundable upon termination of the Agreement.

FREQUENCY OF REPORTS

Quarterly reports, if applicable, will be provided as of the close of business on the last day of the fiscal period of the Plan covered by the report, and will be provided within sixty (60) days of such date. The certified annual Account report, if applicable, will be provided within one hundred and twenty (120) days of the last day of the fiscal period of the Plan.

TERMINATION SCHEDULE

PURPOSE

The Termination Schedule details events that will result in the assessment of Termination Fees as outlined in the Executive Summary.

TERMINATION FEE:

In the event of the following:

Transfer of assets to a new investment vehicle or investment provider;

Benefit Payments to Key Employees, Officers and/or Owners for in-service withdrawals (except loans, financial hardships of \$50,000 or less taken at least twelve (12) months prior to separation of service, and amounts required to be distributed as a result of compliance with Section 401(a)(9) of the Internal Revenue Code), disability payments if such disability does not meet the Social Security definition of disability, or upon severance of employment or retirement;

Outstanding loan balances of Key Employees, Officers and/or Owners upon payment of a Benefit Payment on or after severance of employment; or

Payments made as a result of a termination of a Plan or in the event of a fifteen (15) percent or greater reduction in number of Participants under the Plan since the Effective Date of the Agreement, which is the result of any change in the Plan or action taken by the Plan Sponsor

the Plan Sponsor shall pay to Nationwide, or Nationwide may withdraw from the Account assets, as reimbursement for expenses it has incurred, a Termination Fee equal to the percentage set forth in the table in the Termination Fee section of the Executive Summary.

DISCLOSURE SCHEDULE

The following information outlines various fees, expenses and compensation items that may be applicable to your Plan. This information provides the identification of the payor, payee, and description of the services provided for each payment and the method of each payment. The information also describes where additional information about each particular item may be found. Please review the footnotes for important information about classification of each item as Direct or Indirect Compensation. Except as indicated, Nationwide is not acting in a fiduciary capacity for the services described below.

For purposes of this Disclosure Schedule only, Nationwide shall mean Nationwide Trust Company, FSB or Nationwide Life Insurance Company.

The information below as well as additional fee disclosure information may be reviewed on the website www.nationwide.com/planlogin at anytime after the Effective Date. Information about the designated investment alternatives required to be disclosed by Nationwide and reviewed by you will be available on the website the day following the Effective Date. The signatories on behalf the Plan Sponsor on this document are responsible for reviewing this disclosure information prior to sending any contributions to Nationwide.

In addition, if changes occur to the items described below, you will be notified of any such change by Nationwide. Such notification may be in the form of a communication directing you to www.nationwide.com/planlogin to review changes which will be clearly indicated. The notification may also be in the form of an Amendment to this Agreement.

If the covered service provider is Nationwide Trust Company, FSB and payments are made to Nationwide Life Insurance Company, Nationwide Life Insurance Company is an affiliate of Nationwide Trust Company, FSB. Please consult your contract(s) with Nationwide to determine the applicable covered service provider and additional information about services and fees,

Description of cost/compensation, services rendered and method of payment.

Asset Fee / Standard Asset Fee¹ - The purpose of the Asset Fee / Standard Asset Fee is to recover Nationwide's expenses including compensation paid to financial advisors, administrative service fee payments to Administration Firms and any expense credits issued to the Plan. Additionally, this fee pays for services provided by Nationwide including access to a wide array of investment options, recordkeeping platform, customer service, etc. The Asset Fee / Standard Asset Fee is assessed daily or monthly from Plan assets as a percentage of assets invested in applicable Funding Vehicle(s). Payments are made to Nationwide Trust Company, FSB. Additional information may be found in the Executive Summary and Fund Access Schedule of this Agreement.

Fixed Annuity spread¹ - The purpose of the Fixed Annuity spread is to recover Nationwide's expenses including compensation paid to Financial Advisors, Administrative Service Fee/Override payments to Administration Firms and any expense credits issued to the Plan. Additionally, the Fixed Annuity spread pays for services provided by Nationwide including access to a recordkeeping platform, customer service, etc. The Fixed Annuity spread reduces the gross crediting rate to the assets in the Fixed Annuity Contract. Payments are made to Nationwide Life Insurance Company. Additional information may be found in the Group Annuity Contract.

Market Value Adjustment¹ - Upon certain withdrawal or exchange transactions out of the Fixed Annuity, Nationwide may assess a Market Value Adjustment. The transaction is equal to the amount requested, increased or decreased by the Market Value Adjustment. The purpose of the Market Value Adjustment is to reimburse Nationwide for losses or to provide gains to the Plan due to the sale of underlying investments necessary to fund the transaction. Payments are made to Nationwide Life Insurance Company. Additional information may be found in the Group Annuity Contract.

Termination Fee¹ - A fee charged, when applicable as described in the Termination Schedule, on certain withdrawals to recoup certain expenses incurred by Nationwide in establishing the Plan. The fee is typically deducted from the plan but may be billed to the Sponsor if requested. Payments are made to Nationwide Trust Company, FSB. Additional information may be found in the Executive Summary and the Termination Schedule of this Agreement and/or the Group Annuity Contract.

DISCLOSURE SCHEDULE

Description of cost/compensation, services rendered and method of payment. (CONTINUED)

Exchange Fee² - A fee charged to the Administration Firm, an independent contractor, as previously identified in this Agreement, for Exchanges not processed over the VRU or Internet. All hard copy Exchanges sent to Nationwide may incur this fee from each "from" Fund. The fee may be billed to the Administration Firm or deducted from the Plan based on the direction from the Administration Firm. Exchanges processed via the Voice Response Unit (VRU) or Internet will not incur an Exchange Fee. Payments are made to Nationwide Life Insurance Company. The fee is \$6.00 per "from fund".

Loan Maintenance Fee² - A monthly fee charged to the Administration Firm, an independent contractor, as previously identified in this Agreement, for all loans that are set up and managed on Nationwide's Loan Management System. The fee may be billed to the Administration Firm or deducted from the Plan based on the direction from the Administration Firm. Payments are made to Nationwide Trust Company, FSB. The fee is \$1.00 per month per active loan.

Withdrawal Fee¹ - This fee applies to In-Kind Transfers of stock and other brokerage investments. The fee is charged to Participant accounts when an In-Kind Transfer is requested. Payments are made to Nationwide Trust Company, FSB. The fee is \$100 per In-Kind Transfer.

Per Participant Fee² - A fee charged to the Administration Firm, an independent contractor, as previously identified in this Agreement, to cover participant recordkeeping expenses incurred by Nationwide. The fee may be billed or deducted from the Plan based on the direction from the Administration Firm. The fee is \$4.00 per year per participant. This fee may vary quarterly based on the volume of your Administration Firm's block of business with Nationwide. You will be notified of any such change and the current amount, previous amount and change date if applicable may always be found in the Recordkeeping Fees tab of the website referenced above. Payments are made to Nationwide Life Insurance Company.

Statement Fee² - A fee charged to the Administration Firm, an independent contractor, as previously identified in this Agreement, to cover the cost of printing statements. The fee may be billed or deducted from the Plan based on direction of the Administration Firm. The fee is \$0.75 per printed color statement. Payments are made to Nationwide Life Insurance Company.

Annual Account Fee³ - Nationwide Trust Company, FSB provides custodial services. If the Plan Sponsor elects the reporting option, the Plan Sponsor receives annual certified reports for Plan for this fee. If the Plan Sponsor elects the no reporting option, this fee is not charged. The Annual Account Fee may be deducted from Plan assets or billed to the Plan Sponsor as elected by the Plan Sponsor in this Agreement. Payments are made to Nationwide Trust Company, FSB.

Fiduciary status: As a custodian, Nationwide Trust Company, FSB is subject to the proper directions of a named fiduciary which are made in accordance with the terms of the Plan and not contrary to Employee Retirement Income Security Act of 1974 (ERISA). As a custodian Nationwide has residual fiduciary responsibility for determining whether a given direction is proper and whether following the direction would result in a violation of ERISA.

Gross Expense Ratio⁴ - The percentage of fund assets paid for operating expenses and management fees, including 12-b-1 fees, administrative fees, and all other asset-based costs incurred by the fund, except brokerage costs. Fund expenses are reflected in the fund's net asset value (NAV). Payments are made to the applicable fund house. Additional information may be found in the applicable fund prospectus.

Redemption Fee⁴ - A fee charged by fund houses to a Participant who trades in and out of certain funds within a specified time frame. The fee is paid to the applicable fund house. This fee is charged so that short term trading is not utilized to the detriment of other shareholders. Payments are made to the applicable fund house. Additional information may be found in the applicable fund prospectus.

DISCLOSURE SCHEDULE

Description of cost/compensation, services rendered and method of payment. (CONTINUED)

Cash Processing Fee⁵ - A fee charged by Nationwide for investing cash received without proper investment direction, or while otherwise in suspense, pending processing. This fee may be assessed daily on cash received that is invested in an interest-bearing account with a non-affiliated financial institution. The fee is a percentage deducted from the gross return of the investment vehicle prior to crediting interest to the Plan. Payments are made to Nationwide Trust Company, FSB. Additional information may be found in the Cash Processing Provision of this Agreement.

Mutual Fund Payments⁵ - Nationwide receives payments from mutual fund companies for services provided. Payments are made to Nationwide Investment Services Corp and then in full to Nationwide Trust Company, FSB. Additional information can be found in the applicable mutual fund prospectus.

Administrative Services Fee⁶ - Payments are made to the Administration Firm, an independent contractor, as previously identified in this Agreement, for various administrative functions which may include but are not necessarily limited to; preparing proposals, assisting in the enrollment process, processing transactions including disbursements, assisting with issue resolution, and communicating with Plan Sponsors and/or Participants. The following displays the payments made to the Administration Firm.

Program Year		On all Transfers [†] and Deposits	On Assets
1	On the first \$100,000	0.00%	0.00%
	On the next \$650,000	0.00%	0.00%
	On the next \$1,250,000	0.00%	0.00%
	On the next \$3,000,000	0.00%	0.00%
	On amounts over \$5,000,000	0.00%	0.00%
2 and Later	On the first \$100,000	0.00%	0.00%
	On the next \$650,000	0.00%	0.00%
	On the next \$1,250,000	0.00%	0.00%
	On the next \$3,000,000	0.00%	0.00%
	On amounts over \$5,000,000	0.00%	0.00%

[†] Transfers do not include internal transfers and therefore the payment schedule does not apply to these transactions.

Recordkeeping Charges - Nationwide includes the cost of recordkeeping services in the fees explained in this document. However, the Regulations require that if a Service Provider does not assess an explicit charge that covers the cost of recordkeeping then they must provide an estimate of what the charge would be if an explicit charge did apply. Recordkeeping services include; maintaining participant balances, executing trades between Funding Vehicles, accepting deposits, processing distributions, regulatory reporting, and customer service. If Nationwide were to assess an explicit charge for these services, a reasonable estimate would be a charge of \$600 annually and \$3 per participant. Additionally, a charge \$250 for the first year only that the Plan is at Nationwide would apply. These charges are determined using cost accounting methodology for the services provided defined as recordkeeping services. The charges also include a profit margin to Nationwide which typically ranges from 20-30%. It is important to understand that the fees discussed in this section are a representation of charges that would apply if Nationwide were to charge an explicit fee for all recordkeeping services. The fees represented in this paragraph are NOT paid by the Plan or Plan Sponsor and NOT received by Nationwide or any of its affiliates.

DISCLOSURE SCHEDULE

Description of cost/compensation, services rendered and method of payment. (CONTINUED)

Corrective Processing - Nationwide may receive additional compensation or recognize losses due to various corrective processing. Such corrective processing may include but is not limited to mutual fund price corrections, rounding errors, and transaction processing corrections on behalf of the Participant, Plan Sponsor, Administration Firm, Mutual Fund providers or Nationwide. Nationwide's general policy is to make the corrections so that the resulting impact to the Plan would be as if the error had not occurred, which includes any gains/losses due to the Plan. However, if the corrections required are due to transaction processing errors by parties other than Nationwide, we may require such parties to pay for any losses caused by completing the corrective processing. After such corrective processing, there may be gains or losses that Nationwide Life Insurance Company or Nationwide Trust Company, FSB, as applicable, may recognize as Nationwide effectuates the correction in the market.

Footnotes:

- ¹ Items noted above are considered direct compensation to Nationwide and are paid directly from Plan assets.
- ² Items noted above are considered direct compensation to Nationwide and are paid directly from Plan assets, if Nationwide is directed to deduct from Plan assets. If Nationwide is directed to bill these items and is paid by another party other than directly from the Plan assets, then the items will be considered indirect compensation.
- ³ Items noted above are considered direct compensation to Nationwide and are paid directly from Plan assets if directed to deduct by the Plan Sponsor. If items are billed and paid by the Plan Sponsor they would not be considered direct nor indirect compensation.
- ⁴ Items noted above are considered direct compensation to a party other than Nationwide as indicated above and are paid directly from Plan.
- ⁵ Items noted above are considered indirect compensation to Nationwide and are paid from a party other than directly from Plan assets.
- ⁶ Items noted above are considered indirect compensation to a party other than Nationwide and are paid from Nationwide and not directly from Plan assets.

DISCLOSURE SCHEDULE

DISCLOSURES

Mutual Fund Payments

Our Relationships with the Mutual Funds

Nationwide Financial Services, Inc.'s life insurance and trust company subsidiaries (collectively referred to as the "Nationwide companies") offer various product menus to group retirement plan customers depending on a variety of quantitative and qualitative factors relating to the Mutual Funds through the Nationwide Group Retirement Series, which include: i) mutual fund platforms offered by Nationwide Trust Company, FSB, and ii) unregistered group variable annuity contracts issued by Nationwide Life Insurance Company. (The group annuity contracts and the mutual fund platforms are referred to collectively as "retirement products" and include Nationwide Retirement Resource, Nationwide Retirement Innovator, Nationwide Retirement Clear Advantage, Nationwide Retirement Flexible Advantage, Nationwide Retirement Innovator Advantage, Nationwide Retirement Advisor and Nationwide Retirement Manager).

The variable accounts, trust accounts, or custodial accounts (the "Accounts") that accompany the retirement products offer a variety of investment options, and purchase and sell shares of certain mutual funds in the aggregate each day so that the performance of the investment options corresponds to the performance of those mutual funds. When the Accounts aggregate these transactions, the mutual fund does not incur the expense of processing individual transactions that it would incur if it sold its shares to the public directly. This expense is instead incurred by the Nationwide companies.

The Nationwide companies also incur the distribution costs of selling the retirement products, which benefits the mutual funds by providing contract owners and participants with investment options that correspond to the underlying mutual funds.

An investment adviser or subadviser of a mutual fund or its affiliates may provide the Nationwide companies with wholesaling services that assist in the distribution of the retirement products and may pay to participate in educational and/or marketing activities. These activities may provide the adviser or subadviser (or their affiliates) with increased exposure to persons involved in the distribution of the retirement products.

Types of Payments the Nationwide Companies Receive

In light of the above, certain mutual funds or their affiliates make payments to the Nationwide companies (the "payments"). The amount of these payments is typically based on an agreed-upon percentage of assets times the amount of the assets that the Accounts invest in the mutual funds, but in some cases may involve a per participant fee or a combination of asset-based fee and per participant fee. These payments may be used for any corporate purpose, which includes reducing the price of the retirement products, paying expenses that the Nationwide companies incur in promoting, marketing, and administering the retirement products, and achieving a profit.

The Nationwide companies receive the following types of payments:

- Mutual fund 12b-1 fees, which are deducted from mutual fund assets;
- Sub-transfer agent fees or fees pursuant to administrative service plans adopted by the mutual fund, which may be deducted from mutual fund assets; and
- Payments by a mutual fund's Financial Advisor or subadvisor (or its affiliates). Such payments may be derived, in whole or in part, from the advisory fee that is deducted from mutual fund assets and reflected in the mutual fund charges.

Furthermore, the Nationwide companies benefit from assets invested in Nationwide's affiliated mutual funds (i.e., Nationwide Mutual Funds) because their affiliates also receive compensation from the mutual funds for investment advisory, administrative, transfer agency, distribution, and/or other services. Thus, the Nationwide companies may receive more revenue with respect to affiliated mutual funds than unaffiliated mutual funds.

DISCLOSURE SCHEDULE

Mutual Fund Payments (CONTINUED)

The Nationwide companies took these anticipated payments into consideration in determining the charges they impose under the retirement products (apart from fees and expenses imposed by the mutual funds). Without these payments, the Nationwide companies would have imposed higher charges on their retirement products. Plan Sponsors have the opportunity to be transferred or enter into a program where mutual fund payments are credited to the plan in the form of reduced asset fees in an amount equivalent to the disclosed reimbursement rate received for each mutual fund investment option.

Amount of Payments the Nationwide Companies Receive

Most mutual funds or their affiliates have agreed to make payments to the Nationwide companies, although the applicable percentages may vary from mutual fund to mutual fund and some may not make any payments at all. Because the amount of the actual payments the Nationwide companies receive generally depends on the amount of assets invested by the Accounts in the mutual funds, the Nationwide companies may receive higher payments from mutual funds with lower percentages (but greater assets) than from mutual funds that have higher percentages (but fewer assets).

Identification of Mutual Funds for Our Retirement Products

The Nationwide companies identify a menu of potential mutual funds that correspond to the investment options for their retirement products. They may consider several criteria when identifying those mutual funds, including some or all of the following: investment objectives, investment process, investment performance, risk characteristics, investment capabilities, experience and resources, investment consistency, and fund expenses. Another factor the Nationwide companies consider during this process is whether the mutual fund's adviser or subadviser is one of their affiliates or whether the mutual fund, its adviser, its subadviser(s), or an affiliate will make payments such as those described above. The identification criteria vary by line of business and retirement product. In some cases, the Nationwide companies identify mutual funds based on requests and recommendations made by retirement plan sponsors and/or their advisors.

There may be mutual funds with lower fees, as well as other retirement products that offer mutual funds with lower fees. You should consider all of the fees and charges of a retirement product in relation to the features and benefits of that product when making your decision to invest. Please note that product and mutual fund fees and charges have a direct effect on the investment performance of your retirement product. A fund prospectus contains the investment objectives, risks, charges and expenses. Please read the fund prospectus carefully before investing.

Compensation to Distributors and Other Entities

Nationwide has arrangements with various distributors and other entities in connection with the marketing and sale of the Funding Vehicle(s) offered through this Agreement. Nationwide may pay these distributors and other entities compensation in the form of an asset-based sales commission and a separate marketing allowance or related payment.

The amount of any sales commission payable by Nationwide to the Plan's sales representative is subject to negotiation between the Plan Sponsor and the sales representative. In addition to the sales commissions and other compensation described above, Nationwide may pay additional compensation based on various agreed-upon production goals and persistency payments to administrative firms. The cost of sales commissions, or any other compensation paid by Nationwide, is directly or indirectly reflected in the fees charged by Nationwide for your plan.

Identification of Mutual Funds for Our Retirement Products

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DISCLOSURE SCHEDULE

Mutual Fund Payments (CONTINUED)

There may be mutual funds with lower fees, as well as other retirement products that offer mutual funds with lower fees. You should consider all of the fees and charges of a retirement product in relation to the features and benefits of that product when making your decision to invest. Please note that product and mutual fund fees and charges have a direct effect on the investment performance of your retirement product. A fund prospectus contains the investment objectives, risks, charges and expenses. Please read the fund prospectus carefully before investing.

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The amount of any sales commission payable by Nationwide to the Plan's sales representative is subject to negotiation between the Plan Sponsor and the sales representative. In addition to the sales commissions and other compensation described above, Nationwide may pay additional compensation based on various agreed-upon production goals and persistency payments to administrative firms. The cost of sales commissions, or any other compensation paid by Nationwide, is directly or indirectly reflected in the fees charged by Nationwide for your plan.

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	AB Bd Infl Strat I	EEOA	5699	ANBIX	0.08	0.15	0.00	0.78
<input type="checkbox"/>	AB Core Oppr I	CNTA	4757	ADGIX	0.08	0.15	0.00	0.85
<input type="checkbox"/>	AB Disc Gr I	ABOA	1581	CHCIX	0.08	0.15	0.00	0.71
<input type="checkbox"/>	AB Disc Val I	ABPA	1582	ABSIX	0.08	0.15	0.00	0.86
<input type="checkbox"/>	AB Emrg Mkt Mult Asst I	DCPA	5102	ABIEX	0.08	0.15	0.00	1.50
<input type="checkbox"/>	AB Eq Inc I	ABQA	1583	AUIIX	0.08	0.15	0.00	0.77
<input type="checkbox"/>	AB GlbRealEstInvmnt I	CNVA	4759	AEEIX	0.08	0.15	0.00	1.09
<input type="checkbox"/>	AB Glbl Bd I	CNUA	4758	ANAIX	0.08	0.15	0.00	0.57
<input type="checkbox"/>	AB Glbl Bd Z	FEFA	6265	ANAZX	0.08	0.00	0.08	0.51
<input type="checkbox"/>	AB Glbl Rsk Alloc I	ABHA	1576	CABIX	0.08	0.15	0.00	1.06
<input type="checkbox"/>	AB Hi Inc I	CNWA	4760	AGDIX	0.08	0.15	0.00	0.66
<input type="checkbox"/>	AB Inc Adv	EENA	5698	ACGYX	0.08	0.15	0.00	0.82
<input type="checkbox"/>	AB Intmd Bd I	CNXA	4761	ABQIX	0.08	0.15	0.00	0.75
<input type="checkbox"/>	AB LgCap Gr I	CNZA	4763	ALLIX	0.08	0.15	0.00	0.62
<input type="checkbox"/>	AB LgCap Gr Z	GXOA	7226	APGZX	0.08	0.00	0.08	0.52
<input type="checkbox"/>	AB Rel Val I	ABKA	1578	CBBIX	0.08	0.15	0.00	0.69
<input type="checkbox"/>	AB SmCap Gr Adv	BRAA	4249	QUAYX	0.08	0.15	0.00	0.87
<input type="checkbox"/>	AB Sustnbl Intl Thmtc I	CNYA	4762	AWPIX	0.08	0.15	0.00	0.84
<input type="checkbox"/>	ALPS CrComMgCpltComStrat I	CJNA	4665	JCRIX	0.08	0.00	0.08	1.08
<input type="checkbox"/>	ALPS Glbl Oppr I	CJOA	4666	LPEIX	0.08	0.00	0.08	1.88
<input type="checkbox"/>	ALPS Ktk India ESG I	EWPA	6110	INDIX	0.08	0.00	0.08	1.00
<input type="checkbox"/>	ALPS RvrFrntAstAllcGrIn I	CMLA	4725	RLIIX	0.08	0.00	0.08	0.68
<input type="checkbox"/>	ALPS Smith Shrt Dur Bd I	GNSA	6997	SMDSX	0.08	0.00	0.08	0.56
<input type="checkbox"/>	ALPS Smith Ttl Rtn Bd I	GNTA	6998	SMTHX	0.08	0.00	0.08	0.73
<input type="checkbox"/>	AMG BeutlGdmn Cor Pls Bd I	DJTA	5237	ADLIX	0.08	0.08	0.00	0.53
<input type="checkbox"/>	AMG Bstn Cmn Glbl Impct I	BRWA	1566	BRWIX	0.08	0.08	0.00	0.95
<input type="checkbox"/>	AMG GW&K ESG Bd N	CETA	4559	MGFIX	0.08	0.15	0.00	0.69
<input type="checkbox"/>	AMG Mntrscobltln LgCapGr I	AGPA	3605	MCGIX	0.08	0.08	0.00	0.76
<input type="checkbox"/>	AMG Rvr Rd MdCap Val I	AGJA	3603	ABMIX	0.08	0.08	0.00	0.82
<input type="checkbox"/>	AMG TmSquareIntSmCap Z	DJSA	5236	TCMIX	0.08	0.00	0.08	1.00
<input type="checkbox"/>	AMG Vrtas Asia Pfc I	CTWA	4904	MSEIX	0.08	0.00	0.08	1.04
<input type="checkbox"/>	AMG Vrtas Glbl Real Rtn I	BLUA	1565	BLUEX	0.08	0.08	0.00	1.18

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	AMGGW&K Cor Bd ESG I	CEUA	4560	MBDFX	0.08	0.08	0.00	0.62
<input type="checkbox"/>	AMGGW&K Enhcd Cor Bd ESG Z	CVBA	4935	MFDYX	0.08	0.00	0.08	0.75
<input type="checkbox"/>	AMGGW&K Gbl Alloc N	CENA	4553	MBEYX	0.08	0.00	0.08	0.98
<input type="checkbox"/>	AMGGW&K SmCap Cor I	CERA	4557	GWEIX	0.08	0.08	0.00	0.95
<input type="checkbox"/>	AMGGW&K SmCap Val N	CFIA	4569	SKSEX	0.08	0.15	0.00	1.18
<input type="checkbox"/>	AMGMgrs Ycktmn Fd I	CCPA	4507	YACKX	0.08	0.08	0.00	0.72
<input type="checkbox"/>	AMGMgrs Ycktmn Focs I	CCOA	4506	YAFIX	0.08	0.08	0.00	1.07
<input type="checkbox"/>	AQR Eq Mkt Nutrl I	DWUA	5513	QMNIX	0.08	0.10	0.00	1.65
<input type="checkbox"/>	AQR Gbl Eq I	DOGA	5331	AQGIX	0.08	0.10	0.00	0.83
<input checked="" type="checkbox"/>	AQR Intl Defn Style I	DOHA	5332	ANDIX	0.08	0.10	0.00	0.65
<input checked="" type="checkbox"/>	AQR LgCap Defn Style I	DOKA	5334	AUEIX	0.08	0.10	0.00	0.38
<input type="checkbox"/>	AQR Lng Shrt Eq I	DOLA	5335	QLEIX	0.08	0.10	0.00	1.39
<input type="checkbox"/>	AQR Mgd Ftr Strat I	DCQA	5103	AQMIX	0.08	0.10	0.00	1.28
<input type="checkbox"/>	Akre Focs Rtl	FOIA	6447	AKREX	0.08	0.25	0.00	1.30
<input type="checkbox"/>	Alger Cap App Focs Y	ETTA	6050	ALGYX	0.08	0.00	0.08	0.62
<input type="checkbox"/>	Alger Cap App I2	DBDA	5072	ALVOX	0.08	0.10	0.00	0.94
<input type="checkbox"/>	Alger SmCap Focs Y	EEPA	5700	AOFYX	0.08	0.00	0.08	0.85
<input type="checkbox"/>	Alger Spectra Z	DBEA	5073	ASPZX	0.08	0.00	0.08	1.15
<input type="checkbox"/>	Alger Wthrbie Spec Gr Y	ETUA	6051	ASYMX	0.08	0.00	0.08	0.91
<input type="checkbox"/>	Allspr AbsRtn Inst	CZPA	5045	WABIX	0.08	0.15	0.00	1.42
<input type="checkbox"/>	Allspr Adj Rt Govt Inst	BCNA	3928	EKIZX	0.08	0.10	0.00	0.49
<input type="checkbox"/>	Allspr CB LgCap Val Inst	BCOA	3929	CBLSX	0.08	0.10	0.00	0.86
<input type="checkbox"/>	Allspr CB MdCap Val Inst	BCPA	3930	CBMSX	0.08	0.10	0.00	0.92
<input type="checkbox"/>	Allspr Cmn Stk Inst	BCTA	3933	SCNSX	0.08	0.15	0.00	0.93
<input type="checkbox"/>	Allspr Cor Bd Inst	BDZA	3962	MBFIX	0.08	0.10	0.00	0.49
<input type="checkbox"/>	Allspr Cor Bd R6	GUPA	7153	WTRIX	0.08	0.00	0.08	0.44
<input type="checkbox"/>	Allspr Disc LgCap Gr Inst	BDCA	3942	WFCIX	0.08	0.15	0.00	0.93
<input type="checkbox"/>	Allspr Disc MdCap Gr Inst	BDDA	3943	WFEIX	0.08	0.15	0.00	0.90
<input type="checkbox"/>	Allspr Disc SMIDCapGr Inst	BCXA	3937	WFDSX	0.08	0.15	0.00	0.88
<input type="checkbox"/>	Allspr Disc SmCap Gr Inst	BEBA	3963	EGRYX	0.08	0.15	0.00	1.18
<input type="checkbox"/>	Allspr Divrs Cap Bldr Inst	BCYA	3938	EKBYX	0.08	0.15	0.00	0.78

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Allspr Dscpld US Cor Inst	BCVA	3935	EVSIX	0.08	0.15	0.00	0.51
<input type="checkbox"/>	Allspr Dscpld US Cor R6	GKGA	6927	EVSIX	0.08	0.00	0.08	0.41
<input type="checkbox"/>	Allspr Emrg Gr Inst	BDAA	3940	WEMIX	0.08	0.15	0.00	1.03
<input type="checkbox"/>	Allspr Govt Sec Inst	BDHA	3946	SGVIX	0.08	0.10	0.00	0.57
<input type="checkbox"/>	Allspr Gr Inst	BDIA	3947	SGRNX	0.08	0.15	0.00	0.84
<input type="checkbox"/>	Allspr Hi Yld Bd Inst	DMEA	5290	EKHIX	0.08	0.10	0.00	0.68
<input type="checkbox"/>	Allspr Indx AsstAlloc Admn	GKHA	6928	WFAIX	0.08	0.35	0.00	1.02
<input type="checkbox"/>	Allspr Intl Eq Inst	WENA	2794	WFENX	0.08	0.15	0.00	1.05
<input type="checkbox"/>	Allspr Lg Co Gr Inst	BDLA	3950	STNFX	0.08	0.10	0.00	0.84
<input type="checkbox"/>	Allspr Lg Co Val Inst	BSTA	4277	WLCIX	0.08	0.15	0.00	0.63
<input type="checkbox"/>	Allspr Oppr Inst	BDOA	3952	WOFNX	0.08	0.15	0.00	0.86
<input type="checkbox"/>	Allspr Prec Mtls Inst	BDPA	3953	EKWYX	0.08	0.15	0.00	0.86
<input type="checkbox"/>	Allspr Prmr Lg Co Gr Inst	BDQA	3954	EKJYX	0.08	0.10	0.00	0.80
<input type="checkbox"/>	Allspr ShrtDurGovtBd Inst	BDRA	3955	WSGIX	0.08	0.10	0.00	0.46
<input type="checkbox"/>	Allspr SmCo Val Inst	BDUA	3958	SCVNX	0.08	0.15	0.00	0.99
<input type="checkbox"/>	Allspr Spec GblSmCap Inst	BDGA	3945	EKGIX	0.08	0.15	0.00	1.19
<input type="checkbox"/>	Allspr Spec MdCap Val Inst	BDXA	3960	WFMIX	0.08	0.15	0.00	0.79
<input type="checkbox"/>	Allspr Spec MdCap Val R6	EHLA	5766	WFPRX	0.08	0.00	0.08	0.69
<input type="checkbox"/>	Allspr Spec SmCap Val Inst	BWHA	4358	ESPNX	0.08	0.15	0.00	0.93
<input type="checkbox"/>	Allspr Ultra ST Inc Inst	SDXA	2531	SADIX	0.08	0.10	0.00	0.33
<input type="checkbox"/>	Allspr Util Telecom Inst	BECA	3964	EVUYX	0.08	0.15	0.00	0.82
<input type="checkbox"/>	AmBcn ARK Trans Innov Y	GDWA	6787	ADNYX	0.08	0.10	0.00	1.19
<input type="checkbox"/>	AmBcn Bal R5	AADA	2514	AADBXX	0.08	0.00	0.08	0.72
<input type="checkbox"/>	AmBcn BrdgwayLgCapVal R6	FXQA	6642	BWLRX	0.08	0.00	0.08	0.77
<input type="checkbox"/>	AmBcn FEAC FlotngRtInc R5	EHXA	5777	SPFLX	0.08	0.00	0.08	0.89
<input type="checkbox"/>	AmBcn Intl Eq R6	FXRA	6643	AAERX	0.08	0.00	0.08	0.71
<input type="checkbox"/>	AmBcn LgCap Val R6	FXSA	6644	AALRX	0.08	0.00	0.08	0.60
<input type="checkbox"/>	AmBcn ShapiroSMIDCap Eq R5	GVLA	7172	SHDIX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	AmBcn ShapiroSMIDCap Eq R6	GVMA	7173	SHDRX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	AmBcn SmCap Val R5	IAVA	2723	AVFIX	0.08	0.00	0.08	0.79
<input type="checkbox"/>	AmBcn SmCap Val R6	GDXA	6788	AASRX	0.08	0.00	0.08	0.77
<input type="checkbox"/>	AmBcn StephnsMdCapGr R6	FXUA	6646	SFMRX	0.08	0.00	0.08	0.89

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	AmBcn StephnsSmCapGr R6	FXVA	6647	STSRX	0.08	0.00	0.08	1.04
<input type="checkbox"/>	AmCent Bal R5	DVZA	5492	ABGNX	0.08	0.15	0.00	0.71
<input type="checkbox"/>	AmCent Cor Pls R5	ADMA	3577	ACCUX	0.08	0.05	0.03	0.35
<input type="checkbox"/>	AmCent Divrs Bd R6	DWBA	5494	ADDVX	0.08	0.00	0.08	0.35
<input type="checkbox"/>	AmCent Dscpld Cor Val I	AIGA	1391	AMGIX	0.08	0.15	0.00	0.45
<input type="checkbox"/>	AmCent Dscpld Gr R5	DWAA	5493	ADGGX	0.08	0.15	0.00	0.80
<input type="checkbox"/>	AmCent Emrg Mkt R6	DWCA	5495	AEDMX	0.08	0.00	0.08	0.91
<input type="checkbox"/>	AmCent Eq Gr R5	DWDA	5496	AEYGX	0.08	0.15	0.00	0.45
<input type="checkbox"/>	AmCent Eq Inc R6	DRGA	5387	AEUDX	0.08	0.00	0.08	0.58
<input type="checkbox"/>	AmCent Focs Dynmc	GBZA	6746	ACFOX	0.08	0.35	0.00	0.86
<input type="checkbox"/>	AmCent Focs Glbl R6	DWEA	5497	AGGDY	0.08	0.00	0.08	0.75
<input type="checkbox"/>	AmCent Focs LgCap Val R6	DWKA	5503	ALVDX	0.08	0.00	0.08	0.49
<input type="checkbox"/>	AmCent GNMA R5	ADQA	3580	AGMNX	0.08	0.05	0.03	0.35
<input type="checkbox"/>	AmCent Glbl RealEst R6	DWFA	5498	ARYDX	0.08	0.00	0.08	0.77
<input type="checkbox"/>	AmCent Govt Bd R5	BPEA	4205	ABTIX	0.08	0.05	0.03	0.27
<input type="checkbox"/>	AmCent Gr R6	DWGA	5499	AGRDX	0.08	0.00	0.08	0.62
<input type="checkbox"/>	AmCent Hertg R6	DWHA	5500	ATHDX	0.08	0.00	0.08	0.66
<input type="checkbox"/>	AmCent Hi Yld R5	CTQA	4898	ACYIX	0.08	0.05	0.03	0.59
<input type="checkbox"/>	AmCent In Rtrmt R6	EHMA	5719	ARDTX	0.08	0.00	0.08	0.51
<input type="checkbox"/>	AmCent Infl Adj Bd R5	ANBA	1392	AIANX	0.08	0.05	0.03	0.31
<input type="checkbox"/>	AmCent Infl Adj Bd R6	GIQA	6887	AIADX	0.08	0.00	0.08	0.26
<input type="checkbox"/>	AmCent Intl Bd R5	IDIA	2556	AIDIX	0.08	0.05	0.03	0.60
<input type="checkbox"/>	AmCent Intl Gr R6	DWJA	5502	ATGDX	0.08	0.00	0.08	1.01
<input type="checkbox"/>	AmCent MdCap Val R6	DWLA	5504	AMDVX	0.08	0.00	0.08	0.63
<input type="checkbox"/>	AmCent OneChoice2025 R6	EESA	5703	ARWDX	0.08	0.00	0.08	0.52
<input type="checkbox"/>	AmCent OneChoice2030 R6	EEUA	5705	ARCUX	0.08	0.00	0.08	0.53
<input type="checkbox"/>	AmCent OneChoice2035 R6	EEWA	5707	ARLDX	0.08	0.00	0.08	0.55
<input type="checkbox"/>	AmCent OneChoice2040 R6	EEYA	5709	ARDUX	0.08	0.00	0.08	0.57
<input type="checkbox"/>	AmCent OneChoice2045 R6	EFAA	5711	ARDOX	0.08	0.00	0.08	0.59
<input type="checkbox"/>	AmCent OneChoice2050 R6	EFCA	5713	ARFEX	0.08	0.00	0.08	0.60
<input type="checkbox"/>	AmCent OneChoice2055 R6	EFEA	5715	AREUX	0.08	0.00	0.08	0.61
<input type="checkbox"/>	AmCent OneChoice2060 R6	EFGA	5717	ARGDX	0.08	0.00	0.08	0.62

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	AmCent OneChoice2065 R6	GDYA	6789	ARHSX	0.08	0.00	0.08	0.62
<input type="checkbox"/>	AmCent RealEst R6	DWNA	5506	AREDX	0.08	0.00	0.08	0.80
<input type="checkbox"/>	AmCent ST Govt R5	AFTA	3598	TWUOX	0.08	0.05	0.03	0.35
<input type="checkbox"/>	AmCent Sel R6	DWOA	5507	ASDEX	0.08	0.00	0.08	0.65
<input type="checkbox"/>	AmCent Shrt Dur R5	AFQA	3597	ACSUX	0.08	0.05	0.03	0.37
<input type="checkbox"/>	AmCent ShtDrInflPrtBd R5	AIPA	2555	APISX	0.08	0.05	0.03	0.43
<input type="checkbox"/>	AmCent SmCap Gr R6	DWPA	5508	ANODX	0.08	0.00	0.08	0.82
<input type="checkbox"/>	AmCent SmCap Val R6	DWQA	5509	ASVDX	0.08	0.00	0.08	0.74
<input type="checkbox"/>	AmCent Strat Alloc Mod R6	GPPA	7044	ASMDX	0.08	0.00	0.08	0.91
<input type="checkbox"/>	AmCent Sustnbl Eq R5	DWRA	5510	AFDGX	0.08	0.15	0.00	0.59
<input type="checkbox"/>	AmCent Sustnbl Eq R6	GKIA	6929	AFEDX	0.08	0.00	0.08	0.44
<input type="checkbox"/>	AmCent Ultra R6	DWSA	5511	AULDY	0.08	0.00	0.08	0.60
<input type="checkbox"/>	AmCent Util Inv	ABUA	2173	BULIX	0.08	0.35	0.00	0.65
<input type="checkbox"/>	AmCent Val R6	DWTA	5512	AVUDX	0.08	0.00	0.08	0.67
<input type="checkbox"/>	AmCent ZerCpn Bd 2025 Inv	CPKA	4798	BTTRX	0.08	0.25	0.00	0.54
<input type="checkbox"/>	AmFds 2010 TrgtDtRtrmt R6	RFTA	2557	RFTTX	0.08	0.00	0.08	0.28
<input type="checkbox"/>	AmFds 2015 TrgtDtRtrmt R6	RFJA	2558	RFJTX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	AmFds 2020 TrgtDtRtrmt R6	RRCA	2559	RRCTX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	AmFds 2025 TrgtDtRtrmt R6	RFDA	2560	RFDTX	0.08	0.00	0.08	0.32
<input type="checkbox"/>	AmFds 2030 TrgtDtRtrmt R6	RFEA	2561	RFETX	0.08	0.00	0.08	0.33
<input type="checkbox"/>	AmFds 2035 TrgtDtRtrmt R6	RFFA	2562	RFFTX	0.08	0.00	0.08	0.35
<input type="checkbox"/>	AmFds 2040 TrgtDtRtrmt R6	RFGA	2563	RFGTX	0.08	0.00	0.08	0.36
<input type="checkbox"/>	AmFds 2045 TrgtDtRtrmt R6	RFHA	2564	RFHTX	0.08	0.00	0.08	0.37
<input type="checkbox"/>	AmFds 2050 TrgtDtRtrmt R6	RFIA	2565	RFITX	0.08	0.00	0.08	0.38
<input type="checkbox"/>	AmFds 2055 TrgtDtRtrmt R6	BEGA	3967	RFKTX	0.08	0.00	0.08	0.38
<input type="checkbox"/>	AmFds 2060 TrgtDtRtrmt R6	CXSA	4996	RFUTX	0.08	0.00	0.08	0.38
<input type="checkbox"/>	AmFds 2065 TrgtDtRtrmt R6	GCEA	6750	RFVTX	0.08	0.00	0.08	0.38
<input type="checkbox"/>	AmFds AMCAP R6	RAFA	2549	RAFGX	0.08	0.00	0.08	0.34
<input type="checkbox"/>	AmFds Am Bal R6	RLBA	2550	RLBGX	0.08	0.00	0.08	0.25
<input type="checkbox"/>	AmFds Am Hi Inc Tr R6	RITA	2566	RITGX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	AmFds Am Mut R6	RMFA	2567	RMFGX	0.08	0.00	0.08	0.27
<input type="checkbox"/>	AmFds Bd Fd Am R6	RBFA	2645	RFBGX	0.08	0.00	0.08	0.22

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	AmFds Cap Inc Bldr R6	RIRA	2568	RIRGX	0.08	0.00	0.08	0.26
<input type="checkbox"/>	AmFds Cap Wld Bd R6	RCWA	2569	RCWGX	0.08	0.00	0.08	0.48
<input type="checkbox"/>	AmFds Cap Wld Gr Inc R6	RWIA	2570	RWIGX	0.08	0.00	0.08	0.42
<input type="checkbox"/>	AmFds Cnsrv Gr Inc R6	CXTA	4997	RINGX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	AmFds Devl Wld Gr Inc R6	ENAA	5892	RDWGX	0.08	0.00	0.08	0.76
<input type="checkbox"/>	AmFds EuroPacfc Gr R6	RERA	2583	RERGX	0.08	0.00	0.08	0.47
<input type="checkbox"/>	AmFds Fdmntl Inv R6	RFNA	2587	RFNGX	0.08	0.00	0.08	0.28
<input type="checkbox"/>	AmFds Glbl Bal R6	BUXA	4323	RGBGX	0.08	0.00	0.08	0.48
<input type="checkbox"/>	AmFds Gr Fd Am R6	RGAA	2646	RGAGX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	AmFds Gr Inc R6	FLLA	6389	RGNGX	0.08	0.00	0.08	0.34
<input type="checkbox"/>	AmFds Gr R6	FLNA	6390	RGWGX	0.08	0.00	0.08	0.38
<input type="checkbox"/>	AmFds Inc Fd Am R6	RIDA	2647	RIDGX	0.08	0.00	0.08	0.26
<input type="checkbox"/>	AmFds Infl Lnkd Bd R6	ENBA	5893	RILFX	0.08	0.00	0.08	0.29
<input type="checkbox"/>	AmFds Int Gr Inc R6	BVQA	4342	RIGGX	0.08	0.00	0.08	0.54
<input type="checkbox"/>	AmFds Intmd Bd Fd Am R6	RBOA	2594	RBOGX	0.08	0.00	0.08	0.23
<input type="checkbox"/>	AmFds Invmt Co Am R6	RICA	2648	RICGX	0.08	0.00	0.08	0.27
<input type="checkbox"/>	AmFds Mod Gr Inc R6	FLQA	6391	RBAGX	0.08	0.00	0.08	0.34
<input type="checkbox"/>	AmFds MultSctr Inc R6	GEAA	6791	RMDUX	0.08	0.00	0.08	0.38
<input type="checkbox"/>	AmFds New Econ R6	RNGA	2649	RNGGX	0.08	0.00	0.08	0.41
<input type="checkbox"/>	AmFds New Prspct R6	RNPA	2604	RNPGX	0.08	0.00	0.08	0.41
<input type="checkbox"/>	AmFds New Wld R6	RNWA	2605	RNWX	0.08	0.00	0.08	0.57
<input type="checkbox"/>	AmFds Rtrmt Inc Cnsrv R6	EHZA	5779	RTRPX	0.08	0.00	0.08	0.28
<input type="checkbox"/>	AmFds Rtrmt Inc Enhcd R6	EIBA	5781	RVRPX	0.08	0.00	0.08	0.32
<input type="checkbox"/>	AmFds Rtrmt Inc Mod R6	EIEA	5783	RURPX	0.08	0.00	0.08	0.32
<input type="checkbox"/>	AmFds ST Bd Fd Am R6	RMMA	2637	RMMGX	0.08	0.00	0.08	0.29
<input type="checkbox"/>	AmFds SmCap Wld R6	RLGA	2638	RLLGX	0.08	0.00	0.08	0.66
<input type="checkbox"/>	AmFds US Govt Sec R6	RGVA	2653	RGVGX	0.08	0.00	0.08	0.24
<input type="checkbox"/>	AmFds Wshngtn Mut Inv R6	RWMA	2656	RWMGX	0.08	0.00	0.08	0.27
<input type="checkbox"/>	Amana Devl Wld Inst	CTFA	4887	AMIDX	0.08	0.10	0.00	1.01
<input type="checkbox"/>	Amana Devl Wld Inv	CTGA	4888	AMDWX	0.08	0.35	0.00	1.22
<input type="checkbox"/>	Amana Gr Inv	CTIA	4890	AMAGX	0.08	0.35	0.00	0.91
<input type="checkbox"/>	Amana Inc Inst	CTJA	4891	AMINX	0.08	0.10	0.00	0.78

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Amana Inc Inv	CTKA	4892	AMANX	0.08	0.35	0.00	1.02
<input type="checkbox"/>	Amana Partcptn Inst	ERIA	5997	AMIPX	0.08	0.10	0.00	0.56
<input type="checkbox"/>	Ariel App Inv	BZHA	4434	CAAPX	0.08	0.10	0.00	1.10
<input type="checkbox"/>	Ariel Fd Inv	BZJA	4436	ARGFX	0.08	0.10	0.00	0.98
<input type="checkbox"/>	Ariel Focs Inv	BZIA	4435	ARFFX	0.08	0.10	0.00	1.13
<input type="checkbox"/>	Aristle SmMdCap I2	GCPA	6757	AIHHX	0.08	0.10	0.00	0.90
<input type="checkbox"/>	Artisan Intl Val Inst	DRMA	5392	APHKX	0.08	0.00	0.08	1.03
<input type="checkbox"/>	Artisan Intl Val Inv	GHEA	6857	ARTKX	0.08	0.35	0.00	1.26
<input type="checkbox"/>	AveMaria Bd	AFVA	2012	AVEFX	0.08	0.00	0.08	0.42
<input type="checkbox"/>	AveMaria Focs	GCHA	6751	AVEAX	0.08	0.40	0.00	1.14
<input type="checkbox"/>	AveMaria Gr	AVGA	1841	AVEGX	0.08	0.40	0.00	0.91
<input type="checkbox"/>	AveMaria Ris Divd	AVDA	1842	AVEDX	0.08	0.40	0.00	0.91
<input type="checkbox"/>	AveMaria Val	AVMA	1840	AVEMX	0.08	0.40	0.00	0.94
<input type="checkbox"/>	Avnts Cor Fxd Inc Inst	GLWA	6965	AVIGX	0.08	0.00	0.08	0.15
<input checked="" type="checkbox"/>	Avnts Emrg Mkt Eq Inst	GLXA	6966	AVEEX	0.08	0.00	0.08	0.33
<input type="checkbox"/>	Avnts Intl Eq Inst	GLYA	6967	AVDEX	0.08	0.00	0.08	0.23
<input type="checkbox"/>	Avnts Intl SmCap Val Inst	GLZA	6968	AVDVX	0.08	0.00	0.08	0.36
<input type="checkbox"/>	Avnts ST Fxd Inc Inst	GMBA	6969	AVSFX	0.08	0.00	0.08	0.15
<input type="checkbox"/>	Avnts US Eq Inst	GMGA	6970	AVUSX	0.08	0.00	0.08	0.15
<input type="checkbox"/>	Avnts US LgCap Val Inst	GTQA	7130	AVLVX	0.08	0.00	0.08	0.15
<input checked="" type="checkbox"/>	Avnts US SmCap Val Inst	GMHA	6971	AVUVX	0.08	0.00	0.08	0.25
<input type="checkbox"/>	Azzad Ethical	ETIA	6041	ADJEX	0.08	0.25	0.00	1.12
<input type="checkbox"/>	Azzad Wise Cap	ETJA	6042	WISEX	0.08	0.15	0.00	0.98
<input type="checkbox"/>	BNYMel App Y	GMNA	6974	DGYGX	0.08	0.00	0.08	0.59
<input type="checkbox"/>	BNYMel Bd Mkt Indx I	DBTA	2263	DBIRX	0.08	0.00	0.08	0.16
<input type="checkbox"/>	BNYMel DevlMktRealEstSec I	BFXA	4002	DRLIX	0.08	0.25	0.00	1.11
<input type="checkbox"/>	BNYMel Eq Inc I	CODA	4767	DQIRX	0.08	0.00	0.08	0.80
<input type="checkbox"/>	BNYMel Glbl Fxd Inc I	DOUA	5344	SDGIX	0.08	0.15	0.00	0.53
<input type="checkbox"/>	BNYMel Glbl Rtn I	COFA	4768	DRRIX	0.08	0.00	0.08	0.97
<input type="checkbox"/>	BNYMel Intl Bd I	BGAA	4004	DIBRX	0.08	0.20	0.00	0.73
<input type="checkbox"/>	BNYMel MdCap Indx Inv	FESA	6273	PESPX	0.08	0.35	0.00	0.52
<input type="checkbox"/>	BNYMel Rsrch Gr Z	COHA	4770	DWOIX	0.08	0.25	0.00	0.85

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	BNYMel Sel Mgr SmCap Gr I	COIA	4771	DSGIX	0.08	0.00	0.08	1.09
<input type="checkbox"/>	BNYMel Sel Mgr SmCap Val I	COJA	4772	DMVIX	0.08	0.00	0.08	1.03
<input type="checkbox"/>	BNYMel SmMdCap Gr I	COLA	4774	SDSCX	0.08	0.15	0.00	0.74
<input type="checkbox"/>	BTS Tctcl Fxd Inc I	ERLA	6000	BTFIX	0.08	0.00	0.08	1.65
<input type="checkbox"/>	Baird Aggregate Bd Inst	BXBA	4378	BAGIX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	Baird Cor Pls Bd Inst	DJUA	5238	BCOIX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	Baird Intmd Bd Inst	BPFA	4206	BIMIX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	Baird MdCap Inst	CBWA	4490	BMDIX	0.08	0.00	0.08	0.82
<input type="checkbox"/>	Baird ST Bd Inst	DJVA	5239	BSBIX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	Baird Ultra Shrt Bd Inst	FOKA	6449	BUBIX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	Baron Asst Inst	AGQA	3606	BARIX	0.08	0.15	0.00	1.04
<input type="checkbox"/>	Baron Asst R6	GNUA	6999	BARUX	0.08	0.00	0.08	1.04
<input type="checkbox"/>	Baron Disc Inst	DWWA	5515	BDFIX	0.08	0.15	0.00	1.06
<input type="checkbox"/>	Baron Dur Advtg Inst	GTMA	7126	BDAIX	0.08	0.15	0.00	1.10
<input type="checkbox"/>	Baron Emrg Mkt Inst	DWXA	5516	BEXIX	0.08	0.15	0.00	1.12
<input type="checkbox"/>	Baron Fifth Ave Gr Inst	CDDA	4519	BFTIX	0.08	0.15	0.00	0.76
<input type="checkbox"/>	Baron Gr Inst	AGUA	3607	BGRIX	0.08	0.15	0.00	1.04
<input type="checkbox"/>	Baron Oppr Inst	AGYA	3608	BIOIX	0.08	0.15	0.00	1.05
<input type="checkbox"/>	Baron Ptnrs Inst	AGZA	3609	BPTIX	0.08	0.15	0.00	1.44
<input type="checkbox"/>	Baron Ptnrs R6	GRCA	7082	BPTUX	0.08	0.00	0.08	1.44
<input type="checkbox"/>	Baron RealEst Inst	CDEA	4520	BREIX	0.08	0.15	0.00	1.07
<input type="checkbox"/>	Baron SmCap Inst	AHAA	3610	BSFIX	0.08	0.15	0.00	1.04
<input type="checkbox"/>	BlkRk 20/80 TrgtAlloc Inst	GEDA	6794	BICPX	0.08	0.15	0.00	0.41
<input type="checkbox"/>	BlkRk 20/80 TrgtAlloc K	EFKA	5721	BKCPX	0.08	0.00	0.08	0.29
<input type="checkbox"/>	BlkRk 40/60 TrgtAlloc Inst	GEEA	6795	BIMPX	0.08	0.25	0.00	0.45
<input type="checkbox"/>	BlkRk 40/60 TrgtAlloc K	EFLA	5722	BKMPX	0.08	0.00	0.08	0.31
<input type="checkbox"/>	BlkRk 60/40 TrgtAlloc Inst	GEFA	6796	BIGPX	0.08	0.25	0.00	0.45
<input type="checkbox"/>	BlkRk 80/20 TrgtAlloc Inst	DHZA	5199	BIAPX	0.08	0.25	0.00	0.50
<input type="checkbox"/>	BlkRk Advtg Gbl Inst	AHOA	3621	MAGCX	0.08	0.25	0.00	0.91
<input type="checkbox"/>	BlkRk Advtg Gbl Inv A	MDGA	1053	MDGCX	0.08	0.50	0.00	1.21
<input type="checkbox"/>	BlkRk Advtg LgCap Cor Inst	AHZA	3630	MALRX	0.08	0.25	0.00	0.63
<input checked="" type="checkbox"/>	BlkRk Advtg LgCap Gr Inst	AJAA	3637	CMVIX	0.08	0.25	0.00	0.75

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	BlkRk Advtg LgCapVal Inst	AIJA	3632	MALVX	0.08	0.25	0.00	0.70
<input type="checkbox"/>	BlkRk Advtg SmCap Gr Inst	BPGA	2261	PSGIX	0.08	0.25	0.00	0.71
<input type="checkbox"/>	BlkRk AdvtgUSTtIMkt Inst	AJFA	3642	MASPX	0.08	0.25	0.00	0.79
<input type="checkbox"/>	BlkRk Cap App Inst	EIFA	5784	MAFGX	0.08	0.25	0.00	0.73
<input type="checkbox"/>	BlkRk Cap App K	AHEA	3613	BFGBX	0.08	0.00	0.08	0.65
<input type="checkbox"/>	BlkRk Comdty Strat Inst	FEKA	6268	BICSX	0.08	0.25	0.00	0.83
<input type="checkbox"/>	BlkRk Cor Bd Port Inst	EIHA	5785	BFMCX	0.08	0.15	0.00	0.54
<input type="checkbox"/>	BlkRk Cor Bd Port K	BOJA	4185	CCBBX	0.08	0.00	0.08	0.43
<input type="checkbox"/>	BlkRk Emrg Mkt Inst	AHNA	3620	MADCX	0.08	0.25	0.00	1.01
<input type="checkbox"/>	BlkRk Emrg Mkt K	GMKA	6973	MKDCX	0.08	0.00	0.08	0.87
<input type="checkbox"/>	BlkRk Eq Divd Inst	AHGA	3615	MADVX	0.08	0.25	0.00	0.70
<input type="checkbox"/>	BlkRk Eurofd Inst	AHHA	3616	MAEFX	0.08	0.25	0.00	1.17
<input type="checkbox"/>	BlkRk EvDriv Eq Inst	GEIA	6799	BILPX	0.08	0.25	0.00	1.34
<input type="checkbox"/>	BlkRk Flotng Rt Inc Inst	CJVA	4673	BFRIX	0.08	0.15	0.00	0.71
<input type="checkbox"/>	BlkRk GNMA Inst	EIIA	5786	BGNIX	0.08	0.15	0.00	0.72
<input type="checkbox"/>	BlkRk GNMA K	BOEA	4180	BBGPX	0.08	0.00	0.08	0.60
<input type="checkbox"/>	BlkRk Glbl Alloc Inst	AHKA	3618	MALOX	0.08	0.25	0.00	0.88
<input type="checkbox"/>	BlkRk Glbl Divd Inst	CJXA	4675	BIBDX	0.08	0.25	0.00	0.79
<input type="checkbox"/>	BlkRk GblEqMktNutrl Inst	CYOA	5018	BDMIX	0.08	0.25	0.00	1.57
<input type="checkbox"/>	BlkRk Hi Yld Bd Inst	EIJA	5787	BHYIX	0.08	0.15	0.00	0.60
<input type="checkbox"/>	BlkRk Hi Yld Bd Port K	BOFA	4181	BRHYX	0.08	0.00	0.08	0.51
<input type="checkbox"/>	BlkRk Hlth Scnc Oppr Inst	SHSA	2808	SHSSX	0.08	0.25	0.00	0.84
<input type="checkbox"/>	BlkRk Impct Mrtg Inst	FMWA	6412	PNIGX	0.08	0.15	0.00	0.83
<input type="checkbox"/>	BlkRk Inc Inst	FELA	6269	BMSIX	0.08	0.15	0.00	0.75
<input type="checkbox"/>	BlkRk Infl Prtct Bd Inst	EIKA	5788	BPRIX	0.08	0.15	0.00	0.69
<input type="checkbox"/>	BlkRk Infl Prtct Bd K	BOGA	4182	BPLBX	0.08	0.00	0.08	0.55
<input type="checkbox"/>	BlkRk Intl Divd Inst	AHWA	3628	BISIX	0.08	0.25	0.00	0.91
<input type="checkbox"/>	BlkRk LgCap Focs Gr Inst	FOEA	6443	MAFOX	0.08	0.25	0.00	0.77
<input type="checkbox"/>	BlkRk LgCap Focs Val Inst	MBXA	2509	MABAX	0.08	0.25	0.00	0.54
<input type="checkbox"/>	BlkRk LgCap Indx K	DIBA	5200	BRGKX	0.08	0.00	0.08	0.07
<input type="checkbox"/>	BlkRk Low Dur Bd Inst	EILA	5789	BFMSX	0.08	0.15	0.00	0.43
<input type="checkbox"/>	BlkRk Low Dur Bd K	BOHA	4183	CLDBX	0.08	0.00	0.08	0.37

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	BlkRk MdCap Gr Eq Inst	AIWA	3636	CMGIX	0.08	0.25	0.00	0.84
<input type="checkbox"/>	BlkRk MdCap Val Inst	AIQA	3635	MARFX	0.08	0.25	0.00	0.83
<input type="checkbox"/>	BlkRk Mult Asst Inc Inst	CKHA	4685	BIICX	0.08	0.15	0.00	0.67
<input type="checkbox"/>	BlkRk Natrl Rsrc Tr Inst	AJBA	3638	MAGRFX	0.08	0.25	0.00	0.83
<input type="checkbox"/>	BlkRk RealEst Sec Inst	FEOA	6271	BIREX	0.08	0.25	0.00	0.98
<input type="checkbox"/>	BlkRk Strat Glbl Bd Inst	GYWA	7260	MAWIX	0.08	0.00	0.08	0.80
<input type="checkbox"/>	BlkRk Strat Inc Oppr I	CKIA	4686	BSIIX	0.08	0.15	0.00	0.71
<input type="checkbox"/>	BlkRk Strat Inc Oppr K	FOOA	6452	BSIKX	0.08	0.00	0.08	0.62
<input type="checkbox"/>	BlkRk Sustnbl Bal Inst	MCPA	2515	MACPX	0.08	0.25	0.00	0.56
<input type="checkbox"/>	BlkRk Tctcl Oppr Inst	AHBA	3611	PBAIX	0.08	0.25	0.00	0.85
<input type="checkbox"/>	BlkRk Tech Oppr Inst	GPQA	7045	BGSIX	0.08	0.25	0.00	0.98
<input type="checkbox"/>	BlkRk Ttl Rtn Inst	EIMA	5790	MAHQX	0.08	0.15	0.00	0.47
<input type="checkbox"/>	BlkRk Ttl Rtn K	BOIA	4184	MPHQX	0.08	0.00	0.08	0.38
<input type="checkbox"/>	BlkRk Uncnstrnd Eq Inst	AHMA	3619	MAEGX	0.08	0.25	0.00	1.12
<input type="checkbox"/>	BlkRk iS DvIRIEstIndx Inst	EFXA	5733	BIRDY	0.08	0.05	0.03	0.19
<input type="checkbox"/>	BlkRk iS MSCI TtlIntlnd K	DJZA	5243	BDOKX	0.08	0.00	0.08	0.10
<input type="checkbox"/>	BlkRk iS Rsl2000SmCplnd K	DJYA	5242	BDBKX	0.08	0.00	0.08	0.07
<input type="checkbox"/>	BlkRk iS RslSmMdCapIndx K	DONA	5337	BSMKX	0.08	0.00	0.08	0.11
<input type="checkbox"/>	BlkRk iS S P 500 Indx Inst	CECA	4544	BSPIX	0.08	0.05	0.03	0.10
<input type="checkbox"/>	BlkRk iS S P 500 Indx K	DJXA	5241	WFSPX	0.08	0.00	0.08	0.03
<input type="checkbox"/>	BlkRk iS ST TIPS Bd Indx K	GQQA	7071	BKIPX	0.08	0.00	0.08	0.18
<input type="checkbox"/>	BlkRk iS TtlStkMkt Indx K	DOOA	5338	BKTSX	0.08	0.00	0.08	0.03
<input type="checkbox"/>	BlkRk iS USAggregtBdIndx K	DOPA	5339	WFBIX	0.08	0.00	0.08	0.06
<input type="checkbox"/>	BlkRk iSMSCIEAFEIntnd K	DWYA	5517	BTMKX	0.08	0.00	0.08	0.04
<input type="checkbox"/>	BlkRk iSRsl1000LCplnd Inst	CPOA	4802	BRGNX	0.08	0.05	0.03	0.12
<input type="checkbox"/>	BlkRk iSRssl MdCapIndx K	DJWA	5240	BRMKX	0.08	0.00	0.08	0.06
<input type="checkbox"/>	BlieGfrd Emrg Mkt K	FLWA	6393	BGKEX	0.08	0.00	0.08	0.83
<input type="checkbox"/>	BlieGfrd Intl Eq K	FLYA	6394	BGIKX	0.08	0.00	0.08	0.61
<input type="checkbox"/>	Brandes Intl Eq R6	GPBA	7030	BIERX	0.08	0.00	0.08	0.88
<input type="checkbox"/>	Brwn Intl All Co Inv	ERJA	5998	BCIIX	0.08	0.35	0.00	1.90
<input type="checkbox"/>	Brwn Md Co Inv	ERKA	5999	BCMSX	0.08	0.35	0.00	2.06
<input type="checkbox"/>	BrwnAdv SmCpFdmntlVal Inst	GIRA	6888	BIAUX	0.08	0.00	0.08	1.10

FUND SELECTION SCHEDULE

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Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	BrwnAdv Sustnbl Gr Inst	GEJA	6800	BAFWX	0.08	0.00	0.08	0.63
<input type="checkbox"/>	BstnPrt LngShrtRsrch Inst	DKAA	5244	BPIRX	0.08	0.00	0.08	1.95
<input type="checkbox"/>	Buf Divd Focs Inv	DOQA	5340	BUFDX	0.08	0.35	0.00	0.95
<input type="checkbox"/>	Buf Gr Inv	BUGA	2464	BUFGX	0.08	0.35	0.00	0.92
<input type="checkbox"/>	Buf Intl Inv	DORA	5341	BUFIX	0.08	0.35	0.00	1.04
<input type="checkbox"/>	CBOEVst US LgCap 10%Bfr Y	GALA	6712	BUYGX	0.08	0.00	0.08	0.97
<input type="checkbox"/>	Calamos Evol Wld Gr Inst	BFIA	3989	CNWIX	0.08	0.10	0.00	1.38
<input type="checkbox"/>	Calamos Ttl Rtn Bd Inst	BFKA	3991	CTRIX	0.08	0.10	0.00	0.88
<input type="checkbox"/>	Calamos Val Inst	BFLA	3992	CVAIX	0.08	0.10	0.00	1.32
<input type="checkbox"/>	Calamos Glbl Eq I	CIGA	2856	CIGEX	0.08	0.10	0.00	1.36
<input type="checkbox"/>	Calamos Glbl Oppr I	CGCA	2858	CGCIX	0.08	0.10	0.00	1.21
<input type="checkbox"/>	Calamos Gr I	CRXA	2862	CGRIX	0.08	0.10	0.00	1.05
<input type="checkbox"/>	Calamos Gr Inc I	CGIA	2860	CGIIX	0.08	0.10	0.00	0.80
<input type="checkbox"/>	Calamos Hi Inc Oppr Inst	BFJA	3990	CIHYX	0.08	0.10	0.00	1.15
<input type="checkbox"/>	Calamos Intl Gr I	CXGA	2864	CIGIX	0.08	0.10	0.00	1.39
<input type="checkbox"/>	Calamos Mkt Nutrl Inc I	CMNA	2866	CMNIX	0.08	0.10	0.00	0.93
<input type="checkbox"/>	Calvert MdCap I	CEFA	4547	CCPIX	0.08	0.10	0.00	0.98
<input type="checkbox"/>	Cariln ClariVst Intl Stk I	GTVA	7135	EISIX	0.08	0.10	0.00	1.38
<input type="checkbox"/>	Cariln Eagle Cap App R5	AKCA	3664	HRCMX	0.08	0.10	0.00	0.89
<input type="checkbox"/>	Cariln Eagle Gr Inc R6	DYCA	5539	HIGUX	0.08	0.00	0.08	0.61
<input type="checkbox"/>	Cariln Eagle MdCap Gr I	BPIA	4208	HAGIX	0.08	0.10	0.00	0.72
<input type="checkbox"/>	Cariln Eagle MdCap Gr R6	EYVA	6162	HRAUX	0.08	0.00	0.08	0.64
<input type="checkbox"/>	Cariln Eagle SmCap Gr R6	DYDA	5540	HSRUX	0.08	0.00	0.08	0.71
<input type="checkbox"/>	Cariln Reams Cor Bd I	CJDA	4655	SCCIX	0.08	0.10	0.00	0.72
<input type="checkbox"/>	Cariln Reams Cor Pls Bd I	CJEA	4656	SCPZX	0.08	0.10	0.00	0.65
<input type="checkbox"/>	Cariln Reams UncnstrndBd I	CJFA	4657	SUBFX	0.08	0.10	0.00	0.85
<input type="checkbox"/>	Cariln Scout MdCap R6	HASA	7303	CSMUX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	Catlyst Bfr Shld I	GPRA	7046	SHIIX	0.08	0.10	0.00	1.64
<input type="checkbox"/>	Catlyst Mlbrn Hdg Strat I	FXZA	6651	MBXIX	0.08	0.10	0.00	2.02
<input type="checkbox"/>	Causwy Emrg Mkt Inst	EWQA	6111	CEMIX	0.08	0.00	0.08	1.14
<input type="checkbox"/>	Causwy Intl Val Inst	EWRA	6112	CIVIX	0.08	0.00	0.08	0.91
<input type="checkbox"/>	Chmpln MdCap Inst	GYXA	7261	CIPIX	0.08	0.00	0.08	0.85

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Clvrt Bal I	BUYA	4324	CBAIX	0.08	0.10	0.00	0.67
<input type="checkbox"/>	Clvrt Bd I	AJGA	3643	CBDIX	0.08	0.10	0.00	0.55
<input type="checkbox"/>	Clvrt Eq I	CEYA	1762	CEYIX	0.08	0.10	0.00	0.65
<input type="checkbox"/>	Clvrt Eq R6	GISA	6889	CEYRX	0.08	0.00	0.08	0.59
<input type="checkbox"/>	Clvrt Gbl Enrgy Soltns I	BFMA	3993	CAEIX	0.08	0.10	0.00	1.15
<input type="checkbox"/>	Clvrt Intl Eq I	CWVA	1763	CWVIX	0.08	0.10	0.00	0.96
<input type="checkbox"/>	Clvrt Intl Oppr I	FOPA	6453	COIIX	0.08	0.10	0.00	1.07
<input type="checkbox"/>	Clvrt Intl Rsp Indx I	GHMA	6864	CDHIX	0.08	0.10	0.00	0.40
<input type="checkbox"/>	Clvrt Intl Rsp Indx R6	FSUA	6532	CDHRX	0.08	0.00	0.08	0.37
<input type="checkbox"/>	Clvrt Shrt Dur Inc Inst	BZLA	4438	CDSIX	0.08	0.10	0.00	0.51
<input type="checkbox"/>	Clvrt SmCap I	CSVA	2847	CSVIX	0.08	0.10	0.00	0.94
<input type="checkbox"/>	Clvrt Soc Indx I	CISA	1761	CISIX	0.08	0.03	0.05	0.34
<input type="checkbox"/>	Cnstga Sm Cap Inst	DOSA	5342	CCALX	0.08	0.00	0.08	0.98
<input type="checkbox"/>	CohenStrs Intl Real Inst	BFPA	3996	IRFIX	0.08	0.15	0.00	1.17
<input type="checkbox"/>	CohenStrs Prfrd Sec Inc I	DMIA	5292	CPXIX	0.08	0.10	0.00	0.84
<input type="checkbox"/>	CohenStrs Real Z	GIUA	6890	CSJZX	0.08	0.00	0.08	0.83
<input type="checkbox"/>	CohenStrs RealEst Sec Inst	DICA	5201	CSDIX	0.08	0.10	0.00	0.84
<input type="checkbox"/>	CohenStrs RealEst Sec Z	DRQA	5396	CSZIX	0.08	0.00	0.08	0.75
<input type="checkbox"/>	Col Acorn Inst2	CPPA	4803	CRBRX	0.08	0.10	0.00	0.80
<input type="checkbox"/>	Col Acorn Intl Inst2	CPQA	4804	CAIRX	0.08	0.10	0.00	0.98
<input type="checkbox"/>	Col Adptv Rsk Alloc Inst2	CQGA	4820	CRDRX	0.08	0.10	0.00	0.82
<input type="checkbox"/>	Col Bal Inst2	CPRA	4805	CLREX	0.08	0.10	0.00	0.64
<input type="checkbox"/>	Col Bal Inst3	GIWA	6891	CBDYX	0.08	0.00	0.08	0.59
<input type="checkbox"/>	Col Cap Alloc Bal A	AXMA	1340	ABUAX	0.08	0.50	0.00	0.96
<input type="checkbox"/>	Col Contra Cor Inst2	CPSA	4806	COFRX	0.08	0.10	0.00	0.67
<input type="checkbox"/>	Col Contra Cor Inst3	DIDA	5202	COFYX	0.08	0.00	0.08	0.62
<input type="checkbox"/>	Col Conv Sec Inst2	CPTA	4807	COCRX	0.08	0.10	0.00	0.85
<input type="checkbox"/>	Col Conv Sec Inst3	GHHA	6860	CSFYX	0.08	0.00	0.08	0.80
<input type="checkbox"/>	Col Corp Inc Inst2	CPUA	4808	CPIRX	0.08	0.10	0.00	0.58
<input type="checkbox"/>	Col Divd Inc Inst2	CPVA	4809	CDDRX	0.08	0.10	0.00	0.60
<input type="checkbox"/>	Col Divd Oppr Inst2	CPWA	4810	RSDFX	0.08	0.10	0.00	0.77
<input type="checkbox"/>	Col Emrg Mkt Bd Inst2	CPXA	4811	CEBRX	0.08	0.10	0.00	0.73

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Col Emrg Mkt Inst3	FEVA	6275	CEKYX	0.08	0.00	0.08	1.05
<input type="checkbox"/>	Col Flotng Rt Inst2	CPYA	4812	RFRFX	0.08	0.10	0.00	0.77
<input type="checkbox"/>	Col Gbl Oppr Inst2	CPZA	4813	CLNRX	0.08	0.10	0.00	0.88
<input type="checkbox"/>	Col Gbl Tech Adv	ETVA	6052	CTYRX	0.08	0.25	0.00	0.93
<input type="checkbox"/>	Col Hi Yld Bd Inst2	CQAA	4814	RSHRX	0.08	0.10	0.00	0.72
<input type="checkbox"/>	Col Inc Bldr Inst2	CQBA	4815	CKKRX	0.08	0.10	0.00	0.68
<input type="checkbox"/>	Col Intgrtd LgCap Gr Adv	GQVA	7076	ILGFX	0.08	0.25	0.00	0.94
<input type="checkbox"/>	Col LgCap Enhcd Cor Inst2	CQDA	4817	CLNCX	0.08	0.10	0.00	0.87
<input type="checkbox"/>	Col Ltd Dur Cr Inst2	CQEA	4818	CTLRX	0.08	0.10	0.00	0.50
<input type="checkbox"/>	Col MdCap Indx Inst2	FMLA	6402	CPXRX	0.08	0.10	0.00	0.27
<input type="checkbox"/>	Col Ovrseas Val Inst2	DHWA	5197	COSSX	0.08	0.10	0.00	0.88
<input type="checkbox"/>	Col Ovrseas Val Inst3	GUGA	7146	COSYX	0.08	0.00	0.08	0.83
<input type="checkbox"/>	Col Sel Gbl Eq Inst3	GAMA	6713	CSEYX	0.08	0.00	0.08	0.91
<input type="checkbox"/>	Col Sel LgCap Gr Inst2	CQHA	4821	CGTRX	0.08	0.10	0.00	0.82
<input type="checkbox"/>	Col Sel LgCap Val Inst2	CQIA	4822	SLVIX	0.08	0.10	0.00	0.75
<input type="checkbox"/>	Col Sel MdCap Val Inst2	CQFA	4819	CVERX	0.08	0.10	0.00	0.81
<input type="checkbox"/>	Col Sel SmCap Val Inst2	CQJA	4823	SSVIX	0.08	0.10	0.00	0.99
<input type="checkbox"/>	Col SmCap Gr Inst3	GFZA	6840	CSGYX	0.08	0.00	0.08	0.84
<input type="checkbox"/>	Col SmCap Indx Inst2	EMZA	5891	CXXRX	0.08	0.10	0.00	0.20
<input type="checkbox"/>	Col SmCap Val I Inst 3	GNWA	7001	CSVYX	0.08	0.00	0.08	0.85
<input type="checkbox"/>	Col Strat Inc Inst2	CQKA	4824	CTIVX	0.08	0.10	0.00	0.64
<input type="checkbox"/>	Col Thrmt Inst2	CQLA	4825	CQTRX	0.08	0.10	0.00	0.60
<input type="checkbox"/>	Colu Qult Inc Inst2	CQMA	4826	CGVRX	0.08	0.10	0.00	0.60
<input type="checkbox"/>	Comrc Gr	FOQA	6454	CFGRX	0.08	0.00	0.08	0.75
<input type="checkbox"/>	Congress LgCap Gr Rtl	ETWA	6053	CAMLX	0.08	0.35	0.00	0.94
<input type="checkbox"/>	Congress MdCap Gr Rtl	ETXA	6054	CMIDX	0.08	0.35	0.00	1.03
<input type="checkbox"/>	Congress MdCap Inst	GIXA	6892	IMIDX	0.08	0.00	0.08	0.78
<input type="checkbox"/>	Congress SmCap Gr Inst	HAAA	7290	CSMCX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	Countrpnt Tctcl Inc I	GRDA	7083	CPITX	0.08	0.00	0.08	1.69
<input type="checkbox"/>	CrSuisseTrComdtyRtnStrat 1	BFQA	3997	CCRSX	0.08	0.40	0.00	1.05
<input type="checkbox"/>	Crmwll CntrSqr RealEst Inv	CEVA	4561	MRESX	0.08	0.00	0.08	1.11
<input type="checkbox"/>	Crmwll Mktfld LS Inst	CGSA	4599	MFLDX	0.08	0.40	0.00	2.25

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	DE Corp Bd Inst	CBXA	4491	DGCIX	0.08	0.15	0.00	0.66
<input type="checkbox"/>	DE Divd Inc Inst	BFRA	3998	DDIIX	0.08	0.25	0.00	1.05
<input type="checkbox"/>	DE Divrs Inc A	DPDA	1242	DPDFX	0.08	0.50	0.00	0.89
<input type="checkbox"/>	DE Divrs Inc Inst	AJPA	3651	DPFFX	0.08	0.15	0.00	0.64
<input type="checkbox"/>	DE Emrg Mkt Inst	BFUA	3999	DEMIX	0.08	0.25	0.00	1.41
<input type="checkbox"/>	DE Extnd Dur Bd Inst	AJQA	3652	DEEIX	0.08	0.15	0.00	0.76
<input type="checkbox"/>	DE Gbl Eq Inst	EDRA	5677	FIITX	0.08	0.25	0.00	1.12
<input type="checkbox"/>	DE Hi Yld Oppr Inst	DHIA	2536	DHOIX	0.08	0.15	0.00	0.84
<input type="checkbox"/>	DE HlthCare I	ENEA	5896	DLHIX	0.08	0.25	0.00	1.01
<input type="checkbox"/>	DE Ivy Asst Strat R6	DYQA	5553	IASTX	0.08	0.00	0.08	0.78
<input type="checkbox"/>	DE Ivy Bal R6	DYRA	5554	IBARX	0.08	0.00	0.08	0.75
<input type="checkbox"/>	DE Ivy Climate Soltns R6	DYWA	5559	IENRX	0.08	0.00	0.08	0.97
<input type="checkbox"/>	DE Ivy Cor Bd I	AOIA	3735	IVBIX	0.08	0.10	0.00	0.64
<input type="checkbox"/>	DE Ivy Cor Eq I	AOJA	3736	ICIEIX	0.08	0.10	0.00	0.78
<input type="checkbox"/>	DE Ivy Emrg Mkt Eq I	APDA	3751	IPOIX	0.08	0.10	0.00	1.08
<input type="checkbox"/>	DE Ivy Gbl Bd I	AOOA	3741	IVSIX	0.08	0.10	0.00	0.75
<input type="checkbox"/>	DE Ivy Gbl Gr R6	DZAA	5563	ITGRX	0.08	0.00	0.08	1.00
<input type="checkbox"/>	DE Ivy Gbl RealEst I	DZHA	5570	IRESX	0.08	0.10	0.00	1.59
<input type="checkbox"/>	DE Ivy Gbl Val Eq I	EMYA	5890	IBIIX	0.08	0.10	0.00	0.93
<input type="checkbox"/>	DE Ivy Gbl Val Eq R6	DYYA	5561	IICNX	0.08	0.00	0.08	0.83
<input type="checkbox"/>	DE Ivy Hi Inc R6	DZCA	5565	IHIFX	0.08	0.00	0.08	0.64
<input type="checkbox"/>	DE Ivy Intl Cor Eq R6	DZFA	5568	IINCX	0.08	0.00	0.08	0.93
<input type="checkbox"/>	DE Ivy Intl Val R6	DYUA	5557	ICNGX	0.08	0.00	0.08	1.16
<input type="checkbox"/>	DE Ivy LgCap Gr R6	DZGA	5569	ILGRX	0.08	0.00	0.08	0.66
<input type="checkbox"/>	DE Ivy MdCap Gr I	AOZA	3750	IYMIX	0.08	0.10	0.00	0.84
<input type="checkbox"/>	DE Ivy MdCap Gr R6	DZOA	5577	IGRFX	0.08	0.00	0.08	0.83
<input type="checkbox"/>	DE Ivy MdCap Inc Oppr I	DZPA	5578	IVOIX	0.08	0.10	0.00	0.89
<input type="checkbox"/>	DE Ivy Mgd Intl Oppr I	AOYA	3749	IVTIX	0.08	0.10	0.00	1.21
<input type="checkbox"/>	DE Ivy Mult Asst Inc I	DYMA	5549	IMAIX	0.08	0.10	0.00	1.05
<input type="checkbox"/>	DE Ivy Natrl Rsrc R6	DZRA	5580	INRSX	0.08	0.00	0.08	1.10
<input type="checkbox"/>	DE Ivy RealEst Sec I	APHA	3752	IREIX	0.08	0.10	0.00	1.09
<input type="checkbox"/>	DE Ivy Scnc Tech I	ITIA	2714	ISTIX	0.08	0.10	0.00	1.00

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	DE Ivy Scnc Tech R6	EACA	5590	ISTNX	0.08	0.00	0.08	0.87
<input type="checkbox"/>	DE Ivy SmCap Gr R6	EADA	5591	IRGFX	0.08	0.00	0.08	0.91
<input type="checkbox"/>	DE Ivy Smid Cor R6	EDZA	5684	ISPVX	0.08	0.00	0.08	0.96
<input type="checkbox"/>	DE Ivy Sustnbl Eq Inc I	EABA	5589	IDAIX	0.08	0.10	0.00	0.68
<input type="checkbox"/>	DE Ivy Ttl Rtn Bd R6	DZUA	5583	IRBRX	0.08	0.00	0.08	1.13
<input type="checkbox"/>	DE Ivy Val R6	EAEA	5592	IVALX	0.08	0.00	0.08	0.74
<input type="checkbox"/>	DE Ltd Trm Divrs Inc Inst	BUZA	4325	DTINX	0.08	0.15	0.00	0.71
<input type="checkbox"/>	DE Mid Cap Gr Eq Inst	AJUA	3656	DFDIX	0.08	0.25	0.00	0.90
<input type="checkbox"/>	DE REIT Inst	AJRA	3653	DPRSX	0.08	0.25	0.00	1.13
<input type="checkbox"/>	DE Sel Gr Inst	AJSA	3654	VAGGX	0.08	0.25	0.00	1.01
<input type="checkbox"/>	DE SmCap Cor Inst	DIEA	5203	DCCIX	0.08	0.25	0.00	0.80
<input type="checkbox"/>	DE SmCap Val Inst	AJTA	3655	DEVIX	0.08	0.25	0.00	0.86
<input type="checkbox"/>	DE Val Inst	AJVA	3657	DDVIX	0.08	0.25	0.00	0.68
<input type="checkbox"/>	DFA Comdty Strat Inst	DIFA	5204	DCMSX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	DFA Emrg Mkt Cor Eq Inst	BTMA	4293	DFCEX	0.08	0.00	0.08	0.40
<input type="checkbox"/>	DFA Emrg Mkt SocCorEq Inst	BXCA	4379	DFESX	0.08	0.00	0.08	0.44
<input type="checkbox"/>	DFA Emrg Mkt Val	DFEA	2364	DFEVX	0.08	0.00	0.08	0.54
<input type="checkbox"/>	DFA Emrg Mkt	DXMA	2362	DFEMX	0.08	0.00	0.08	0.46
<input type="checkbox"/>	DFA Five Yr Gbl Fxd Inc	DGBA	2365	DFGBX	0.08	0.00	0.08	0.20
<input type="checkbox"/>	DFA Gbl Alloc 25 75 Inst	DGTA	2502	DGTSX	0.08	0.00	0.08	0.40
<input type="checkbox"/>	DFA Gbl Alloc 60 40 Inst	DGSA	2503	DGSIX	0.08	0.00	0.08	0.41
<input type="checkbox"/>	DFA Gbl Eq Inst	DGEA	2504	DGEIX	0.08	0.00	0.08	0.42
<input type="checkbox"/>	DFA Gbl RealEst Sec Inst	BTNA	4294	DFGEX	0.08	0.00	0.08	0.32
<input type="checkbox"/>	DFA GblCorPlsFxdInc Inst	GNXA	7002	DGCFX	0.08	0.00	0.08	0.22
<input type="checkbox"/>	DFA Infl Prtct Sec Inst	BZMA	4439	DIPSX	0.08	0.00	0.08	0.11
<input checked="" type="checkbox"/>	DFA Intl Cor Eq Inst	BRCA	4250	DFIEX	0.08	0.00	0.08	0.24
<input checked="" type="checkbox"/>	DFA Intl LgCap Gr	ERMA	6001	DILRX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	DFA Intl Sm Co Inst	DFIA	2367	DFISX	0.08	0.00	0.08	0.39
<input type="checkbox"/>	DFA Intl SmCap Gr Inst	DRRA	5397	DISMX	0.08	0.00	0.08	0.47
<input type="checkbox"/>	DFA Intl SmCap Val	DISA	2366	DISVX	0.08	0.00	0.08	0.44
<input type="checkbox"/>	DFA Intl Soc Cor Eq Inst	EIWA	5799	DSCLX	0.08	0.00	0.08	0.27
<input type="checkbox"/>	DFA Intl Sustnbl Cor 1	BXDA	4380	DFSPX	0.08	0.00	0.08	0.25

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input checked="" type="checkbox"/>	DFA Intl Val	DFVA	2368	DFIVX	0.08	0.00	0.08	0.48
<input type="checkbox"/>	DFA Intl Vectr Eq Inst	EIXA	5800	DFVQX	0.08	0.00	0.08	0.34
<input type="checkbox"/>	DFA Intmd Govt FxdInc Inst	DXGA	2682	DFIGX	0.08	0.00	0.08	0.11
<input type="checkbox"/>	DFA Invmt Grd Fxd Inst	CQNA	4827	DFAPX	0.08	0.00	0.08	0.19
<input type="checkbox"/>	DFA LgCap Intl	DFAA	2369	DFALX	0.08	0.00	0.08	0.17
<input type="checkbox"/>	DFA One Yr Fxd Inc	DIHA	2505	DFIHX	0.08	0.00	0.08	0.12
<input type="checkbox"/>	DFA RealEst Sec	DRSA	2370	DFREX	0.08	0.00	0.08	0.20
<input type="checkbox"/>	DFA ST Extnd Qulty Inst	BZNA	4440	DFEQX	0.08	0.00	0.08	0.18
<input type="checkbox"/>	DFA ST Govt	DFYA	2501	DFFGX	0.08	0.00	0.08	0.16
<input type="checkbox"/>	DFA Soc Fxd Inc Inst	EIYA	5801	DSFIX	0.08	0.00	0.08	0.21
<input type="checkbox"/>	DFA Sustnbl Cor 1	BXFA	4382	DFSIX	0.08	0.00	0.08	0.17
<input type="checkbox"/>	DFA Trgt Cr Inst	GNYA	7003	DTCPX	0.08	0.00	0.08	0.22
<input type="checkbox"/>	DFA Two Yr Gbl Fxd Inc	DXFA	2371	DFGFX	0.08	0.00	0.08	0.16
<input type="checkbox"/>	DFA US Cor Eq I	DFOA	2372	DFEOX	0.08	0.00	0.08	0.14
<input checked="" type="checkbox"/>	DFA US Core Eq 2 Inst	BTOA	4295	DFQTX	0.08	0.00	0.08	0.18
<input type="checkbox"/>	DFA US Lg Co	DXXA	2772	DFUSX	0.08	0.00	0.08	0.09
<input type="checkbox"/>	DFA US LgCap Eq Inst	CVEA	4938	DUSQX	0.08	0.00	0.08	0.13
<input type="checkbox"/>	DFA US LgCap Gr Inst	DXZA	5536	DUSLX	0.08	0.00	0.08	0.18
<input checked="" type="checkbox"/>	DFA US LgCap Val Inst	DFLA	2374	DFLVX	0.08	0.00	0.08	0.31
<input type="checkbox"/>	DFA US Micro Cap Inst	DSCA	2506	DFSCX	0.08	0.00	0.08	0.40
<input type="checkbox"/>	DFA US SmCap Gr Inst	DYAA	5537	DSCGX	0.08	0.00	0.08	0.31
<input type="checkbox"/>	DFA US SmCap Inst	DFTA	2375	DFSTX	0.08	0.00	0.08	0.27
<input type="checkbox"/>	DFA US SmCap Val Inst	DVUA	2507	DFSVX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	DFA US Soc Cor Eq 2	BXEA	4381	DFUEX	0.08	0.00	0.08	0.21
<input checked="" type="checkbox"/>	DFA US Trgt Val Inst	DFXA	2376	DFFVX	0.08	0.00	0.08	0.29
<input type="checkbox"/>	DFA US Vectr Eq Inst	BTPA	4296	DFVEX	0.08	0.00	0.08	0.28
<input type="checkbox"/>	DFA WldexUS CorEq Inst	EIZA	5802	DFWIX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	DFA WldexUS Trgt Val Inst	EJAA	5803	DWUSX	0.08	0.00	0.08	0.50
<input type="checkbox"/>	DFA WldexUS Val Inst	EJBA	5804	DFWVX	0.08	0.00	0.08	0.57
<input type="checkbox"/>	DFA WldexUSGovtFxdInc Inst	DRTA	5398	DWFIX	0.08	0.00	0.08	0.19
<input type="checkbox"/>	DFDent MdCap Gr Inst	FQQA	6495	DFMGX	0.08	0.00	0.08	0.85
<input type="checkbox"/>	DFDent Prmr Gr Inv	FQSA	6497	DFDPX	0.08	0.10	0.00	1.10

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	DFDent SmCap Gr Inst	FQRA	6496	DFSGX	0.08	0.00	0.08	1.09
<input type="checkbox"/>	DWS CROCI Intl S	CYPA	5019	SCINX	0.08	0.25	0.00	0.91
<input type="checkbox"/>	DWS CROCI US S	DXBA	5520	DCUSX	0.08	0.25	0.00	0.67
<input type="checkbox"/>	DWS Cap Gr S	DWZA	5518	SCGSX	0.08	0.25	0.00	0.66
<input type="checkbox"/>	DWS Cor Eq S	DXAA	5519	SCDGX	0.08	0.25	0.00	0.56
<input type="checkbox"/>	DWS ESG Cor Eq S	DXVA	5533	DESSX	0.08	0.25	0.00	0.73
<input type="checkbox"/>	DWS ESG Gbl Bd S	BGCA	4005	SSTGX	0.08	0.25	0.00	0.99
<input type="checkbox"/>	DWS Emrg Mkt Eq S	ENGA	5898	SEMGX	0.08	0.25	0.00	1.13
<input type="checkbox"/>	DWS EnhcdComdtStrat Inst	DXCA	5521	SKIRX	0.08	0.10	0.00	1.04
<input type="checkbox"/>	DWS Flotng Rt Inst	CQPA	4829	DFRTX	0.08	0.10	0.00	0.93
<input type="checkbox"/>	DWS Flotng Rt S	DXEA	5523	DFRPX	0.08	0.25	0.00	1.09
<input type="checkbox"/>	DWS GNMA S	DXRA	5530	SGINX	0.08	0.25	0.00	0.58
<input type="checkbox"/>	DWS Gbl Hi Inc S	DXJA	5525	SGHSX	0.08	0.25	0.00	0.74
<input type="checkbox"/>	DWS Gbl Inc Bldr Inst	CQQA	4830	KTRIX	0.08	0.10	0.00	0.66
<input type="checkbox"/>	DWS Gbl Inc Bldr S	DXKA	5526	KTRSX	0.08	0.25	0.00	0.70
<input type="checkbox"/>	DWS Gbl Infr S	DXOA	5528	TOLSX	0.08	0.25	0.00	1.21
<input type="checkbox"/>	DWS Gbl Macro S	DXHA	5524	DBIVX	0.08	0.25	0.00	1.06
<input type="checkbox"/>	DWS Gbl SmCap Inst	BGGA	4007	KGDIX	0.08	0.10	0.00	1.15
<input type="checkbox"/>	DWS GblRealEst Sec S	DXQA	5529	RRGTX	0.08	0.25	0.00	1.17
<input type="checkbox"/>	DWS Hi Inc Inst	PKYA	1806	KHYIX	0.08	0.10	0.00	0.71
<input type="checkbox"/>	DWS Hi Inc S	DXTA	5531	KHYSX	0.08	0.25	0.00	0.78
<input type="checkbox"/>	DWS Ltn Am Eq S	BGJA	4009	SLAFX	0.08	0.25	0.00	1.34
<input type="checkbox"/>	DWS RREEF RealEsSec Inst	PRXA	1811	RRRRX	0.08	0.10	0.00	0.61
<input type="checkbox"/>	DWS RREEF RealEst Sec R6	GIZA	6894	RRRZX	0.08	0.00	0.08	0.53
<input type="checkbox"/>	DWS RREEF RealEst Sec S	CEJA	4549	RRREX	0.08	0.25	0.00	0.75
<input type="checkbox"/>	DWS Scnc Tech S	DXWA	5534	KTCSX	0.08	0.25	0.00	0.71
<input type="checkbox"/>	DWS SmCap Cor Inst	EFSA	5729	SZCIX	0.08	0.10	0.00	0.92
<input type="checkbox"/>	DWS SmCap Cor S	DKEA	5246	SSLCX	0.08	0.25	0.00	0.95
<input type="checkbox"/>	DWS SmCap Gr S	DXYA	5535	SSDSX	0.08	0.25	0.00	0.98
<input type="checkbox"/>	Davenport Core Ldrs Fund	DNXA	5325	DAVPX	0.08	0.20	0.00	0.87
<input type="checkbox"/>	Davis Fin Y	AJMA	3648	DVFX	0.08	0.12	0.00	0.72
<input type="checkbox"/>	Davis NY Vntr Y	DNVA	2571	DNVYX	0.08	0.12	0.00	0.66

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Davis Oppr Y	AJNA	3649	DGOYX	0.08	0.12	0.00	0.69
<input type="checkbox"/>	Davis RealEst Y	AJOA	3650	DREYX	0.08	0.12	0.00	0.72
<input type="checkbox"/>	Dblinc Cor Fxd Inc I	CYRA	5021	DBLFX	0.08	0.10	0.00	0.51
<input type="checkbox"/>	Dblinc Enhcd CAPE I	DYBA	5538	DSEEX	0.08	0.10	0.00	0.55
<input type="checkbox"/>	Dblinc Low Dur Bd I	CYSA	5022	DBLSX	0.08	0.10	0.00	0.43
<input type="checkbox"/>	Dblinc Ttl Rtn Bd N	BZOA	4441	DLTNX	0.08	0.35	0.00	0.74
<input type="checkbox"/>	Dcthlnc Mkt Nutrl Inst	GVWA	7183	DECIX	0.08	0.00	0.08	4.24
<input type="checkbox"/>	Diamond Hill LgCap I	AJWA	3658	DHLRX	0.08	0.10	0.00	0.67
<input type="checkbox"/>	Diamond Hill Lng Shrt Inst	BFWA	4001	DHLSX	0.08	0.10	0.00	1.50
<input type="checkbox"/>	Diamond Hill MdCap I	CQOA	4828	DHPIX	0.08	0.10	0.00	0.77
<input type="checkbox"/>	Diamond Hill Sel I	GIYA	6893	DHLTX	0.08	0.10	0.00	0.87
<input type="checkbox"/>	Diamond Hill SmCap I	AJXA	3659	DHSIX	0.08	0.10	0.00	0.97
<input type="checkbox"/>	DodgeCox Inc I	DOIA	1389	DODIX	0.08	0.08	0.00	0.41
<input type="checkbox"/>	DodgeCox Intl Stk I	DGLA	1571	DODFX	0.08	0.10	0.00	0.62
<input type="checkbox"/>	Domini Impct Intl Eq Inst	EFUA	5730	DOMOX	0.08	0.00	0.08	0.89
<input type="checkbox"/>	Dvnprt Bal Inc	FMVA	6411	DBALX	0.08	0.20	0.00	0.94
<input type="checkbox"/>	Dvnprt Eq Opp	DNWA	5324	DEOPX	0.08	0.20	0.00	0.89
<input type="checkbox"/>	Dvnprt SmCap Focs	EFNA	5724	DSCPX	0.08	0.20	0.00	0.91
<input type="checkbox"/>	Dvnprt Val Inc	DNZA	5326	DVIPX	0.08	0.20	0.00	0.88
<input type="checkbox"/>	EV Atlnca Cap Focs Gr Inst	BTQA	4297	EILGX	0.08	0.15	0.00	0.78
<input type="checkbox"/>	EV Atlnca Cap SMID Cap I	AKEA	3666	EISMX	0.08	0.15	0.00	0.88
<input type="checkbox"/>	EV Divd Bldr Inst	BGMA	4012	EIUTX	0.08	0.15	0.00	0.75
<input type="checkbox"/>	EV Flotng Rt Hi Inc Inst	BGQA	4014	EIFHX	0.08	0.15	0.00	0.77
<input type="checkbox"/>	EV Flotng Rt Inst	BGOA	4013	EIBLX	0.08	0.15	0.00	0.77
<input type="checkbox"/>	EV Glbl Macro Abs Rtn Inst	BVAA	4326	EIGMX	0.08	0.15	0.00	0.84
<input type="checkbox"/>	EV Glbl Sovrgn Oppr I	CKQA	4694	EIIMX	0.08	0.15	0.00	1.58
<input type="checkbox"/>	EV Govt Oppr Inst	DIJA	5205	EIGOX	0.08	0.15	0.00	0.85
<input type="checkbox"/>	EV Gr I	AKFA	3667	ELCIX	0.08	0.15	0.00	0.83
<input type="checkbox"/>	EV Hi Inc Oppr I	GYYA	7262	EIHIX	0.08	0.00	0.08	0.66
<input type="checkbox"/>	EV Inc Fd of Boston Inst	BGSA	4015	EIBIX	0.08	0.15	0.00	0.77
<input type="checkbox"/>	EV Inc Fd of Boston R6	DRUA	5399	EIBRX	0.08	0.00	0.08	0.68
<input type="checkbox"/>	EV LgCap Val I	BGTA	4016	EILVX	0.08	0.15	0.00	0.77

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	EV Muni Oppr I	DCSA	5105	EMOIX	0.08	0.00	0.08	0.67
<input type="checkbox"/>	EV Pmetric Emrg Mkt I	CSDA	4862	EIEMX	0.08	0.15	0.00	1.40
<input type="checkbox"/>	EV Pmetric Intl Eq I	CSEA	4863	EIISX	0.08	0.15	0.00	0.58
<input type="checkbox"/>	EV Pmetric Intl Eq R6	GRFA	7084	ESISX	0.08	0.00	0.08	0.55
<input type="checkbox"/>	EV RichBrnstn EqStrat Inst	CVHA	4940	ERBIX	0.08	0.15	0.00	0.99
<input type="checkbox"/>	EV Shrt Dur Strat Inc I	AKHA	3669	ESIIX	0.08	0.15	0.00	0.87
<input type="checkbox"/>	EV SmCap I	AKGA	3668	EISGX	0.08	0.15	0.00	1.14
<input type="checkbox"/>	Edgwd Gr Inst	GPSA	7047	EGFIX	0.08	0.00	0.08	1.03
<input type="checkbox"/>	Emerald Fin Bk Innov Inst	BZRA	4444	HSSIX	0.08	0.10	0.00	1.51
<input type="checkbox"/>	Emerald Gr A	HSPA	2586	HSPGX	0.08	0.35	0.00	1.13
<input type="checkbox"/>	Emerald Gr Inst	ANKA	3715	FGROX	0.08	0.10	0.00	0.82
<input type="checkbox"/>	Eventde Divd Oppr I	GPTA	7048	ETIDX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	Eventde Gilead I	ERNA	6002	ETILX	0.08	0.20	0.00	1.11
<input type="checkbox"/>	Eventde Hlth Lf Scnc I	GPUA	7049	ETIHX	0.08	0.24	0.00	1.31
<input type="checkbox"/>	Eventde Ltd Trm Bd I	GPVA	7050	ETIBX	0.08	0.22	0.00	0.64
<input type="checkbox"/>	Eventde MultAsst Inc I	EROA	6003	ETIMX	0.08	0.22	0.00	0.82
<input type="checkbox"/>	Evermore Glbl Val Inst	FEYA	6277	EVGIX	0.08	0.00	0.08	1.48
<input type="checkbox"/>	F&T Beh SmCap Eq R6	GBFA	6727	FTHFX	0.08	0.00	0.08	0.65
<input type="checkbox"/>	FAM Divd Focs Inv	DYEA	5541	FAMEX	0.08	0.00	0.08	1.23
<input type="checkbox"/>	FAM Val Inst	DYFA	5542	FAMWX	0.08	0.00	0.08	1.14
<input type="checkbox"/>	FMI Intl Inst	EUHA	6061	FMIYX	0.08	0.00	0.08	0.81
<input type="checkbox"/>	FMI LgCap Inst	GJAA	6895	FMIQX	0.08	0.00	0.08	0.70
<input type="checkbox"/>	FPA Crsent Inst	BXGA	4383	FPACX	0.08	0.00	0.08	1.08
<input type="checkbox"/>	FPA New Inc	CVKA	4943	FPNIX	0.08	0.00	0.08	0.58
<input type="checkbox"/>	Fed Hrms Clvr Sm Val Inst	AKNA	3673	VSFIX	0.08	0.25	0.00	1.21
<input type="checkbox"/>	Fed Hrms Cor Bd Inst	FGMA	2525	FGFIX	0.08	0.05	0.03	2.45
<input type="checkbox"/>	Fed Hrms Corp Bd Inst	AKJA	3671	FDBIX	0.08	0.15	0.00	0.75
<input type="checkbox"/>	Fed Hrms Emrg Mkt Eq Inst	GPWA	7051	PIEFX	0.08	0.25	0.00	1.81
<input type="checkbox"/>	Fed Hrms Eq Inc Inst	CCUA	4512	LEISX	0.08	0.25	0.00	0.89
<input type="checkbox"/>	Fed Hrms Glbl Alloc Inst	AKIA	3670	SBFIX	0.08	0.25	0.00	1.13
<input type="checkbox"/>	Fed Hrms Gov Oblgtns Prmr	DJRA	5235	GOFXX	0.08	0.00	0.08	0.28
<input type="checkbox"/>	Fed Hrms GovUltraShrt Inst	FGUA	2522	FGUSX	0.08	0.05	0.03	0.43

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Fed Hrms Inst HiYldBd Inst	FIHA	1768	FIHBX	0.08	0.05	0.03	0.55
<input type="checkbox"/>	Fed Hrms IntStrtVIDvd Inst	BVDA	4329	IVFIX	0.08	0.25	0.00	1.03
<input type="checkbox"/>	Fed Hrms Intl Eq Inst	AZOA	3865	PIUIX	0.08	0.00	0.08	1.48
<input type="checkbox"/>	Fed Hrms Intl Gr Inst	GPXA	7052	PIGDX	0.08	0.00	0.08	0.91
<input type="checkbox"/>	Fed Hrms Intl Ldrs Inst	BVCA	4328	FGFLX	0.08	0.25	0.00	1.12
<input type="checkbox"/>	Fed Hrms IntmtdCorpBd Inst	AKQA	3676	FIIFX	0.08	0.10	0.00	1.05
<input type="checkbox"/>	Fed Hrms Kaufman Inst	GPYA	7053	KAUIX	0.08	0.25	0.00	1.54
<input type="checkbox"/>	Fed Hrms Kaufman SmCap R6	FLZA	6395	FKALX	0.08	0.00	0.08	0.93
<input type="checkbox"/>	Fed Hrms KaufmanLgCap Inst	BVEA	4330	KLCIX	0.08	0.25	0.00	0.94
<input type="checkbox"/>	Fed Hrms MDT LgCapVal Inst	AKVA	3678	FMSTX	0.08	0.10	0.00	0.95
<input type="checkbox"/>	Fed Hrms MDT SmCap Gr Inst	BVFA	4331	QISGX	0.08	0.25	0.00	1.07
<input type="checkbox"/>	Fed Hrms MDT SmCapCor Inst	ENJA	5901	QISCX	0.08	0.10	0.00	1.04
<input type="checkbox"/>	Fed Hrms MDTmCpGrStr Inst	BVGA	4332	FGSIX	0.08	0.25	0.00	1.03
<input type="checkbox"/>	Fed Hrms Prudnt Bear Inst	AKWA	3679	PBRIX	0.08	0.00	0.08	2.49
<input type="checkbox"/>	Fed Hrms ST Gov Inst	FGZA	2528	FSGVX	0.08	0.05	0.03	0.65
<input type="checkbox"/>	Fed Hrms ST Intmtd Gov Inst	BPKA	4210	FIGTX	0.08	0.10	0.00	0.97
<input type="checkbox"/>	Fed Hrms ShIntdTIRtBd Inst	FGCA	2523	FGCIX	0.08	0.05	0.03	0.48
<input type="checkbox"/>	Fed Hrms ShIntdTIRtBd R6	GHGA	6859	SRBRX	0.08	0.00	0.08	0.43
<input type="checkbox"/>	Fed Hrms Shrt Trm Inc Inst	HADA	7291	FSTYX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	Fed Hrms Shrt Trm Inc Svc	BVHA	4333	FSTIX	0.08	0.10	0.00	0.74
<input type="checkbox"/>	Fed Hrms Strat Inc Inst	AKXA	3680	STISX	0.08	0.15	0.00	0.84
<input type="checkbox"/>	Fed Hrms StrtValDivd Inst	BTSA	4299	SVAIX	0.08	0.25	0.00	0.94
<input type="checkbox"/>	Fed Hrms Ttl Rtn Bd Inst	FGRA	2526	FTRBX	0.08	0.10	0.00	0.46
<input type="checkbox"/>	Fed Hrms TtlRtnGvtBd Inst	FGGA	2527	FTRGX	0.08	0.05	0.03	0.54
<input type="checkbox"/>	Fed Hrms UltraShrtBd Inst	FGLA	2529	FULIX	0.08	0.05	0.03	0.44
<input type="checkbox"/>	Fed US TrsryCashRsrvs IS	HARA	7302	UTIXX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	Fid 500 Indx	EVMA	6086	FXAIX	0.08	0.00	0.08	0.01
<input type="checkbox"/>	Fid Asst Mgr 20 I	EUAA	6056	FTIWX	0.08	0.25	0.00	0.56
<input type="checkbox"/>	Fid Asst Mgr 30 I	EUBA	6057	FTINX	0.08	0.25	0.00	0.55
<input type="checkbox"/>	Fid Asst Mgr 40 I	EUCA	6058	FFNIX	0.08	0.25	0.00	0.57
<input type="checkbox"/>	Fid Asst Mgr 50 I	EUDA	6059	FFIMX	0.08	0.25	0.00	0.64
<input type="checkbox"/>	Fid Asst Mgr 60 I	EUFA	6060	FSNIX	0.08	0.25	0.00	0.74

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Fid Bal K6	GWKA	7196	FBKFX	0.08	0.00	0.08	0.32
<input type="checkbox"/>	Fid Blue Chip Gr K6	GWLA	7197	FBCGX	0.08	0.00	0.08	0.46
<input type="checkbox"/>	Fid Blue Chip Gr	CTYA	4906	FBGRX	0.08	0.25	0.00	0.69
<input type="checkbox"/>	Fid Divrs Intl K6	GWMA	7198	FKIDX	0.08	0.00	0.08	0.60
<input type="checkbox"/>	Fid Emrg Mkt Indx	EVNA	6087	FPADX	0.08	0.00	0.08	0.07
<input type="checkbox"/>	Fid Envir Alt Enrgy	GRHA	7086	FSLEX	0.08	0.25	0.00	0.79
<input type="checkbox"/>	Fid Eq Inc K6	GWNA	7199	FEKFX	0.08	0.00	0.08	0.34
<input type="checkbox"/>	Fid Extd Mkt Indx	EVOA	6088	FSMAX	0.08	0.00	0.08	0.04
<input type="checkbox"/>	Fid Glbl exUS Indx	EVPA	6089	FSGGX	0.08	0.00	0.08	0.06
<input type="checkbox"/>	Fid Govt MnyMkt K6	GRIA	7087	FNBXX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	Fid Gr Co K6	GWOA	7200	FGKFX	0.08	0.00	0.08	0.45
<input type="checkbox"/>	Fid Gr Strat K6	GWPA	7201	FSKGX	0.08	0.00	0.08	0.45
<input type="checkbox"/>	Fid Infl Prtct Bd Indx	EVQA	6090	FIPDX	0.08	0.00	0.08	0.05
<input type="checkbox"/>	Fid Intl Bd Indx	GEQA	6805	FBIIX	0.08	0.00	0.08	0.06
<input type="checkbox"/>	Fid Intl CapApp K6	GWQA	7202	FAPCX	0.08	0.00	0.08	0.65
<input type="checkbox"/>	Fid Intl Disc K6	GTLA	7125	FDKFX	0.08	0.00	0.08	0.60
<input type="checkbox"/>	Fid Intl Indx	EVSA	6091	FSPSX	0.08	0.00	0.08	0.04
<input type="checkbox"/>	Fid Intl Sustnbl Indx	GHFA	6858	FNIDX	0.08	0.00	0.08	0.20
<input type="checkbox"/>	Fid Intmd Trsry Bd Indx	FKWA	6378	FUAMX	0.08	0.00	0.08	0.03
<input type="checkbox"/>	Fid Lg Cap Gr Indx	EVVA	6092	FSPGX	0.08	0.00	0.08	0.04
<input type="checkbox"/>	Fid Lg Cap Val Indx	EVWA	6093	FLCOX	0.08	0.00	0.08	0.04
<input type="checkbox"/>	Fid LgCap Stk K6	GWRA	7203	FCLKX	0.08	0.00	0.08	0.45
<input type="checkbox"/>	Fid Low Priced Stk K6	GWSA	7204	FLKSX	0.08	0.00	0.08	0.50
<input type="checkbox"/>	Fid MdCap Gr Indx	FPDA	6465	FMDGX	0.08	0.00	0.08	0.05
<input type="checkbox"/>	Fid MdCap Indx	EVYA	6094	FSMDX	0.08	0.00	0.08	0.03
<input type="checkbox"/>	Fid MdCap Stk K6	GWUA	7206	FNKFX	0.08	0.00	0.08	0.45
<input type="checkbox"/>	Fid MdCap Val Indx	FPEA	6466	FIMVX	0.08	0.00	0.08	0.05
<input type="checkbox"/>	Fid MdCap Val K6	GWTA	7205	FCMVX	0.08	0.00	0.08	0.45
<input type="checkbox"/>	Fid Mult Asst Indx	DKJA	5251	FFNOX	0.08	0.00	0.08	0.13
<input type="checkbox"/>	Fid NSDQ Cmpst Indx	DSBA	5406	FNCMX	0.08	0.00	0.08	0.37
<input type="checkbox"/>	Fid OTC K6	GWVA	7207	FOKFX	0.08	0.00	0.08	0.50
<input type="checkbox"/>	Fid Puritan K6	GWWA	7208	FPKFX	0.08	0.00	0.08	0.32

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Fid RealEst Indx	EVZA	6095	FSRNX	0.08	0.00	0.08	0.07
<input type="checkbox"/>	Fid ST Bd Indx	EWAA	6096	FNSOX	0.08	0.00	0.08	0.03
<input type="checkbox"/>	Fid ST Trsry Bd Indx	EWGA	6101	FUMBX	0.08	0.00	0.08	0.03
<input type="checkbox"/>	Fid Sel Auto	GRJA	7088	FSAVX	0.08	0.25	0.00	0.89
<input type="checkbox"/>	Fid Sel Smicndtr	HAEA	7292	FSELX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	Fid Sel Tech	GRKA	7089	FSPTX	0.08	0.25	0.00	0.70
<input type="checkbox"/>	Fid SmCap Gr Indx	FPFA	6467	FECGX	0.08	0.00	0.08	0.05
<input type="checkbox"/>	Fid SmCap Gr K6	GTKA	7124	FOCSX	0.08	0.00	0.08	0.60
<input type="checkbox"/>	Fid SmCap Indx	EWBA	6097	FSSNX	0.08	0.00	0.08	0.03
<input type="checkbox"/>	Fid SmCap Val Indx	FPFA	6468	FISVX	0.08	0.00	0.08	0.05
<input type="checkbox"/>	Fid SmCap Val	CRFA	4843	FCPVX	0.08	0.25	0.00	1.04
<input type="checkbox"/>	Fid Strat Real Rtn K6	GWXA	7209	FSRKX	0.08	0.00	0.08	0.66
<input type="checkbox"/>	Fid Trsry Mny Mkt	GYZA	7263	FZFX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	Fid Ttl Intl Indx	GERA	6806	FTIH	0.08	0.00	0.08	0.06
<input type="checkbox"/>	Fid Ttl Mkt Indx	EWCA	6098	FSKAX	0.08	0.00	0.08	0.01
<input checked="" type="checkbox"/>	Fid US Bd Indx	EWDA	6099	FXNAX	0.08	0.00	0.08	0.03
<input type="checkbox"/>	Fid Val Disc K6	GWYA	7210	FDVKX	0.08	0.00	0.08	0.45
<input type="checkbox"/>	FidAdv Asst Mgr 70 Inst	AKZA	3682	FAAIX	0.08	0.15	0.00	0.70
<input type="checkbox"/>	FidAdv Asst Mgr 85 I	ERPA	6004	FEYIX	0.08	0.15	0.00	0.72
<input type="checkbox"/>	FidAdv Bal I	FIOA	2687	FAIOX	0.08	0.25	0.00	0.56
<input type="checkbox"/>	FidAdv Bio Inst	CYTA	5023	FBTIX	0.08	0.25	0.00	0.74
<input type="checkbox"/>	FidAdv Canada Inst	ALFA	3683	FICCX	0.08	0.15	0.00	0.86
<input type="checkbox"/>	FidAdv China Reg Inst	ALHA	3684	FHKIX	0.08	0.15	0.00	0.93
<input type="checkbox"/>	FidAdv Cnsmr Discrtny Inst	BGUA	4017	FCNIX	0.08	0.25	0.00	0.77
<input type="checkbox"/>	FidAdv Cnsmr Stpls Inst	CBYA	4492	FDIGX	0.08	0.25	0.00	0.74
<input type="checkbox"/>	FidAdv Conv Sec Inst	BZSA	4445	FICVX	0.08	0.25	0.00	0.75
<input type="checkbox"/>	FidAdv Corp Bd Z	GUEA	7144	FIKIX	0.08	0.00	0.08	0.40
<input type="checkbox"/>	FidAdv Divd Gr Inst	ALNA	3686	FDGIX	0.08	0.25	0.00	0.59
<input type="checkbox"/>	FidAdv Divrs Intl I	FVIA	2688	FDVIX	0.08	0.25	0.00	0.91
<input type="checkbox"/>	FidAdv Divrs Stk Inst	CKSA	4696	FDTIX	0.08	0.25	0.00	0.59
<input type="checkbox"/>	FidAdv Emrg Asia Inst	BGWA	4018	FERIX	0.08	0.25	0.00	0.97
<input type="checkbox"/>	FidAdv Enrgy I	FIXA	2725	FANIX	0.08	0.25	0.00	0.74

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	FidAdv Eq Gr Inst	FEXA	1405	EQPGX	0.08	0.25	0.00	0.72
<input type="checkbox"/>	FidAdv Eq Inc Inst	ALOA	3687	EQPIX	0.08	0.25	0.00	0.65
<input type="checkbox"/>	FidAdv Euro Inst	CPHA	4795	FHJMX	0.08	0.25	0.00	0.86
<input type="checkbox"/>	FidAdv Flot Rt Hi Inc Inst	ALUA	3689	FFRIX	0.08	0.25	0.00	0.72
<input type="checkbox"/>	FidAdv Focs Emrg Mkt Z	ERQA	6005	FZAEX	0.08	0.00	0.08	0.90
<input type="checkbox"/>	FidAdv Free 2005 Inst	ALWA	3690	FFIVX	0.08	0.25	0.00	0.47
<input type="checkbox"/>	FidAdv Free 2010 Inst	ALYA	3691	FCIFX	0.08	0.25	0.00	0.48
<input type="checkbox"/>	FidAdv Free 2015 Inst	AMLA	3699	FFVIX	0.08	0.25	0.00	0.53
<input type="checkbox"/>	FidAdv Free 2020 Inst	ALZA	3692	FDIFX	0.08	0.25	0.00	0.57
<input type="checkbox"/>	FidAdv Free 2025 Inst	AMAA	3693	FITWX	0.08	0.25	0.00	0.61
<input type="checkbox"/>	FidAdv Free 2030 Inst	AMDA	3694	FEFIX	0.08	0.25	0.00	0.66
<input type="checkbox"/>	FidAdv Free 2035 Inst	AMGA	3695	FITHX	0.08	0.25	0.00	0.70
<input type="checkbox"/>	FidAdv Free 2040 Inst	AMHA	3696	FIFFX	0.08	0.25	0.00	0.74
<input type="checkbox"/>	FidAdv Free 2045 Inst	AMJA	3697	FFFIX	0.08	0.25	0.00	0.75
<input type="checkbox"/>	FidAdv Free 2050 Inst	AMKA	3698	FFFPX	0.08	0.25	0.00	0.75
<input type="checkbox"/>	FidAdv Free 2055 Inst	BTUA	4301	FHFIX	0.08	0.25	0.00	0.75
<input type="checkbox"/>	FidAdv Free 2060 Inst	CVJA	4942	FDKQX	0.08	0.25	0.00	0.75
<input type="checkbox"/>	FidAdv Free 2065 Inst	FMXA	6413	FDFSX	0.08	0.25	0.00	0.75
<input type="checkbox"/>	FidAdv Free Blnd 2005 Z6	GPZA	7054	FHJHX	0.08	0.00	0.08	0.21
<input type="checkbox"/>	FidAdv Free Blnd 2010 Z6	GQAA	7055	FHZCX	0.08	0.00	0.08	0.21
<input type="checkbox"/>	FidAdv Free Blnd 2015 Z6	GQBA	7056	FHXCX	0.08	0.00	0.08	0.22
<input type="checkbox"/>	FidAdv Free Blnd 2020 Z6	GQCA	7057	FHWCX	0.08	0.00	0.08	0.24
<input type="checkbox"/>	FidAdv Free Blnd 2025 Z6	GQDA	7058	FHSPX	0.08	0.00	0.08	0.25
<input type="checkbox"/>	FidAdv Free Blnd 2030 Z6	GQEA	7059	FHRCX	0.08	0.00	0.08	0.26
<input type="checkbox"/>	FidAdv Free Blnd 2035 Z6	GQFA	7060	FHQCX	0.08	0.00	0.08	0.27
<input type="checkbox"/>	FidAdv Free Blnd 2040 Z6	GQGA	7061	FHOXC	0.08	0.00	0.08	0.28
<input type="checkbox"/>	FidAdv Free Blnd 2045 Z6	GQHA	7062	FHLCX	0.08	0.00	0.08	0.29
<input type="checkbox"/>	FidAdv Free Blnd 2050 Z6	GQIA	7063	FHJCX	0.08	0.00	0.08	0.29
<input type="checkbox"/>	FidAdv Free Blnd 2055 Z6	GQJA	7064	FHGCX	0.08	0.00	0.08	0.29
<input type="checkbox"/>	FidAdv Free Blnd 2060 Z6	GQKA	7065	FHDCX	0.08	0.00	0.08	0.29
<input type="checkbox"/>	FidAdv Free Blnd 2065 Z6	GQLA	7066	FAXHX	0.08	0.00	0.08	0.29
<input type="checkbox"/>	FidAdv Free Blnd Inc Z6	GQMA	7067	FHBDX	0.08	0.00	0.08	0.21

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	FidAdv Free Inc Inst	AMNA	3700	FIAFX	0.08	0.25	0.00	0.47
<input type="checkbox"/>	FidAdv Gbl Cap App Inst	AMPA	3701	FEUIX	0.08	0.25	0.00	0.97
<input type="checkbox"/>	FidAdv Gold I	FOWA	6459	FGDIX	0.08	0.25	0.00	0.77
<input type="checkbox"/>	FidAdv Gr Inc Inst	AMQA	3702	FGIOX	0.08	0.25	0.00	0.66
<input type="checkbox"/>	FidAdv Gr Oppr Inst	AMSA	3703	FAGCX	0.08	0.25	0.00	0.64
<input type="checkbox"/>	FidAdv Hi Inc Advtg I	BZTA	4446	FAHCX	0.08	0.25	0.00	0.76
<input type="checkbox"/>	FidAdv Hi Inc Inst	EZJA	6176	FGTMX	0.08	0.25	0.00	0.87
<input type="checkbox"/>	FidAdv Hlth Care I	FOYA	6460	FHCIX	0.08	0.25	0.00	0.72
<input type="checkbox"/>	FidAdv Indstrls I	FOZA	6461	FCLIX	0.08	0.25	0.00	0.76
<input type="checkbox"/>	FidAdv Intl Cap App Inst	AMWA	3705	FCPIX	0.08	0.25	0.00	0.98
<input type="checkbox"/>	FidAdv Intl Disc I	FMYA	6414	FIADX	0.08	0.15	0.00	0.99
<input type="checkbox"/>	FidAdv Intl Gr Inst	CKUA	4698	FIIIX	0.08	0.25	0.00	1.02
<input type="checkbox"/>	FidAdv Intl RealEst Inst	AMYA	3706	FIRIX	0.08	0.25	0.00	0.92
<input type="checkbox"/>	FidAdv Intl SmCap I	GVQA	7177	FIXIX	0.08	0.15	0.00	1.02
<input type="checkbox"/>	FidAdv Intl SmCap Z	GVNA	7174	FIQIX	0.08	0.00	0.08	0.89
<input type="checkbox"/>	FidAdv Invmt Grd Bd Inst	AMZA	3707	FGBPXX	0.08	0.25	0.00	0.49
<input type="checkbox"/>	FidAdv Jpn Inst	ANCA	3708	FJPIX	0.08	0.25	0.00	1.09
<input type="checkbox"/>	FidAdv Lev Co Stk I	FAJA	1612	FLVIX	0.08	0.25	0.00	0.79
<input type="checkbox"/>	FidAdv LgCap Inst	ANEA	3709	FALIX	0.08	0.25	0.00	0.65
<input type="checkbox"/>	FidAdv MdCap II I	FIMA	2689	FIIMX	0.08	0.25	0.00	0.74
<input type="checkbox"/>	FidAdv MegCap Stk Inst	CQRA	4831	FTRIX	0.08	0.25	0.00	0.63
<input type="checkbox"/>	FidAdv Mrtg Sec I	FMSA	2690	FMSCX	0.08	0.25	0.00	0.51
<input type="checkbox"/>	FidAdv Mtrls I	DRVA	5400	FMFEX	0.08	0.15	0.00	0.76
<input type="checkbox"/>	FidAdv New Insghts I	BGXA	4019	FINSX	0.08	0.25	0.00	0.45
<input type="checkbox"/>	FidAdv New Mkt Inc I	EZIA	6175	FGZMX	0.08	0.25	0.00	0.83
<input type="checkbox"/>	FidAdv RealEst I	FHEA	2691	FHEIX	0.08	0.25	0.00	0.86
<input type="checkbox"/>	FidAdv RealEst Inc Inst	ERRA	6006	FRIRX	0.08	0.25	0.00	0.71
<input type="checkbox"/>	FidAdv ST Bd I	DMBA	5288	FBNIX	0.08	0.15	0.00	0.35
<input type="checkbox"/>	FidAdv SmCap Gr Z	ENMA	5904	FIDGX	0.08	0.00	0.08	0.90
<input type="checkbox"/>	FidAdv SmCap I	ANGA	3711	FSCIX	0.08	0.25	0.00	1.08
<input type="checkbox"/>	FidAdv SmCap Val I	FMZA	6415	FCVIX	0.08	0.15	0.00	0.99
<input type="checkbox"/>	FidAdv StkSel All Cap Inst	CBMA	4481	FBRNX	0.08	0.25	0.00	0.70

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	FidAdv StkSel MdCap Inst	ANFA	3710	FMCCX	0.08	0.25	0.00	0.74
<input type="checkbox"/>	FidAdv Strat Divd Inc Inst	BVKA	4336	FSIDX	0.08	0.25	0.00	0.72
<input type="checkbox"/>	FidAdv Strat Inc I	FSRA	2692	FSRIX	0.08	0.25	0.00	0.72
<input type="checkbox"/>	FidAdv Telcom I	FPBA	6463	FTUIX	0.08	0.25	0.00	0.78
<input type="checkbox"/>	FidAdv Ttl Bd Inst	BVOA	4340	FEPIX	0.08	0.25	0.00	0.50
<input type="checkbox"/>	FidAdv Util I	FPCA	6464	FUGIX	0.08	0.25	0.00	0.75
<input type="checkbox"/>	FidAdv Val Inst	ANIA	3713	FVIFX	0.08	0.25	0.00	0.88
<input type="checkbox"/>	FidAdv Val Strat Inst	ANJA	3714	FASOX	0.08	0.25	0.00	0.89
<input type="checkbox"/>	FidAdv Val Z	GQNA	7068	FVLZX	0.08	0.00	0.08	0.76
<input type="checkbox"/>	Fnkln Mut US MdCapVal Adv	ANMA	3716	FBSAX	0.08	0.25	0.00	0.67
<input type="checkbox"/>	Fnkln DynaTech Adv	EUIA	6062	FDYZX	0.08	0.15	0.00	0.57
<input type="checkbox"/>	Fnkln Gold Prec Mtls Adv	CRRRA	4852	FGADX	0.08	0.25	0.00	0.63
<input type="checkbox"/>	Fnkln Gr Adv	BHCA	4023	FCGAX	0.08	0.25	0.00	0.55
<input type="checkbox"/>	Fnkln Gr Oppr Adv	BHDA	4024	FRAAX	0.08	0.25	0.00	0.69
<input type="checkbox"/>	Fnkln Hi Inc R6	GQOA	7069	FHRRX	0.08	0.00	0.08	0.56
<input type="checkbox"/>	Fnkln Inc Adv	BHEA	4025	FRIAX	0.08	0.25	0.00	0.48
<input type="checkbox"/>	Fnkln Intl Gr Adv	FNEA	6419	FNGZX	0.08	0.15	0.00	0.90
<input type="checkbox"/>	Fnkln Low Dur Ttl Rtn Adv	CXUA	4998	FLDZX	0.08	0.25	0.00	0.70
<input type="checkbox"/>	Fnkln RealEst Sec Adv	EPJA	5948	FRLAX	0.08	0.15	0.00	0.80
<input type="checkbox"/>	Fnkln Ris Divd Adv	BHGA	4027	FRDAX	0.08	0.25	0.00	0.59
<input type="checkbox"/>	Fnkln SmCap Gr Adv	BHHA	4028	FSSAX	0.08	0.25	0.00	0.87
<input type="checkbox"/>	Fnkln SmCap Gr R6	EXMA	6128	FSMLX	0.08	0.00	0.08	0.69
<input type="checkbox"/>	Fnkln SmMd Cap Gr Adv	ANOA	3718	FSGAX	0.08	0.25	0.00	0.67
<input type="checkbox"/>	Fnkln Strat Inc Adv	BHJA	4030	FKSAX	0.08	0.25	0.00	0.73
<input type="checkbox"/>	Fnkln Ttl Rtn Adv	CVNA	4944	FBDAX	0.08	0.25	0.00	0.74
<input type="checkbox"/>	Fnkln US Govt Sec Adv	BHKA	4031	FUSAX	0.08	0.25	0.00	0.62
<input type="checkbox"/>	Fnkln Util Ser Adv	ANPA	3719	FRUAX	0.08	0.25	0.00	0.57
<input type="checkbox"/>	FnklnMSF Mut Becn Z	BKUA	4112	BEGRX	0.08	0.25	0.00	0.77
<input type="checkbox"/>	FnklnMSF Mut Gbl Disc Z	AWDA	3812	MDISX	0.08	0.25	0.00	0.95
<input type="checkbox"/>	FnklnMSF Mut Intl Val Z	BKVA	4113	MEURX	0.08	0.25	0.00	1.00
<input type="checkbox"/>	FnklnMSF Mut Shrs Z	AWGA	3813	MUTHX	0.08	0.25	0.00	0.75
<input type="checkbox"/>	FnklnTmp China Wld Adv	GJBA	6896	TACWX	0.08	0.25	0.00	1.52

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	FnklnTmp Devl Mkt Tr Adv	BBUA	3913	TDADX	0.08	0.25	0.00	1.31
<input type="checkbox"/>	FnklnTmp Forgn Adv	BBVA	3914	TFFAX	0.08	0.25	0.00	0.91
<input type="checkbox"/>	FnklnTmp Gbl Bd Adv	CAUA	4466	TGBAX	0.08	0.25	0.00	0.75
<input type="checkbox"/>	FnklnTmp Gbl Bd R6	DUBA	5445	FBNRX	0.08	0.00	0.08	0.61
<input type="checkbox"/>	FnklnTmp Gbl Ttl Rtn Adv	CNIA	4746	TTRZX	0.08	0.25	0.00	0.94
<input type="checkbox"/>	FnklnTmp Gr Adv	BBXA	3916	TGADX	0.08	0.25	0.00	0.79
<input type="checkbox"/>	FnklnTmp Wld Adv	DLJA	5272	TWDAX	0.08	0.15	0.00	0.81
<input type="checkbox"/>	Frost Gr Eq Inst	BHLA	4032	FICEX	0.08	0.15	0.00	0.63
<input type="checkbox"/>	Frost Low Dur Bd Inst	BHNA	4034	FILDY	0.08	0.05	0.03	0.43
<input type="checkbox"/>	Frost Ttl Rtn Bd Inst	BHOA	4035	FIJEX	0.08	0.05	0.03	0.47
<input type="checkbox"/>	FrstEgle Gbl Inc Bldr R6	GUBA	7141	FEBRX	0.08	0.00	0.08	0.87
<input type="checkbox"/>	FrstEgle Gbl R6	EDIA	5668	FEGRX	0.08	0.00	0.08	0.79
<input type="checkbox"/>	FrstEgle Gold R6	EDJA	5669	FEURX	0.08	0.00	0.08	0.85
<input type="checkbox"/>	FrstEgle Ovrseas R6	GUAA	7140	FEORX	0.08	0.00	0.08	0.80
<input type="checkbox"/>	FrstEgle US Val R6	GUCA	7142	FEVRX	0.08	0.00	0.08	0.83
<input type="checkbox"/>	Gabelli Eq Inc Inst	BXHA	4384	GCIEX	0.08	0.00	0.08	1.14
<input type="checkbox"/>	Gabelli Gold Inst	CXXA	5001	GLDIX	0.08	0.00	0.08	1.26
<input type="checkbox"/>	Gabelli SmCap Gr Inst	CXWA	5000	GACIX	0.08	0.00	0.08	1.14
<input type="checkbox"/>	Gabelli Val 25 Inst	BXIA	4385	GVCIX	0.08	0.00	0.08	1.20
<input type="checkbox"/>	Gabelli TTON Conv Sec Inst	FNFA	6420	WESIX	0.08	0.00	0.08	1.37
<input type="checkbox"/>	Gabelli TTON Wstwd MtyMts I	ECKA	5645	WEIMX	0.08	0.00	0.08	1.16
<input type="checkbox"/>	Gabelli TTON Wstwd SmCpEqInst	BHPA	4036	WWSIX	0.08	0.00	0.08	1.39
<input type="checkbox"/>	Gdmn Enhcd Inc Inst	GQZA	7080	GEIIX	0.08	0.05	0.03	0.37
<input type="checkbox"/>	GdmnScs Comdty Strat Inst	GSBA	2268	GCCIX	0.08	0.05	0.03	0.73
<input type="checkbox"/>	GdmnScs Cor Fxd Inc Inst	GQPA	7070	GSFIX	0.08	0.00	0.08	0.49
<input type="checkbox"/>	GdmnScs EmMktEqInsgts Inst	EJGA	5809	GERIX	0.08	0.15	0.00	1.14
<input type="checkbox"/>	GdmnScs EmMktEqInsgts R6	GUOA	7152	GERUX	0.08	0.00	0.08	1.13
<input type="checkbox"/>	GdmnScs Emrg Mkt Db Inst	CUAA	4908	GSDIX	0.08	0.05	0.03	0.97
<input type="checkbox"/>	GdmnScs Emrg Mkt Eq Inst	FPIA	6469	GEMIX	0.08	0.15	0.00	1.10
<input type="checkbox"/>	GdmnScs Eq Inc Inst	BHTA	4040	GSIIX	0.08	0.15	0.00	0.81
<input type="checkbox"/>	GdmnScs GQGPtrnIntlOppr R6	GANA	6714	GSIIYX	0.08	0.00	0.08	0.79
<input type="checkbox"/>	GdmnScs GblCorFxdInc Inst	GCSA	2269	GSGLX	0.08	0.05	0.03	0.85

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	GdmnScs Govt Inc Inst	BHSA	4039	GSOIX	0.08	0.05	0.03	0.79
<input type="checkbox"/>	GdmnScs Hi Yld Inst	BHVA	4042	GSHIX	0.08	0.05	0.03	0.78
<input type="checkbox"/>	GdmnScs InSmCplnsight Inst	COOA	4777	GICIX	0.08	0.15	0.00	0.91
<input type="checkbox"/>	GdmnScs Inc Bldr Inst	GSXA	2267	GSBIX	0.08	0.15	0.00	0.63
<input type="checkbox"/>	GdmnScs Infl PrtctSec Inst	GSPA	2534	GSIPX	0.08	0.05	0.03	0.41
<input type="checkbox"/>	GdmnScs IntlEqInsght Inst	DSNA	5412	GCIIX	0.08	0.15	0.00	0.85
<input type="checkbox"/>	GdmnScs Invmt Grd Cr Inst	GGDA	2530	GSGDX	0.08	0.05	0.03	0.46
<input type="checkbox"/>	GdmnScs LgCap Cor Inst	BHRA	4038	GSPIX	0.08	0.15	0.00	0.78
<input type="checkbox"/>	GdmnScs LgCap Val Inst	BHWA	4043	GSLIX	0.08	0.15	0.00	0.85
<input type="checkbox"/>	GdmnScs LgCapVallnsghts R6	EUKA	6064	GCVUX	0.08	0.00	0.08	0.63
<input type="checkbox"/>	GdmnScs MdCap Gr Inst	BHUA	4041	GGOIX	0.08	0.15	0.00	1.00
<input type="checkbox"/>	GdmnScs MdCap Val Inst	GSMA	2704	GSMCX	0.08	0.15	0.00	0.83
<input type="checkbox"/>	GdmnScs RealEst Inst	BHXA	4044	GREIX	0.08	0.15	0.00	1.20
<input type="checkbox"/>	GdmnScs Ris Divd Gr Inst	CKVA	4699	GSRLX	0.08	0.15	0.00	0.91
<input type="checkbox"/>	GdmnScs Shrt Dur Govt Inst	GUIA	2270	GSTGX	0.08	0.05	0.03	0.57
<input type="checkbox"/>	GdmnScs SmCap Val Inst	ANQA	3720	GSSIX	0.08	0.15	0.00	0.99
<input type="checkbox"/>	GdmnScs SmCpEqInsghts Inst	BHYA	4045	GCSIX	0.08	0.15	0.00	0.92
<input type="checkbox"/>	GdmnScs SmCpGrlnshts Inst	ERTA	6008	GSIOX	0.08	0.15	0.00	1.02
<input type="checkbox"/>	GdmnScs SmCpVallnshts Inst	GITA	2730	GSITX	0.08	0.15	0.00	0.89
<input type="checkbox"/>	GdmnScs SmMDCap Gr Inst	BXJA	4386	GSMYX	0.08	0.15	0.00	0.90
<input type="checkbox"/>	GdmnScs Strat Inc Inst	CKXA	4701	GSZIX	0.08	0.05	0.03	0.80
<input type="checkbox"/>	GdmnScs Tech Oppr Inst	FMUA	6410	GITIX	0.08	0.15	0.00	1.04
<input type="checkbox"/>	GdmnScs US Mrtg Inst	GSEA	2273	GSUIX	0.08	0.05	0.03	0.56
<input type="checkbox"/>	GdmnScs US Mrtg R6	GJCA	6897	GGIUX	0.08	0.00	0.08	0.55
<input type="checkbox"/>	GdmnScsSatelliteStratInst	BRDA	4251	GXSIX	0.08	0.15	0.00	1.35
<input type="checkbox"/>	GlnmdeQuanUSLgCpCorEq Adv	DYHA	5544	GTLOX	0.08	0.20	0.00	0.84
<input type="checkbox"/>	GlnmdeQuanUSLgCpGrEq Inst	EFVA	5731	GTILX	0.08	0.00	0.08	0.64
<input type="checkbox"/>	GrnCent Eq Inst	GESA	6807	GCEUX	0.08	0.00	0.08	0.95
<input type="checkbox"/>	Gughm Flotng Rt Strat Inst	CKZA	4703	GIFIX	0.08	0.10	0.00	0.89
<input type="checkbox"/>	Gughm Hi Yld Inst	BTAA	4282	SHYIX	0.08	0.10	0.00	0.95
<input type="checkbox"/>	Gughm Mgd Ftr Inst	BTDA	4285	RYIFX	0.08	0.10	0.00	1.68
<input type="checkbox"/>	Gughm MultHdgStrat Inst	BTFA	4287	RYIMX	0.08	0.10	0.00	1.68

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Gughm SmCap Val Inst	BTGA	4288	SSUIX	0.08	0.10	0.00	3.24
<input type="checkbox"/>	Gughm Ttl Rtn Bd Inst	DKKA	5252	GIBIX	0.08	0.10	0.00	0.62
<input type="checkbox"/>	Gughm Ttl Rtn Bd R6	GJDA	6898	GIBRX	0.08	0.00	0.08	0.53
<input type="checkbox"/>	Gughm Wld Eq Inc Inst	BTEA	4286	SEWIX	0.08	0.10	0.00	1.13
<input type="checkbox"/>	GuidStn Defn Mkt Strat Inv	EWHA	6102	GDMZX	0.08	0.10	0.00	0.96
<input type="checkbox"/>	GuidStn Emrg Mkt Eq Inv	EWIA	6103	GEMZX	0.08	0.10	0.00	1.41
<input type="checkbox"/>	GuidStn Eq Indx Inst	GJEA	6899	GEQYX	0.08	0.00	0.08	0.12
<input type="checkbox"/>	GuidStn Eq Indx Inv	EWJA	6104	GEQZX	0.08	0.10	0.00	0.39
<input type="checkbox"/>	GuidStn Gbl Bd - Inv	EWKA	6105	GGBFX	0.08	0.10	0.00	0.87
<input type="checkbox"/>	GuidStn Gr Eq Inst	GJFA	6900	GGEYX	0.08	0.00	0.08	0.67
<input type="checkbox"/>	GuidStn Intl Eq Indx Inst	GJHA	6902	GIIYX	0.08	0.00	0.08	0.22
<input type="checkbox"/>	GuidStn Intl Eq Inst	GJGA	6901	GIEYX	0.08	0.00	0.08	0.86
<input type="checkbox"/>	GuidStn Intl Eq Inv	EWLA	6106	GIEZX	0.08	0.10	0.00	1.14
<input type="checkbox"/>	GuidStn Med Dur Bd Inst	GJIA	6903	GMDYX	0.08	0.00	0.08	0.40
<input type="checkbox"/>	GuidStn Med Dur Bd Inv	EWMA	6107	GMDZX	0.08	0.10	0.00	0.67
<input type="checkbox"/>	GuidStn SmCap Eq Inst	GJOA	6909	GSCYX	0.08	0.00	0.08	0.94
<input type="checkbox"/>	GuidStn Val Eq Inst	GJPA	6910	GVEYX	0.08	0.00	0.08	0.65
<input type="checkbox"/>	GuidStn Val Eq Inv	EWNA	6108	GVEZX	0.08	0.10	0.00	0.92
<input type="checkbox"/>	HCM Divd Sec Pls A	GRLA	7090	HCMNX	0.08	0.00	0.08	2.02
<input type="checkbox"/>	HCM Inc Pls A	GRNA	7091	HCMEX	0.08	0.25	0.00	1.55
<input type="checkbox"/>	HCM Tctcl Gr A	GROA	7092	HCMGX	0.08	0.25	0.00	2.09
<input type="checkbox"/>	HW Divrs Val Inst	BIHA	4052	HWCIX	0.08	0.15	0.00	1.04
<input type="checkbox"/>	HW LgCap Val Inst	BIJA	4053	HWLIX	0.08	0.15	0.00	0.99
<input type="checkbox"/>	HW MdCap Val I	BIKA	4054	HWMIX	0.08	0.15	0.00	1.00
<input type="checkbox"/>	Harbor Bd Inst	HABA	1812	HABDX	0.08	0.05	0.03	0.39
<input type="checkbox"/>	Harbor Cap App Inst	HACA	1813	HACAX	0.08	0.10	0.00	0.72
<input type="checkbox"/>	Harbor DivrsIntlAllCp Inst	EULA	6065	HAIDX	0.08	0.10	0.00	0.92
<input type="checkbox"/>	Harbor Dsrptv Innov Inst	HAMA	1816	HAMGX	0.08	0.10	0.00	0.91
<input type="checkbox"/>	Harbor Intl Gr Inst	HAXA	1815	HAIGX	0.08	0.10	0.00	0.91
<input type="checkbox"/>	Harbor Intl Inst	HAIA	1814	HAINX	0.08	0.10	0.00	0.89
<input type="checkbox"/>	Harbor LgCap Val Inst	BICA	4048	HAVLX	0.08	0.10	0.00	0.72
<input type="checkbox"/>	Harbor MdCap Val Inst	BIDA	4049	HAMVX	0.08	0.10	0.00	0.89

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Hartford Bal Inc R5	ERUA	6009	HBLTX	0.08	0.10	0.00	0.65
<input type="checkbox"/>	Hartford Cap App R6	GJRA	6912	ITHVX	0.08	0.00	0.08	0.69
<input type="checkbox"/>	Hartford Divd Gr R6	EXUA	6136	HDBGVX	0.08	0.00	0.08	0.63
<input type="checkbox"/>	Hartford Eq Inc R6	FMFA	6398	HQIVX	0.08	0.00	0.08	0.64
<input type="checkbox"/>	Hartford Gr Oppr R6	EXVA	6137	HGOVX	0.08	0.00	0.08	0.74
<input type="checkbox"/>	Hartford Intl Eq R6	EXXA	6138	HDVVX	0.08	0.00	0.08	0.53
<input type="checkbox"/>	Hartford Intl Oppr R6	HATA	7304	IHOVX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	Hartford Intl Val R6	FHDA	6304	HILUX	0.08	0.00	0.08	0.83
<input type="checkbox"/>	Hartford MdCap R6	EYMA	6153	HFMVX	0.08	0.00	0.08	0.74
<input type="checkbox"/>	Hartford Mult Asst Inc R6	FHFA	6305	ITTVX	0.08	0.00	0.08	0.63
<input type="checkbox"/>	Hartford Shrt Dur R5	EXZA	6140	HSCTX	0.08	0.10	0.00	0.54
<input type="checkbox"/>	Hartford Sm Co R6	GCKA	6753	IHSVX	0.08	0.00	0.08	0.87
<input type="checkbox"/>	Hartford Strat Inc R5	FMMA	6403	HSNTX	0.08	0.10	0.00	0.65
<input type="checkbox"/>	Hartford Strat Inc R6	FMHA	6399	HSNVX	0.08	0.00	0.08	0.54
<input type="checkbox"/>	Hartford Ttl Rtn Bd R6	EYAA	6141	ITBVX	0.08	0.00	0.08	0.32
<input type="checkbox"/>	Hartford Wld Bd R6	GZAA	7264	HWDVX	0.08	0.00	0.08	0.62
<input type="checkbox"/>	Heartland MdCap Val Inst	FHGA	6306	HNMDX	0.08	0.15	0.00	1.04
<input type="checkbox"/>	Heartland Val Inst	HNTA	2813	HNTVX	0.08	0.15	0.00	0.98
<input type="checkbox"/>	Heartland Val Pls Inst	BIFA	4051	HNVIX	0.08	0.15	0.00	1.01
<input type="checkbox"/>	Henesy Focs Inst	CUDA	4911	HFCIX	0.08	0.10	0.00	1.13
<input type="checkbox"/>	Henesy Gas Util Indx Inv	CUEA	4912	GASFX	0.08	0.30	0.00	1.00
<input type="checkbox"/>	HoodRver SmCap Gr Inst	GOAA	7005	HRSMX	0.08	0.10	0.00	1.09
<input type="checkbox"/>	HrdngLvner Emrg Mkts Adv	DDIA	5119	HLEMVX	0.08	0.10	0.00	1.16
<input type="checkbox"/>	HrdngLvner Intl Eq Inst Z	GJQA	6911	HLIZX	0.08	0.00	0.08	0.72
<input type="checkbox"/>	HrdngLvner Intl Eq Inst	DIKA	5206	HLMIX	0.08	0.10	0.00	0.79
<input type="checkbox"/>	HrdngLvnerFrntEmrMkts Inst	DDJA	5120	HLFMX	0.08	0.10	0.00	1.60
<input type="checkbox"/>	Hrtfrd Cor Eq R6	FYIA	6660	HAITX	0.08	0.00	0.08	0.36
<input type="checkbox"/>	Hrtfrd Schdr Intl Stk SDR	GTZA	7139	SCIJX	0.08	0.00	0.08	0.71
<input type="checkbox"/>	Hrtfrd SchdrIntMICpVI SDR	FYJA	6661	SIDRX	0.08	0.00	0.08	0.75
<input type="checkbox"/>	Hrzn Activ Asst Alloc Inst	DYIA	5545	HASIX	0.08	0.00	0.08	1.29
<input type="checkbox"/>	Hrzn Activ Inc Inst	DYJA	5546	AIRIX	0.08	0.00	0.08	1.12
<input type="checkbox"/>	Hrzn Activ Rsk Asst Inst	DYKA	5547	ACRIX	0.08	0.00	0.08	1.22

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Hssman Strat Ttl Rtn	DMMA	5296	HSTRX	0.08	0.00	0.08	0.78
<input type="checkbox"/>	Impax EllevGlbWmnLdrs Inst	DGAA	5168	PXWIX	0.08	0.08	0.00	0.52
<input type="checkbox"/>	Impax GblEnvir Mkt Inst	PGNA	2472	PGINX	0.08	0.08	0.00	0.91
<input type="checkbox"/>	Impax Hi Yld Bd Inst	GFCA	6817	PXHIX	0.08	0.08	0.00	0.67
<input type="checkbox"/>	Impax IntlSustnblEcon Inst	DGDA	5169	PXNIX	0.08	0.08	0.00	0.47
<input type="checkbox"/>	Impax SmCap Inst	DGHA	5170	PXSIX	0.08	0.08	0.00	0.91
<input type="checkbox"/>	Impax Sustnbl Alloc Inst	PAIA	2617	PAXIX	0.08	0.08	0.00	0.65
<input type="checkbox"/>	Impax US Sustnbl Econ Inst	BYPA	4416	PWGIX	0.08	0.08	0.00	0.63
<input type="checkbox"/>	Invscos Am Frnchs Y	CEDA	4545	VAFIX	0.08	0.25	0.00	0.70
<input type="checkbox"/>	Invscos Bal Rsk Alloc Y	BVRA	4343	ABRYX	0.08	0.25	0.00	1.17
<input type="checkbox"/>	Invscos Cap App R6	GMYA	6978	OPTIX	0.08	0.00	0.08	0.63
<input type="checkbox"/>	Invscos Charter R5	BXKA	4387	CHTVX	0.08	0.35	0.00	0.75
<input type="checkbox"/>	Invscos Cmstk Sel Y	CGRA	2616	CGRYX	0.08	0.25	0.00	0.72
<input type="checkbox"/>	Invscos Comstk R5	AOAA	3727	ACSHX	0.08	0.20	0.00	0.52
<input type="checkbox"/>	Invscos Conv Sec Y	BIQA	4057	CNSDX	0.08	0.25	0.00	0.69
<input type="checkbox"/>	Invscos Cor Pls Bd Y	DYLA	5548	CPBYX	0.08	0.25	0.00	0.57
<input type="checkbox"/>	Invscos Corp Bd R5	BOOA	4190	ACCWX	0.08	0.20	0.00	0.43
<input type="checkbox"/>	Invscos Devl Mkt A	PDMA	844	ODMAX	0.08	0.50	0.00	1.24
<input type="checkbox"/>	Invscos Devl Mkt R6	DTRA	5436	ODVIX	0.08	0.00	0.08	0.84
<input type="checkbox"/>	Invscos Devl Mkt Y	ODVA	2606	ODVYX	0.08	0.25	0.00	0.99
<input type="checkbox"/>	Invscos Disc MdCapGr R5	FZIA	6686	DMCFX	0.08	0.35	0.00	0.73
<input type="checkbox"/>	Invscos Disc MdCapGr R6	GHKA	6862	OEGIX	0.08	0.00	0.08	0.67
<input type="checkbox"/>	Invscos Disc MdCapGr Y	OEGA	2608	OEGYX	0.08	0.25	0.00	0.79
<input type="checkbox"/>	Invscos Divd Inc Y	FZLA	6689	IAUYX	0.08	0.25	0.00	0.69
<input type="checkbox"/>	Invscos Divrs Divd R5	BXMA	4389	DDFIX	0.08	0.35	0.00	0.53
<input type="checkbox"/>	Invscos EQV Asia Pfc Eq Y	BIMA	4056	ASIYX	0.08	0.25	0.00	1.21
<input type="checkbox"/>	Invscos EQV EmrgMktAllCp R5	GTDA	2539	GTDIX	0.08	0.35	0.00	1.08
<input type="checkbox"/>	Invscos EQV Euro Eq Y	ANTA	3722	AEDYX	0.08	0.25	0.00	1.12
<input type="checkbox"/>	Invscos EQV Intl Eq R5	BXSA	4395	AIEVX	0.08	0.35	0.00	0.90
<input type="checkbox"/>	Invscos Enrgy R5	BRFA	4252	IENIX	0.08	0.35	0.00	0.89
<input type="checkbox"/>	Invscos Eq Inc R5	AOCA	3729	ACEKX	0.08	0.20	0.00	0.49
<input type="checkbox"/>	Invscos Eq Wgt S P 500 Y	BVSA	4344	VADDX	0.08	0.25	0.00	0.28

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Invsco FdmntlAltrntv Y	BLIA	4122	QOPYX	0.08	0.25	0.00	1.12
<input type="checkbox"/>	Invsco Flotng Rt ESG R5	CLJA	4705	AFRIX	0.08	0.35	0.00	0.80
<input type="checkbox"/>	Invsco Gbl Alloc Y	AYKA	3843	QGRYX	0.08	0.25	0.00	1.13
<input type="checkbox"/>	Invsco Gbl Oppr R5	HAFA	7293	GOFFX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	Invsco Gbl Oppr R6	HAHA	7294	OGIIX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	Invsco Gbl Oppr Y	OGIA	2610	OGIYX	0.08	0.25	0.00	0.87
<input type="checkbox"/>	Invsco Gbl RealEst R5	BXPA	4392	IGREX	0.08	0.35	0.00	0.99
<input type="checkbox"/>	Invsco Gbl Y	OGLA	2609	OGLYX	0.08	0.25	0.00	0.81
<input type="checkbox"/>	Invsco GblStrat Inc Y	OSYA	2764	OSIYX	0.08	0.25	0.00	0.88
<input type="checkbox"/>	Invsco GoldSpecMnrls Y	AYLA	3844	OGMYX	0.08	0.25	0.00	0.82
<input type="checkbox"/>	Invsco Gr Inc R5	AOEA	3731	ACGQX	0.08	0.20	0.00	0.48
<input type="checkbox"/>	Invsco Hi Yld R5	AHIA	2540	AHIYX	0.08	0.35	0.00	0.72
<input type="checkbox"/>	Invsco Hlth Care Y	ANVA	3724	GGHYX	0.08	0.25	0.00	0.79
<input type="checkbox"/>	Invsco Inc Alloc R5	ILAA	2541	ILAAX	0.08	0.20	0.00	0.58
<input type="checkbox"/>	Invsco Inc R5	AGOA	2546	AGOIX	0.08	0.20	0.00	0.63
<input type="checkbox"/>	Invsco Intl Bd Y	OIBA	2611	OIBYX	0.08	0.25	0.00	0.86
<input type="checkbox"/>	Invsco Intl Divrs Y	BVZA	4351	OIDYX	0.08	0.25	0.00	0.96
<input type="checkbox"/>	Invsco Mn St MdCap Y	POPA	1431	OPMYX	0.08	0.25	0.00	0.82
<input type="checkbox"/>	Invsco Mn St Sel Y	BLHA	4121	OMSYX	0.08	0.25	0.00	0.82
<input type="checkbox"/>	Invsco Mn St SmCap Y	DNTA	5322	OSCYX	0.08	0.25	0.00	0.86
<input type="checkbox"/>	Invsco Mn St Y	MGYA	2613	MIGYX	0.08	0.25	0.00	0.57
<input type="checkbox"/>	Invsco Multi-Asst Inc Y	FZKA	6688	PIYFX	0.08	0.25	0.00	0.66
<input type="checkbox"/>	Invsco Nasdaq 100 Indx R6	GJSA	6913	IVNQX	0.08	0.00	0.08	1.71
<input type="checkbox"/>	Invsco Opp Intl Gr Y	OIGA	2612	OIGYX	0.08	0.25	0.00	0.83
<input type="checkbox"/>	Invsco Qulty Inc Y	FZVA	6699	VUSIX	0.08	0.25	0.00	0.61
<input type="checkbox"/>	Invsco RealEst R6	EDKA	5670	IARFX	0.08	0.00	0.08	0.81
<input type="checkbox"/>	Invsco Ris Divd Y	BWBA	4352	OYRDX	0.08	0.25	0.00	0.71
<input type="checkbox"/>	Invsco ST Bd R5	ISTA	2544	ISTBX	0.08	0.20	0.00	0.46
<input type="checkbox"/>	Invsco Sel Rsk Hi Gr Inv Y	OYAA	2614	OYAIX	0.08	0.25	0.00	0.65
<input type="checkbox"/>	Invsco ShrtDurlnflPrct R5	SHTA	2519	ALMIX	0.08	0.20	0.00	0.30
<input type="checkbox"/>	Invsco SmCap Eq R5	SMEA	2545	SMEIX	0.08	0.35	0.00	0.87
<input type="checkbox"/>	Invsco SmCap Eq R6	GJTA	6914	SMEFX	0.08	0.00	0.08	0.80

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Invsco SmCap Val Y	HBDA	2907	VSMIX	0.08	0.25	0.00	0.85
<input type="checkbox"/>	Invsco Snr Flotng Rt Y	CIRA	4645	OOSYX	0.08	0.25	0.00	0.80
<input type="checkbox"/>	Invsco StlpthMLP Inc Y	CLUA	4712	MLPZX	0.08	0.25	0.00	4.66
<input type="checkbox"/>	Invsco StlpthMLPAlph Y	CNSA	4756	MLPOX	0.08	0.25	0.00	2.22
<input type="checkbox"/>	Invsco StlpthMLPSI40 Y	CLYA	4714	MLPTX	0.08	0.25	0.00	2.91
<input type="checkbox"/>	Invsco Val Opp Y	GVUA	7181	VVOIX	0.08	0.25	0.00	0.84
<input type="checkbox"/>	InvscoStlpMLPAlphPls Y	CWBA	4955	MLPNX	0.08	0.25	0.00	2.39
<input type="checkbox"/>	Invscor Cor Bd Y	CVZA	4953	OPBYX	0.08	0.25	0.00	0.55
<input type="checkbox"/>	JOHCM Emrg Mkt Oppr Adv	DQVA	5379	JOEIX	0.08	0.10	0.00	1.11
<input type="checkbox"/>	JOHCM Intl Sel Inst	DQWA	5380	JOHIX	0.08	0.00	0.08	0.98
<input type="checkbox"/>	JPM Cor Bd R6	AQFA	3762	JCBUX	0.08	0.00	0.08	0.35
<input type="checkbox"/>	JPM Cor Pls Bd I	FZXA	6701	HLIPX	0.08	0.25	0.00	0.64
<input type="checkbox"/>	JPM Cor Pls Bd R5	DSRA	5415	JCPYX	0.08	0.10	0.00	0.49
<input type="checkbox"/>	JPM Cor Pls Bd R6	AQHA	3763	JCPUX	0.08	0.00	0.08	0.39
<input type="checkbox"/>	JPM Devl Intl Val R5	DSZA	5419	JPVRX	0.08	0.10	0.00	0.83
<input type="checkbox"/>	JPM Emrg Mkt Eq R6	EAHA	5594	JEMWX	0.08	0.00	0.08	0.81
<input type="checkbox"/>	JPM Eq Inc R5	EAIA	5595	OIERX	0.08	0.10	0.00	0.55
<input type="checkbox"/>	JPM Govt Bd R6	EAJA	5596	OGGYX	0.08	0.00	0.08	0.40
<input type="checkbox"/>	JPM Gr Advtg R6	EAKA	5597	JGVVX	0.08	0.00	0.08	0.64
<input type="checkbox"/>	JPM Hdg Eq R6	EFZA	5735	JHQRX	0.08	0.00	0.08	0.33
<input type="checkbox"/>	JPM Hdg Eq Sel	DSYA	5418	JHEQX	0.08	0.25	0.00	0.58
<input type="checkbox"/>	JPM Hi Yld R6	AQMA	3767	JHYUX	0.08	0.00	0.08	0.60
<input type="checkbox"/>	JPM Intl Eq R6	EAMA	5598	JNEMX	0.08	0.00	0.08	0.61
<input type="checkbox"/>	JPM Intrepid Gr R5	AQTA	3771	JGIRX	0.08	0.10	0.00	0.50
<input type="checkbox"/>	JPM LgCap Gr R6	BUJA	4313	JLGMX	0.08	0.00	0.08	0.51
<input type="checkbox"/>	JPM LgCap Val R5	CEEA	4546	JLVRX	0.08	0.10	0.00	0.61
<input type="checkbox"/>	JPM MdCap Gr R5	EAPA	5601	JMGFX	0.08	0.10	0.00	0.85
<input type="checkbox"/>	JPM MdCap Val R6	EAQA	5602	JMVYX	0.08	0.00	0.08	0.73
<input type="checkbox"/>	JPM Mrtg Bckd Sec R6	CFSA	4579	JMBUX	0.08	0.00	0.08	0.36
<input type="checkbox"/>	JPM SMID Cap Eq R6	EANA	5599	WOOSX	0.08	0.00	0.08	0.70
<input type="checkbox"/>	JPM Shrt Dur Bd R6	ASWA	3778	JSDUX	0.08	0.00	0.08	0.33
<input type="checkbox"/>	JPM SmCap Eq R5	CRTA	4854	JSERX	0.08	0.10	0.00	0.84

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	JPM SmCap Eq R6	EYYA	6165	VSENX	0.08	0.00	0.08	0.75
<input type="checkbox"/>	JPM SmCap Val R6	ATYA	3779	JSVUX	0.08	0.00	0.08	0.76
<input type="checkbox"/>	JPM SmartRet 2020 R6	EAUA	5605	JTTYX	0.08	0.00	0.08	0.39
<input type="checkbox"/>	JPM SmartRet 2025 R6	EAVA	5606	JNSYX	0.08	0.00	0.08	0.39
<input type="checkbox"/>	JPM SmartRet 2030 R6	EAWA	5607	JSMYX	0.08	0.00	0.08	0.40
<input type="checkbox"/>	JPM SmartRet 2035 R6	EAXA	5608	SRJYX	0.08	0.00	0.08	0.42
<input type="checkbox"/>	JPM SmartRet 2040 R6	EAYA	5609	SMTYX	0.08	0.00	0.08	0.43
<input type="checkbox"/>	JPM SmartRet 2045 R6	EAZA	5610	JSAYX	0.08	0.00	0.08	0.44
<input type="checkbox"/>	JPM SmartRet 2050 R6	EBAA	5611	JTSYX	0.08	0.00	0.08	0.44
<input type="checkbox"/>	JPM SmartRet 2055 R6	EBBA	5612	JFFYX	0.08	0.00	0.08	0.45
<input type="checkbox"/>	JPM SmartRet 2060 R6	EBDA	5613	JAKYX	0.08	0.00	0.08	0.50
<input type="checkbox"/>	JPM SmartRet 2065 R6	GWZA	7211	JSMOX	0.08	0.00	0.08	0.62
<input type="checkbox"/>	JPM SmartRet Inc R6	EDYA	5683	JSIYX	0.08	0.00	0.08	0.38
<input type="checkbox"/>	JPM Strat Inc Oppr R5	AUNA	3790	JSORX	0.08	0.10	0.00	0.77
<input type="checkbox"/>	JPM Ttl Rtn R5	CRUA	4855	JMTRX	0.08	0.10	0.00	0.70
<input type="checkbox"/>	JPM UM BehVal Fd R6	EGBA	5736	UBVFX	0.08	0.00	0.08	0.85
<input type="checkbox"/>	JPM US ApldDataScncVal R5	AQWA	3774	JIVRX	0.08	0.10	0.00	0.57
<input type="checkbox"/>	JPM US Eq R5	AUOA	3791	JUSRX	0.08	0.10	0.00	0.57
<input type="checkbox"/>	JPM US Eq R6	EGCA	5737	JUEMX	0.08	0.00	0.08	0.47
<input type="checkbox"/>	JPM US LgCap Cor Pls R5	AUPA	3792	JCPRX	0.08	0.10	0.00	1.60
<input type="checkbox"/>	JPM US Sm Co R6	EGDA	5738	JUSMX	0.08	0.00	0.08	0.72
<input type="checkbox"/>	JPM US Val R6	GZBA	7265	VGINX	0.08	0.00	0.08	0.51
<input type="checkbox"/>	JPM USTrsryPls MnyMkt Mrgn	HAJA	7295	MJTXX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	JPM USTrsryPls MnyMkt Prmr	HAKA	7296	PJTXX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	JPM Val Advtg R6	EBHA	5617	JVAYX	0.08	0.00	0.08	0.64
<input type="checkbox"/>	JPMorgan USRsrchEnhcdEq R6	CXYA	5002	JDEUX	0.08	0.00	0.08	0.34
<input type="checkbox"/>	James Bal Gldn Rnbw Inst	DKMA	5254	GLRIX	0.08	0.10	0.00	0.96
<input type="checkbox"/>	JnHnck Bal I	BIXA	4063	SVBIX	0.08	0.10	0.00	0.74
<input type="checkbox"/>	JnHnck Bd I	DPJA	5351	JHBIX	0.08	0.10	0.00	0.46
<input type="checkbox"/>	JnHnck Dscpid Val I	DPLA	5352	JVLIX	0.08	0.10	0.00	0.77
<input type="checkbox"/>	JnHnck Dscpid Val Intl I	DPNA	5353	JDVIX	0.08	0.10	0.00	0.89
<input type="checkbox"/>	JnHnck Dscpld Val MdCap R6	FHKA	6310	JVMRX	0.08	0.00	0.08	0.76

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	JnHnck FdmntlLgCap Cor I	BIZA	4065	JLVIX	0.08	0.10	0.00	0.77
<input type="checkbox"/>	JnHnck Flotng Rt Inc Inst	CLKA	4706	JFIIX	0.08	0.10	0.00	0.86
<input type="checkbox"/>	JnHnck Hi Yld I	DOAA	5327	JYHIX	0.08	0.10	0.00	0.66
<input type="checkbox"/>	JnHnck III US Gr I	DHUA	5195	JSGIX	0.08	0.10	0.00	0.74
<input type="checkbox"/>	JnHnck Inc I	BJCA	4068	JSTIX	0.08	0.10	0.00	0.51
<input type="checkbox"/>	JnHnck Intl Gr I	DPQA	5354	GOGIX	0.08	0.10	0.00	1.00
<input type="checkbox"/>	JnHnck US Gbl Ldrs Gr I	BJDA	4069	USLIX	0.08	0.10	0.00	0.89
<input type="checkbox"/>	JnsHndrsn AbsRtnIncOppr N	DDQA	5127	JUCNX	0.08	0.00	0.08	1.30
<input type="checkbox"/>	JnsHndrsn AdptRskMgdUSEq I	CXQA	4994	JRSIX	0.08	0.00	0.08	0.72
<input type="checkbox"/>	JnsHndrsn AdptRskMgdUSEq N	DVPA	5483	JRSNX	0.08	0.00	0.08	0.55
<input type="checkbox"/>	JnsHndrsn Bal N	DDLA	5122	JABNX	0.08	0.00	0.08	0.57
<input type="checkbox"/>	JnsHndrsn Contra I	CUFA	4913	JCONX	0.08	0.00	0.08	0.83
<input type="checkbox"/>	JnsHndrsn Contra N	ENOA	5906	JCNNX	0.08	0.00	0.08	0.73
<input type="checkbox"/>	JnsHndrsn Devl Wid Bd N	GJVA	6916	HFARX	0.08	0.00	0.08	0.55
<input type="checkbox"/>	JnsHndrsn Entrp I	APKA	3754	JMGRX	0.08	0.00	0.08	0.76
<input type="checkbox"/>	JnsHndrsn Entrp N	DDMA	5123	JDMNX	0.08	0.00	0.08	0.66
<input type="checkbox"/>	JnsHndrsn Flex Bd N	DDNA	5124	JDFNX	0.08	0.00	0.08	0.43
<input type="checkbox"/>	JnsHndrsn Frty N	DDOA	5125	JFRNX	0.08	0.00	0.08	0.57
<input type="checkbox"/>	JnsHndrsn Frty T	DVOA	5482	JACTX	0.08	0.25	0.00	0.81
<input type="checkbox"/>	JnsHndrsn Gbl Lf Scnc I	CUGA	4914	JFNIX	0.08	0.00	0.08	0.76
<input type="checkbox"/>	JnsHndrsn Gbl Lf Scnc N	ENPA	5907	JFNNX	0.08	0.00	0.08	0.67
<input type="checkbox"/>	JnsHndrsn Gbl Rsrch I	YJWA	2672	JWWFX	0.08	0.00	0.08	0.68
<input type="checkbox"/>	JnsHndrsn Gbl Rsrch N	ENQA	5908	JDWNX	0.08	0.00	0.08	0.62
<input type="checkbox"/>	JnsHndrsn GblTech Innov N	DSQA	5414	JATNX	0.08	0.00	0.08	0.67
<input type="checkbox"/>	JnsHndrsn Gr Inc I	APZA	3757	JGINX	0.08	0.00	0.08	0.70
<input type="checkbox"/>	JnsHndrsn Gr Inc N	ENRA	5909	JDNNX	0.08	0.00	0.08	0.63
<input type="checkbox"/>	JnsHndrsn Hi Yld N	DILA	5207	JHYNX	0.08	0.00	0.08	0.63
<input type="checkbox"/>	JnsHndrsn Mult Sctr Inc N	EXOA	6130	JMTNX	0.08	0.00	0.08	0.59
<input type="checkbox"/>	JnsHndrsn Ovrseas N	DDRA	5128	JDINX	0.08	0.00	0.08	0.81
<input type="checkbox"/>	JnsHndrsn Rsrch N	DDTA	5129	JRANX	0.08	0.00	0.08	0.52
<input type="checkbox"/>	JnsHndrsn SmCap Val N	DGJA	5171	JDSNX	0.08	0.00	0.08	0.60
<input type="checkbox"/>	JnsHndrsn Triton N	DDUA	5130	JGMNX	0.08	0.00	0.08	0.66

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	JnsHndrsn Vntr N	DDVA	5131	JVTNX	0.08	0.00	0.08	0.67
<input type="checkbox"/>	KnghsCbus Cor Bd I	FBQA	6213	KCCIX	0.08	0.00	0.08	0.66
<input type="checkbox"/>	KnghsCbus Intl Eq I	FBRA	6214	KCIIX	0.08	0.00	0.08	1.16
<input type="checkbox"/>	KnghsCbus LgCap Gr I	FBSA	6215	KCGIX	0.08	0.00	0.08	0.90
<input type="checkbox"/>	KnghsCbus LgCap Val I	FBTA	6216	KCVIX	0.08	0.00	0.08	0.90
<input type="checkbox"/>	KnghsCbus Ltd Dur I	FBUA	6217	KCLIX	0.08	0.00	0.08	0.66
<input type="checkbox"/>	KnghsCbus SmCap I	FBVA	6218	KCSIX	0.08	0.00	0.08	1.05
<input type="checkbox"/>	LSV SmCap Val Inst	EBJA	5619	LSVQX	0.08	0.00	0.08	0.83
<input type="checkbox"/>	LSV Val Eq Inst	EBKA	5620	LSVEX	0.08	0.00	0.08	0.66
<input type="checkbox"/>	Lazard EmrgMktEq Adv Inst	GZCA	7266	LEAIX	0.08	0.00	0.08	1.11
<input type="checkbox"/>	Lazard Gbl ListdInfr Inst	COQA	4778	GLIFX	0.08	0.00	0.08	0.97
<input type="checkbox"/>	Lazard Intl Eq Inst	CORA	4779	LZIEX	0.08	0.00	0.08	0.83
<input type="checkbox"/>	Lazard Intl Eq Sel Inst	BJEA	4070	LZSIX	0.08	0.00	0.08	0.96
<input type="checkbox"/>	Lazard Intl SmCap Eq Inst	BJFA	4071	LZISX	0.08	0.00	0.08	1.72
<input type="checkbox"/>	Lazard Intl Strat Eq Inst	BJGA	4072	LISIX	0.08	0.00	0.08	0.81
<input type="checkbox"/>	Lazard US SmCapEqSel Inst	BJIA	4074	LZSCX	0.08	0.00	0.08	1.05
<input type="checkbox"/>	Lazard US Strat Eq Inst	BJJA	4075	LZUSX	0.08	0.00	0.08	0.81
<input type="checkbox"/>	LeggM BW Corp Cr IS	FTAA	6537	BGISX	0.08	0.00	0.08	0.50
<input type="checkbox"/>	LeggM BW Gbl Hi Yld I	GUDA	7143	BGHIX	0.08	0.15	0.00	0.68
<input type="checkbox"/>	LeggM BW Gbl Oppr Bd Inst	CAAA	4453	GOBIX	0.08	0.15	0.00	0.67
<input type="checkbox"/>	LeggM ClrBrdg Aggr Gr I	CABA	4454	SAGYX	0.08	0.15	0.00	0.81
<input type="checkbox"/>	LeggM ClrBrdg App I	SAPA	2695	SAPYX	0.08	0.18	0.00	0.64
<input type="checkbox"/>	LeggM ClrBrdg Divd Strat I	BJMA	4078	SOPYX	0.08	0.15	0.00	0.74
<input type="checkbox"/>	LeggM ClrBrdg Intl Gr I	LMXA	1527	LMGNX	0.08	0.15	0.00	0.79
<input type="checkbox"/>	LeggM ClrBrdg Intl Val I	COCA	4766	SBIYX	0.08	0.15	0.00	0.97
<input type="checkbox"/>	LeggM ClrBrdg LgCap Gr I	BJOA	4080	SBLIX	0.08	0.15	0.00	0.73
<input type="checkbox"/>	LeggM ClrBrdg MdCap Cor I	SBYA	2694	SMBYX	0.08	0.15	0.00	0.87
<input type="checkbox"/>	LeggM ClrBrdg MdCap Cor IS	BJPA	4081	LSIRX	0.08	0.00	0.08	0.77
<input type="checkbox"/>	LeggM ClrBrdg MdCap Gr I	CKLA	4689	LBGIX	0.08	0.15	0.00	1.02
<input type="checkbox"/>	LeggM ClrBrdg Sel I	GCNA	6755	LBFIX	0.08	0.15	0.00	1.12
<input type="checkbox"/>	LeggM ClrBrdg SmCap Gr I	LSPA	2286	SBPYX	0.08	0.15	0.00	0.90
<input type="checkbox"/>	LeggM ClrBrdg SmCap Val I	LSMA	2287	SMCYX	0.08	0.15	0.00	1.07

FUND SELECTION SCHEDULE

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Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	LeggM ClrBrdgInvLgCapVal I	AIFA	2698	SAIFX	0.08	0.15	0.00	0.62
<input type="checkbox"/>	LeggM ClrBrdgSpclnvmnt Tr I	LMSA	1526	LMNSX	0.08	0.15	0.00	0.85
<input type="checkbox"/>	LeggM FnklN Intl Eq Inst	LGEA	1529	LGIEX	0.08	0.15	0.00	0.99
<input type="checkbox"/>	LeggM WstrAs Cor Bd I	WTXA	2166	WATFX	0.08	0.15	0.00	0.54
<input type="checkbox"/>	LeggM WstrAs Cor Bd IS	BNOA	4165	WAC SX	0.08	0.00	0.08	0.42
<input type="checkbox"/>	LeggM WstrAs CorPlsBd I	WAPA	1451	WACPX	0.08	0.15	0.00	0.53
<input type="checkbox"/>	LeggM WstrAs CorPlsBd IS	GAPA	6716	WAPSX	0.08	0.00	0.08	0.42
<input type="checkbox"/>	LeggM WstrAs Hi Yld I	WAYA	2167	WAHYX	0.08	0.15	0.00	0.83
<input type="checkbox"/>	LeggM WstrAs Inc I	BJTA	4085	SDSYX	0.08	0.15	0.00	0.65
<input type="checkbox"/>	LeggM WstrAs Inc IS	GAQA	6717	WAGIX	0.08	0.00	0.08	0.54
<input type="checkbox"/>	LeggM WstrAs InfndPlsBd I	WIXA	1531	WAIIX	0.08	0.15	0.00	0.56
<input type="checkbox"/>	LeggM WstrAs MrtgTtlRtn I	LSGA	2285	SGSYX	0.08	0.15	0.00	0.65
<input type="checkbox"/>	LeggM WstrAs ST Bd IS	CBEA	4474	LWSTX	0.08	0.00	0.08	0.42
<input type="checkbox"/>	LeggM WstrAs ShtDurHilnc I	CNKA	4748	SHIYX	0.08	0.15	0.00	0.73
<input type="checkbox"/>	LeggMWstrAsTIRtUncnst Inst	CEAA	4542	WAARX	0.08	0.15	0.00	0.80
<input type="checkbox"/>	Loomis Bd Inst	LSBA	1401	LSBDX	0.08	0.20	0.00	0.68
<input type="checkbox"/>	Loomis Bd N	FHNA	6313	LSBNX	0.08	0.00	0.08	0.60
<input type="checkbox"/>	Loomis Cor Pls Bd Y	CVUA	4948	NERYX	0.08	0.20	0.00	0.49
<input type="checkbox"/>	Loomis Gbl Alloc Y	DBHA	5075	LSWWX	0.08	0.25	0.00	0.89
<input type="checkbox"/>	Loomis Gbl Bd Inst	LBGA	2598	LSGBX	0.08	0.20	0.00	0.75
<input type="checkbox"/>	Loomis Gr Y	CYVA	5025	LSGRX	0.08	0.25	0.00	0.65
<input type="checkbox"/>	Loomis Infl Prtct Sec I	GVPA	7176	LSGSX	0.08	0.00	0.08	0.49
<input type="checkbox"/>	Loomis Intmd Dur Bd Y	GJZA	6920	LSDIX	0.08	0.15	0.00	0.44
<input type="checkbox"/>	Loomis LtdTrm Govt Agency Y	CGJA	4591	NELYX	0.08	0.20	0.00	0.48
<input type="checkbox"/>	Loomis SmCap Val N	FHOA	6314	LSCNX	0.08	0.00	0.08	0.84
<input type="checkbox"/>	LrdAbt Afld R5	DDWA	5132	LAFTX	0.08	0.15	0.00	0.47
<input type="checkbox"/>	LrdAbt Alpha Strat R5	DDXA	5133	ALFTX	0.08	0.15	0.00	1.22
<input type="checkbox"/>	LrdAbt Bd Dbntr R5	DDYA	5134	LBNTX	0.08	0.15	0.00	0.58
<input type="checkbox"/>	LrdAbt Conv R5	DECA	5138	LCFTX	0.08	0.15	0.00	0.87
<input type="checkbox"/>	LrdAbt Cor Fxd Inc I	BJZA	4091	LCRYX	0.08	0.10	0.00	0.37
<input type="checkbox"/>	LrdAbt Cor Fxd Inc R5	DEDA	5139	LCRTX	0.08	0.15	0.00	0.37
<input type="checkbox"/>	LrdAbt Cor Pls Bd R6	GQRA	7072	LAPWX	0.08	0.00	0.08	0.41

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	LrdAbt Devl Gr R6	FTXA	6557	LADVX	0.08	0.00	0.08	0.59
<input type="checkbox"/>	LrdAbt Divd Gr R5	DDZA	5135	LAMTX	0.08	0.15	0.00	0.67
<input type="checkbox"/>	LrdAbt Divd Gr R6	GJWA	6917	LAMHX	0.08	0.00	0.08	0.60
<input type="checkbox"/>	LrdAbt Emrg Mkt Bd R5	DEJA	5143	LDMTX	0.08	0.15	0.00	0.75
<input type="checkbox"/>	LrdAbt Emrg Mkt Corp Db R5	DEIA	5142	LCDTX	0.08	0.15	0.00	1.24
<input type="checkbox"/>	LrdAbt Fdmntl Eq R5	DEOA	5146	LAVTX	0.08	0.15	0.00	0.71
<input type="checkbox"/>	LrdAbt Flotng Rt R5	DENA	5145	LRRTX	0.08	0.15	0.00	0.60
<input type="checkbox"/>	LrdAbt Gr Ldrs R5	DEPA	5147	LGLUX	0.08	0.15	0.00	0.66
<input type="checkbox"/>	LrdAbt Gr Oppr R5	DEQA	5148	LGOTX	0.08	0.15	0.00	0.84
<input type="checkbox"/>	LrdAbt Hi Yld R5	DERA	5149	LHYTX	0.08	0.15	0.00	0.70
<input type="checkbox"/>	LrdAbt Inc R5	DESA	5150	LAUTX	0.08	0.15	0.00	0.55
<input type="checkbox"/>	LrdAbt Infl Focs R5	DEUA	5151	LIFTX	0.08	0.15	0.00	0.47
<input type="checkbox"/>	LrdAbt Intl Oppr R5	DEVA	5152	LINTX	0.08	0.15	0.00	1.01
<input type="checkbox"/>	LrdAbt MdCap Stk R5	DEWA	5153	LMCTX	0.08	0.15	0.00	0.76
<input type="checkbox"/>	LrdAbt Mult Asst Inc R5	DFBA	5157	LIXTX	0.08	0.15	0.00	0.86
<input type="checkbox"/>	LrdAbt MultAsst BalOppr R5	DEXA	5154	BLATX	0.08	0.15	0.00	0.93
<input type="checkbox"/>	LrdAbt Shrt Dur Inc R5	DFDA	5158	LDLTX	0.08	0.15	0.00	0.38
<input type="checkbox"/>	LrdAbt SmCap Val R5	DFHA	5159	LRSTX	0.08	0.15	0.00	0.98
<input type="checkbox"/>	LrdAbt SmCap Val R6	GZDA	7267	LRSVX	0.08	0.00	0.08	0.88
<input type="checkbox"/>	LrdAbt Ttl Rtn R5	DFJA	5160	LTRTX	0.08	0.15	0.00	0.45
<input type="checkbox"/>	LrdAbt Ttl Rtn R6	GZEA	7268	LTRHX	0.08	0.00	0.08	0.35
<input type="checkbox"/>	LrdAbt Val Oppr R5	DFKA	5161	LVOTX	0.08	0.15	0.00	0.91
<input type="checkbox"/>	Luthld Cor Invmt Rtl	CJMA	4664	LCORX	0.08	0.15	0.00	1.38
<input type="checkbox"/>	M&P Bal Inv	GAVA	6719	MAPOX	0.08	0.00	0.08	0.69
<input type="checkbox"/>	M&P Gr Inv	GAWA	6720	MPGFX	0.08	0.02	0.06	0.61
<input type="checkbox"/>	MFS Aggr Gr Alloc R4	FPOA	6474	MAALX	0.08	0.10	0.00	0.78
<input type="checkbox"/>	MFS Blnd Rsrch Cor Eq R4	MUEA	2599	MUEUX	0.08	0.10	0.00	0.56
<input type="checkbox"/>	MFS Cnsrv Alloc R4	FPPA	6475	MACJX	0.08	0.10	0.00	0.59
<input type="checkbox"/>	MFS Cor Eq R4	AUYA	3797	MRGJX	0.08	0.10	0.00	0.67
<input type="checkbox"/>	MFS Corp Bd R6	FHQA	6316	MFBKX	0.08	0.00	0.08	0.43
<input type="checkbox"/>	MFS Divrs Inc R4	AUZA	3798	DIFGX	0.08	0.10	0.00	0.70
<input type="checkbox"/>	MFS Emrg Mkt Db R4	BVWA	4348	MEDGX	0.08	0.10	0.00	0.81

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	MFS Gbl Eq R6	FHRA	6317	MWEMX	0.08	0.00	0.08	0.82
<input type="checkbox"/>	MFS Gbl Gr R4	AVCA	3799	MWOJX	0.08	0.10	0.00	1.08
<input type="checkbox"/>	MFS Gbl Hi Yld R4	MHOA	2600	MHOUX	0.08	0.10	0.00	0.96
<input type="checkbox"/>	MFS Gbl Oppr Bd R6	GUJA	7148	MGBOX	0.08	0.00	0.08	0.61
<input type="checkbox"/>	MFS Gbl Ttl Rtn R4	AVHA	3800	MFWJX	0.08	0.10	0.00	0.93
<input type="checkbox"/>	MFS Gbl Ttl Rtn R6	HALA	7297	MFWLX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	MFS Gr Alloc R4	FPQA	6476	MAGJX	0.08	0.10	0.00	0.72
<input type="checkbox"/>	MFS Gr R4	AVIA	3801	MFEJX	0.08	0.10	0.00	0.60
<input type="checkbox"/>	MFS Gr R6	DTIA	5427	MFEKX	0.08	0.00	0.08	0.51
<input type="checkbox"/>	MFS Inc R6	FYMA	6664	MFIWX	0.08	0.00	0.08	0.60
<input type="checkbox"/>	MFS Intl Divrs R6	FHSA	6318	MDIZX	0.08	0.00	0.08	0.74
<input type="checkbox"/>	MFS Intl Gr R6	EXPA	6131	MGRDX	0.08	0.00	0.08	0.72
<input type="checkbox"/>	MFS Intl Intrinsic Val R6	FHTA	6319	MINJX	0.08	0.00	0.08	0.68
<input type="checkbox"/>	MFS Lftm 2065 R6	GXAA	7212	LFTNX	0.08	0.00	0.08	8.65
<input type="checkbox"/>	MFS Mass Inv Gr Stk R6	EBLA	5621	MIGNX	0.08	0.00	0.08	0.37
<input type="checkbox"/>	MFS Mass Inv Tr R4	MTDA	2399	MITDX	0.08	0.10	0.00	0.45
<input type="checkbox"/>	MFS MdCap Gr R6	DTJA	5428	OTCKX	0.08	0.00	0.08	0.67
<input type="checkbox"/>	MFS MdCap Val R6	DJJA	5227	MVCKX	0.08	0.00	0.08	0.63
<input type="checkbox"/>	MFS Mod Alloc R4	FPSA	6477	MAMJX	0.08	0.10	0.00	0.65
<input type="checkbox"/>	MFS New Disc R6	FHVA	6321	MNDKX	0.08	0.00	0.08	0.89
<input type="checkbox"/>	MFS Rsrch Intl R6	FHWA	6322	MRSKX	0.08	0.00	0.08	0.65
<input type="checkbox"/>	MFS Rsrch R4	MFRA	2602	MFRJX	0.08	0.10	0.00	0.54
<input type="checkbox"/>	MFS Tech R6	GZGA	7270	MTCLX	0.08	0.00	0.08	0.79
<input type="checkbox"/>	MFS Ttl Rtn Bd R6	EYXA	6164	MRBKX	0.08	0.00	0.08	0.43
<input type="checkbox"/>	MFS Ttl Rtn R4	MSFA	2400	MSFJX	0.08	0.10	0.00	0.47
<input type="checkbox"/>	MFS Ttl Rtn R6	GJXA	6918	MSFKX	0.08	0.00	0.08	0.39
<input type="checkbox"/>	MFS Util R4	MMUA	2710	MMUJX	0.08	0.10	0.00	0.76
<input type="checkbox"/>	MFS Val R6	DJKA	5228	MEIKX	0.08	0.00	0.08	0.44
<input type="checkbox"/>	MS Insight I	FHXA	6323	CPODX	0.08	0.00	0.08	0.90
<input type="checkbox"/>	MSIF Advtg I	GEXA	6812	MPAIX	0.08	0.00	0.08	0.97
<input type="checkbox"/>	MSIF Asia Oppr I	GEYA	6813	MSAQX	0.08	0.00	0.08	1.17
<input type="checkbox"/>	MSIF Devl Oppr I	GEWA	6811	MDOEX	0.08	0.00	0.08	1.45

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	MSIF Disc I	MCGA	2512	MPEGX	0.08	0.00	0.08	0.77
<input type="checkbox"/>	MSIF Emrg Mkt Eq I	CITA	4646	MGEMX	0.08	0.00	0.08	1.07
<input type="checkbox"/>	MSIF Gbl Fxd Inc Oppr I	CIZA	4651	DINDX	0.08	0.00	0.08	0.56
<input type="checkbox"/>	MSIF Gbl Oppr I	DCOA	5101	MGGIX	0.08	0.00	0.08	0.95
<input type="checkbox"/>	MSIF Incptn I	CIUA	4647	MSSGX	0.08	0.00	0.08	1.41
<input type="checkbox"/>	MSIF Inst Gbl Strat I	CIWA	4648	MPBAX	0.08	0.00	0.08	0.84
<input type="checkbox"/>	MSIF Inst Gr I	CIXA	4649	MSEQX	0.08	0.00	0.08	0.64
<input type="checkbox"/>	MSIF Inst Intl Eq I	CIYA	4650	MSIQX	0.08	0.00	0.08	1.03
<input type="checkbox"/>	MSIF Intl Advtg I	GCOA	6756	MFAIX	0.08	0.00	0.08	1.01
<input type="checkbox"/>	MSIF Intl Oppr I	GFAA	6815	MIOIX	0.08	0.00	0.08	1.11
<input type="checkbox"/>	MassMut Blue Chip Gr I	EJSA	5821	MBCZX	0.08	0.00	0.08	0.64
<input type="checkbox"/>	MassMut SmCap Gr Eq I	GZFA	7269	MSGZX	0.08	0.00	0.08	0.87
<input type="checkbox"/>	Medlst MBS Ttl Rtn Inst	EJZA	5828	SEMMX	0.08	0.00	0.08	0.87
<input type="checkbox"/>	Medlst Shrt Dur Inst	EKCA	5829	SEMIX	0.08	0.00	0.08	0.66
<input type="checkbox"/>	Meeder Mrlfd Instl	DQEA	5362	FLMIX	0.08	0.00	0.08	1.03
<input type="checkbox"/>	Meeder Qntx Instl	DQFA	5363	QNTIX	0.08	0.00	0.08	1.45
<input type="checkbox"/>	MetWest Alpha Trak 500	MWAA	1963	MWATX	0.08	0.00	0.08	1.30
<input type="checkbox"/>	MetWest Hi Yld Bd I	MWHA	1964	MWHIX	0.08	0.10	0.00	0.62
<input type="checkbox"/>	MetWest Intmd Bd I	MWIA	1965	MWIIIX	0.08	0.10	0.00	0.50
<input type="checkbox"/>	MetWest Low Dur Bd I	MWLA	1966	MWLIX	0.08	0.10	0.00	0.43
<input type="checkbox"/>	MetWest Ttl Rtn Bd I	MWTA	1968	MWTIX	0.08	0.10	0.00	0.45
<input type="checkbox"/>	MetWest Ttl Rtn Bd M	DQIA	5366	MWTRX	0.08	0.35	0.00	0.67
<input type="checkbox"/>	MetWest Ultra Shrt Bd I	MWUA	1969	MWUIX	0.08	0.10	0.00	0.61
<input type="checkbox"/>	MnNpr Dscpld Val Ser I	CDSA	4534	MNDFX	0.08	0.15	0.00	0.52
<input type="checkbox"/>	MnNpr Hi Yld Bd Ser I	GTOA	7128	MNHAX	0.08	0.15	0.00	0.70
<input type="checkbox"/>	MnNpr Hi Yld Bd Ser Z	GTPA	7129	MHYZX	0.08	0.00	0.08	0.57
<input type="checkbox"/>	MnNpr Ovrseas Ser I	CDTA	4535	EXOSX	0.08	0.00	0.08	0.75
<input type="checkbox"/>	MnNpr Rnier Intl Disc Z	EUNA	6066	RAIRX	0.08	0.00	0.08	1.02
<input type="checkbox"/>	MnNpr Unconstrnd Bd Ser I	DKPA	5257	MNCPX	0.08	0.15	0.00	0.48
<input type="checkbox"/>	MnNpr Unconstrnd Bd Ser S	CDRA	4533	EXCPX	0.08	0.00	0.08	0.73
<input type="checkbox"/>	MnSty Cndriam EmrgMktDb I	BKJA	4101	MGHIX	0.08	0.15	0.00	1.12
<input type="checkbox"/>	MnSty Epch Intl Choice I	BKLA	4103	ICEUX	0.08	0.15	0.00	0.98

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	MnSty Epoch Gbl Eq Yld I	BKIA	4100	EPSYX	0.08	0.15	0.00	0.91
<input type="checkbox"/>	MnSty Epoch US Eq Yld I	DVQA	5484	EPLCX	0.08	0.15	0.00	0.80
<input type="checkbox"/>	MnSty Inc Bldr I	DTHA	5426	MTOIX	0.08	0.15	0.00	0.77
<input type="checkbox"/>	MnSty McKay HiYldCorpBd I	DTFA	5425	MHYIX	0.08	0.15	0.00	0.70
<input type="checkbox"/>	MnSty McKay HiYldCorpBd R6	GVOA	7175	MHYSX	0.08	0.00	0.08	0.57
<input type="checkbox"/>	MnSty McKay Strat Bd I	CULA	4919	MSDIX	0.08	0.15	0.00	0.78
<input type="checkbox"/>	MnSty McKay Ttl Rtn Bd I	CUKA	4918	MTMIX	0.08	0.15	0.00	0.56
<input type="checkbox"/>	MnSty Wnslow LgCap Gr I	BKNA	4105	MLAIX	0.08	0.15	0.00	0.71
<input type="checkbox"/>	Mttws China Inv	GRPA	7093	MCHFX	0.08	0.15	0.00	1.12
<input type="checkbox"/>	Mttws China SmCo	GRQA	7094	MCSMX	0.08	0.15	0.00	1.55
<input type="checkbox"/>	NW Amundi Gbl Hi Yld R6	DFUA	5165	NWXKX	0.08	0.00	0.08	0.89
<input type="checkbox"/>	NW Amundi Strat Inc R6	DFZA	5167	NWXGX	0.08	0.00	0.08	0.73
<input type="checkbox"/>	NW BNYMel CorPlsBd ESG R6	CEXA	4563	NWCIX	0.08	0.00	0.08	0.50
<input type="checkbox"/>	NW BNYMel Dynmc US Cor R6	NGZA	365	MUIGX	0.08	0.20	0.00	0.53
<input type="checkbox"/>	NW BNYMel DynmcUSEqInc R6	FYRA	6669	NWANX	0.08	0.00	0.08	0.71
<input type="checkbox"/>	NW Bailard Cogn Val R6	CGUA	4601	NWHGX	0.08	0.00	0.08	0.97
<input type="checkbox"/>	NW Bailard Int Eq R6	CGXA	4604	NWHMX	0.08	0.00	0.08	0.91
<input type="checkbox"/>	NW BailardTchScnc R6	CHAA	4607	NWHTX	0.08	0.00	0.08	0.91
<input type="checkbox"/>	NW Bd Indx R6	NBXA	1412	GBXIX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	NW Bd Inst Svc	NBZA	370	MUIBX	0.08	0.30	0.00	0.60
<input type="checkbox"/>	NW Bd R6	DTLA	5430	NWIBX	0.08	0.00	0.08	0.52
<input type="checkbox"/>	NW Dest 2025 R6	NWOA	2060	NWHIX	0.08	0.00	0.08	0.42
<input type="checkbox"/>	NW Dest 2030 R6	NWPA	2061	NWIIX	0.08	0.00	0.08	0.41
<input type="checkbox"/>	NW Dest 2035 R6	NWQA	2062	NWLIX	0.08	0.00	0.08	0.40
<input type="checkbox"/>	NW Dest 2040 R6	NWRA	2063	NWMHX	0.08	0.00	0.08	0.39
<input type="checkbox"/>	NW Dest 2045 R6	NWSA	2064	NWNIX	0.08	0.00	0.08	0.39
<input type="checkbox"/>	NW Dest 2050 R6	NWTA	2065	NWOIX	0.08	0.00	0.08	0.38
<input type="checkbox"/>	NW Dest 2055 R6	VBXA	2886	NTDIX	0.08	0.00	0.08	0.38
<input type="checkbox"/>	NW Dest 2060 R6	CVYA	4952	NWWUX	0.08	0.00	0.08	0.38
<input type="checkbox"/>	NW Dest 2065 R6	FYPA	6667	NWASX	0.08	0.00	0.08	0.38
<input type="checkbox"/>	NW Dest Rtrmt R6	NWMA	2058	NWEIX	0.08	0.00	0.08	0.42
<input type="checkbox"/>	NW Fd Inst Svc	NFZA	385	MUIFX	0.08	0.35	0.00	0.68

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	NW GQG US Qulty Eq R6	GNBA	6980	NWAVX	0.08	0.00	0.08	0.76
<input type="checkbox"/>	NW Geneva MdCap Gr R6	CHDA	4610	NWKAX	0.08	0.00	0.08	0.78
<input type="checkbox"/>	NW Geneva MdCapGr Inst Svc	CBZA	4493	NWHYX	0.08	0.25	0.00	0.90
<input type="checkbox"/>	NW Geneva SmCapGr Inst Svc	CCAA	4494	NWKDX	0.08	0.25	0.00	0.95
<input type="checkbox"/>	NW Glbl Sustnbl Eq R6	CCBA	4495	GGEIX	0.08	0.00	0.08	1.14
<input type="checkbox"/>	NW Infl Prtct Sec Inst Svc	EHRA	5772	NWXNX	0.08	0.25	0.00	0.51
<input type="checkbox"/>	NW Infl Prtct Sec R6	EGHA	5741	NIFIX	0.08	0.00	0.08	0.36
<input type="checkbox"/>	NW Intl Indx R6	NIXA	1414	GIXIX	0.08	0.00	0.08	0.33
<input type="checkbox"/>	NW Intl SmCap R6	DTOA	5433	NWXUX	0.08	0.00	0.08	1.03
<input type="checkbox"/>	NW Inv Dest Aggr R6	GIAA	1616	GAIDX	0.08	0.00	0.08	0.50
<input type="checkbox"/>	NW Inv Dest Cnsrv R6	GICA	1617	GIMCX	0.08	0.00	0.08	0.50
<input type="checkbox"/>	NW Inv Dest Mod Aggr R6	GIMA	1619	GMIAX	0.08	0.00	0.08	0.50
<input type="checkbox"/>	NW Inv Dest Mod Cnsrv R6	GIDA	1620	GMIMX	0.08	0.00	0.08	0.51
<input type="checkbox"/>	NW Inv Dest Mod R6	GMFA	1618	GMDIX	0.08	0.00	0.08	0.50
<input type="checkbox"/>	NW JnsHndrsn Ovrseas R6	FICA	6325	NWAHX	0.08	0.00	0.08	0.83
<input type="checkbox"/>	NW Loomis AllCap Gr R6	EBNA	5623	NWZMX	0.08	0.00	0.08	0.88
<input type="checkbox"/>	NW Loomis Cor Bd R6	CHKA	4617	NWJIX	0.08	0.00	0.08	0.48
<input type="checkbox"/>	NW Loomis ST Bd R6	CHUA	4626	NWJUX	0.08	0.00	0.08	0.50
<input type="checkbox"/>	NW MdCap Mkt Indx R6	NCXA	1420	GMXIX	0.08	0.00	0.08	0.28
<input type="checkbox"/>	NW NYSE ArcTch100Indx R6	CIJA	4638	NWJEX	0.08	0.00	0.08	0.31
<input type="checkbox"/>	NW S P 500 Indx R6	NSXA	1623	GRMIX	0.08	0.00	0.08	0.20
<input type="checkbox"/>	NW SmCap Indx R6	NSMA	1697	GMRIX	0.08	0.00	0.08	0.35
<input type="checkbox"/>	NW WCM Focs SmCap R6	CHXA	4629	NWKEX	0.08	0.00	0.08	0.88
<input type="checkbox"/>	Natixis Gateway Y	BHQA	4037	GTEYX	0.08	0.20	0.00	0.71
<input type="checkbox"/>	Natixis Loomis Strat Inc Y	BJUA	4086	NEZYX	0.08	0.20	0.00	0.73
<input type="checkbox"/>	Natixis LoomisInvmtGrdBd Y	LSIA	2391	LSIIX	0.08	0.15	0.00	0.55
<input type="checkbox"/>	NeuBer AbsRtn MultMgr Inst	CIMA	4641	NABIX	0.08	0.10	0.00	2.98
<input type="checkbox"/>	NeuBer Cor Bd Inst	AWJA	3815	NCRLX	0.08	0.10	0.00	0.43
<input type="checkbox"/>	NeuBer Emrg Mkt Eq Inst	AWKA	3816	NEMIX	0.08	0.10	0.00	1.23
<input type="checkbox"/>	NeuBer Eq Inc Inst	AWLA	3817	NBHIX	0.08	0.10	0.00	0.71
<input type="checkbox"/>	NeuBer Genesis Inst	NBBA	2706	NBGIX	0.08	0.10	0.00	0.84
<input type="checkbox"/>	NeuBer Genesis R6	FIYA	6336	NRGSX	0.08	0.00	0.08	0.74

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	NeuBer Hi Inc Bd Inst	AWOA	3819	NHILX	0.08	0.10	0.00	0.71
<input type="checkbox"/>	NeuBer Intl Eq Inst	CZSA	5048	NBIIX	0.08	0.10	0.00	1.00
<input type="checkbox"/>	NeuBer Intl Eq R6	DTPA	5434	NRIQX	0.08	0.00	0.08	0.90
<input type="checkbox"/>	NeuBer Intl Sel Inst	AWQA	3820	NILIX	0.08	0.10	0.00	1.00
<input type="checkbox"/>	NeuBer Intrinsic Val Inst	BRVA	4264	NINLX	0.08	0.10	0.00	1.01
<input type="checkbox"/>	NeuBer LgCap Gr Inst	AWNA	3818	NGDLX	0.08	0.10	0.00	0.68
<input type="checkbox"/>	NeuBer LgCp Val Inst	AWUA	3823	NBPIX	0.08	0.10	0.00	0.61
<input type="checkbox"/>	NeuBer Lng Shrt Inst	CIPA	4643	NLSIX	0.08	0.10	0.00	1.69
<input type="checkbox"/>	NeuBer MdCap Gr Inst	AWTA	3822	NBMLX	0.08	0.10	0.00	0.70
<input type="checkbox"/>	NeuBer MdCap Gr R6	GOHA	7011	NRMGX	0.08	0.00	0.08	0.59
<input type="checkbox"/>	NeuBer MdCapIntrinVal Inst	AWWA	3824	NBRTX	0.08	0.10	0.00	1.28
<input type="checkbox"/>	NeuBer MultCap Oppr Inst	BRYA	4265	NMULX	0.08	0.10	0.00	0.82
<input type="checkbox"/>	NeuBer RealEst Inst	BRZA	4266	NBRIX	0.08	0.10	0.00	1.01
<input type="checkbox"/>	NeuBer Shrt Dur Bd Inst	AWZA	3826	NSHLX	0.08	0.10	0.00	0.60
<input type="checkbox"/>	NeuBer SmCap Gr Inst	FDMA	6249	NBSMX	0.08	0.10	0.00	1.13
<input type="checkbox"/>	NeuBer Strat Inc R6	DTQA	5435	NRSIX	0.08	0.00	0.08	0.51
<input type="checkbox"/>	NeuBer Strat Inc inst	AXNA	3828	NSTLX	0.08	0.10	0.00	0.61
<input type="checkbox"/>	NeuBer Sustnbl Eq Inst	AXDA	3827	NBSLX	0.08	0.10	0.00	0.68
<input type="checkbox"/>	NeuBer Sustnbl Eq R6	FJBA	6337	NRSRX	0.08	0.00	0.08	0.58
<input type="checkbox"/>	NntyOne Emrg MktEq I	GZHA	7271	ZEMIX	0.08	0.00	0.08	1.15
<input type="checkbox"/>	NntyOne Glbl Envir I	GZJA	7273	ZGEIX	0.08	0.00	0.08	1.64
<input type="checkbox"/>	NntyOne Glbl Frnchs I	GZIA	7272	ZGFIX	0.08	0.00	0.08	0.99
<input type="checkbox"/>	NntyOne Intl Frnchs I	GZKA	7274	ZIFIX	0.08	0.00	0.08	11.88
<input type="checkbox"/>	NrthSqr Mult Strat I	AZKA	3861	PORYX	0.08	0.00	0.08	1.28
<input type="checkbox"/>	NrthSqr OakRidge SmCapGr I	AZLA	3862	ORIYX	0.08	0.00	0.08	1.68
<input type="checkbox"/>	NrthSqr Tctcl Gr I	DLFA	5270	ETFOX	0.08	0.00	0.08	1.63
<input type="checkbox"/>	NrthStar SmCap Val Inv	FQOA	6493	WSCVX	0.08	0.00	0.08	1.71
<input type="checkbox"/>	NrthStr Divd I	DQLA	5369	NSDVX	0.08	0.00	0.08	1.46
<input type="checkbox"/>	Nuvn Divd Val I	AXOA	3829	FAQIX	0.08	0.25	0.00	0.75
<input type="checkbox"/>	Nuvn Flex Inc R6	EGPA	5746	NQWFX	0.08	0.00	0.08	0.71
<input type="checkbox"/>	Nuvn Glbl Infr R6	EBOA	5624	FGIWX	0.08	0.00	0.08	1.02
<input type="checkbox"/>	Nuvn Hi Yld Inc I	CFCA	4565	NCOIX	0.08	0.25	0.00	0.80

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Nuvm MdCap Gr Oppr I	BKXA	4115	FISGX	0.08	0.25	0.00	0.98
<input type="checkbox"/>	Nuvm MdCap Val I	AXUA	3831	FSEIX	0.08	0.25	0.00	0.96
<input type="checkbox"/>	Nuvm Prfrd Sec Inc I	FJCA	6338	NPSRX	0.08	0.25	0.00	0.74
<input type="checkbox"/>	Nuvm RealAsst Inc R6	EGQA	5747	NRIFX	0.08	0.00	0.08	0.82
<input type="checkbox"/>	Nuvm RealEst Sec R6	EGRA	5748	FREGX	0.08	0.00	0.08	0.93
<input type="checkbox"/>	Nuvm SB Divd Gr R6	GPOA	7043	NSBFX	0.08	0.00	0.08	0.61
<input type="checkbox"/>	Nuvm SmCap Sel I	BKYA	4116	ARSTX	0.08	0.25	0.00	1.15
<input type="checkbox"/>	Nuvm SmCap Val I	EBPA	5625	FSCCX	0.08	0.25	0.00	1.00
<input type="checkbox"/>	Nuvm SmCap Val Oppr I	CSBA	4861	NSCRX	0.08	0.25	0.00	1.08
<input type="checkbox"/>	Nuvm Strat Inc I	AXYA	3832	FCBYX	0.08	0.25	0.00	0.68
<input type="checkbox"/>	Oberws China Oppr	GPNA	7042	OBCHX	0.08	0.35	0.00	2.05
<input type="checkbox"/>	Okmrk Eq Inc Inv	BLAA	4118	OAKBX	0.08	0.30	0.00	0.83
<input type="checkbox"/>	Okmrk Fd Inv	AXZA	3833	OAKMX	0.08	0.30	0.00	0.89
<input type="checkbox"/>	Okmrk Glbl Inv	BLBA	4119	OAKGX	0.08	0.30	0.00	1.11
<input type="checkbox"/>	Okmrk Intl Inv	OKKA	2823	OAKIX	0.08	0.30	0.00	1.04
<input type="checkbox"/>	Okmrk Intl SmCap Inst	FJDA	6339	OANEX	0.08	0.00	0.08	1.09
<input type="checkbox"/>	Okmrk Intl SmCap Inv	GQXA	7078	OAKEX	0.08	0.30	0.00	1.34
<input type="checkbox"/>	Okmrk Sel Inv	KOAA	1386	OAKLX	0.08	0.30	0.00	0.98
<input type="checkbox"/>	PGIM Flotng Rt Inc R6	ERVA	6010	PFRIX	0.08	0.00	0.08	0.76
<input type="checkbox"/>	PGIM Glbl RealEst R6	ERXA	6012	PGRQX	0.08	0.00	0.08	0.79
<input type="checkbox"/>	PGIM Hi Yld R6	ESBA	6015	PHYQX	0.08	0.00	0.08	0.38
<input type="checkbox"/>	PGIM Hi Yld Z	PHZA	2573	PHYZX	0.08	0.25	0.00	0.51
<input type="checkbox"/>	PGIM Jnism Focs Gr R6	ESFA	6018	PSGQX	0.08	0.00	0.08	0.71
<input type="checkbox"/>	PGIM Jnism Focs Val R6	ESEA	6017	PJOQX	0.08	0.00	0.08	1.00
<input type="checkbox"/>	PGIM Jnism Gr R6	ESJA	6020	PJFQX	0.08	0.00	0.08	0.58
<input type="checkbox"/>	PGIM Jnism Hlth Scnc A	PHLA	1193	PHLAX	0.08	0.50	0.00	1.14
<input type="checkbox"/>	PGIM Jnism Intl Oppr Z	GFDA	6818	PWJZX	0.08	0.25	0.00	0.96
<input type="checkbox"/>	PGIM Jnism Natrl Rsrc R6	ESLA	6022	PJNQX	0.08	0.00	0.08	0.81
<input type="checkbox"/>	PGIM Jnism Sm Co Z	BABA	3875	PSCZX	0.08	0.25	0.00	0.82
<input type="checkbox"/>	PGIM Jnism Util R6	ESNA	6024	PRUQX	0.08	0.00	0.08	0.46
<input type="checkbox"/>	PGIM QntSltns MdCap Val R6	ESOA	6025	PMVQX	0.08	0.00	0.08	0.85
<input type="checkbox"/>	PGIM QntSltns SmCap Val R6	EGUA	5750	TSVQX	0.08	0.00	0.08	0.69

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	PGIM QntSltns Stk Indx R6	ESRA	6027	PQSIX	0.08	0.00	0.08	0.21
<input type="checkbox"/>	PGIM ST Cor Bd R6	ESUA	6029	PSTQX	0.08	0.00	0.08	0.40
<input type="checkbox"/>	PGIM Sel RealEst R6	GUHA	7147	SREQX	0.08	0.00	0.08	0.89
<input type="checkbox"/>	PGIM Strat Bd R6	GUKA	7149	PUCQX	0.08	0.00	0.08	0.66
<input type="checkbox"/>	PGIM Ttl Rtn Bd R6	DTVA	5440	PTRQX	0.08	0.00	0.08	0.40
<input type="checkbox"/>	PIMCO All Asst Inst	AYPA	3848	PAAIX	0.08	0.00	0.08	1.50
<input type="checkbox"/>	PIMCO AllAsstAllAthritlyIns	AYOA	3847	PAUIX	0.08	0.00	0.08	3.55
<input type="checkbox"/>	PIMCO Divrs Inc Inst	CCCA	4496	PDIIIX	0.08	0.00	0.08	0.76
<input type="checkbox"/>	PIMCO Dynmc Bd Inst	AYTA	3852	PFIUX	0.08	0.00	0.08	0.84
<input type="checkbox"/>	PIMCO EmrgMktLclCrnBd Inst	PELA	2778	PELBX	0.08	0.00	0.08	1.47
<input type="checkbox"/>	PIMCO FdmntIAdvtgPLUS Inst	BLLA	4125	PFATX	0.08	0.00	0.08	1.07
<input type="checkbox"/>	PIMCO Forgn UnHdg Inst	CSFA	4864	PFUIX	0.08	0.00	0.08	0.66
<input type="checkbox"/>	PIMCO GNMA Govt Sec Inst	AYSA	3851	PDMIX	0.08	0.00	0.08	1.34
<input type="checkbox"/>	PIMCO GIBdOppUSDIHdg Inst	GOIA	7012	PGBIX	0.08	0.00	0.08	0.61
<input type="checkbox"/>	PIMCO GIBl Mult Asst Inst	AYRA	3850	PGAIX	0.08	0.00	0.08	1.16
<input type="checkbox"/>	PIMCO Hi Yld Inst	PHIA	1433	PHIYX	0.08	0.00	0.08	0.57
<input type="checkbox"/>	PIMCO Hi Yld Spctrm Inst	CMDA	4718	PHSIX	0.08	0.00	0.08	0.62
<input type="checkbox"/>	PIMCO Inc A	CAJA	4458	PONAX	0.08	0.45	0.00	1.02
<input type="checkbox"/>	PIMCO Inc Inst	CCDA	4497	PIMIX	0.08	0.00	0.08	0.62
<input type="checkbox"/>	PIMCO InfRspnsMltAst Inst	GNEA	6983	PIRMX	0.08	0.00	0.08	0.98
<input type="checkbox"/>	PIMCO Intl BdUSDlrHdgInst	BPPA	4215	PFORX	0.08	0.00	0.08	0.63
<input type="checkbox"/>	PIMCO Invmt Grd Cr Bd Inst	CCEA	4498	PIGIX	0.08	0.00	0.08	1.04
<input type="checkbox"/>	PIMCO LT Cr Bd Inst	CMEA	4719	PTCIX	0.08	0.00	0.08	0.99
<input type="checkbox"/>	PIMCO LT US Gov Inst	CSGA	4865	PGOVX	0.08	0.00	0.08	1.04
<input type="checkbox"/>	PIMCO LngDur TtlRtn Inst	BLMA	4126	PLRIX	0.08	0.00	0.08	1.73
<input type="checkbox"/>	PIMCO Low Dur ESG Inst	PDLA	2290	PLDIX	0.08	0.00	0.08	0.52
<input type="checkbox"/>	PIMCO Low Dur Inc Inst	EVCA	6079	PFIIX	0.08	0.00	0.08	0.59
<input type="checkbox"/>	PIMCO Low Dur Inst	PTLA	1434	PTLDX	0.08	0.00	0.08	0.48
<input type="checkbox"/>	PIMCO RAE GIB ex US Inst	EVDA	6080	PZRIX	0.08	0.00	0.08	1.13
<input type="checkbox"/>	PIMCO RAE Intl Inst	EVEA	6081	PPYIX	0.08	0.00	0.08	0.52
<input type="checkbox"/>	PIMCO RAE PLUS Inst	CMBA	4716	PXTIX	0.08	0.00	0.08	0.83
<input type="checkbox"/>	PIMCO RAEWWLNgShrtPLS Inst	FNKA	6424	PWLIX	0.08	0.00	0.08	1.28

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	PIMCO Real Rtn Inst	PRIA	1435	PRRIX	0.08	0.00	0.08	0.67
<input type="checkbox"/>	PIMCO RIEstRIRtnStrat Inst	CFGA	4567	PRRSX	0.08	0.00	0.08	3.13
<input type="checkbox"/>	PIMCO ST Inst	CMHA	4721	PTSHX	0.08	0.00	0.08	0.47
<input type="checkbox"/>	PIMCO Stk PLUS Sm Inst	PXSA	2291	PSCSX	0.08	0.00	0.08	0.75
<input type="checkbox"/>	PIMCO StkPLSIntDirHdg Inst	CDUA	4536	PISIX	0.08	0.00	0.08	0.90
<input type="checkbox"/>	PIMCO StkPLUS Lg Dur Inst	ENWA	5913	PSLDX	0.08	0.00	0.08	1.71
<input type="checkbox"/>	PIMCO StkPLUS Ttl Rtn Inst	CDVA	4537	PSPTX	0.08	0.00	0.08	0.70
<input type="checkbox"/>	PIMCO StkPLUSARShrtStrInst	BLNA	4127	PSTIX	0.08	0.00	0.08	0.72
<input type="checkbox"/>	PIMCO Ttl Rtn Inst	PTTA	1436	PTTRX	0.08	0.00	0.08	0.49
<input type="checkbox"/>	PIMCOComdyRealRtnStratInst	PCRA	1699	PCRIX	0.08	0.00	0.08	1.05
<input type="checkbox"/>	PRIMECAP Odysy Gr	CYYA	5028	POGRX	0.08	0.00	0.08	0.66
<input type="checkbox"/>	PRIMECAP Odysy Stk	DJLA	5229	POSIX	0.08	0.00	0.08	0.66
<input type="checkbox"/>	Parnassus Cor Eq Inst	ILXA	2867	PRILX	0.08	0.10	0.00	0.62
<input type="checkbox"/>	Parnassus MdCap Inst	DTTA	5438	PFPMX	0.08	0.10	0.00	0.76
<input type="checkbox"/>	Parnassus Val Eq Inst	DTSA	5437	PFPWX	0.08	0.10	0.00	0.72
<input type="checkbox"/>	Payden Cor Bd	PYCA	2618	PYCBX	0.08	0.25	0.00	0.52
<input type="checkbox"/>	Payden Emrg Mkt Bd	BLKA	4124	PYEMX	0.08	0.25	0.00	0.73
<input type="checkbox"/>	Payden GNMA	PYAA	2621	PYGNX	0.08	0.25	0.00	0.70
<input type="checkbox"/>	Payden Gbl Fxd Inc	PYGA	2619	PYGFX	0.08	0.25	0.00	0.70
<input type="checkbox"/>	Payden Gbl Low Dur Bd	PYSA	2620	PYGSX	0.08	0.25	0.00	0.82
<input type="checkbox"/>	Payden Low Dur Bd	PYBA	2624	PYSBX	0.08	0.25	0.00	0.53
<input type="checkbox"/>	Payden Ltd Mat	PYLA	2623	PYLMX	0.08	0.25	0.00	0.52
<input type="checkbox"/>	Payden US Govt	PYUA	2625	PYUSX	0.08	0.25	0.00	0.82
<input type="checkbox"/>	PearTre PlrFrgValSmCp Inst	EBSA	5628	QUSIX	0.08	0.10	0.00	1.27
<input type="checkbox"/>	Permanent Portfolio	BUNA	4315	PRPFX	0.08	0.00	0.08	0.82
<input type="checkbox"/>	Pionr Bal ESG Y	AYBA	2626	AYBLX	0.08	0.25	0.00	0.75
<input type="checkbox"/>	Pionr Bd Y	AYUA	3853	PICYX	0.08	0.23	0.00	0.44
<input type="checkbox"/>	Pionr Dscpld Val Y	AYVA	3854	CVFYX	0.08	0.25	0.00	0.60
<input type="checkbox"/>	Pionr Eq Inc Y	AYXA	3856	PYEQX	0.08	0.25	0.00	0.78
<input type="checkbox"/>	Pionr Fdmntl Gr K	DTUA	5439	PFGKX	0.08	0.00	0.08	0.67
<input type="checkbox"/>	Pionr Fdmntl Gr Y	AYYA	3857	FUNYX	0.08	0.25	0.00	0.76
<input type="checkbox"/>	Pionr Flex Oppr Y	CAKA	4459	PMYRX	0.08	0.25	0.00	1.03

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Pionr Gbl Hi Yld Y	AZIA	3859	GHYYX	0.08	0.25	0.00	1.00
<input type="checkbox"/>	Pionr Gbl Sustnbl Eq Y	AYZA	3858	PGSYX	0.08	0.25	0.00	0.92
<input type="checkbox"/>	Pionr Hi Yld Y	AZJA	3860	TYHYX	0.08	0.25	0.00	0.91
<input type="checkbox"/>	Pionr ST Inc Y	PSTA	2628	PSHYX	0.08	0.25	0.00	0.57
<input type="checkbox"/>	Pionr Sel MdCap Gr K	GZZA	7289	PSMKX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	Pionr Sel MdCap Gr Y	PGRA	2292	GROYX	0.08	0.25	0.00	0.78
<input type="checkbox"/>	Pionr Strat Inc Y	AZMA	3863	STRYX	0.08	0.25	0.00	0.71
<input type="checkbox"/>	Polen Gbl Gr Inst	GUFA	7145	PGIIX	0.08	0.00	0.08	1.01
<input type="checkbox"/>	Polen Gr Inst	GOJA	7013	POLIX	0.08	0.10	0.00	0.98
<input type="checkbox"/>	Praxis Intl Indx A	EXRA	6133	MPLAX	0.08	0.25	0.00	1.24
<input type="checkbox"/>	PrfrmncTr Strat Bd	EXQA	6132	PTIAX	0.08	0.10	0.00	0.75
<input type="checkbox"/>	Pncpl Blue Chip Inst	FQJA	6490	PBCKX	0.08	0.10	0.00	0.69
<input type="checkbox"/>	Pncpl Cap App Inst	PWCA	2305	PWCIX	0.08	0.10	0.00	0.46
<input type="checkbox"/>	Pncpl Cor Fxd Inc Inst	AZVA	3869	PIOIX	0.08	0.10	0.00	0.51
<input type="checkbox"/>	Pncpl Divrs Inc Inst	CYZA	5029	PGDIX	0.08	0.10	0.00	0.76
<input type="checkbox"/>	Pncpl Divrs Intl Inst	BLRA	4131	PIIIX	0.08	0.10	0.00	0.91
<input type="checkbox"/>	Pncpl Divrs Intl R6	GVFA	7167	PDIFX	0.08	0.00	0.08	0.78
<input type="checkbox"/>	Pncpl Divrs RealAsst Inst	CYFA	5009	PDRDX	0.08	0.10	0.00	0.87
<input type="checkbox"/>	Pncpl Eq Inc I Inst	PEXA	2293	PEIIX	0.08	0.10	0.00	0.54
<input type="checkbox"/>	Pncpl Gbl Emrg Mkt Inst	CALA	4460	PIEIX	0.08	0.10	0.00	1.26
<input type="checkbox"/>	Pncpl Gbl RealEst Inst	CZAA	5030	POSIX	0.08	0.10	0.00	0.99
<input type="checkbox"/>	Pncpl Gbl RealEst R6	GAYA	6721	PGRSX	0.08	0.00	0.08	0.88
<input type="checkbox"/>	Pncpl GovtHiQulty Bd Inst	CZBA	5031	PMRIX	0.08	0.10	0.00	0.53
<input type="checkbox"/>	Pncpl Hi Yld Inst	PYTA	2631	PHYTX	0.08	0.10	0.00	0.63
<input type="checkbox"/>	Pncpl Infl Prtct Inst	PIPA	2294	PIPIX	0.08	0.10	0.00	0.39
<input type="checkbox"/>	Pncpl MdCap Gr Inst	PWGA	2298	PGWIX	0.08	0.10	0.00	0.78
<input type="checkbox"/>	Pncpl MdCap R6	ENYA	5915	PMAQX	0.08	0.00	0.08	0.59
<input type="checkbox"/>	Pncpl MdCap Val I Inst	FECA	6263	PVMIX	0.08	0.10	0.00	0.76
<input type="checkbox"/>	Pncpl RealEst Sec Inst	DKSA	5260	PIREX	0.08	0.10	0.00	0.90
<input type="checkbox"/>	Pncpl RealEst Sec R6	GFEA	6819	PFRSX	0.08	0.00	0.08	0.80
<input type="checkbox"/>	Pncpl ST Inc Inst	PHXA	2796	PSHIX	0.08	0.10	0.00	0.41
<input type="checkbox"/>	Pncpl SmCap Gr I Inst	CZCA	5032	PGRTX	0.08	0.10	0.00	0.98

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Prncpl SmCap Gr I R6	GZLA	7275	PCSMX	0.08	0.00	0.08	0.88
<input type="checkbox"/>	Prncpl SmCap Val II Inst	CZDA	5033	PPVIX	0.08	0.10	0.00	1.09
<input type="checkbox"/>	Prncpl SpctmPfdCpScIn Inst	AZWA	3870	PPSIX	0.08	0.10	0.00	0.79
<input type="checkbox"/>	Ptnm Conv Sec Y	BAEA	3877	PCGYX	0.08	0.25	0.00	0.78
<input type="checkbox"/>	Ptnm Cor Eq Y	ERHA	5996	PMYYX	0.08	0.25	0.00	0.74
<input type="checkbox"/>	Ptnm Divrs Inc Tr Y	BAFA	3878	PDVYX	0.08	0.25	0.00	0.76
<input type="checkbox"/>	Ptnm DynmAsstAllocCnsrv R6	FJHA	6343	PCCEX	0.08	0.00	0.08	0.64
<input type="checkbox"/>	Ptnm Dynmc AsstAlloc Gr R6	FJIA	6344	PAEEX	0.08	0.00	0.08	0.69
<input type="checkbox"/>	Ptnm Dynmc AsstAlloc Gr Y	ESWA	6031	PAGYX	0.08	0.25	0.00	0.78
<input type="checkbox"/>	Ptnm Dynmc AsstAllocBal R6	FJGA	6342	PAAEX	0.08	0.00	0.08	0.61
<input type="checkbox"/>	Ptnm Focs Eq Y	FXMA	6638	PGILX	0.08	0.25	0.00	0.88
<input type="checkbox"/>	Ptnm Gbl Inc Y	DGQA	5174	PGGYX	0.08	0.25	0.00	1.00
<input type="checkbox"/>	Ptnm Hi Yld R6	FMJA	6400	PHYUX	0.08	0.00	0.08	0.68
<input type="checkbox"/>	Ptnm Inc Y	CFHA	4568	PNCYX	0.08	0.25	0.00	0.60
<input type="checkbox"/>	Ptnm Intl Cap Oppr Y	BAJA	3882	PIVYX	0.08	0.25	0.00	1.25
<input type="checkbox"/>	Ptnm Intl Eq Y	BLWA	4134	POVYX	0.08	0.25	0.00	1.00
<input type="checkbox"/>	Ptnm LgCap Gr R6	GHLA	6863	PGOEX	0.08	0.00	0.08	0.58
<input type="checkbox"/>	Ptnm LgCap Gr Y	BAIA	3881	PGOYX	0.08	0.25	0.00	0.67
<input type="checkbox"/>	Ptnm LgCap Val Y	BAGA	3879	PEIYX	0.08	0.25	0.00	0.64
<input type="checkbox"/>	Ptnm MultAsst Inc Y	GVVA	7182	PMIYX	0.08	0.25	0.00	0.79
<input type="checkbox"/>	Ptnm SmCap Gr Y	BANA	3886	PSYGX	0.08	0.25	0.00	0.98
<input type="checkbox"/>	Ptnm SmCap Val Y	CSJA	4867	PYSVX	0.08	0.25	0.00	0.92
<input type="checkbox"/>	Ptnm Sustnbl Ftr Y	BAMA	3885	PMVYX	0.08	0.25	0.00	0.81
<input type="checkbox"/>	Ptnm Sustnbl Ldrs Y	BALA	3884	PNOYX	0.08	0.25	0.00	0.74
<input type="checkbox"/>	Ptnm Ultra Shrt Dur Inc Y	ESXA	6032	PSDYX	0.08	0.25	0.00	0.36
<input type="checkbox"/>	Royce Intl Prmr Inst	GFFA	6820	RIPIX	0.08	0.00	0.08	1.19
<input type="checkbox"/>	Royce Micro Cap Invmt	CCKA	4503	RYOTX	0.08	0.10	0.00	1.24
<input type="checkbox"/>	Royce Penn Mut Invmt	BWFA	4356	PENNX	0.08	0.10	0.00	0.96
<input type="checkbox"/>	Royce Prmr Svc	DQXA	5381	RPFFX	0.08	0.35	0.00	1.59
<input type="checkbox"/>	Royce SmCap Oppr Invmt	CAPA	4462	RYPNX	0.08	0.10	0.00	1.23
<input type="checkbox"/>	Royce SmCap Spec Eq Invmt	RXEA	2770	RYSEX	0.08	0.10	0.00	1.21
<input type="checkbox"/>	Royce SmCap Ttl Rtn Invmt	CAQA	4463	RYTRX	0.08	0.10	0.00	1.26

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Royce Val Invmt	CARA	4464	RVVHX	0.08	0.10	0.00	1.35
<input type="checkbox"/>	Royce Val Pls Invmt	CATA	4465	RVPHX	0.08	0.10	0.00	1.26
<input type="checkbox"/>	Rssl Emrg Mkt S	BPVA	4218	REMSX	0.08	0.20	0.00	1.52
<input type="checkbox"/>	Rssl Eq Inc S	BQAA	4223	RLISX	0.08	0.20	0.00	0.92
<input type="checkbox"/>	Rssl Gbl RealEst Sec S	BPWA	4219	RRESX	0.08	0.20	0.00	1.14
<input type="checkbox"/>	Rssl Intl Devl Mkt S	BPXA	4220	RINTX	0.08	0.20	0.00	1.01
<input type="checkbox"/>	Rssl Shrt Dur Bd S	BPYA	4221	RFBSX	0.08	0.20	0.00	0.82
<input type="checkbox"/>	Rssl Strat Bd S	BPZA	4222	RFCTX	0.08	0.20	0.00	0.77
<input type="checkbox"/>	Rssl US SmCap Eq S	BQBA	4224	RLESX	0.08	0.20	0.00	1.09
<input type="checkbox"/>	Rtnl Dynmc Brnds Inst	BUBA	4308	HSUTX	0.08	0.00	0.08	1.20
<input type="checkbox"/>	Rtnl Eq Armor Inst	BTWA	4303	HDCTX	0.08	0.00	0.08	1.22
<input type="checkbox"/>	SEI LgCap Gr F	BBAA	3897	SELCX	0.08	0.00	0.08	0.97
<input type="checkbox"/>	SEI LgCap Val F	BQCA	4225	TRMVX	0.08	0.00	0.08	0.93
<input type="checkbox"/>	SEI SmCap Val F	BQDA	4226	SESVX	0.08	0.00	0.08	1.23
<input type="checkbox"/>	SSgA Intl Stk Sel Inst	BMRA	4146	SSAIX	0.08	0.20	0.00	1.24
<input type="checkbox"/>	Seafar Ovrseas Gr Inc Inst	DQMA	5370	SIGIX	0.08	0.05	0.03	0.89
<input type="checkbox"/>	SglBryntHml AllCap Inst	GKBA	6922	SBHAX	0.08	0.00	0.08	0.90
<input type="checkbox"/>	SglBryntHml SmCap Val Inst	GKCA	6923	SBHVX	0.08	0.00	0.08	0.99
<input type="checkbox"/>	Sierra Tctcl All Asst Inst	CBJA	4475	SIRRX	0.08	0.10	0.00	2.01
<input type="checkbox"/>	Sierra Tctcl Cor Inc Inst	CZHA	5037	SSIRX	0.08	0.10	0.00	1.41
<input type="checkbox"/>	StateSt Inst SmCapEq Invmt	EXTA	6135	SIVIX	0.08	0.00	0.08	0.88
<input type="checkbox"/>	Strlng Cap Md Val Inst	EGVA	5751	OVEIX	0.08	0.10	0.00	0.88
<input type="checkbox"/>	Stwrld Gbl Eq Inc Inst	DQNA	5371	SGISX	0.08	0.10	0.00	1.02
<input type="checkbox"/>	Stwrld LgCapEnhcdIndx Inst	DQOA	5372	SEECX	0.08	0.10	0.00	0.61
<input type="checkbox"/>	Stwrld SmMdCapEnhcdIndx Inst	DQPA	5373	SCECX	0.08	0.10	0.00	0.65
<input type="checkbox"/>	SummitGI US LowVltltyEq I	EBUA	5630	SILVX	0.08	0.00	0.08	0.96
<input type="checkbox"/>	Swan Dfnd Rsk I	EGWA	5752	SDRIX	0.08	0.00	0.08	1.26
<input type="checkbox"/>	TCW Emrg Mkt Inc I	BNGA	4157	TGEIX	0.08	0.10	0.00	0.90
<input type="checkbox"/>	TCW Rel Val Divd App I	TGDA	1822	TGDFX	0.08	0.10	0.00	0.76
<input type="checkbox"/>	TCW Rel Val MdCap I	TXGA	1826	TGVOX	0.08	0.10	0.00	1.01
<input type="checkbox"/>	TCW Sel Eq I	TGCA	1824	TGCEX	0.08	0.10	0.00	0.79
<input type="checkbox"/>	TCW Ttl Rtn Bd I	TGLA	1825	TGLMX	0.08	0.10	0.00	0.55

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	TIAACRF Cor Bd Inst	ECMA	5647	TIBDX	0.08	0.00	0.08	0.29
<input type="checkbox"/>	TIAACRF Cor Impct Bd Inst	DLRA	5280	TSBIX	0.08	0.00	0.08	0.37
<input type="checkbox"/>	TIAACRF Cor Impct Bd Rtrmt	DLSA	5281	TSBBX	0.08	0.25	0.00	0.62
<input type="checkbox"/>	TIAACRF Cor Pls Bd Inst	ECNA	5648	TIBFX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	TIAACRF Gr Inc Inst	DLNA	5276	TIGRX	0.08	0.00	0.08	0.41
<input type="checkbox"/>	TIAACRF Hi Yld Inst	EGXA	5753	TIHYX	0.08	0.00	0.08	0.36
<input type="checkbox"/>	TIAACRF Intl Eq Indx Inst	EGYA	5754	TCIEX	0.08	0.00	0.08	0.05
<input type="checkbox"/>	TIAACRF Intl Oppr Adv	GVGA	7168	TIOHX	0.08	0.10	0.00	0.71
<input type="checkbox"/>	TIAACRF LfCyclnd 2010 Inst	DMOA	5297	TLTIX	0.08	0.00	0.08	0.21
<input type="checkbox"/>	TIAACRF LfCyclnd 2015 Inst	DMPA	5298	TLFIX	0.08	0.00	0.08	0.20
<input type="checkbox"/>	TIAACRF LfCyclnd 2020 Inst	DMQA	5299	TLWIX	0.08	0.00	0.08	0.19
<input type="checkbox"/>	TIAACRF LfCyclnd 2025 Inst	DMUA	5300	TLQIX	0.08	0.00	0.08	0.18
<input type="checkbox"/>	TIAACRF LfCyclnd 2030 Inst	DMWA	5301	TLHIX	0.08	0.00	0.08	0.18
<input type="checkbox"/>	TIAACRF LfCyclnd 2035 Inst	DMXA	5302	TLYIX	0.08	0.00	0.08	0.17
<input type="checkbox"/>	TIAACRF LfCyclnd 2040 Inst	DMYA	5303	TLZIX	0.08	0.00	0.08	0.17
<input type="checkbox"/>	TIAACRF LfCyclnd 2045 Inst	DMZA	5304	TLXIX	0.08	0.00	0.08	0.17
<input type="checkbox"/>	TIAACRF LfCyclnd 2050 Inst	DNBA	5305	TLLIX	0.08	0.00	0.08	0.17
<input type="checkbox"/>	TIAACRF LfCyclnd 2055 Inst	DNCA	5306	TTIIX	0.08	0.00	0.08	0.17
<input type="checkbox"/>	TIAACRF LfCyclnd 2060 Inst	DNDA	5307	TVIIX	0.08	0.00	0.08	0.18
<input type="checkbox"/>	TIAACRF LfCyclnd 2065 Inst	GFIA	6823	TFITX	0.08	0.00	0.08	0.38
<input type="checkbox"/>	TIAACRF LfCyclndRtlnc Inst	DNEA	5308	TRILX	0.08	0.00	0.08	0.22
<input type="checkbox"/>	TIAACRF LgCap Gr Indx Inst	DJNA	5231	TILIX	0.08	0.00	0.08	0.05
<input type="checkbox"/>	TIAACRF LgCap Gr Inst	EOCA	5649	TILGX	0.08	0.00	0.08	0.41
<input type="checkbox"/>	TIAACRF LgCap Vallndx Inst	DJOA	5232	TILVX	0.08	0.00	0.08	0.05
<input type="checkbox"/>	TIAACRF MdCap Val Inst	DLPA	5278	TIMVX	0.08	0.00	0.08	0.45
<input type="checkbox"/>	TIAACRF Mgd Alloc Inst	DLOA	5277	TIMIX	0.08	0.00	0.08	0.48
<input type="checkbox"/>	TIAACRF RealEst Sec Inst	DLQA	5279	TIREX	0.08	0.00	0.08	0.48
<input type="checkbox"/>	TIAACRF ST Bd Adv	FBFA	6202	TCTHX	0.08	0.10	0.00	0.36
<input type="checkbox"/>	TIAACRF SocChoice Eq Inst	DLUA	5282	TISCX	0.08	0.00	0.08	0.18
<input type="checkbox"/>	TIAACRF SocChoice Eq Rtrmt	DLVA	5283	TRSCX	0.08	0.25	0.00	0.43
<input type="checkbox"/>	TRowePr AllCap Oppr	BBFA	3902	PRWAX	0.08	0.15	0.00	0.81
<input type="checkbox"/>	TRowePr Bal I	GUMA	7150	RBAIX	0.08	0.00	0.08	0.51

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	TRowePr Bal	RPBA	2639	RPBAX	0.08	0.15	0.00	0.65
<input type="checkbox"/>	TRowePr Blue Chip Gr	BMSA	4147	TRBCX	0.08	0.15	0.00	0.71
<input type="checkbox"/>	TRowePr Comm Tech	BBEA	3901	PRMTX	0.08	0.15	0.00	0.82
<input type="checkbox"/>	TRowePr Divd Gr I	EKDA	5830	PDGIX	0.08	0.00	0.08	0.50
<input type="checkbox"/>	TRowePr Divd Gr	BYRA	4418	PRDGX	0.08	0.15	0.00	0.64
<input type="checkbox"/>	TRowePr Divrs MdCap Gr	FJLA	6347	PRDMX	0.08	0.15	0.00	0.87
<input type="checkbox"/>	TRowePr Emrg Mkt Bd	BMTA	4148	PREMX	0.08	0.15	0.00	0.99
<input type="checkbox"/>	TRowePr Eq Inc	BBCA	3899	PRFDX	0.08	0.15	0.00	0.67
<input type="checkbox"/>	TRowePr Euro Stk	BMWA	4149	PRESX	0.08	0.15	0.00	1.03
<input type="checkbox"/>	TRowePr Fin Svc	BQEA	4227	PRISX	0.08	0.15	0.00	0.97
<input type="checkbox"/>	TRowePr Glbl Stk I	GNFA	6984	TRGLX	0.08	0.00	0.08	0.67
<input type="checkbox"/>	TRowePr Gr Stk I	FJMA	6348	PRUFX	0.08	0.00	0.08	0.53
<input type="checkbox"/>	TRowePr Gr Stk	TPRA	1439	PRGFX	0.08	0.15	0.00	0.67
<input type="checkbox"/>	TRowePr Hlth Scnc	BQGA	4229	PRHSX	0.08	0.15	0.00	0.80
<input type="checkbox"/>	TRowePr Inst Flotng Rt	BMYA	4150	RPIFX	0.08	0.15	0.00	0.57
<input type="checkbox"/>	TRowePr IntgrtdUSSmCp Eq I	EBXA	5633	TQAIX	0.08	0.00	0.08	0.66
<input type="checkbox"/>	TRowePr Intl Disc	CFJA	4570	PRIDX	0.08	0.15	0.00	1.23
<input type="checkbox"/>	TRowePr Intl Stk Fd	TPTA	2312	PRITX	0.08	0.15	0.00	0.84
<input type="checkbox"/>	TRowePr Intl Val Eq	BBDA	3900	TRIGX	0.08	0.15	0.00	0.89
<input type="checkbox"/>	TRowePr Jpn	BMZA	4151	PRJPX	0.08	0.15	0.00	1.02
<input type="checkbox"/>	TRowePr LgCap Gr I	DQQA	5374	TRLGX	0.08	0.00	0.08	0.55
<input type="checkbox"/>	TRowePr Ltn Am	BNAA	4152	PRLAX	0.08	0.15	0.00	1.46
<input type="checkbox"/>	TRowePr New Asia	BBGA	3903	PRASX	0.08	0.15	0.00	0.99
<input type="checkbox"/>	TRowePr New Era	BQHA	4230	PRNEX	0.08	0.15	0.00	0.74
<input type="checkbox"/>	TRowePr New Inc	BBHA	3904	PRCIX	0.08	0.15	0.00	0.53
<input type="checkbox"/>	TRowePr Ovrseas Stk I	GQSA	7073	TROIX	0.08	0.00	0.08	0.67
<input type="checkbox"/>	TRowePr Ovrseas Stk	EVHA	6082	TROX	0.08	0.15	0.00	0.80
<input type="checkbox"/>	TRowePr Real Asst	DUAA	5444	PRAFX	0.08	0.15	0.00	0.93
<input type="checkbox"/>	TRowePr RealEst	BQIA	4231	TRREX	0.08	0.15	0.00	0.82
<input type="checkbox"/>	TRowePr Rtrmt Bal	BNFA	4156	TRRIX	0.08	0.15	0.00	0.49
<input type="checkbox"/>	TRowePr Rtrmt I 2005 I	ESYA	6033	TRPFX	0.08	0.00	0.08	0.34
<input type="checkbox"/>	TRowePr Rtrmt I 2010 I	EBYA	5634	TRPAX	0.08	0.00	0.08	0.34

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	TRowePr Rtrmt I 2015 I	EBZA	5635	TRFGX	0.08	0.00	0.08	0.36
<input type="checkbox"/>	TRowePr Rtrmt I 2020 I	ECAA	5636	TRBRX	0.08	0.00	0.08	0.37
<input type="checkbox"/>	TRowePr Rtrmt I 2025 I	ECCA	5637	TRPHX	0.08	0.00	0.08	0.38
<input type="checkbox"/>	TRowePr Rtrmt I 2030 I	ECDA	5638	TRPCX	0.08	0.00	0.08	0.41
<input type="checkbox"/>	TRowePr Rtrmt I 2035 I	ECEA	5639	TRPJX	0.08	0.00	0.08	0.42
<input type="checkbox"/>	TRowePr Rtrmt I 2040 I	ECFA	5640	TRPDX	0.08	0.00	0.08	0.43
<input type="checkbox"/>	TRowePr Rtrmt I 2045 I	ECGA	5641	TRPKX	0.08	0.00	0.08	0.44
<input type="checkbox"/>	TRowePr Rtrmt I 2050 I	ECHA	5642	TRPMX	0.08	0.00	0.08	0.45
<input type="checkbox"/>	TRowePr Rtrmt I 2055 I	ECIA	5643	TRPNX	0.08	0.00	0.08	0.46
<input type="checkbox"/>	TRowePr Rtrmt I 2060 I	ECJA	5644	TRPLX	0.08	0.00	0.08	0.46
<input type="checkbox"/>	TRowePr Rtrmt I 2065 I	GNGA	6985	TRFKX	0.08	0.00	0.08	0.46
<input type="checkbox"/>	TRowePr ST Bd	DLHA	5271	PRWBX	0.08	0.15	0.00	0.43
<input type="checkbox"/>	TRowePr Scnc Tech	BQJA	4232	PRSCX	0.08	0.15	0.00	0.84
<input type="checkbox"/>	TRowePr SmCap Val Instl	ENCA	5894	PRVIX	0.08	0.00	0.08	0.70
<input type="checkbox"/>	TRowePr SmCap Val	TPSA	2642	PRSVX	0.08	0.15	0.00	0.82
<input type="checkbox"/>	TRowePr Spctrm Divrs Eq	BQKA	4233	PRSGX	0.08	0.15	0.00	0.73
<input type="checkbox"/>	TRowePr Spctrm Inc	TRPA	1441	RPSIX	0.08	0.15	0.00	0.62
<input type="checkbox"/>	TRowePr Spctrm Mod Alloc I	GTNA	7127	TPPAX	0.08	0.00	0.08	0.78
<input type="checkbox"/>	TRowePr Spctrm Mod Alloc	CUMA	4920	TRPBX	0.08	0.15	0.00	0.90
<input type="checkbox"/>	TRowePr SpctrmCnsrvAlloc	PSRA	2641	PRSEX	0.08	0.15	0.00	0.84
<input type="checkbox"/>	TRowePr SpctrmModGrAlloc I	GHJA	6861	TGIPX	0.08	0.00	0.08	0.77
<input type="checkbox"/>	TRowePr SpctrmModGrAlloc	CUNA	4921	TRSGX	0.08	0.15	0.00	0.90
<input type="checkbox"/>	TRowePr US Eq Rsrch I	GZMA	7276	PCCOX	0.08	0.00	0.08	0.35
<input type="checkbox"/>	TRowePr US Eq Rsrch	BBBA	3898	PRCOX	0.08	0.15	0.00	0.45
<input type="checkbox"/>	TRowePr US LgCap Cor Inv	GHNA	6865	TRULX	0.08	0.15	0.00	0.70
<input type="checkbox"/>	TRowePr Val	CNHA	4745	TRVLX	0.08	0.15	0.00	0.72
<input type="checkbox"/>	Tchstn Activ Bd Y	EHBA	5756	TOBYX	0.08	0.15	0.00	0.67
<input type="checkbox"/>	Tchstn Bal Y	BMLA	4142	SIBLX	0.08	0.00	0.08	0.76
<input type="checkbox"/>	Tchstn Flex Inc Y	EHDA	5758	MXIIX	0.08	0.15	0.00	1.01
<input type="checkbox"/>	Tchstn Intl Eq Y	SIXA	2212	SIIEY	0.08	0.00	0.08	1.20
<input type="checkbox"/>	Tchstn Lg Co Gr Y	EKKA	5833	TLGYX	0.08	0.15	0.00	0.97
<input type="checkbox"/>	Tchstn LgCap Focs Y	BMNA	4143	SICWX	0.08	0.15	0.00	0.78

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Tchstn MdCap Gr Y	EKLA	5834	TEGYX	0.08	0.15	0.00	1.03
<input type="checkbox"/>	Tchstn MdCap R6	HAPA	7300	TMPRX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	Tchstn MdCap Val Y	EKMA	5835	TCVYX	0.08	0.15	0.00	1.16
<input type="checkbox"/>	Tchstn MdCap Y	FYYA	6676	TMCPX	0.08	0.15	0.00	0.93
<input type="checkbox"/>	Tchstn NonUSESG Eq Y	EHFA	5760	TIQIX	0.08	0.15	0.00	0.95
<input type="checkbox"/>	Tchstn SandsCapEmrgMktGr Y	EKNA	5836	TSEMXX	0.08	0.15	0.00	1.30
<input type="checkbox"/>	Tchstn Sm Co R6	DTWA	5441	SSRRX	0.08	0.00	0.08	0.87
<input type="checkbox"/>	Tchstn Sm Co Y	SIGA	2165	SIGWX	0.08	0.15	0.00	0.97
<input type="checkbox"/>	Tchstn UltrShrtDurFxdInc A	EHGA	5761	TSDAX	0.08	0.25	0.00	0.67
<input type="checkbox"/>	Third Ave RealEst Val Inst	CUPA	4923	TAREX	0.08	0.10	0.00	1.18
<input type="checkbox"/>	Thmpsn Bd	ECLA	5646	THOPX	0.08	0.10	0.00	0.73
<input type="checkbox"/>	Thrnbrg Gbl Oprr R5	BYUA	4421	THOFX	0.08	0.20	0.00	1.38
<input type="checkbox"/>	Thrnbrg Intl Eq R5	BYWA	4423	TIVRX	0.08	0.20	0.00	1.28
<input type="checkbox"/>	Thrnbrg Intl Eq R6	CAYA	4468	TGIRX	0.08	0.00	0.08	0.92
<input type="checkbox"/>	Thrnbrg Intl Gr R5	BYVA	4422	TINFX	0.08	0.20	0.00	1.45
<input type="checkbox"/>	Thrnbrg Invtm Inc Bldr R5	BYXA	4424	TIBMX	0.08	0.20	0.00	1.16
<input type="checkbox"/>	Thrnbrg Ltd Trm Inc R5	CCNA	4505	THRRX	0.08	0.05	0.03	0.71
<input type="checkbox"/>	Thrnbrg SmMdCap Gr R5	BYTA	4420	THGRX	0.08	0.20	0.00	1.52
<input type="checkbox"/>	Thrnbrg Strat Inc R6	GXLA	7223	TSRSX	0.08	0.00	0.08	0.72
<input type="checkbox"/>	Thrvnt MdCap Stk S	HAOA	7299	TMSIX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	TmthyPln Hi Yld Bd I	GQTA	7074	TPHIX	0.08	0.10	0.00	1.02
<input type="checkbox"/>	TmthyPln Intl I	ESZA	6034	TPIIX	0.08	0.10	0.00	1.48
<input type="checkbox"/>	TmthyPln LgMdCap Val I	ETAA	6035	TMVIX	0.08	0.10	0.00	1.33
<input type="checkbox"/>	TmthyPln SmCap Val I	ETBA	6036	TPVIX	0.08	0.10	0.00	1.31
<input type="checkbox"/>	Trlm P21 Gbl Eq Fd Inst	ORIA	2629	PORIX	0.08	0.10	0.00	1.01
<input type="checkbox"/>	Trowe MultSctr Bd I	ENNA	5905	PGMSX	0.08	0.00	0.08	0.52
<input type="checkbox"/>	TwdBrn Intl Val	GZNA	7277	TBGVX	0.08	0.00	0.08	1.40
<input type="checkbox"/>	UBS US Allocation P	BCFA	3921	PWTYX	0.08	0.20	0.00	0.72
<input type="checkbox"/>	UBS US SmCap Gr P	BCGA	3922	BISGX	0.08	0.20	0.00	1.21
<input type="checkbox"/>	VanEck CM Comdty Indx I	BNHA	4158	COMIX	0.08	0.10	0.00	0.82
<input type="checkbox"/>	VanEck Emrg Mkt Inst	BCHA	3923	EMRIX	0.08	0.10	0.00	1.19
<input type="checkbox"/>	VanEck Gbl Rsrc Inst	BCIA	3924	GHAIX	0.08	0.10	0.00	1.10

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	VanEck Intl Inv Gold Inst	BCJA	3925	INIIX	0.08	0.10	0.00	1.09
<input type="checkbox"/>	Vic Cap Gr Inst	ECQA	5651	UICGX	0.08	0.10	0.00	1.82
<input type="checkbox"/>	Vic CorPls Intmd Bd R6	ECXA	5658	URIBX	0.08	0.00	0.08	0.44
<input type="checkbox"/>	Vic Divrs Stk I	BNJA	4160	VDSIX	0.08	0.10	0.00	0.84
<input type="checkbox"/>	Vic Emrg Mkt Inst	ECRA	5652	UIEMX	0.08	0.10	0.00	1.36
<input type="checkbox"/>	Vic Fd For Inc I	BCLA	3927	VFFIX	0.08	0.10	0.00	0.67
<input type="checkbox"/>	Vic Gbl Enrgy Trns Y	BLYA	4136	RSNYX	0.08	0.10	0.00	1.19
<input type="checkbox"/>	Vic Govt Sec Inst	ECSA	5653	UIGSX	0.08	0.10	0.00	0.42
<input type="checkbox"/>	Vic Gr Inst	ECTA	5654	UIGRX	0.08	0.10	0.00	0.83
<input type="checkbox"/>	Vic Hi Inc Inst	ECUA	5655	UIHIX	0.08	0.10	0.00	0.67
<input type="checkbox"/>	Vic Inc Inst	ECVA	5656	UIINX	0.08	0.10	0.00	0.55
<input type="checkbox"/>	Vic Integrity MdCap Val Y	EZMA	6179	MYIMX	0.08	0.25	0.00	1.03
<input type="checkbox"/>	Vic Integrity SmCap Val Y	BYJA	4410	VSVIX	0.08	0.25	0.00	1.07
<input type="checkbox"/>	Vic Intl Inst	ECYA	5659	UIIFX	0.08	0.10	0.00	0.97
<input type="checkbox"/>	Vic Low Dur Bd Y	CMZA	4737	RSDYX	0.08	0.10	0.00	0.65
<input type="checkbox"/>	Vic Mndr MdCap Cor Gr Y	BKTA	4111	MGOYX	0.08	0.25	0.00	0.98
<input type="checkbox"/>	Vic Nasdaq 100 Indx R6	ECZA	5660	URNQX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	Vic RS Gr Y	CMVA	4733	RGRYX	0.08	0.10	0.00	0.95
<input type="checkbox"/>	Vic RS Inv Y	CMXA	4735	RSIYX	0.08	0.10	0.00	1.36
<input type="checkbox"/>	Vic RS LgCap Alpha Y	CJJA	4661	RCEYX	0.08	0.10	0.00	0.71
<input type="checkbox"/>	Vic RS MdCap Gr Y	BLZA	4137	RMOYX	0.08	0.10	0.00	1.14
<input type="checkbox"/>	Vic RS Ptrns Y	BMBA	4138	RSPYX	0.08	0.10	0.00	1.04
<input type="checkbox"/>	Vic RS ScncTech Y	BMJA	4140	RIFYX	0.08	0.10	0.00	1.27
<input type="checkbox"/>	Vic RS Sel Gr Y	CCMA	4504	RSSYX	0.08	0.10	0.00	1.24
<input type="checkbox"/>	Vic RS SmCap Gr R6	GZPA	7279	RSEJX	0.08	0.00	0.08	1.05
<input type="checkbox"/>	Vic RS SmCap Gr Y	BMFA	4139	RSYEX	0.08	0.10	0.00	1.17
<input type="checkbox"/>	Vic RS Val Y	BMKA	4141	RSVYX	0.08	0.10	0.00	1.06
<input type="checkbox"/>	Vic ST Bd R6	EDAA	5661	URSBX	0.08	0.00	0.08	0.34
<input type="checkbox"/>	Vic SmCap Stk Inst	EDCA	5662	UISCX	0.08	0.10	0.00	0.99
<input type="checkbox"/>	Vic Sophs Emrg Mkt Y	ENFA	5897	RSENX	0.08	0.10	0.00	1.32
<input type="checkbox"/>	Vic Strat Alloc I	BNIA	4159	VBFIX	0.08	0.10	0.00	1.27
<input type="checkbox"/>	Vic Triv Intl Cor Eq Y	EOBA	5917	MICYX	0.08	0.25	0.00	1.21

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Vic Triv Intl SmCap Y	EOCA	5918	MYSIX	0.08	0.25	0.00	1.14
<input type="checkbox"/>	Vic Ttl Rtn Bd Y	MUCA	2603	MUCYX	0.08	0.25	0.00	0.65
<input type="checkbox"/>	Vic Ultra ST Bd R6	EDDA	5663	URUSX	0.08	0.00	0.08	0.82
<input type="checkbox"/>	Vic Val Inst	EDEA	5664	UIVAX	0.08	0.10	0.00	0.87
<input type="checkbox"/>	Villere Bal Inv	CZOA	5044	VILLX	0.08	0.25	0.00	1.02
<input type="checkbox"/>	Virtus AlphSmplMdFrStrt I	CYXA	5027	ASFYX	0.08	0.00	0.08	1.45
<input type="checkbox"/>	Virtus Conv Inst	ABZA	3566	ANNPX	0.08	0.00	0.08	0.84
<input type="checkbox"/>	Virtus Crdex LgCpValEq R6	CZEA	5034	STVZX	0.08	0.00	0.08	0.86
<input type="checkbox"/>	Virtus Crdex MdCpValEq R6	CZFA	5035	SMVZX	0.08	0.00	0.08	0.86
<input type="checkbox"/>	Virtus Crdex SmCpValEq R6	FJTA	6354	VVERX	0.08	0.00	0.08	1.05
<input type="checkbox"/>	Virtus D&PGIbRealEstSec R6	EYBA	6142	VRGEX	0.08	0.00	0.08	1.03
<input type="checkbox"/>	Virtus FocsGr Inst	ACJA	3567	PGFIX	0.08	0.00	0.08	0.70
<input type="checkbox"/>	Virtus IntlSmCap I	ACNA	3568	ALOIX	0.08	0.00	0.08	1.47
<input type="checkbox"/>	Virtus KAR Intl SmCap R6	EYCA	6143	VRISX	0.08	0.00	0.08	1.08
<input type="checkbox"/>	Virtus KAR MdCap Cor R6	EYDA	6144	VRMCX	0.08	0.00	0.08	0.95
<input type="checkbox"/>	Virtus KAR MdCap Gr R6	EYEA	6145	VRMGX	0.08	0.00	0.08	0.89
<input type="checkbox"/>	Virtus KAR SmCap Cor R6	EYFA	6146	VSCRX	0.08	0.00	0.08	0.92
<input type="checkbox"/>	Virtus KAR SmCap Gr R6	EYGA	6147	VRSGX	0.08	0.00	0.08	0.98
<input type="checkbox"/>	Virtus KAR SmCap Val R6	EYHA	6148	VQSRX	0.08	0.00	0.08	0.88
<input type="checkbox"/>	Virtus NF MultSctr STBd R6	EYIA	6149	VMSSX	0.08	0.00	0.08	0.67
<input type="checkbox"/>	Virtus NFJ Divd Val Inst	ACZA	3571	NFJEX	0.08	0.00	0.08	0.75
<input type="checkbox"/>	Virtus NFJ Intl Val Inst	ADCA	3572	ANJIX	0.08	0.00	0.08	0.97
<input type="checkbox"/>	Virtus NFJ LgCapVal Inst	ADFA	3573	ANVIX	0.08	0.00	0.08	0.74
<input type="checkbox"/>	Virtus NFJ MdCapVal Inst	ADHA	3574	PRNIX	0.08	0.00	0.08	0.80
<input type="checkbox"/>	Virtus NFJ SmCap Val Inst	APXA	2249	PSVIX	0.08	0.00	0.08	0.87
<input type="checkbox"/>	Virtus SGA Intl Gr R6	EYLA	6152	SCIZX	0.08	0.00	0.08	1.24
<input type="checkbox"/>	Virtus Seix Cor Bd I	BAPA	3888	STIGX	0.08	0.20	0.00	0.64
<input type="checkbox"/>	Virtus Seix Corp Bd I	STXA	1108	STICX	0.08	0.20	0.00	0.96
<input type="checkbox"/>	Virtus Seix Hi Inc I	BAOA	3887	STHTX	0.08	0.20	0.00	0.92
<input type="checkbox"/>	Virtus Seix Hi Yld I	SAMA	2306	SAMHX	0.08	0.20	0.00	0.75
<input type="checkbox"/>	Virtus Seix Hi Yld R6	GKFA	6926	HYIZX	0.08	0.00	0.08	0.65
<input type="checkbox"/>	Virtus Seix Ttl Rtn Bd I	SAFA	2307	SAMFX	0.08	0.20	0.00	0.58

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Virtus Slvnt MdCap Inst	PRCA	2360	DRMCX	0.08	0.00	0.08	0.83
<input type="checkbox"/>	Virtus SlvntLgCpGr Stk R6	DJMA	5230	STCZX	0.08	0.00	0.08	0.93
<input type="checkbox"/>	Virtus SmCap Inst	FXPA	6641	AZBIX	0.08	0.00	0.08	0.99
<input type="checkbox"/>	Virtus Tech Inst	ADLA	3576	DRGTX	0.08	0.00	0.08	1.16
<input type="checkbox"/>	Virtus Ultra Shrt Bd I	CJBA	4653	SISSX	0.08	0.20	0.00	0.64
<input type="checkbox"/>	Virtus Vntbl Forgn Oppr R6	EYJA	6150	VFOPX	0.08	0.00	0.08	1.05
<input type="checkbox"/>	Virtus Vntbl Glbl Oppr R6	EYKA	6151	VRGOX	0.08	0.00	0.08	1.05
<input type="checkbox"/>	Virtus Von EmrgMkt Oppr R6	DUGA	5450	VREMX	0.08	0.00	0.08	1.14
<input type="checkbox"/>	VirtusSeixFlotRTHInc I	BLXA	4135	SAMBX	0.08	0.30	0.00	0.72
<input type="checkbox"/>	VirtusSeixUSGvScUltShBd I	CTDA	4885	SIGVX	0.08	0.20	0.00	0.55
<input checked="" type="checkbox"/>	Vngrd 500 Index Fd AS	CSLA	4869	VFIAX	0.08	0.00	0.08	0.04
<input type="checkbox"/>	Vngrd Bal Indx Adml	CSNA	4870	VBIAX	0.08	0.00	0.08	0.07
<input type="checkbox"/>	Vngrd Cnsmr Stpls Adml	DLWA	5284	VCSAX	0.08	0.00	0.08	0.10
<input type="checkbox"/>	Vngrd Comdty Strat Adml	FYZA	6677	VCMDX	0.08	0.00	0.08	0.21
<input checked="" type="checkbox"/>	Vngrd Devl Mkt Indx Adml	CWCA	4956	VTMGX	0.08	0.00	0.08	0.07
<input type="checkbox"/>	Vngrd Divd App Indx Adml	CWDA	4957	VDADX	0.08	0.00	0.08	0.08
<input type="checkbox"/>	Vngrd Divd Gr Inv	VDGA	2317	VDIGX	0.08	0.00	0.08	0.30
<input type="checkbox"/>	Vngrd Divrs Eq Inv	VDEA	2316	VDEQX	0.08	0.00	0.08	0.35
<input checked="" type="checkbox"/>	Vngrd Emrg Mkt StkIndxAdml	CSOA	4871	VEMAX	0.08	0.00	0.08	0.14
<input type="checkbox"/>	Vngrd Enrgy Adml	CWEA	4958	VGELX	0.08	0.00	0.08	0.38
<input type="checkbox"/>	Vngrd Enrgy Indx Adml	ETCA	6037	VENAX	0.08	0.00	0.08	0.10
<input type="checkbox"/>	Vngrd Eq Inc Adml	CWFA	4959	VEIRX	0.08	0.00	0.08	0.19
<input type="checkbox"/>	Vngrd Euro Stk Indx Adml	CSPA	4872	VEUSX	0.08	0.00	0.08	0.13
<input type="checkbox"/>	Vngrd Explr Adml	CWGA	4960	VEXRX	0.08	0.00	0.08	0.34
<input type="checkbox"/>	Vngrd Extnd Mkt Indx Adml	CSQA	4873	VEXAX	0.08	0.00	0.08	0.06
<input type="checkbox"/>	Vngrd FTSE Soc Indx Adml	FLIA	6386	VFTAX	0.08	0.00	0.08	0.14
<input checked="" type="checkbox"/>	Vngrd FTSEAIWdxUSInd Adml	FKXA	6379	VFWAX	0.08	0.00	0.08	0.12
<input type="checkbox"/>	Vngrd Fed Mny Mkt Inv	GXMA	7224	VMFXX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	Vngrd Fin Indx Adml	ETDA	6038	VFAIX	0.08	0.00	0.08	0.10
<input type="checkbox"/>	Vngrd GNMA Adml	CWHA	4961	VFIJX	0.08	0.00	0.08	0.11
<input type="checkbox"/>	Vngrd Glbl Cap Cyc Inv	VGPA	2532	VGPMX	0.08	0.00	0.08	0.43
<input type="checkbox"/>	Vngrd Glbl ESG Sel Stk Adm	GRRR	7095	VESGX	0.08	0.00	0.08	0.47

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Vngrd Gbl Eq Inv	VHGA	2420	VHGEX	0.08	0.00	0.08	0.41
<input type="checkbox"/>	Vngrd Gbl Min Vol Adml	DJPA	5233	VMNVX	0.08	0.00	0.08	0.14
<input checked="" type="checkbox"/>	Vngrd Gr Inc Adml	CWIA	4962	VGIAX	0.08	0.00	0.08	0.27
<input type="checkbox"/>	Vngrd Gr Indx Adml	CSRA	4874	VIGAX	0.08	0.00	0.08	0.05
<input type="checkbox"/>	Vngrd Hi Yld Corp Adml	VEWA	2850	VWEAX	0.08	0.00	0.08	0.13
<input type="checkbox"/>	Vngrd HiDivd Yld Indx Adml	FNGA	6421	VHYAX	0.08	0.00	0.08	0.08
<input type="checkbox"/>	Vngrd Hlth Care Adml	CWJA	4963	VGHAX	0.08	0.00	0.08	0.29
<input type="checkbox"/>	Vngrd Hlth Care Indx Adml	FQKA	6491	VHCIX	0.08	0.00	0.08	0.10
<input type="checkbox"/>	Vngrd Infl Prtct Sec Adml	CWKA	4964	VAIPX	0.08	0.00	0.08	0.10
<input type="checkbox"/>	Vngrd Info Tech Indx Adml	ETFA	6039	VITAX	0.08	0.00	0.08	0.10
<input type="checkbox"/>	Vngrd IntdTrmTrsInd Adml	CZJA	5039	VSIGX	0.08	0.00	0.08	0.07
<input type="checkbox"/>	Vngrd Intl Explr Inv	VNXA	2874	VINEX	0.08	0.00	0.08	0.41
<input type="checkbox"/>	Vngrd Intl Gr Adml	CWNA	4967	VWILX	0.08	0.00	0.08	0.34
<input type="checkbox"/>	Vngrd Intl Val Inv	VRTA	2319	VTRIX	0.08	0.00	0.08	0.38
<input type="checkbox"/>	Vngrd Intmd Trm Trsry Adml	CWMA	4966	VFIUX	0.08	0.00	0.08	0.10
<input type="checkbox"/>	Vngrd IntmdTrmInvGrd Adml	CWLA	4965	VFIDX	0.08	0.00	0.08	0.10
<input type="checkbox"/>	Vngrd LT Invmt Grd Adml	CWOA	4968	VWETX	0.08	0.00	0.08	0.12
<input type="checkbox"/>	Vngrd LT Trsry Adml	CWPA	4969	VUSUX	0.08	0.00	0.08	0.10
<input type="checkbox"/>	Vngrd LT Trsry Indx Adml	ETGA	6040	VLGSX	0.08	0.00	0.08	0.07
<input type="checkbox"/>	Vngrd LgCap Indx Adml	EDFA	5665	VLCAX	0.08	0.00	0.08	0.05
<input type="checkbox"/>	Vngrd MdCap Gr Indx Adml	CWQA	4970	VMGMX	0.08	0.00	0.08	0.07
<input type="checkbox"/>	Vngrd MdCap Gr Inv	VGIA	2320	VMGRX	0.08	0.00	0.08	0.35
<input type="checkbox"/>	Vngrd MdCap Val Indx Adml	CWRA	4971	VMVAX	0.08	0.00	0.08	0.07
<input type="checkbox"/>	Vngrd Mid-Cap Idx Fd AS	CSSA	4875	VIMAX	0.08	0.00	0.08	0.05
<input type="checkbox"/>	Vngrd Mkt Nutrl Inv	CZKA	5040	VMNFX	0.08	0.00	0.08	1.83
<input type="checkbox"/>	Vngrd Mtrls Indx Adml	EDGA	5666	VMIAX	0.08	0.00	0.08	0.10
<input type="checkbox"/>	Vngrd Pacfc Stk Indx Adml	CSTA	4876	VPADX	0.08	0.00	0.08	0.10
<input type="checkbox"/>	Vngrd RealEst Indx Adml	CSUA	4877	VGSLX	0.08	0.00	0.08	0.12
<input checked="" type="checkbox"/>	Vngrd ST Bd Indx Adml	CSWA	4878	VBIRX	0.08	0.00	0.08	0.07
<input type="checkbox"/>	Vngrd ST Corp Bd Indx Adml	CZLA	5041	VSCSX	0.08	0.00	0.08	0.07
<input type="checkbox"/>	Vngrd ST Fed Adml	CWTA	4973	VSGDX	0.08	0.00	0.08	0.10
<input type="checkbox"/>	Vngrd ST Invmt Grd Adml	CWUA	4974	VFSUX	0.08	0.00	0.08	0.10

FUND SELECTION SCHEDULE

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Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Vngrd ST Trsry Adml	CWWA	4975	VFIRX	0.08	0.00	0.08	0.10
<input type="checkbox"/>	Vngrd STAR Inv	VGTA	2324	VGSTX	0.08	0.00	0.08	0.31
<input type="checkbox"/>	Vngrd STInflPrtSecInd Adml	EHIA	5763	VTAPX	0.08	0.00	0.08	0.06
<input type="checkbox"/>	Vngrd Sel Val Inv	VSXA	1988	VASVX	0.08	0.00	0.08	0.38
<input checked="" type="checkbox"/>	Vngrd Sm Cap Indx Fd AS	CSXA	4879	VSMAX	0.08	0.00	0.08	0.05
<input type="checkbox"/>	Vngrd SmCap Gr Indx Adml	CWYA	4977	VSGAX	0.08	0.00	0.08	0.07
<input type="checkbox"/>	Vngrd SmCap Val Indx Adml	CWXA	4976	VSIAX	0.08	0.00	0.08	0.07
<input type="checkbox"/>	Vngrd Strat Eq Inv	VSQA	1512	VSEQX	0.08	0.00	0.08	0.17
<input type="checkbox"/>	Vngrd Strat SmCap Eq Inv	VTCA	2325	VSTCX	0.08	0.00	0.08	0.26
<input type="checkbox"/>	Vngrd TaxMgd SmCap Adml	EVJA	6083	VTMSX	0.08	0.00	0.08	0.09
<input type="checkbox"/>	Vngrd Trgt Rtrmt 2020 Inv	VTWA	2329	VTWNX	0.08	0.00	0.08	0.08
<input type="checkbox"/>	Vngrd Trgt Rtrmt 2025 Inv	VTTA	2330	VTTVX	0.08	0.00	0.08	0.08
<input type="checkbox"/>	Vngrd Trgt Rtrmt 2030 Inv	VTHA	2331	VTHRX	0.08	0.00	0.08	0.08
<input type="checkbox"/>	Vngrd Trgt Rtrmt 2035 Inv	VHTA	2332	VTTHX	0.08	0.00	0.08	0.08
<input type="checkbox"/>	Vngrd Trgt Rtrmt 2040 Inv	VFOA	2333	VFORX	0.08	0.00	0.08	0.08
<input type="checkbox"/>	Vngrd Trgt Rtrmt 2045 Inv	VTIA	2334	VTIVX	0.08	0.00	0.08	0.08
<input type="checkbox"/>	Vngrd Trgt Rtrmt 2050 Inv	VFFA	2335	VFIFX	0.08	0.00	0.08	0.08
<input type="checkbox"/>	Vngrd Trgt Rtrmt 2055 Inv	VVXA	2830	VFFVX	0.08	0.00	0.08	0.08
<input type="checkbox"/>	Vngrd Trgt Rtrmt 2060 Inv	BWGA	4357	VTTSX	0.08	0.00	0.08	0.08
<input type="checkbox"/>	Vngrd Trgt Rtrmt 2065 Inv	EHJA	5764	VLXVX	0.08	0.00	0.08	0.08
<input type="checkbox"/>	Vngrd Trgt Rtrmt 2070 Inv	GTYA	7138	VSVNX	0.08	0.00	0.08	0.08
<input type="checkbox"/>	Vngrd Trgt Rtrmt Inc	VTNA	2336	VTINX	0.08	0.00	0.08	0.08
<input type="checkbox"/>	Vngrd Trsry Mny Mkt Inv	GZOA	7278	VUSXX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	Vngrd Ttl Bnd Mkt Idx Adm	CSYA	4880	VBTLX	0.08	0.00	0.08	0.05
<input checked="" type="checkbox"/>	Vngrd Ttl Intl Bd Idx Adml	CZMA	5042	VTABX	0.08	0.00	0.08	0.11
<input type="checkbox"/>	Vngrd Ttl IntlStkIndx Adml	CSZA	4881	VTIAX	0.08	0.00	0.08	0.11
<input type="checkbox"/>	Vngrd Ttl StMkt Indx Fd AS	CUQA	4924	VTSAX	0.08	0.00	0.08	0.04
<input type="checkbox"/>	Vngrd Ttl WldStk Indx Adml	FLJA	6387	VTWAX	0.08	0.00	0.08	0.10
<input type="checkbox"/>	Vngrd US Gr Adml	CWZA	4978	VWUAX	0.08	0.00	0.08	0.25
<input type="checkbox"/>	Vngrd Ultra ST Bd Adm	GXNA	7225	VUSFX	0.08	0.00	0.08	0.10
<input type="checkbox"/>	Vngrd Util Indx Adml	FKYA	6380	VUIAX	0.08	0.00	0.08	0.10
<input type="checkbox"/>	Vngrd Val Indx Adml	CTAA	4882	VVIAX	0.08	0.00	0.08	0.05

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	Vngrd Wlngtn Adml	DQRA	5375	VWENX	0.08	0.00	0.08	0.17
<input type="checkbox"/>	Vngrd Wlngtn Inv	VWEA	1514	VWELX	0.08	0.00	0.08	0.25
<input type="checkbox"/>	Vngrd Wlsly Inc Adml	CXAA	4979	VWIAX	0.08	0.00	0.08	0.16
<input type="checkbox"/>	Vngrd Wndsr Adml	CXBA	4980	VWNEEX	0.08	0.00	0.08	0.28
<input type="checkbox"/>	Vngrd Wndsr II Adml	CZNA	5043	VWNAEX	0.08	0.00	0.08	0.26
<input type="checkbox"/>	Voya GNMA Inc I	GAZA	6722	LEINX	0.08	0.00	0.08	0.56
<input type="checkbox"/>	Voya Gbl Bd I	FBXA	6220	IGBIX	0.08	0.15	0.00	0.71
<input type="checkbox"/>	Voya Hi Yld Bd I	FBZA	6222	IHYIX	0.08	0.00	0.08	0.73
<input type="checkbox"/>	Voya Intmd Bd I	FCBA	6223	IICIX	0.08	0.15	0.00	0.36
<input type="checkbox"/>	Voya Invmt Grd Cr I	GBBA	6723	VIGCX	0.08	0.15	0.00	0.66
<input type="checkbox"/>	Voya LgCap Gr I	FCCA	6224	PLCIX	0.08	0.25	0.00	0.61
<input type="checkbox"/>	Voya LgCap Gr R6	HAUA	7305	VGOSX	0.08	0.00	0.08	N/A
<input type="checkbox"/>	Voya MdCap Oppr I	FCFA	6225	NMCIX	0.08	0.25	0.00	0.93
<input type="checkbox"/>	Voya Mult Mgr Intl SmCap I	FCGA	6226	NAPIX	0.08	0.25	0.00	1.29
<input type="checkbox"/>	Voya Sec Cr I	GBCA	6724	VCFIX	0.08	0.15	0.00	0.72
<input type="checkbox"/>	Voya SmCap Gr I	GVJA	7170	TCMSX	0.08	0.25	0.00	0.93
<input type="checkbox"/>	Voya Strat Inc Oppr I	FCIA	6228	IISIX	0.08	0.15	0.00	0.61
<input type="checkbox"/>	Voya USHiDivdLowVlItty I	GBDA	6725	VHDIX	0.08	0.25	0.00	0.40
<input type="checkbox"/>	WCM Focs Emrg Mkt Inst	GRSA	7096	WCMEX	0.08	0.15	0.00	1.37
<input type="checkbox"/>	WCM Focs Intl Gr Inst	EOLA	5926	WCMIX	0.08	0.15	0.00	1.04
<input type="checkbox"/>	WasatchFrnrEmgSmCntry Inv	DLYA	5286	WAFMX	0.08	0.15	0.00	2.29
<input type="checkbox"/>	Weitz Shrt Dur Inc Inst	DGRA	5175	WEFIX	0.08	0.10	0.00	0.60
<input type="checkbox"/>	WlmBlr Emrg Mkt Ldrs I	FUUA	6578	WBELX	0.08	0.15	0.00	1.13
<input type="checkbox"/>	WlmBlr Gbl Gr I	BNRA	4168	WGFIX	0.08	0.15	0.00	1.12
<input type="checkbox"/>	WlmBlr Gr I	BNSA	4169	BGFIX	0.08	0.15	0.00	0.92
<input type="checkbox"/>	WlmBlr Intl Gr I	BNTA	4170	BIGIX	0.08	0.15	0.00	1.10
<input type="checkbox"/>	WlmBlr Intl Ldrs I	FUVA	6579	WILIX	0.08	0.15	0.00	1.04
<input type="checkbox"/>	WlmBlr LgCap Gr I	FUWA	6580	LCGFX	0.08	0.15	0.00	0.79
<input type="checkbox"/>	WlmBlr Sm Md Gr I	BNXA	4174	WSMDX	0.08	0.15	0.00	1.11
<input type="checkbox"/>	WlmBlr SmCap Gr I	BNVA	4172	WBSIX	0.08	0.15	0.00	1.12
<input type="checkbox"/>	Wstwd Inc Oppr Inst	CEBA	4543	WHGIX	0.08	0.00	0.08	0.82
<input type="checkbox"/>	Zacks Divd Inv	GNJA	6988	ZDIVX	0.08	0.40	0.00	1.27

FUND SELECTION SCHEDULE

					A	B	C	D
Select	Fund Name	Fund Code	VRU Code	Ticker Symbol	Asset Fee	Nationwide ClearCredit SM	Net Nationwide Asset Fee	Total Fund Prospectus Gross Expense Ratio
<input type="checkbox"/>	abrdrn EmgMkStnblLdrs Inst	AAQA	3560	GIGIX	0.08	0.00	0.08	1.31
<input type="checkbox"/>	abrdrn Emrg Mkt Inst	CBVA	4489	ABEMX	0.08	0.00	0.08	1.22
<input type="checkbox"/>	abrdrn Emrg MktexChina Inst	AAOA	3558	GWLIX	0.08	0.00	0.08	1.88
<input type="checkbox"/>	abrdrn Hi Inc Oppr Inst	CYNA	5017	JHYIX	0.08	0.00	0.08	1.04
<input type="checkbox"/>	abrdrn US SstnblLdrs Inst	ABYA	3565	GGLIX	0.08	0.00	0.08	1.01
<input type="checkbox"/>	abrdrn USSmCapEq Inst	GYVA	7259	GSCIX	0.08	0.00	0.08	1.07
<input type="checkbox"/>	abrdrn USStnblLdrSmC Inst	AAJA	3557	GGUIX	0.08	0.00	0.08	2.15

Nationwide ClearCreditSM is the amount by which the Asset Fee is reduced for a particular fund. The Nationwide ClearCreditSM is based upon the amount of payments Nationwide receives from a fund house for each fund. However, In no instance will the amount of any applicable Nationwide ClearCreditSM cause the Net Nationwide Asset Fee to be less than 0.00%.

The Nationwide ClearCreditSM listed above is a complete list as of the printing of this document. The fund(s) receiving Nationwide ClearCreditSM and the amount of such is subject to change at any time, without advance notice from Nationwide, based on decisions by the fund house. Please contact Nationwide for an updated list.

The Asset Fee consists of the cost of Nationwide product and services and any cost of Commission payable to a sales representative, as applicable. The Net Nationwide Asset Fee reflects the amount of any applicable Nationwide ClearCreditSM.

Column A - Column B = Column C.

The expense ratios listed are based on the last available information provided to Nationwide. The fund house may change the expense ratio at any time.

For more information about the available underlying investment options, including all charges and expenses, please consult a fund prospectus. Before investing, carefully consider the fund's investment objectives, risks, charges and expenses. If at any time the expense ratio listed above differs from the expense ratio listed in the fund prospectus, the ratio listed in the prospectus will apply.



Fund Mapping Direction Form

1. Purpose

This form is to be used by a Plan Sponsor to direct how assets will be invested and how future contributions will be allocated (if applicable). Any term not defined within this form shall have the same meaning as defined in the Program Agreement.

2. Case Information

Case Number: 196-88872 Case (Plan) Name: Morrow County Defined Benefit Plan

3. Mapping Instructions

This form hereby authorizes Nationwide Financial ("Nationwide") to map the funds of the above named Plan ("Plan") in the following manner:

- ASSETS AND ALLOCATIONS:** The money being transferred to Nationwide from the previous funding provider and the investment allocations for future Plan contributions for all participants in the Plan.
- ASSETS ONLY:** The money being transferred to Nationwide from the previous funding provider only. The Plan will re-enroll participants for future contributions. You must select Option 1 or Option 4 below.

4. Mapping Option Election (select and complete only one)

Option 1 - Targeted Retirement Date Fund Group:

Map all funds from the previous funding provider to the Targeted Retirement Date Fund Group based on the Rounding Method and Normal Retirement Age chosen within the QDIA/Default Fund Selection Schedule of the Program Agreement.

NOTE: Assets will be mapped based on the selections from the QDIA/Default Fund Selection Schedule of the Program Agreement and census information provided. If census information is not provided assets cannot be mapped to a Targeted Retirement Date Fund Group.

Option 2 - ERISA 3(38) Investment Manager:

Map all funds from the previous funding provider as directed by my elected and agreed upon ERISA 3(38) Investment Manager listed below. I have entered into such bi-party agreement outside of Nationwide and hereby authorize as my designee to provide Investment Mapping Direction to Nationwide.

ERISA 3(38) Investment Manager: _____

Option 3 - Managed Account Services (MAS):

Map all funds from the previous funding provider to the designated MAS Provider for the Plan except if noted in Option 4 below.

NOTE: An initial investment option, as selected in the Program Agreement, will be utilized until the professional money manager begins to manage the participant account(s) in the Plan.

Option 4 - Fund to Fund:

Map all funds from the previous funding provider to the following replacement funds:

NOTE: All funds from the previous provider and the corresponding replacement fund must be listed. Please refer to the completed Fund Selection Schedule of the Program Agreement to ensure the fund is available. If any of the Replacement Fund(s) listed below are not also selected on the Fund Selection Schedule, I understand that this form will be used as my request and authorization to add the fund as a Designated Fund to my plan. I further acknowledge I have reviewed and I understand the mutual fund payment and expense ratio information that is found in the Program Agreement for these funds. (Additional funds can be added on the second page)

<u>Previous Fund</u>	<u>Previous Fund Code/Ticker</u>	<u>Replacement Fund</u>	<u>Replacement Fund Code</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

4. Fund Election Options (continued)

Previous Fund	Previous Fund Code/Ticker	Replacement Fund	Replacement Fund Code
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In Process

4. Fund Election Options (continued)

<u>Previous Fund</u>	<u>Previous Fund Code/Ticker</u>	<u>Replacement Fund</u>	<u>Replacement Fund Code</u>
39.			
40.			

5. Authorization

The individual signing hereto represents and warrants they have full power and authority by the Plan to instruct Nationwide to map the existing Plan assets as elected under Section 4 above.

Please note, if certain funds are selected as a replacement fund or the default fund, there may be delays in depositing this money based on fund restrictions.

NOTE: The Nationwide Fixed Select Contract, the Best of America Advisor Indexed Fixed, the Best of America Retirement Advisor Fixed, and some stable value collective funds are not available to be selected as investment options for the forfeiture and retainer accounts. The Plan Sponsor, hereby, directs Nationwide that any forfeiture or retainer assets being transferred to Nationwide from the previous provider shall be deposited into the money market fund available to the Plan.

As Plan Sponsor, I understand mapping assets is a fiduciary function, and I acknowledge that I have made or will make proper notification to plan participants regarding the upcoming mapping of funds in the plan.

Plan Sponsor:

Full Name (please print): _____

Authorized Signature: _____ **Date:** _____

In Process



ERISA 3(38) Investment Fiduciary Authorization and Payment Agreement

Nationwide Retirement Services

Page 1 of 7

Phone: 800-548-6436 • Fax: 877-634-0157 • nationwide.com

Case Number: 196-88872

For purposes of this Agreement:

“Plan Sponsor” refers to: Morrow County

(Plan Sponsor Company Name)

“Plan” refers to: Morrow County Defined Benefit Plan

(Legal Plan Name)

“Advisory Firm” refers to: Mercer Global Advisors Inc.

(Registered Investment Adviser firm serving as the investment advisor under section 3(38) of the Employee Retirement Income Security Act of 1974 as amended [“ERISA”])

“Designated Representative” refers to: Jennifer Gutridge

or such successor, providing plan and client services excluding investment advisory services, as the Advisory Firm may appoint from time to time with notification to Nationwide. The last four digits of the Designated Representative’s Social Security number are _____ (optional).

 There are multiple Designated Representatives, see the attached **Exhibit- Multiple Designated Representatives**.

“Nationwide” refers to: Nationwide Life Insurance Company and/or Nationwide Trust Company, FSB, a division of Nationwide Bank

“Payment Schedule” refers to: [select only **one** (1) of the four (4) options below to be paid in accordance with Exhibit-Administrative Procedures for Payment Agreement for the Advisory Firm] _____% of Plan assets annually (to be assessed and deducted no less frequently than quarterly). Exclude SDBA assets from the calculation, if applicable. \$ _____ per participant annually (to be assessed and deducted no less frequently than quarterly). \$ _____ flat fee annually (to be assessed and deducted no less frequently than quarterly). As otherwise agreed to by Plan Sponsor, Advisory Firm, and Nationwide pursuant to a notice from the Plan Sponsor.

This Authorization Agreement is between the Plan Sponsor, and Nationwide in support of ERISA section 3(38) investment fiduciary services to be provided to the Plan by the Advisory Firm and shall be effective upon its execution by the Plan Sponsor and Nationwide.

These investment advisory services, including any services with respect to core investment options (referred to as “Designated Funds” within this Authorization Agreement and the Nationwide Program Agreement), are provided by the Advisory Firm, pursuant to a separate agreement between the Plan Sponsor and the Advisory Firm (“Advisory Agreement”).

Delegation of Authority

The Plan Sponsor hereby represents and warrants that they have the authority to select and appoint Advisory Firm as an ERISA 3(38) investment fiduciary. Plan Sponsor hereby appoints the Advisory Firm to serve as an ERISA 3(38) investment fiduciary on behalf of the Plan for all purposes, except as may be otherwise stated in the Advisory Agreement. The Advisory Firm, as a fiduciary under ERISA, is solely responsible for the services and the advice it provides pursuant to the Advisory Agreement. Plan Sponsor hereby delegates to the Advisory Firm, the authority to instruct Nationwide on behalf of the Plan as to the selection of the Plan’s investment options, including, but not limited to: adding and removing Designated Funds, exchanging between Designated Funds, and, as a consequence, modifying current and future allocations for Plan participants. Designated Funds selected by the Advisory Firm may not have been previously selected by the Plan Sponsor. Additionally, Plan Sponsor acknowledges that upon termination of this delegation of authority to Advisory Firm or of the Advisory Agreement, that such Designated Funds will continue to remain available as investment options for Plan participants until such time as Plan Sponsor modifies the investment options.

The Plan Sponsor shall notify Nationwide in writing forty-five (45) days in advance if the Advisory Firm services on behalf of the Plan Sponsor are discontinued or terminated.

Case Number: _____

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Plan Sponsor Representations

The Plan Sponsor acknowledges that the Plan Sponsor and the Advisory Firm each is unaffiliated with and independent of Nationwide.

The Plan Sponsor represents, warrants and covenants that:

1. The Plan Sponsor or such other authorized fiduciary for the Plan independent of the Advisory Firm and Nationwide ("Plan Sponsor") is solely responsible, including for purposes of ERISA, for:
 - a. The selection of the Advisory Firm to provide the services to the Plan and the delegation of authority to the Advisory Firm set forth in this Authorization Agreement;
 - b. The ongoing monitoring of the Advisory Firm, the services, and such delegation; and
 - c. Providing and maintaining accurate contact information with Nationwide and Advisory Firm to ensure timely communications related to the Plan's investments.
2. Nationwide:
 - a. Has not provided and will not provide any advice, recommendation or endorsement to the Plan Sponsor or Plan
3. If applicable, the Plan Sponsor has received to its satisfaction such disclosures from the Advisory Firm as may be required under ERISA and other applicable law with respect to the investments contemplated by the Advisory Agreement and the amount of compensation and payment arrangement set forth herein, including the fees and expenses charged and any indirect compensation payable in connection with those investments, and acknowledges that investment options with restrictions and fees as described in the Program Agreement will still apply.
4. The Plan Sponsor has determined that the delegation of responsibility, the Payment Schedule, plan implementation mapping and QDIA options if selected, and the payment arrangement set forth herein each is consistent with and not prohibited by the terms of the Plan Document, ERISA, and other applicable law;
5. While Nationwide will provide the Advisory Firm with support (including investment tools and information) and processes to facilitate the Advisory Firm's services in connection with Designated Funds for the Plan, and will in the administration of its retirement platform make available for the Designated Funds, including any performance information for the Designated Funds, Nationwide:
 - a. Has no responsibility for and does not endorse, approve, verify, warrant or guarantee in any way whatsoever the Advisory Firm, the services and advice provided by the Advisory Firm; and
 - b. Is not acting as a fiduciary to the Plan under ERISA, the Investment Advisers Act of 1940, or any other law;
 - c. In performing these support services is separate and apart from the actual sale of any Nationwide products which may be used by the Plan Sponsor or the Advisory Firm to provide the Plan's underlying investments, including core Plan administration and trust services.

Nationwide Representations

Nationwide represents, warrants and covenants that:

1. Nationwide, using reasonable care consistent with industry standards, will carry out instructions provided by the Plan Sponsor, and/or Advisory Firm in support of the investment instructions and payment arrangement set forth herein; and
2. Nationwide will provide to the Advisory Firm and Plan Sponsor access to the performance information for the Designated Funds, if available.
3. Nationwide is compensated for services it provides to the Plan, as described in the Nationwide Program Agreement and other supporting documentation. Nationwide receives no additional or separate, direct or indirect compensation in connection with the additional services described in this Authorization Agreement.

Change in Representations

Each party shall promptly notify the other party if any of its representations, covenants, and warranties ("Representations") under this Authorization Agreement cease to be true or correct.

Administrative Advance Notices

If the Plan has not yet opted into the Employee Notice Delivery Service, the Plan Sponsor must take action to ensure that (404)(a)(5) asset fee disclosure is distributed to the affected participants in a timely manner.

Payment Arrangement for the Advisory Firm

The Plan Sponsor authorizes Nationwide to remit to the Advisory Firm payments in accordance with the Payment Schedule as fees for the services for the relevant service period. All fees will be paid in accordance with the administrative procedures incorporated into this Authorization Agreement and attached as **Exhibit-Administrative Procedures for Payment Agreement for the Advisory Firm**. These procedures detail the fee calculation and payment frequency.

With respect to this payment arrangement, the Plan Sponsor agrees that Nationwide: (1) is acting solely as a paying agent of the Plan with respect to this Authorization Agreement, (2) may conclusively rely on any instructions it may receive to

Case Number: _____

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effectuate payment to the Advisory Firm under this Authorization Agreement, and (3) shall have no duty to monitor or otherwise review the instructions received from the Advisory Firm or properly appointed delegated.

Indemnification

Plan Sponsor agrees to indemnify, defend, and hold Nationwide and its directors, officers, agents, affiliates, and employees (collectively, the "Nationwide Indemnities") harmless from and against any and all losses, claims, demands, liabilities, damages, suits or other legal actions, judgments and decrees, reasonable attorneys' fees, costs and expenses of any kind or nature whatsoever ("Losses") that the Nationwide Indemnities may directly or indirectly suffer or incur arising out of the services of the Advisory Firm, including instructions provided to Nationwide pursuant to this Authorization Agreement, or the performance of Plan Sponsor's and/or Advisory Firm's duties, obligations and Representations under this Authorization Agreement, except to the extent such Losses result from Nationwide's willful misfeasance, bad faith, gross negligence or reckless disregard of its duties or obligations hereunder.

Nationwide agrees to indemnify, defend, and hold Plan Sponsor and its directors, officers, agents, affiliates, and employees (collectively, the "Plan Sponsor Indemnities") harmless from and against any and all Losses that the Plan Sponsor Indemnities may directly or indirectly suffer or incur arising out of the performance of Nationwide's duties, obligations and Representations under this Authorization Agreement, except to the extent such Losses result from Plan Sponsor's willful misfeasance, bad faith, gross negligence or reckless disregard of its duties or obligations hereunder.

This subsection shall survive and continue in full force and effect notwithstanding the expiration or termination of this Authorization Agreement.

Confidentiality of Information and Authorization to Share

Plan Sponsor authorizes Nationwide to provide Advisory Firm and/or Designated Representative and/or other properly appointed delegated with access to Plan and participant information that Nationwide holds, including, but not limited to, participant name, Social Security number, account values, fund balances, transaction histories, and funding vehicle allocations ("Plan Related Information") for purposes of this Authorization Agreement. Plan Sponsor acknowledges that Nationwide shall have no liability or responsibility for Advisory Firm, and/or other properly appointed delegated, and/or Designated Representative's use or disclosure of Plan Related Information. Information provided by Nationwide to Advisory Firm, other properly appointed delegated, and Designated Representative pursuant to this Authorization Agreement, including, but not limited to, Plan Related Information, shall be kept strictly confidential ("Confidential Information").

This subsection shall survive and continue in full force and effect notwithstanding the expiration or termination of this Authorization Agreement.

Termination, Resignation or Replacement, and Amendment

The Plan Sponsor may terminate this Authorization Agreement at any time by providing thirty (30) days' notice to Nationwide. This Authorization Agreement will automatically terminate in the event of and simultaneously with termination of the Nationwide Program Agreement. Any such termination will not, however, affect the liabilities or obligations of the Plan Sponsor arising from transactions initiated prior to such termination or from provisions of this Authorization Agreement expressly designated to survive termination, and such liabilities, obligations and provisions shall survive any expiration or termination of this Authorization Agreement.

Upon termination of this Authorization Agreement, Nationwide shall be under no obligation to carry out payment instructions on behalf of the Plan Sponsor, the Advisory Firm, or any successor advisory firm chosen by the Plan Sponsor unless such parties enter into a new agreement with Nationwide. Further, Plan Sponsor acknowledges that Nationwide cannot and is not under any legal obligation to facilitate refunding any appropriately paid payment to the Advisory Firm under the terms of this Authorization Agreement.

Nationwide may (i) amend Exhibit-Administrative Procedures for Payment Agreement for the Advisory Firm to this Authorization Agreement with at least ninety (90) days' notice to the Plan Sponsor, and (ii) otherwise amend this Authorization Agreement with at least thirty (30) days' notice to the Plan Sponsor, provided that Nationwide may not unilaterally amend the form and amount of payment selected in the Payment Schedule. Such amendment by Nationwide will take effect on the date specified in the notice unless the Plan Sponsor or the Advisory Firm provides notice of termination of the Advisory Agreement at least ten (10) days prior to such effective date. This Authorization Agreement may also be amended by written agreement of the parties.

Plan Sponsor acknowledges that upon termination of this Authorization Agreement or the Advisory Agreement with the Advisory Firm, the Plan may be required to remove any proprietary investment options controlled by the Advisory Firm. If the Advisory Firm requires that such investment options must be removed upon termination of the Advisory Firm, Plan Sponsor shall provide Nationwide with direction regarding the investment options removal, including the addition of any new investment options and mapping directions to investment options, in the Required Format. If the Plan Sponsor requests Nationwide to perform the ERISA 404(a)(5) fee disclosure notices, the Plan Sponsor or the Advisory Firm shall provide such direction to Nationwide forty (40) days prior to the effective date of the removal from and/or the addition of the investment options to the Plan investment line-up.

Termination of Prior Agreements

As of the effective date of this Authorization Agreement, this Authorization Agreement shall supersede and replace any prior agreements between Nationwide and the Plan Sponsor pertaining to the subject matter hereof, including any Plan Investment Advisory Firm Services Payment Agreement or Service Provider Payment Agreement. This Agreement does not supersede the Nationwide Program Agreement or the Advisory Agreement in effect as to the Plan.

Each party acknowledges and agrees that the terms set forth herein are consistent with and not contradictory to any other agreements or understandings between the parties and that in the event any such terms herein are inconsistent or contradictory, the terms of this Authorization Agreement shall control, any inconsistent or contradictory terms of the Program Agreement with respect to the subject matter of this agreement.

Notice

All notices to be given pursuant to this Authorization Agreement shall be given in writing and delivered by personal delivery or by postage prepaid, registered or certified United States first class mail, return receipt requested, overnight mail, electronic mail or by facsimile, or similar means of same day delivery (with a confirming copy by mail as provided herein). All notices shall be given or sent to the addresses, email addresses, and/or facsimile numbers shown herein or as Nationwide has on file for each party.

For the purposes of this Authorization Agreement, a Business Day shall be defined as a day on which Nationwide and the New York Stock Exchange are both open for business. All notices shall be deemed to have been given or made when delivered by hand or courier, or when sent by facsimile or email, or if mailed, on the third Business Day after being so mailed. Each party may change its address and other information by notice to the other parties.

Interpretation of this Agreement

This Authorization Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and assigns. Except as otherwise provided by applicable federal law, the validity, interpretation, enforceability, and performance of this Authorization Agreement will be governed by and construed in accordance with the law of the State of Ohio, without reference to principles of conflicts or choice of laws. This Authorization Agreement may be executed in counterparts, each of which will be deemed as original, but all of which taken together will constitute one and the same instrument. Headings contained in this Authorization Agreement are for convenience only and are not intended to limit the terms or change the interpretation of terms stated in the Agreement. The words "hereof", "herein", "hereby" and other words of similar import refer to this Authorization Agreement as a whole unless otherwise indicated. Whenever the words "include", "includes", or "including" are used in this Authorization Agreement, they are deemed to be followed by the words "without limitation". Whenever the singular is used herein, the same includes the plural, and whenever the plural is used herein, the same includes the singular, where appropriate. If any part of this Authorization Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of the Authorization Agreement.

Executed Copies

Plan Sponsor hereby authorizes Nationwide to send executed copies of this Authorization Agreement to Plan Sponsor, Advisory Firm, and the Plan's Authorized Representative.

Fee Disclosure (FOR EXISTING NATIONWIDE PLANS ONLY)

The ERISA 404(a)(5) regulations require that Plan Sponsors make certain plan fee and investment-related disclosures available 30 days in advance of changes.

- The Plan Sponsor requests Nationwide to provide a 30-day advance notice document for the Plan Sponsor to distribute according to ERISA guidelines relating to the advisory fee changes provided for in this Authorization Agreement; to be delivered to the email address indicated below.

This fee will be added/changed on Nationwide's processing system on the next business date after forty (40) calendar days following receipt of this form in the format required by Nationwide. This will not delay the time standards associated with updating the plan access for the firm and/or advisor(s).

Plan Sponsor E-mail Address: _____

OR

- The Plan Sponsor understands and has fulfilled their fiduciary obligation under ERISA to provide a 30-day advance notice of this fee change and instructs Nationwide to process the update within regular Nationwide processing time standards.

Authority

I, the Plan Sponsor, accept and acknowledge this Authorization Agreement and that performance of the Authorization Agreement is within the scope of the activities authorized by the Plan and applicable laws and that he or she is duly authorized to negotiate and enter into this Authorization Agreement on behalf of the Plan.

Each party represents to the others that the person executing this Authorization Agreement on its behalf is duly authorized and empowered to execute this Authorization Agreement.

Case Number: 196-88872

Agreement Exhibits

This Authorization Agreement includes the following exhibits, which are incorporated herein and form part of the Authorization Agreement:

- **Exhibit-Administrative Procedures for Payment Arrangement for the Advisory Firm**
- **Exhibit-Designated Representatives**

We hereby agree with the provisions set forth in this Authorization Agreement and the verification set forth above.

Plan Sponsor/Trustee Authorization:

Full Name (please print): _____

Signature: _____ **Date:** _____

Sponsor Name: _____ Title: _____

Street Address: 110 N Court St

City: Heppner State: OR Zip: 97836

Nationwide Signature: _____

Nationwide Name: _____ Title: _____

In Process

Exhibit-Administrative Procedures for Payment Agreement for the Advisory Firm

The Advisory Firm will be compensated in one of the ways listed below and shall be based on the fee type indicated within the Payment Agreement section of this Authorization Agreement.

Fees calculated by Nationwide

The fee amount will be calculated and deducted on the last business day of the quarter, a day on which Nationwide and the New York Stock Exchange are both open for business ("Business Day"), except as noted in the Final Service Period section below. Service fees will be deducted prior to any distributions being processed on the date of the fee deduction and may be deducted from any funding vehicle(s) in the account, with the exception of Self-Directed Brokerage Accounts (SDBA). The fee type selected within the Authorization Agreement will be calculated and deducted as follows:

Full Service Period

- For fees that are a percentage of Plan assets, the amount to be deducted quarterly will be calculated based on the total market value of the Plan assets as of the last Business Day of the quarter, less the value of the SDBA assets if so indicated in the Payment Arrangement Section of this document, except as noted in the Final Service Period section below. The market value will be multiplied by the annual fee percentage times the number of days in the quarter, divided by the number of days in the year. The calculated fee will be deducted pro-rata across all Participant and Plan-level accounts with a balance in the Plan.
- For fees that are an annual dollar amount per participant, the fee will be deducted, on the last Business Day of the quarter, except as noted in the Final Service Period section below. The amount deducted each period will be determined by multiplying the annual dollar amount by the number of days in the quarter, divided by the number of days in the year, and will be deducted from all Participant and Plan-level accounts with a balance in the Plan.
- For fees that are an annual flat fee, the fee will be deducted, on the last Business Day of the quarter, except as noted in the Final Service Period section below. The amount deducted will be determined by multiplying the annual fee by the number of days in the quarter, divided by the number of days in the year. The calculated fee will be deducted pro-rata across all Participant and Plan-level accounts with a balance in the Plan.

Initial Service Period

For the initial service period, the quarterly fee will be determined using one of the fee types listed above but will be prorated for the number of calendar days from the day the initial service period commences until the last day of the calendar quarter. The initial service period will commence at the later of either the effective date of this Authorization Agreement, or the date the first deposit is received into the account.

Final Service Period

If the ending date of the service period is not on the last Business Day of the quarter, the fee will be prorated for the number of days in the quarter for which the Authorization Agreement was in effect. When calculating a fee that uses a percentage of Plan assets, the fee will be calculated on the day of deduction using the prior Business Day's market value. According to the applicable termination scenario, the timing of the deduction and the number of days for the fee proration calculation will follow the processes outlined below:

- **Agreement is terminating, but the Plan is staying with Nationwide:** The final fee will be deducted within five Business Days after Nationwide receives notification of the Authorization Agreement terminating. The ending date of the service period for purposes of calculating the proration of the fee will be the date of the fee deduction.
- **Plan assets are liquidating due to Plan termination or Plan transfer:** For Plans that are transferring, the last date of the service period used for calculating the proration of the fee and the deduction of the final fee will be the scheduled date of the transfer. For Plan terminations, the last date of the service period used for calculating the proration of the fee will be the day prior to the scheduled commencement date for plan termination withdrawals. The deduction of the fee will occur on the day Nationwide begins to process the termination withdrawals.

Payment Schedule that is otherwise agreed to by Plan Sponsor, Advisory Firm and Nationwide pursuant to a notice from the Plan Sponsor

The Advisory fee(s) will be determined based on the terms outlined in the Advisory Agreement. Nationwide's responsibility in facilitating these fee payments are limited to the processing of the Advisory fee if applicable or if presented with such instructions from the Plan Sponsor.

If Nationwide is provided with written instructions from the Plan Sponsor to deduct assets from the Plan to pay the Advisory Firm, the amount deducted will be pro-rated across all Participant and Plan-level accounts with a balance in the Plan, unless other written instructions are provided. The fee will be deducted from the largest fund/source combination of each account, with the exception of self-directed brokerage accounts.

All written direction for a distribution that differs from the method outlined above must conform to Nationwide good order requirements for distributions, before the transaction will be processed. Nationwide will supply upon request, good order requirements should the Plan Sponsor and/or the Advisory Firm request them.

Exhibit-Multiple Designated Representatives

Advisory Firm Designated Representatives

The names listed on this form are Designated Representatives under the supervision of the Advisory Firm listed in this Authorization Agreement or the Advisory Firm if it is receiving the fee payment directly.

Name	Role	Last 4 Digits of SSN (optional)	Fee* (if applicable)
Jennifer Gutridge	3(38)		0.0
Total Fee:			0.0

*The fees listed are not additional fees but represent the amount Plan Sponsor is authorizing Nationwide to pay either the Designated Representative(s) or Advisory Firm under the Advisory Agreement. The total of all fees shown in this exhibit should equal the fee listed in the Payment Schedule in the ERISA 3(38) Investment Fiduciary Authorization and Payment Agreement.

In Process



Plan Service Provider Payment Agreement

Nationwide

Page 1 of 4

Phone: 800-548-6436 • Fax: 877-634-0157 • nationwide.com

Agreement

This Agreement is entered into between Morrow County ("Sponsor") and Nationwide Life Insurance Company and/or Nationwide Trust Company, FSB (collectively, "Nationwide") to establish a fee arrangement for services to be provided to Morrow County Defined Benefit Plan ("Plan") by a Plan Service Provider ("Provider"). These services are provided through the Provider under a separate agreement between the Sponsor and the Provider ("Provider Agreement"). This Agreement shall be effective upon execution of this Agreement by the Sponsor and Nationwide.

Sponsor Representations

Sponsor acknowledges that it has requested the addition of the Provider and that Sponsor acknowledges that it is solely responsible for the selection of the Provider. Sponsor represents that the provision of services to the Plan by the Provider and the payment arrangement set forth herein are consistent with the terms of the Plan's plan document and related materials ("Plan Document") and with the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") and/or other applicable law. Sponsor acknowledges that it is solely responsible for monitoring the services of Provider, including their ongoing compliance with the terms of the Plan Document and all applicable provisions of ERISA and/or other applicable law. Sponsor represents that it is responsible for ensuring that the Provider does not serve in a producer and/or an investment advisory capacity with respect to the services contemplated by this Agreement.

Nationwide Representations

Nationwide represents that, using reasonable care consistent with industry standards, it will carry out instructions provided by Sponsor in support of the payment arrangement set forth herein.

Provider Information

Sponsor hereby appoints Brent Langland (Provider name) with Milliman (Provider Firm name).

Payment Arrangement

Sponsor authorizes that the Provider shall be compensated in one of the four following ways for providing services to the Plan:

- ___% of Plan assets annually (to be assessed and deducted no less frequently than quarterly).
 - Exclude SDBA assets from the calculation, if applicable.
- \$___ per participant annually (to be assessed and deducted no less frequently than quarterly).
- \$___ flat fee annually (to be assessed and deducted based on pay frequency, which will be no less frequently than quarterly).
- As otherwise agreed to by Sponsor and Provider and provided to Nationwide via separate instruction from the Sponsor in a form and format acceptable to Nationwide.

The fee will be forwarded by Nationwide to Provider and represents payment for services for the relevant service period. All fees will be paid in accordance with current administrative procedures, a copy of which is incorporated into this Agreement and attached as Exhibit A. These procedures detail the fee calculation and payment frequency. Any changes to Exhibit A may be made solely by Nationwide with 90 days advance written notice to the Sponsor.

The initial fee payment under this Agreement shall not commence until the service period as outlined in Exhibit A following the effective date of this Agreement. Sponsor acknowledges that Provider may only be compensated for services to the Plan under the terms of this Agreement.

Payment Arrangement (continued)

Sponsor acknowledge that Nationwide: (1) is acting solely as a paying agent of the Plan with respect to this Agreement, (2) may conclusively rely on any instructions it may receive to effectuate payment to Provider under this Agreement, and (3) shall have no duty to monitor or otherwise review the instructions received or the services provided to the Plan by Provider. Sponsor agrees to indemnify, defend, and hold Nationwide and its directors, officers, agents, affiliates, and employees (collectively, the "Nationwide Indemnities") harmless from and against any and all losses, claims, demands, liabilities, damages, suits or other legal actions, judgments and decrees, attorneys' fees, costs and expenses of any kind or nature whatsoever ("Losses") that the Nationwide Indemnities may directly or indirectly suffer or incur arising out of the performance of Nationwide's duties under this Agreement, except to the extent such Losses result from Nationwide's willful misfeasance, bad faith, gross negligence or reckless disregard of its duties or obligations hereunder.

Each party acknowledges and agrees that the terms set forth herein are consistent with and not contradictory to any other agreements or understandings between the parties and that in the event any such terms herein are inconsistent or contradictory therewith, the terms of this Agreement shall control.

Confidentiality of Information and Authorization to Share

Sponsor represents and warrants that the Agreement between it and Provider requires the Provider to keep Plan Related Information, as defined below, strictly confidential. Sponsor authorizes Nationwide to provide Provider with access to Plan and participant information that Nationwide holds, including, but not limited to, participant name, Social Security number, account values, fund balances, transaction histories, and Funding Vehicle allocations ("Plan Related Information"). Sponsor acknowledges that Nationwide shall have no liability or responsibility for Provider's use or disclosure of Plan Related Information.

Each party agrees to hold information it receives from the other pursuant to this Agreement in strict confidence. Furthermore, each party warrants to the other that it shall not disclose to any third party, except as otherwise provided herein, proprietary information that it may acquire in the performance of this Agreement; nor shall it use such proprietary information for any purposes other than to fulfill its contractual obligations under this Agreement or as required by law.

This subsection shall survive and continue in full force and effect notwithstanding the expiration or termination of this Agreement.

Termination, Resignation or Replacement

Each party may terminate this Agreement at any time by providing at least ten (10) business days written notice to the other party. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations shall survive any expiration or termination of this Agreement.

Upon termination of this Agreement, Nationwide shall be under no obligation to carry out payment instructions on behalf of the Sponsor or any successor Provider chosen by the Sponsor unless such parties enter into a new Agreement with Nationwide. Further, Sponsor acknowledges that Nationwide cannot and is not under any legal obligation to facilitate refunding any appropriately paid payment to Provider under the terms of this Agreement.

Termination of Prior Agreements

As of the effective date of this Agreement, this Agreement shall supersede and replace any prior agreements between the parties pertaining to the subject matter hereof.

Notice

All notices to be given pursuant to this Agreement shall be given in writing and delivered by personal delivery or by postage prepaid, registered or certified United States first class mail, return receipt requested, overnight mail, or by facsimile, or similar means of same day delivery (with a confirming copy by mail as provided herein). All notices shall be given or sent to the addresses shown herein or as Nationwide has on file for each party.

Executed Copies

Sponsor hereby authorizes Nationwide to send executed copies of this Agreement to Sponsor, Provider, and the Plan's authorized representative.

Authority

The Plan Sponsor by accepting and acknowledging this Agreement represents that performance of the Agreement is within the scope of the activities authorized by the Plan and applicable laws and that he or she is duly authorized to negotiate, enter into, and renew this Agreement on behalf of the Plan.

Each party represents to the others that the person executing this Agreement on its behalf is duly authorized and empowered to execute this Agreement.

Nationwide and the Plan Sponsor hereby agree with the provision set forth in this Agreement and the verification set forth above.

In Process

Exhibit A - Administrative Procedures for Advisory Firm Services Payment Agreement

The Service Provider will be compensated in one of the ways listed below based on their selection within the Agreement. The relevant service period is for the preceding calendar quarter. The fee amount will be calculated and deducted on the last business day of each quarter, a day on which Nationwide and the New York Stock Exchange are both open for business ("Business Day"), except as noted in the Final Service Period section below. The fee will be deducted prior to any distributions being processed on the date of the fee deduction and may be deducted from any funding vehicle(s) in the account, with the exception of self-directed brokerage accounts. The fee type selected within the Agreement will be calculated and deducted quarterly as follows:

Full Service Period

- For fees that are a percentage of Plan assets, the amount to be deducted quarterly will be calculated based on the total market value of the Plan assets less the value of the SDBA assets if so indicated in the Payment Arrangement Section on Page 1 of this document, as of the last Business Day of each quarter, except as noted in the Final Service Period section below. The market value will be multiplied by the annual fee percentage times the number of days in the period divided by the number of days in the year. The calculated amount will be deducted pro-rata across all Participant and Plan-level accounts with a balance in the Plan.
- For fees that are an annual dollar amount per participant, the fee will be deducted on the last business day of the quarter, except as noted in the Final Service Period below. The amount deducted each period will be determined by multiplying the annual fee times the number of days in the quarter, divided by the number of days in the year, and will be deducted pro-rata across all Participant and Plan-level accounts with a balance in the plan.
- For fees that are an annual flat fee, the fee will be deducted on the last business day of the quarter, except as noted in the Final Service Period below. The amount deducted will be determined by multiplying the annual fee times the number of days in the quarter, divided by the number of days in the year. The fee will be deducted pro-rata across all Participant and Plan-level accounts with a balance in the plan.

Initial Service Period

For the initial service period, the quarterly fee will be determined using one of the fee types listed above, but will be prorated for the number of calendar days from the day the initial service period commences until the last day of the quarter. The initial service period will commence at the later of either the effective date of this agreement, or the date the first deposit is received into this account.

Final Service Period

If this Agreement is terminated, as described in the Termination, Resignation, or Replacement section of this Agreement, a final quarterly fee will be deducted. If the ending date of the service period is not on the last Business Day of the quarter, the quarterly fee will be prorated for the number of days in the quarter for which the Agreement was in affect. When calculating a fee that uses a percentage of assets, if applicable, the fee will be calculated on the day of deduction using the prior Business Day's market value. According to the applicable termination scenario, the timing of the deduction and the number of days for the fee proration calculation will follow the processes outlined below:

- **Agreement is terminating, but the Plan is staying with Nationwide:** The final fee will be deducted within five Business Days after Nationwide receives notification of the Agreement terminating. The ending date of the service period for purposes of calculating the proration of the fee will be the date of the fee deduction.
- **Plan assets are liquidating due to Plan termination or Plan transfer:** For plans that are transferring, the last date of the service period used for calculating the proration of the fee and the deduction of the final fee will be the scheduled date of transfer. For Plan terminations, the last date of the service period used for calculating the proration of the fee will be the day prior to the scheduled commencement date for plan termination withdrawals. The deduction of the fee will occur on the day Nationwide begins to process the termination withdrawals.



Service Provider Data Sheet Licensing Services Division Nationwide Life Insurance Company

PO Box 182835, Columbus, OH 43218-2835
Phone: 800-321-6064 • Fax: 877-634-5264 • nationwide.com

1. Service Provider Information (required)

Is the Service Provider an individual or an entity? Individual Entity

NOTE: Please provide the information for the indicated Service Provider. e.g. - Do not provide an Individual name if Entity is selected above.

Full Name: Brent Langland SSN/Tax ID: _____
Date of Birth: 06/27/1984 Business Email: brent.langland@milliman.com
Business Phone: 503-227-0634 Business Fax: _____
Business Address: 1455 SW Broadway, Suite 1600
City: Portland State: OR ZIP: 97201

2. Firm/Individual to Receive Fees Information (required)

Who will receive the fees? Individual Firm

NOTE: Please provide the information for the indicated recipient of the fees. e.g. - Do not provide an Individual name if Firm is selected above.

Full Name: Milliman, Inc SSN/Tax ID: 91-0675641
Bank Name: Wells Fargo Bank, N.A.
City: San Francisco State: CA ZIP: 94104
Account Type: Checking (voided check is required)
 Savings (letter from bank is required)
ABA (Routing)#: _____ Account #: _____

3. Service Provider Signature (required)

Information provided by Nationwide to Service Provider shall be kept strictly confidential. Service Provider agrees to protect and maintain the confidential information with reasonable care, which shall not be less than the degree of care it uses to protect its own confidential information. Furthermore, Service Provider agrees not to use or disclose confidential information other than on a "need to know basis" and then only as (i) necessary to carry out the purpose for which the confidential information was disclosed, (ii) expressly authorized by Plan Sponsors (a copy of such authorization must be provided to Nationwide prior to the release of confidential information), or (iii) required by law.

The Service Provider is not providing investment management or advisory services.

Name: (please print) Brent Langland
Signature:  Date: 10/27/2023 | 7:22:20 AM PDT
450F6DB64AE74CD...

Please note: failure to complete all fields of this form may delay processing

4. Submission Information

Please use the following Nationwide contact information to submit this completed form. This form can be mailed, faxed, or Emailed to Licensing Services Division.

Standard Mailing Address:	Overnight Mailing Address:	Fax: 877-634-5264
NF Licensing	NF Licensing	
Nationwide Insurance Company	Nationwide Insurance Company	Email: license@nationwide.com
PO Box 182835	3400 South Park Place, Ste A, DSPF-F3	
Columbus, OH 43218-2835	Grove City, OH 43123-4856	

Questions? Contact NF Licensing Services Division by Phone:
800-321-6064 or 800-367-5939 (Private Sector Retirement Plans)

Sold Case Administration Information Form

To be completed by Third Party Administrator

Page 1 of 1

1. Plan Information

Legal Plan Name: Morrow County Defined Benefit Plan
 Plan Street Address: 110 N Court St
 City: Heppner State: OR Zip: 97836
 IRS Plan #: 00 Employer TIN: _____ Trust TIN: _____
 Plan Sponsor Contact: Matthew Jensen
 Phone: (541) 256-6074 Email: mjensen@co.morrow.or.us
 Payroll Provider: In-House

2. Fiduciary Responsibility

Do you have a copy of the plan document on file in your office? Yes No
 Is the plan subject to ERISA? Yes No
 Has a member of your firm or the Sales Representative had a face-to-face meeting with the client? Yes No
 Is there currently or has there ever been any pending litigation against one of the fiduciaries responsible for the plan? Yes No
 Has the Department of Labor noted any wrong doings or potential violations of any fiduciaries of the plan? Yes No
 Is there any information that Nationwide should be aware of before they agree to serve as Trustee or Custodian of this plan? Yes No
 Are loans permitted to be taken from the plan? Yes No
 If Yes, select Reporting Option: None Loan Management System

3. Source Selection

NOTE: Safe Harbor or any other source types not listed below may be added using a blank source line.

Source:		Included and Directed By:	Immediate Vesting?
1 - Employer Discretionary	Yes	<input type="checkbox"/> Employee <input checked="" type="checkbox"/> Employer	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2 - Employee Pre-Tax Deferral	No	<input type="checkbox"/> Employee <input type="checkbox"/> Employer	<input type="checkbox"/> Yes <input type="checkbox"/> No
3 - Employer Matching	No	<input type="checkbox"/> Employee <input type="checkbox"/> Employer	<input type="checkbox"/> Yes <input type="checkbox"/> No
4 - Employee Post-Tax Voluntary	No	<input type="checkbox"/> Employee <input type="checkbox"/> Employer	<input type="checkbox"/> Yes <input type="checkbox"/> No
5 - Rollover	No	<input type="checkbox"/> Employee <input type="checkbox"/> Employer	<input type="checkbox"/> Yes <input type="checkbox"/> No
6 -	No	<input type="checkbox"/> Employee <input type="checkbox"/> Employer	<input type="checkbox"/> Yes <input type="checkbox"/> No
7 -	No	<input type="checkbox"/> Employee <input type="checkbox"/> Employer	<input type="checkbox"/> Yes <input type="checkbox"/> No
8 -	No	<input type="checkbox"/> Employee <input type="checkbox"/> Employer	<input type="checkbox"/> Yes <input type="checkbox"/> No
10 - Catch-Up Contribution	No	<input type="checkbox"/> Employee <input type="checkbox"/> Employer	<input type="checkbox"/> Yes <input type="checkbox"/> No
11 -	No	<input type="checkbox"/> Employee <input type="checkbox"/> Employer	<input type="checkbox"/> Yes <input type="checkbox"/> No
12 -	No	<input type="checkbox"/> Employee <input type="checkbox"/> Employer	<input type="checkbox"/> Yes <input type="checkbox"/> No
21 - Roth Contribution	No	<input type="checkbox"/> Employee <input type="checkbox"/> Employer	<input type="checkbox"/> Yes <input type="checkbox"/> No

4. Administrator Charges

If you will be deducting fees from the plan or wish for the Administrator Preferences on file to be overridden, please complete this section. Additional charges not listed may be added using a blank line (limit 25 Characters) or uploaded via PAS. **If no fees are to be deducted, please input zero (\$0) in the applicable fields below.**

Charge/Fee Deducted	Annual Amount	Frequency*	Calendar or Plan Year
Single Sum Charge	\$ 0	<input type="checkbox"/> M <input type="checkbox"/> Q <input type="checkbox"/> S <input type="checkbox"/> A	<input type="checkbox"/> Calendar <input type="checkbox"/> Plan
Per Participant Charge	\$ 0	<input type="checkbox"/> M <input type="checkbox"/> Q <input type="checkbox"/> S <input type="checkbox"/> A	<input type="checkbox"/> Calendar <input type="checkbox"/> Plan
Distribution Fee	\$ 0	<input type="checkbox"/> M <input type="checkbox"/> Q <input type="checkbox"/> S <input type="checkbox"/> A	<input type="checkbox"/> Calendar <input type="checkbox"/> Plan
QDRO Fee	\$ 0	<input type="checkbox"/> M <input type="checkbox"/> Q <input type="checkbox"/> S <input type="checkbox"/> A	<input type="checkbox"/> Calendar <input type="checkbox"/> Plan
	\$	<input type="checkbox"/> M <input type="checkbox"/> Q <input type="checkbox"/> S <input type="checkbox"/> A	<input type="checkbox"/> Calendar <input type="checkbox"/> Plan
	\$	<input type="checkbox"/> M <input type="checkbox"/> Q <input type="checkbox"/> S <input type="checkbox"/> A	<input type="checkbox"/> Calendar <input type="checkbox"/> Plan

*frequency may be M-Monthly, Q-Quarterly, S-Semi-Annually, or A-Annually

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**Nationwide® Retirement Plans
Nationwide Retirement Flexible Advantage
Acceptance Agreement**

Case Number: 196-89122

Legal Plan Name: Morrow County Defined Benefit Plan

Attached to and made part of this Acceptance Agreement are the following documents between the Plan Sponsor and Nationwide Trust Company, FSB.Á

- Nationwide Retirement Flexible Advantage Program AgreementÁ
- Nationwide Plan Service Provider Payment AgreementÁ

By signing below, the Plan Sponsor or authorized signer, acknowledges that they have read all documents indicated above, inclusive of all Schedules, which are hereby incorporated by reference as if fully set forth herein this Acceptance Agreement, and agree to the terms and completed variables within.

Further, the signatories acknowledge that they have the authority to cause the Plan to enter into a contractual relationship with all parties as indicated in this Acceptance Agreement, with respect to these documents and will be subject to all rights and obligations contained therein and have received all required disclosures as required by Employee Retirement Income Security Act of 1974, as amended, including regulations thereunder, 408(b)(2). If the signatory authority under the Plan changes, the signatories have the affirmative obligation to alert Nationwide within a reasonable time of such change.

Plan Sponsor Signature

Date

In Process

Printed Name of Plan Sponsor

Phone Number for Plan Sponsor

mjensen@co.morrow.or.us

Email for Plan Sponsor

Address for Plan Sponsor:

110 N Court St

(Street)

Heppner, OR 97836

(City, State, Zip)



By signing below, Nationwide Trust Company, FSB has agreed to and accepted all rights and obligations contained in the following document(s):

- Nationwide Retirement Flexible Advantage Program Agreement
- Nationwide Plan Service Provider Payment Agreement

By: Nationwide Trust Company, FSB

Date

Nationwide Trust Company, FSB Title

In Process

**Nationwide® Retirement Plans
Nationwide Retirement Flexible Advantage
Acceptance Agreement**

Case Number: 196-89122

Legal Plan Name: Morrow County Defined Benefit Plan

Attached to and made part of this Acceptance Agreement are the following Plan Service Provider documents:

- **Nationwide Plan Service Provider Payment Agreement**

By signing this agreement the Plan Service Provider agrees to the terms stated throughout this agreement. Further the Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative acknowledges that such documents have been delivered via hard copy and/or electronic means and hereby acknowledges that they have received all documents in their entirety.

Brent Langland
with Milliman

DocuSigned by:

Brent Langland

Signature of Plan Service Provider

Date

Brent Langland

Printed Name of Plan Service Provider

brent.langland@milliman.com

Email for Plan Service Provider

Address for Plan Service Provider:

1455 SW Broadway Suite 1600

(Street)

Portland, OR, 97201

(City, State, Zip)

In Process

**Nationwide® Retirement Plans
Nationwide Retirement Flexible Advantage
Acceptance Agreement**

Case Number: 196-89122

Legal Plan Name: Morrow County Defined Benefit Plan

Attached to and made part of this Acceptance Agreement are the following Administration Firm documents:

- **Nationwide Retirement Flexible Advantage Program Agreement**

By signing below, the signatory on behalf of the Administrative Firm, hereby accepts the appointment of Administrative Firm and agrees to the duties as described in this agreement. Further the Administrative Firm acknowledges that such documents have been delivered via hard copy and/or electronic means and hereby acknowledges that they have received all documents in their entirety.

DocuSigned by:



10/30/2023 | 10:44:31 AM PDT

Signature of Administration Firm

Date

Eric Thorne

Printed Name of Administration Firm

In Process



SERVICE AGREEMENT

EMPLOYEE BENEFITS

Employer: **Morrow County**

RECITALS

- A. The above-named employer ("Employer") desires to retain National Benefit Services, LLC ("NBS"), a Utah limited liability company, (collectively, the "Parties") to provide employee benefit services in a manner consistent with the law. As used throughout this agreement, "law" refers to the federal or state legal requirements identified in the "Schedule of Defined Terms, Services and Obligations" attached to this agreement as "Schedule A."
- B. The Parties understand and agree that the employee benefits to which this agreement applies are subject to legal requirements which identify and define the obligations undertaken by the Employer or plan in providing the benefits.
- C. The Parties further understand and agree that regardless of whether the law identifies the Employer or a plan fiduciary as responsible for the manner in which employee benefits are provided, the use of "Employer" in this agreement is intended by the Parties to identify the individual or entity held responsible under the law.

Accordingly, the Employer hereby retains NBS to provide employee benefit services according to the following terms and conditions, which together with all the schedules attached hereto, represents the entire agreement of the Parties ("Service Agreement"):

AGREEMENT

1. **Defined Terms.** Terms with special meaning in the Service Agreement are defined when first used and are capitalized thereafter. Certain terms specific to the services selected by the Employer are defined in Schedule A.
2. **Engagement and Services.** NBS agrees to provide the services described in Schedule A according to the terms and conditions of the Service Agreement, which include the Employer Obligations listed in Schedule A.
3. **Fees.** The costs for the selected services are itemized on a Fee Schedule applicable to such services attached hereto as "Schedule B." At the end of each calendar year, NBS has the right to increase the fees listed in Schedule B as necessary to account for inflation costs in the industry. Any automatic increase, however, shall not exceed the prior-year fees by more than four (4) percent. In no event shall an update to the amounts listed in Schedule B to implement an increase under this Section be considered a "modification" of the Service Agreement as described in Section 4. This Section 3 shall not apply to fee changes necessitated because of increases in the cost of administration (including changes in regulatory requirements) or to ensure the assessed fees are consistent with industry standards. Changes in fees which are not due to inflation costs shall be governed by Section 4 of the Service Agreement.
4. **Modification.** Either Party may request modification of the Service Agreement in writing. As provided in this Section 4, no modification of the Service Agreement shall be effective until approved by the Party to be bound.
 - A. For material modifications to Schedule A, NBS will notify Employer in writing of the proposed changes and request Employer's signed approval. If NBS does not receive Employer's approval or written objection within thirty (30) days of receipt of written notice, NBS may:

- i. Deem the modifications as accepted by Employer;
 - ii. Suspend performance of services under the Service Agreement until consent is given; or
 - iii. Terminate the Service Agreement.
- B. Unless NBS receives prior written objection from the Employer, the Employer's consent is deemed received thirty (30) days after receipt from NBS of any notice proposing the following:
- i. Any modification of a Schedule B.
 - ii. Any modification of a Schedule A, which NBS, in its sole discretion, considers non-material.
5. **Employer's General Obligations to NBS.** The Employer acknowledges that under the law, providing plan documents or filing reports in an untimely manner or which contain errors or omissions may result in fines or penalties, including the disqualification of a qualified benefits plan (if applicable). The Employer further acknowledges that NBS may rely solely upon, and shall have no responsibility to independently verify the accuracy of, information provided by the Employer. Accordingly, the Employer shall:
- A. Provide NBS with all information requested by NBS in good order. As used in the Service Agreement, "in good order" shall mean without limitation information which is:
 - i. Verified and warranted by Employer to be complete and accurate;
 - ii. Compliant with the document type and formatting requirements specified by NBS for the information requested; and
 - iii. Furnished to NBS in a timely manner. As used in the Service Agreement, "timely manner" shall mean received by NBS no later than the date specified in the Service Agreement or in any written notice from NBS.
 - B. Pay all amounts billed by NBS for extra hourly work at the rate stated on a Schedule B for any administrative services repeated by NBS because information was not provided by the Employer in good order.
 - C. To the extent permitted by law, hold NBS harmless for any consequences that may result from NBS's inability to complete its work, in the ordinary course of business, due to the failure of the Employer to provide information to NBS in good order.
 - D. Review all documents and reports prepared by NBS for accuracy and consistency with the Employer's own records. Employer waives the right to request corrections or return of fees if not reported to NBS within thirty (30) days of receipt of the document or report.
 - E. Ensure all government reports which NBS prepares are timely filed with the appropriate agency.
 - F. Pay any fines resulting from a failure to timely file required government reports with the appropriate agency, if failure is caused by Employer's delay in providing information to NBS in good order.
 - G. Timely provide required benefit information to relevant parties (employees, participants, beneficiaries, etc. as applicable). As used herein "required benefit information" shall include, without limitation: notices, elections, and reports required under the law.
 - H. Comply with all benefit plan provisions (where the services selected by the Employer are for a qualified plan or plans) and all relevant legal requirements.
 - I. Be responsible for payment of all amounts that may become due and owing under the Service Agreement.

Note: some or all of these Employer Responsibilities may be outsourced to NBS as outlined in the Fiduciary Services Schedule A

6. **Controlled Groups.** The Employer acknowledges that:
- A. The law includes complex rules governing business associations such as controlled groups, affiliated service groups, employee lease arrangements, and management organizations.
 - B. The rules governing business associations may impact the operation and qualified status of employee benefits and that NBS does not provide analysis nor determine the effect of these rules on such benefits.
- Accordingly, the Employer warrants and agrees that:
- C. The Employer has disclosed to NBS all related businesses and associations relevant to the benefits and the administration of the benefits;
 - D. If any related businesses and/or associations exist, the Employer has obtained certification from a competent professional as to (1) whether a controlled group, affiliated service group, employee lease arrangement, and/or management organization exists with the affiliation(s) and (2) whether such group has any current issues, concerns, and/or complications;
 - E. The Employer shall notify NBS in writing prior to any relevant changes in business structure or organization. For purposes of the Service Agreement "relevant changes in business structure or organization" shall include, but is not limited to:
 - i. Any change in name or ownership of the Employer;
 - ii. Any change in the Employer's business entity type which may impact the qualified status of the benefits and the administration of such benefits; and
 - iii. Any change which results from merger or acquisition involving the Employer.
 - F. Upon request, the Employer shall certify in writing, that the warranties provided in this Section 4 remain accurate and current.
7. **Form of Notice.** Notice of termination of the Service Agreement shall be in the manner prescribed in section 23. All other notices required or identified herein shall be in writing and conveyed to the other Party in the manner best-calculated to provide the recipient with actual notice. If notice is conveyed by email, sender shall require proof of receipt. Notice will at a minimum convey what action is required to be taken by the Party receiving the notice and will specify a clear deadline for compliance.
8. **Format of Documents.** All documents to be provided pursuant to the Service Agreement, unless otherwise provided herein, shall be provided electronically. For purposes of the Service Agreement, documents provided in a secure format will be considered "received" when both the document and the means to access the document have been received by the intended Party.
9. **Time is of the Essence/Force Majeure.**
- A. For all the services selected by the Employer and provided by NBS, time is of the essence. Deadlines applicable to the services provided hereunder shall be identified in Schedule A or by specific notices provided to the Employer. Except as specifically provided in Section 9.B., failure by the Employer to comply with the timing provisions specifically identified in the Service Agreement or through notices by NBS shall constitute a breach of the Service Agreement.
 - B. Neither Party shall be held responsible for the delay or failure to perform services and/or obligations under the Service Agreement when such delay or failure is due to fire, flood, epidemic, strike, an act of God or any public enemy, unusually severe weather, failure or malfunction of any electronic, electric or mechanical equipment, legislative or regulatory acts of any public authority, delays or defaults caused by public carriers, or other circumstances which cannot reasonably be forecasted or provided against.

10. **Ministerial Services Only.**

- A. Unless this agreement includes a Fiduciary Services Schedule A, the Parties acknowledge and agree that NBS will NOT act as a "Plan Administrator" or "Fiduciary" to a Plan as defined in ERISA § 3. The Parties further acknowledge that the Service Agreement does not grant NBS any discretionary authority or control regarding management or administration of the benefits and that the services provided by NBS shall not be construed by the Parties as management or disposition of benefit plan assets.
 - B. The Parties acknowledge and agree that NBS will not provide investment advisory services, and that the services provided hereunder will not be interpreted as investment advice as that term is used in ERISA § 3(21)(A).
 - C. The Parties also acknowledge and agree that NBS will not provide accounting services outside of the record-keeping services required for benefit administration as listed in Schedule A. Furthermore, NBS will have no liability for the accuracy or completeness of any of the books or records regarding the administration of the benefits for any period preceding the signed date of the Service Agreement.
 - D. Although NBS employs licensed in-house attorneys to discharge its obligations under the Service Agreement, NBS will not provide legal services or legal advice to the Employer. Accordingly, the Employer will be responsible to have all documents and forms completed by NBS reviewed by competent legal counsel to ensure that they are appropriate for and meet the specific requirements of the benefits selected by the Employer. The Employer agrees to consult with an attorney experienced in employee benefit matters regarding any questions or concerns that the Employer may have relative to benefit plan qualification, coverage of employees, and any other issues of a legal nature.
11. **Nonexclusive Services.** The Parties acknowledge and agree that NBS will be performing similar services and other types of work for other employers. Nothing contained in the Service Agreement shall grant to either Party any right, title, or interest in or to the business activities or opportunities of the other Party—or the power or authority to contract on behalf of the other Party—other than as specifically provided in the Service Agreement.
12. **Legal Compliance.** Each of the Parties hereto agrees to comply with all applicable federal, state, and local laws, rules and regulations in the performance of their respective responsibilities under the Service Agreement, including any mandated confidentiality requirements.
13. **Cooperation from NBS.** Upon the Employer's request, NBS will promptly provide all benefit information necessary for an audit or investigation to the specified entity and in the manner requested. Without limiting the foregoing, "audit or investigation" includes any investigation by the Department of Labor and audits conducted by the Internal Revenue Service, the Employer, or by a third party firm designated by the Employer. The first three hours of audit support is included in the Audit Coordination fee, additional support shall be billed at the rate for extra hourly work.

GENERAL CONDITIONS

14. **Billing Procedures and Collections.** Consideration for providing the services listed in Schedule A shall be by payment of the fees identified in Schedule B. Fees for services rendered are payable by the Employer, or other party as agreed upon in Schedule B, upon receipt of an accurately invoiced statement for services. Acceptance by NBS of any payment by a third party shall not constitute a waiver of any rights NBS may have under the Service Agreement or by law to collect from the Employer amounts due and owing to NBS for services provided. If NBS does not receive payment in full within thirty (30) days of the statement date, the Employer's account shall be subject to a FINANCE CHARGE of 1.5% per month (18% APR). If the Employer's state of domicile requires a lesser rate, the Employer's past-due balance shall be subject to a FINANCE CHARGE at the highest allowable rate. If NBS does not receive payment in full within sixty (60) days of the statement date, NBS may terminate the Service Agreement immediately and pursue collection actions. Employer understands and agrees that it is responsible for all unpaid participant fees. This Section 14 does not apply to Claim Reserve

funding for welfare benefit plans. For the Employer's obligations related to billing and remittance of Claim Reserve funds for welfare benefit plans, see the applicable welfare benefit Schedule A.

Should NBS employ an attorney to assist in the collection of past due fees, the Employer shall pay all resulting collection costs and attorney fees whether or not litigation commences.

15. **Compliance/Breach.** If the Employer fails to perform any of the terms and conditions of the Service Agreement, the Employer shall be deemed in material breach of the Service Agreement, and NBS shall have the right to cease to provide any further services for the Employer and terminate the Service Agreement. If the breach arises for reasons other than non-payment of fees, NBS may notify the Employer in writing of the breach and instruct how and by when the Employer must cure the breach. Such notice may include, as necessary, the amount of any additional charges the Employer must pay to enable NBS to meet applicable federal deadlines. If the Employer does not cure the breach within the timeframe stated in the notice, NBS may terminate the Service Agreement without waiving NBS's right to receive payment for services rendered and costs incurred, or to exercise any other remedies available at law or equity.

If NBS fails to perform any material terms and conditions contained in the Service Agreement, NBS shall be deemed in breach of the Service Agreement, and the Employer may terminate the Service Agreement or suspend payments under the Service Agreement to NBS until such breach is cured. If the Employer chooses to suspend payments, the Employer shall submit a written notice to NBS stating that it considers NBS in breach and has suspended payment. If NBS does not cure the breach within fifteen (15) days of receiving the notice, either party may terminate the Service Agreement.

16. **Jurisdiction and Venue.** The Service Agreement shall be construed, administered and enforced in accordance with the laws of the state where the services under the Service Agreement are performed. Additionally, the Parties submit to the exclusive jurisdiction of and venue in the appropriate state or federal courts located in the county where the services under the Service Agreement are performed.
17. **Damages.** A Party's liability to the other arising out of or relating to the Service Agreement—including liability for any claim for indemnification—will not exceed the lesser of the total fees payable to NBS for services for the current or most recent contract year or \$50,000. In no event will either Party be liable to the other for any consequential, indirect, special, incidental, or punitive damages—regardless of the form of action—whether in agreement, tort, strict liability or otherwise, even if advised of the possibility of such damages and even if the damages were foreseeable. The limitations in this section do not apply to any amounts owing under the terms of the Service Agreement, any claims for attorney fees, or other litigation costs either Party is entitled to recover.
18. **Indemnification.** NBS and the Employer agree to assist each other to resolve matters in dispute or potential liability to the Parties through open, amicable, and timely communication.

To the extent permitted by law, the Employer hereby agrees to indemnify, defend, and hold harmless NBS and its members, officers, agents, and employees from and against any and all claims, damages, judgments, liabilities, attorney and professional fees, court costs, and litigation costs caused by, arising out of, or relating to (1) any act or omission by the Employer or its agent which occurred prior to the effective date of the Service Agreement; (2) any information provided, or instructions given, by the Employer or its agent to NBS pursuant to the Service Agreement; (3) the Employer's failure to disclose any controlled-group issues or to obtain the controlled-group certification required under the Service Agreement; (4) the Employer's material breach of the Service Agreement; or (5) any claim by any third-party against NBS arising from the Employer's failure to perform or comply with the terms and obligations of any qualified benefit plan, applicable statutes, and regulations governing benefit plans or the Employer's gross negligence or willful act or omission. The Employer will not indemnify against any liability resulting from gross negligence, willful misconduct, actual fraud, or criminal conduct of NBS.

To the extent permitted by law, NBS hereby agrees to indemnify, defend and hold harmless the Employer and its members, officers, agents, and employees from and against any and all claims, damages, judgments, liabilities, attorney and professional fees, court costs, and litigation costs caused by, arising out of, or relating to (1) NBS's material breach of the Service Agreement or (2) any claim

by a third party against the Employer arising from the gross negligence or willful act or omission by NBS. NBS will not indemnify against any liability resulting from gross negligence, willful misconduct, actual fraud, or criminal conduct of the Employer.

Within thirty (30) days receipt of any such litigation or demand, NBS and the Employer agree to give one another prompt written notice of any claim threatened or instituted against the other which might constitute the basis for a claim of indemnity by either Party against the other. If either Party does not notify the other within the said thirty (30) days, this indemnification is null and void against the Party who fails to make such notification. Any successful indemnification claim is limited in damages as described in section 17.

19. **Integration and Severability.** The Service Agreement, together with all attachments hereto, including all schedules and exhibits, represents the entire agreement of the Parties and supersedes any prior agreement as to the subject matter contained herein. In the event that any provision or portion of the Service Agreement is declared void or unenforceable in a court of law, the remaining provisions of the Service Agreement shall remain binding upon the Parties as if the void or unenforceable provision had not been originally included.
20. **Consent to Breach or Waiver.** Any consent to breach or waiver of any provision of the Service Agreement shall be in writing. Such writing shall establish the scope and terms of the waiver or consent and shall be signed by the Party waiving its right. In no event shall a Party's failure to enforce any provision of the Service Agreement be deemed a consent to breach or a waiver of any provision of the Service Agreement; nor shall any written consent to breach or a waiver of any provision of the Service Agreement be deemed to extend beyond its express terms.
21. **Headings.** Section headings in the Service Agreement are for the purpose of convenience only and are not intended to affect the meaning or interpretation of the Service Agreement.
22. **Multiple Counterparts.** The Service Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same agreement.
23. **Termination of Service Agreement.** The Service Agreement may be terminated by either Party on thirty (30) days written notice or on such shorter time as the Parties may agree in writing. Early termination by the Employer, unless agreed upon in writing, shall result in an early termination fee. The early termination fee shall be the greater of the amount of the most recent invoice or \$500.00. Notice shall be deemed effective as of the date the written notice of termination is deposited in the United States Mail or on such date that the Party giving notice of termination delivers the notice electronically (for example, by e-mail) using such means as the Parties have used to communicate in writing during the period that the Service Agreement has been in effect.

Unless the Parties otherwise agree in writing to specific delivery conditions, upon termination of the Service Agreement, NBS shall provide to the Employer, within a reasonable time following termination, all benefit information which NBS considers necessary to enable the Employer to continue operation of the benefit. Such information shall be provided in an electronic format at the address contained in NBS's records at the time of termination of the Service Agreement. Any information classified as Protected Health Information ("PHI") under HIPAA shall be provided, if at all, only as permitted under HIPAA. NBS shall be entitled to full payment of all fees for services rendered for the Employer, including services provided subsequent to the date of termination of the Service Agreement as requested by the Employer, and for copy charges associated with any requests for benefit records or documents.

The Parties acknowledge that upon termination, any continued reliance by the Employer, or any of the Employer's agents or representatives, on any benefit forms, documents and/or records, including any plan document, created and provided by NBS are at the Employer's complete and sole risk. NBS shall not be held liable in any way for such reliance.

24. **Record Access and Maintenance.** Subject to all applicable benefit and privacy requirements, records maintained by NBS, which are reasonably necessary to the performance of the services, may be examined by the Employer, governmental regulatory agencies, or any other person lawfully entitled to access them. NBS shall maintain these records until they are provided to the Employer.

IN WITNESS HEREOF, the Parties have executed the Service Agreement for the following benefit services:

- Defined Benefit

effective as of the date of execution by the Employer below.

Morrow County

Signed: _____
(Its Authorized Agent)

Title: _____

Date: _____

NATIONAL BENEFIT SERVICES, LLC

Signed: Paul R Lovell
(Its Authorized Agent)

Title: CEO

Date: September 18, 2023

NATIONAL BENEFIT SERVICES, LLC

EXHIBIT 1 – CYBERSECURITY

NBS has spent decades investing in technologies and enhancing our systems to keep our clients' data safe and secure. NBS satisfies all twelve of the best practices emphasized by the US Department of Labor. Additionally, NBS was one of the first third-party administrators in the country to implement a Service Organization Control (SOC) 2 Type II examination. We have received SOC 2 Type II Certification since 2017. And we endeavor to ensure your peace of mind when it comes to cybersecurity risks.

NBS is audited annually by an independent CPA firm which issues both SOC-1 Type-2 and SOC-2 Type-2 reports. Our efforts in this examination and audit process demonstrate an ongoing commitment to our clients to serve as a dependable, transparent, secure third-party administrator focused on minimizing risk (through effective controls), increasing value, and maintaining service standards. NBS makes available a Service Organization Controls 1 (SOC 1), Type II report. The report is prepared in accordance with the attestation standards of the American Institute of Certified Public Accounts (AICPA), using the Audit and Accounting Guide, Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial Reporting (SOC 1). Our SOC 1 report addresses relevant aspects of our internal control environment, including controls over our retirement and cafeteria benefit plan administration and transaction processing. The SOC 1 report audit attests that NBS control objectives are appropriately designed and that the controls safeguarding client data are operating effectively.

Moreover, NBS also makes available a Service Organization Controls 2 (SOC 2), Type II, report. The report is prepared based on the criteria for a description of a service organization's system set forth in DC section 200, 2018 Description Criteria for Description of a Service Organization's System in a SOC 2 Report to provide reasonable assurance that relevant service commitments and system requirements were achieved based on relevant trust services criteria. The NBS SOC 2 is an evaluation of the design and effectiveness of controls that meet the criteria for security and availability set forth in the AICPA's Trust Services Principles criteria. This report provides additional transparency into NBS's safeguards based on defined industry standards and further demonstrates NBS's ability to protect client data.

NBS understands that you must safeguard your data and find trustworthy contractors who value cybersecurity as much as you. NBS also understands that you have obligations to vet vendors and contractors who handle your data. Consequently, NBS is pleased to make available, upon request, a copy of the most recent SOC1 or SOC2 report free of charge to NBS clients. NBS feels that upon reviewing our SOC reports, most, if not all, of your questions regarding NBS's cybersecurity and data protection will be answered.

If your questions regarding NBS's cybersecurity and data protection are not answered by either our SOC1 or SOC2 reports and you must require NBS to answer some form of security assessment or data protection survey, then NBS will do so at its sole discretion. **HOWEVER, BE AWARE THAT NBS WILL CHARGE YOU THE EXTRA HOURLY WORK RATE LISTED ON SCHEDULE B OF THE SERVICE AGREEMENT (MINIMUM OF TWO HOURS) FOR COMPLETING ANY SECURITY ASSESSMENT YOU REQUIRE.** While NBS appreciates your duty to conduct cybersecurity due diligence, please understand that security assessments can be time consuming, and NBS has invested significant time and money upfront to ensure you have what you need to feel secure about your data.

SCHEDULE 'A'

SCHEDULE A – SERVICES AND OBLIGATIONS
DEFINED BENEFIT PLAN

I. APPLICABLE LAW AND DEFINED TERMS

A. Applicable Law

1. As used in this Service Agreement, “the law” means the relevant portion of the Internal Revenue Code (“the Code”), the Employee Retirement Income Security Act (“ERISA”), and relevant final and proposed regulations adopted under the Code and ERISA.

B. Defined Terms

1. Employees: “Employees” means those employees of the Employer meeting the definition of “employees” under the Code.
2. Employer: “Employer” means the entity identified as the Employer in Recital A of the Service Agreement document. While the operation of the Plan is carried out under distinct, federally defined fiduciary roles which include “plan sponsor,” “plan administrator,” and in some instances “designated plan fiduciary,” “Employer” as used in the Service Agreement shall mean whichever fiduciary is designated by the Plan to fulfill those responsibilities. Unless another individual or entity is named in the Plan Document as the Administrator or the Plan Sponsor, the Employer is considered under ERISA as the Administrator and the Plan Sponsor.
3. Participant: “Participant” means any employee or former employee of an employer, or any member or former member of an employee organization, who is or may become eligible to receive a benefit of any type from an employee benefit plan which covers employees of such employer or members of such organization, or whose beneficiaries may be eligible to receive any such benefit.
4. Plan: “Plan” means the particular Defined Benefit Plan that is sponsored by the Employer for the benefit of its Employees and meets the requirements of § 401(a) of the Code.
5. Plan Document: “Plan Document” means the written instrument within the meaning of § 401(a) of the Code, which contains all of the operating rules adopted by the Employer as prescribed by § 401(a) and the regulations thereunder.
6. QDRO: “QDRO” means Qualified Domestic Relations Order. A QDRO is a judgment, decree, or order for a retirement plan to pay child support, alimony, or marital property rights to a spouse, former spouse, child, or other dependent participant.
7. SPD: “SPD” means the summary plan description that is required to be given to plan participants and beneficiaries. The SPD describes participant and beneficiary rights, benefits, and responsibilities under the plan in understandable language.

II. NBS SERVICES:

NBS shall provide services as described in this Service Agreement on behalf of the Employer and as agreed upon herein by the Parties. NBS shall provide the services described herein in a professional, workmanlike

SCHEDULE 'A'

manner. NBS, as a Third Party Administrator, shall be obligated to perform only those services specifically enumerated in this Service Agreement. NBS reserves the right to perform other services, which in its sole discretion it believes are necessary to the efficient, professional, and workmanlike execution of its obligations hereunder; however, performance of such services not enumerated herein shall not create an ongoing obligation to perform such services. In no event shall NBS be deemed to have breached its obligations to the Employer because of a failure to perform a function not enumerated herein and agreed-upon by the Parties.

A. Plan Setup and Document Services

1. Provide the following documents in the initial year of the agreement or subsequent restatements as necessary to comply with Federal Law. All plan documents provided by NBS should be reviewed by competent legal counsel.
 - a. Plan and Trust documents
 - b. Employer Resolution to adopt the Plan
 - c. SPD
 - d. Loan Policy, as applicable
 - e. QDRO Procedure
2. Provide amendments to the Plan, as required by law and as requested by Employer, with updated SPD or Summary of Material Modifications.
3. Maintain electronic copies of all plan documents, annual statements and reports in PDF format consistent with IRS retention requirements.
4. Receive financial account data from plan trustees and designated third parties.
 - a. Reconcile plan reports to investment company statements
5. Assist Employer in calculating contributions to the Plan to ensure compliance with:
 - a. The provisions of the governing plan document
 - b. Annual benefit limits (IRC § 415)
 - c. Non-discrimination rules (IRC § 401(a)(4))
 - d. Annual compensation limit (IRC § 417)
 - e. Annual Deduction Limit (IRC § 404)
6. Test the Plan to ensure compliance with coverage requirements under IRC §410(b).
7. Test the Plan to ensure compliance with Top-Heavy rules (IRC § 416).
 - a. Identify Key Employees
 - b. Calculate the Top-Heavy ratio
 - c. Verify that benefit and vesting structures are appropriate for the Plan's Top-Heavy status
8. Provide Annual AFTAP Certification and/or PBGC Forms, as applicable.
9. Assist Employer with distribution of benefits to participants and beneficiaries by:
 - a. Ensuring compliance with distribution provisions of the Plan
 - b. Providing appropriate election forms, notices, and disclosures
 - c. Calculating vesting percentage

SCHEDULE 'A'

- d. Ensuring compliance with minimum distribution rules under IRC §401(a)(9)
 - e. Determining appropriate action with respect to income tax withholding and ensure compliance with withholding rules
 - f. As required prepare IRS forms for submission by Employer:
 - i. Form 1099-R (Distributions from Pensions, Annuities, Retirement or Profit Sharing Plans)
 - ii. Form 1096 (Annual Summary and Transmittal of U.S. Information Returns)
 - iii. Form 945 (Annual Return of Withheld Federal Income Tax)
10. Assist Employer in administration of participant loan program, if applicable, by:
- a. Ensuring compliance with plan document, loan policy and IRC § 72(p)
 - b. Providing loan documents in accordance with loan policy
 - c. Monitoring loan repayment and assisting Employer in meeting reporting requirements on defaulted loans
11. As required, provide participant statements that meet the requirements of the benefit statement provisions of ERISA (as amended by the Pension Protection Act of 2006).
12. Provide Employer with Participant notices and reports as required for distribution by Employer.
13. Prepare a signature-ready Form 5500 (Annual Return/Report of Employee Benefit Plan) together with appropriate schedules in conformance with filing deadlines, including extensions.
14. Prepare a signature-ready schedule 8955-SSA when appropriate.
15. Provide Employer with Summary Annual Report for distribution to plan participants.
16. Provide Employer with daily direct access to a qualified administrator and administrative team during normal business hours.
17. As required, notify Employer of a large plan audit requirement for the plan year. Coordinate audit with employer-selected independent auditor.
18. Assist Employer with IRS audits and DOL investigations.
19. Assist Employer in establishing the qualified status of domestic relations orders and in calculating and processing distributions under a QDRO.
20. Plan Termination Services:
- a. Complete services specified under the Administration Services section of Schedule A for the final, shortened plan year.
 - b. Provide knowledge and direction to the Plan Sponsor in coordinating the plan termination.
 - c. Assist the Plan with the preparation of distribution paperwork for plan participants.
 - d. Assist the Plan with notification to investment provider(s) of pending plan termination.
 - e. Process distributions for participants.

(Note: All outstanding invoices owed to NBS shall be paid prior to completion of the plan termination.)

SCHEDULE 'A'

21. Plan Transfer / Contract Termination Services:

- a. Provide final reports to the succeeding service provider including, but not limited to, the following:
 - i. Year to date account information
 - ii. Loan Report, as applicable
 - iii. Participant Census Report

(Note: All outstanding invoices owed to NBS will be paid prior to releasing of information to the succeeding service provider.)

22. Extra Hourly Work

- a. NBS will charge an additional amount on an hourly basis for services not specified in this Schedule. The hourly rate is specified on Schedule B of the service agreement.

SCHEDULE 'B'

MORROW COUNTY
NBS DEFINED BENEFIT PLAN

FEE SCHEDULE – DEFINED BENEFIT / CASH BALANCE PLAN

PLAN DOCUMENT SERVICES

Plan Document Services Not Applicable

ADMINISTRATION SERVICES

Defined Benefit Annual Administration \$2,000 / Plan Year (billed quarterly)
Plus \$25 / Year / Participant

Takeover of Prior Plan Data \$1,000 / initial
(initial fee, plus hourly billed at Extra Hourly Work rate, as applicable)

MISCELLANEOUS SERVICES

Loan: Truth-in-Lending Disclosure, Amortization Schedule, Funding Coordination (Participant Fee per loan).... \$350 / loan
Distribution: Vesting Calculation and Funding Coordination, 1099R & 1096 (Participant Fee per distribution)..... \$325 / distribution
Participant Locator Fee (Service to locate missing Participant)..... \$25 / participant
Investment Platform Conversion Fee \$650
Printing Fulfillment..... Not included - Price given upon request
Audit Coordination (large plan audit by independent CPA) \$550
Audit Assistance (IRS audit or DOL investigation) \$550
Additional Investment Platforms (as applicable) \$100 / Platform
PBGC Filing Preparation (as applicable) \$750
Plan Termination Services (only applies when the plan terminates)..... same as full year administration fee
Plan Transfer / Contract Termination Services (only upon request)..... \$500
Extra Hourly Work (as specified in Schedule A)..... \$200 / hour

Employer Signature _____ Date _____



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC:
Department:
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date:

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

Attach additional background documentation as needed.



Morrow County Human Resources

NEW FTE/POSITION REQUEST FORM

**To be used for new positions or additional employee requests*

Dept _____

Job Title _____ New Existing

Range _____

Class _____

FTE % _____

Reports to _____

Financial Impacts:

	Wages	Benefits	Materials & Services	Capital Expense	Total
Current Budget					
Proposed Expenses					
Budget w/Changes**					

***Budget adjustment, if necessary, will be prepared and presented separately*

FTE Count History:

FTE Count History	2021	2022	2023
Department FTE			
Position FTE			

Job Summary (Attach complete job description to request):

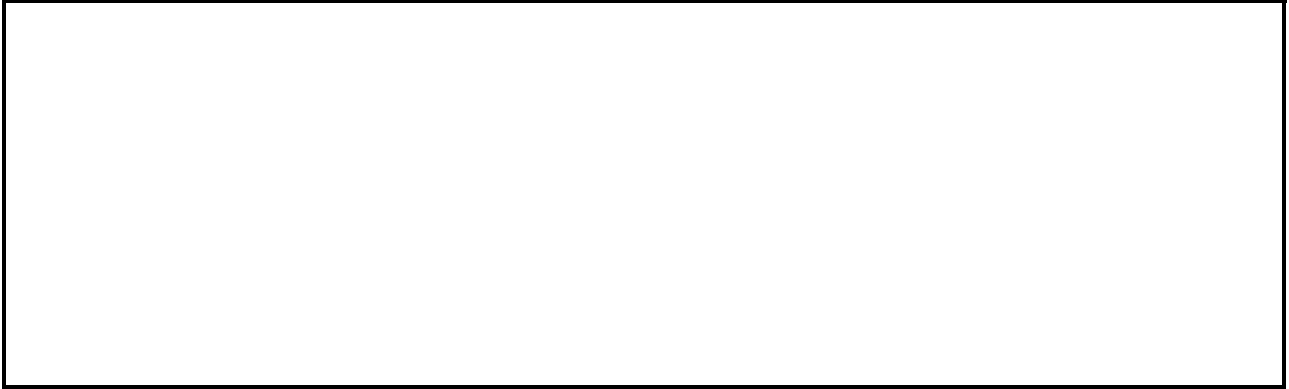
Justification (Why is this position needed, now?):

How will this position be funded? (grants, fees, general fund, etc...):

How would the County benefit, and, what would be the impact to services if not approved?

Where would the position be located? Explain the organization of the office.

Explain any other expenses that would be associated (computer, equipment, vehicle, etc.):

A large, empty rectangular box with a black border, intended for the user to provide details on other expenses associated with the project, such as computer, equipment, or vehicle costs.

Review Process

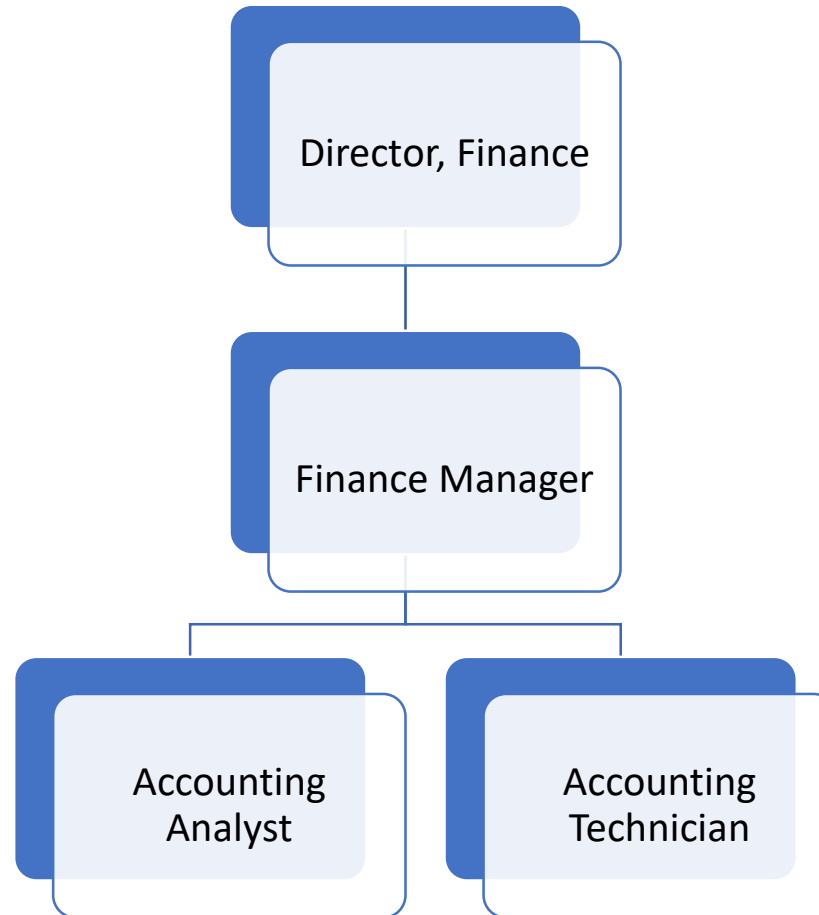
Dept Head	<u>X</u> _____	_____	Date
HR Director	<u>X</u> _____	_____	Date
Finance Director	<u>X</u> _____	_____	Date
Administrator	<u>X</u> _____	_____	Date

Human Resources Findings:

Administrative Review Findings:

Approved by Admin	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="text"/>
	Yes	No	Date
Concurrence by BOC	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="text"/>
	Yes	No	Date

Finance - Proposed



MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, November 15, 2023 at 9:00 a.m.

Morrow County Government Center, Don Adams Conference Room

215 N.E. Main Avenue, Irrigon, Oregon

See Zoom Meeting Info on Page 2

BOC at AOC

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments**
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Agenda**
 - a. Minutes:
5. **Business Items**
 - a.
 - b.
6. **Department Reports**
 - a. Weed Department Quarterly Report (Corey Sweeney)
 - b. Parole & Probation Semi-Annual Report (Gina Wilson)
 - c. Veterans Services Quarterly Report (Stephanie Case)
 - d. Treasurer's Monthly Report (Jaylene Papineau)
 - e. Planning Department Monthly Report (Tamra Mabbott)
 - f. Accounts Payable Monthly Report (Kevin Ince)
7. **Correspondence**
8. **Commissioner Reports**
9. **Signing of documents**
10. **Adjournment**

Agendas are available every Friday on our website (www.co.morrow.or.us/boc under "Upcoming Events"). Meeting Packets can also be found the following Monday.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lutcher at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Administrator, Matthew Jensen, 541-676-2529.

6a

Juvenile Department Quarterly Report to the Board of County Commissioners

Director: Christy Kenny

Report Date: October 13, 2023

Updates/Notes

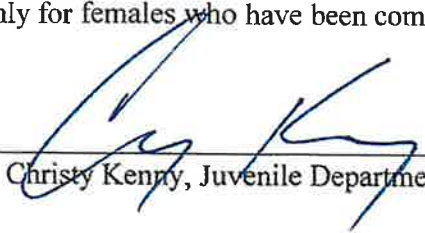
In September, I was able to attend the two-day Oregon Juvenile Department Directors Association (OJDDA) annual conference which was held in Ashland, Oregon this year. There were over 250 participants for the conference and the theme was, "It starts with us." Several of the workshops of interest included motivational interviewing, trauma informed leadership, law changes for juveniles and fentanyl and the impact on communities.

Throughout the year, OJDDA holds numerous trainings for all Juvenile Department staff to ensure continued education. Currently those trainings are on hold to allow for curriculums to be revamped to make sure that all materials are current, relevant and inclusive. This has created some difficulties around the state as new staff need training and are unable to receive it. The Central and Eastern Oregon Juvenile Justice Consortium (CEOJJC) has been looking at bringing some trainers into our area to host a training to make sure that staff have the opportunity to receive some trainings as this revamp may take a year to be complete.

Our office was able to purchase a new Dodge Durango which soon will be sent to be outfitted with a partition as this vehicle will serve as our transport vehicle.

Several months ago, I was able to set up a tour for our staff as well as defense attorneys to tour MacLaren Youth Correctional Facility which is in Woodburn. Defense stated it was very helpful and we now have set up another tour in November for them to visit Oak Creek Youth Correctional Facility in Albany. This facility is only for females who have been committed.

Respectfully submitted by:


Christy Kenny, Juvenile Department Director

Youth Report by Referral Received Date

Most severe offense per youth in referral date range, grouped by Crime Group, ORS Chapter Rollup and Offense Category Rollup

Original Referral County: **Morrow**
 Start Date: **7/1/2023**
 End Date: **9/30/2023**

Crime Group	Total		Gender			Age at Referral			Race/Ethnicity					
	#	% of Grand	F	M	U	< 13	13 to 15	> 15	Afr Amer	Asian	Hisp	Native Amer	Other	White
<u>Criminal</u>														
Person														
Assault	1		0	1	0	0	0	1	0	0	1	0	0	0
Sex Offense	1		0	1	0	0	1	0	0	0	0	0	0	1
Total Person	2		0	2	0	0	1	1	0	0	1	0	0	1
Property														
Criminal Mischief	5		0	5	0	0	4	1	0	0	0	1	0	4
Criminal Trespass	1		0	1	0	0	1	0	0	0	1	0	0	0
Theft	1		0	1	0	0	0	1	0	0	0	0	0	1
Total Property	7		0	7	0	0	5	2	0	0	1	1	0	5
Total Criminal	9	90.0%	0	9	0	0	6	3	0	0	2	1	0	6
% of Demographic	100%		0.0%	100.0%	0.0%	0.0%	66.7%	33.3%	0.0%	0.0%	22.2%	11.1%	0.0%	66.7%
<u>Non-Criminal</u>														
Curfew														
Curfew	1		0	1	0	0	1	0	0	0	1	0	0	0
Total Curfew	1		0	1	0	0	1	0	0	0	1	0	0	0
Total Non-Criminal	1	10.0%	0	1	0	0	1	0	0	0	1	0	0	0
% of Demographic	100%		0.0%	100.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%
Total Youth	10	100%	0	10	0	0	7	3	0	0	3	1	0	6
% of Demographic	100%		0.0%	100.0%	0.0%	0.0%	70.0%	30.0%	0.0%	0.0%	30.0%	10.0%	0.0%	60.0%

ORS Type by ORS Class Code

ORS Type	A	B	C	U	Total Youth
Felony	0	1	0	0	1
Misdemeanor	5	0	3	0	8
Violation	0	0	0	1	1
Total Youth	5	1	3	1	10

Youth Report by Referral Received Date

Most severe offense per youth in referral date range, grouped by Crime Group, ORS Chapter Rollup and Offense Category Rollup

Original Referral County: Morrow
Start Date: 7/1/2023
End Date: 9/30/2023

ORS Chapter Rollup by ORS Type

ORS Chapter Rollup	Felony	Misd	Violation	Total Youth
Person	1	1	0	2
Property	0	7	0	7
Curfew	0	0	1	1
Total Youth	1	8	1	10

ROAD REPORT Oct. 2023

BLADING OPERATIONS: Following are the roads blade operators made improvements to this month.

Zone 1 – Lindsay Feed, Alpine, Doherty, Grieb, Lindsay, Juniper Ln, Baker Ln

Zone 2 – Dolven, Nichols, Turner, Spur Loop, Piper Cyn, Hanna Arbuckle

Zone 3 – Gus, Tews, Swansons, Kincaid, Brenner Cyn, McCabe Ln, Olden

Zone 4 – Shobe, Coal Mine Ditch Cr., Blake Ranch

Zone 5 – Nolan, Bengel Rd.

Paving: The crew finished up the paving this year. The crew had a short section to match up on Social Ridge to get rid of the abrupt edge.

Patching: The crew did some patch work on Clarks Cyn, Frontage, and Liberty School.

Cleaning and winterizing: Team members have been doing equipment clean up. We finish up paving and painting so those 2 pieces of equipment had some cleaning done on them to get them put away for the winter. But before they are put completely away the shop will go through and service them and get them ready for the up coming year. Also getting the equipment that uses water, getting them drained and winterized.

CPR: Public Works split up the crew into two different groups and went and got certified in first aid and CPR

Haul Rock: With all the blades out working, the operators are needing rock hauled to them throughout the county

Culverts and Cattle Guards: We had a small crew out cleaning some culverts and cattle guards.

Signs: Crews been out fixing and putting up signs throughout the county.

PERMITS: Following are approved permits to work in the county right-of-way during Oct.



Morrow County Sheriff's Office - Monthly Stats

2023 (*Oct 1 - Oct 30)

Incident	July	August	Sept*	October	Nov	Dec
Alarms	28	6	7	11		
Animal Complaint	25	34	21	24		
Agency Assist	16	19	6	13		
Assaults	1	8	5	3		
Burglary	3	7	3	6		
CHL	24	41	19	9		
Citizen Assist	15	23	9	22		
Civil Service	97	101	54	77		
County Code Calls	2	3	3	0		
Heppner area	0	1	0	0		
Irrigon area	2	2	2	0		
Bdmn area	0	0	1	0		
lone/Lex area	0	0	0	0		
Death Investigation	3	0	2	2		
Disturbance	12	10	9	14		
Dog	61	63	47	47		
Driving Complaints	95	101	126	103		
Drunk/Impaired Driver	9	5	5	2		
EMS	17	6	10	9		
Hit & Run	1	5	1	0		
Juvenile Complaints	3	15	13	13		
Motor Vehicle Crashes	6	3	9	5		
RV Code	1	0	0	0		
Suicidal	5	0	0	2		
Suspicious Activity	34	41	55	36		
Theft	22	19	11	13		
Trespass	11	23	6	7		
Traffic Stops - Cite	23	20	19	51		
Total Traffic Stops	139	125	156	133		
UUMV-Stolen vehicle	1	5	4	7		
Welfare Check	14	27	12	14		
Totals	668	710	612	623		
Other Misc. Incidents	837	717	560	689		
Total # of Incidents	1505	1427	1172	1312		
Felony Arrests	4	10	9	15		
Total # of Arrests	21	33	22	29		
Total # M-110 Citations	0	0	0	0		

6d

Glen G. Diehl
Justice of the Peace



MORROW COUNTY JUSTICE COURT

P.O. Box 130
Irrigon, OR 97844
541-922-4082
(Fax) 541-922-3472

P.O. Box 1125
Heppner, OR 97836
541-676-5644
(Fax) 541-676-5660

October, 2023

Justice Court
Quarterly report
3rd quarter
2023

1. **Distribution of Fines and Assessments for the months of: July, August, and September, 2023**

Please see attached

2. **Challenges in our new environment.**

- a. The Court is currently looking at how we can become more efficient, while streamlining our record keeping, reducing our paper reliance, and improving our inter County communications. We have been working with Finance to see if it is feasible to update our Court management software (our current software is dated back into the eighties)
- b. Unfortunately we have noticed a increase in Civil flinging's we are already more than double what we had in 2022
- c. As you are aware in the 6th Circuit (Morrow and Umatilla Counties) we are losing attorneys. This is adding to the difficulties of the Court's abilities to hear Criminal cases and/or add new programs such as a Treatment Court. it is still my hope we may still be able to establish a new Treatment Court in the near future.

Thank you

A handwritten signature in black ink, appearing to read "Glen G. Diehl", written over a horizontal line.

Glen G. Diehl
Justice of the Peace

IRRIGON IRRIGON COURT
 215 NE MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
 7/01/23 - 7/31/23

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	74.00	.00	74.00	.00	.00	.00	.00	.00	.00	.00
O COUNTY OFFICER	8861.19	.00	347.00	6394.23	559.00	.00	.00	.00	68.00	1492.96
T STATE OFFICER	7600.00	.00	160.00	2774.00	480.00	2681.00	.00	.00	60.00	1445.00
Z DUII	2556.00	.00	901.00	1469.00	32.00	.00	.00	.00	4.00	150.00
V MISD.	450.00	.00	150.00	32.00	16.00	.00	.00	.00	2.00	250.00
D ANIMAL VIOLATIO	456.15	.00	.00	318.16	16.00	.00	.00	.00	2.00	119.99
** COLUMN TOTALS **	19997.34 *	.00 *	1632.00 *	10987.39 *	1103.00 *	2681.00 *	.00 *	.00 *	136.00 *	3457.95 *

CITY SHARE BREAKDOWN

FINE SHARE.....	.00
COURT COSTS.....	.00
CLERK COSTS.....	.00
SUPPL ASSESS.....	.00
NON-COST COURT...	.00
COURT SECURITY...	.00
TOTAL CITY	.00 **

COUNTY SHARE BREAKDOWN

FINE SHARE.....	10987.39
COURT COSTS.....	114.00
CLERK COSTS.....	.00
JAIL 60%00
SUPPL ASSESS.....	136.00
JAIL HB2562.....	1103.00
NON-COST COURT...	507.00
SMALL CLAIMS.....	.00
COURT SECURITY...	.00
ATTORNEY FEES....	1011.00
TOTAL COUNTY	13858.39 **

STATE SHARE BREAKDOWN

FINE SHARE.....	2681.00
UNITARY AS.....	.00
DMV FEES.....	.00
STATE MISC00
DWS CONV FEE.....	.00
STATE OBLIG00
VICTIM ASSIST.....	.00
JAIL 40%00
LEMLA.....	.00
IDP.....	.00
COURT SECURITY...	.00
SECTION 6B-CFA	3237.96
TOTAL STATE	5918.96 **

MISCELLANEOUS OTHER

OTHER.....	.00
COMP. FINES.....	.00
RESTITUTION.....	219.99
REFUNDS.....	371.99-
COLL. AGY.....	.00

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF JULY, 2023

SIGNED

TITLE--JUSTICE CT JUDGE DATE 8/03/23

IRRIGON IRRIGON COURT
 215 NE MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCDIS2

DISTRIBUTION OF FINES AND ASSESSMENTS
 8/01/23 - 8/31/23

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	403.00	.00	403.00	.00	.00	.00	.00	.00	.00	.00
O COUNTY OFFICER	12617.72	.00	1052.75	9020.97	592.00	.00	.00	.00	72.00	1880.00
T STATE OFFICER	6945.00	.00	140.00	2232.00	368.00	2649.00	.00	.00	46.00	1510.00
Z DUII	1665.00	.00	80.00	1515.00	.00	.00	.00	.00	.00	70.00
W STATE WEIGHMAST	200.00	.00	.00	100.00	.00	100.00	.00	.00	.00	.00
V MISD.	1025.00	.00	110.00	561.00	48.00	.00	.00	.00	6.00	300.00
F MARIJUANA LESS	650.00	.00	.00	.00	16.00	587.00	.00	.00	2.00	45.00
D ANIMAL VIOLATIO	268.84	.00	80.00	170.84	16.00	.00	.00	.00	2.00	.00
** COLUMN TOTALS **	23774.56 *	.00 *	1865.75 *	13599.81 *	1040.00 *	3336.00 *	.00 *	.00 *	128.00 *	3805.00 *

CITY SHARE BREAKDOWN	COUNTY SHARE BREAKDOWN	STATE SHARE BREAKDOWN	MISCELLANEOUS OTHER
FINE SHARE..... .00	FINE SHARE..... 13599.81	FINE SHARE..... 3336.00	OTHER..... .00
COURT COSTS..... .00	COURT COSTS..... 458.00	UNITARY AS..... .00	COMP. FINES..... .00
CLERK COSTS..... .00	CLERK COSTS..... .00	DMV FEES..... .00	RESTITUTION..... 150.00
	JAIL 60%00	STATE MISC00	
SUPPL ASSESS..... .00	SUPPL ASSESS..... 128.00	DWS CONV FEE..... .00	
	JAIL HB2562..... 1040.00	STATE OBLIG00	
NON-COST COURT... .00	NON-COST COURT... 837.75	VICTIM ASSIST..... .00	
	SMALL CLAIMS..... .00	JAIL 40%00	
COURT SECURITY... .00	COURT SECURITY... .00	LEMLA..... .00	REFUNDS..... 65.00
	ATTORNEY FEES..... 570.00	IDP..... .00	COLL. AGY.00
		COURT SECURITY... .00	
TOTAL CITY .00 **	TOTAL COUNTY 16633.56 **	SECTION 6B-CFA 3655.00	
		TOTAL STATE 6991.00 **	

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF AUGUST, 2023

SIGNED 

TITLE--JUSTICE CT JUDGE DATE 9/06/23

IRRIGON IRRIGON COURT
 215 NE MAIN PO BOX 130
 IRRIGON, OREGON 97844

JCD162

DISTRIBUTION OF FINES AND ASSESSMENTS
 9/01/23 - 9/30/23

DOCKET CODE/ DESCRIPTION	TOTAL AMOUNT	CITY SHARE	COURT COSTS	COUNTY SHARE	JAIL ASSESS	STATE SHARE	IDP FEES	LEMLA	SUPPL. ASSESS	ALL OTHER
* SMALL CLAIMS	88.00	.00	88.00	.00	.00	.00	.00	.00	.00	.00
O COUNTY OFFICER	5360.35	.00	252.00	4203.37	203.42	.00	.00	.00	32.00	669.56
T STATE OFFICER	8390.00	.00	191.00	3170.50	560.00	2746.50	.00	.00	72.00	1650.00
Z DUII	720.00	.00	250.00	452.00	16.00	.00	.00	.00	2.00	.00
V MISD.	605.00	.00	105.00	200.00	.00	.00	.00	.00	.00	300.00
D ANIMAL VIOLATIO	25.00	.00	.00	25.00	.00	.00	.00	.00	.00	.00
** COLUMN TOTALS **	15188.35 *	.00 *	886.00 *	8050.87 *	779.42 *	2746.50 *	.00 *	.00 *	106.00 *	2619.56 *

CITY SHARE BREAKDOWN	COUNTY SHARE BREAKDOWN	STATE SHARE BREAKDOWN	MISCELLANEOUS OTHER
FINE SHARE.....	FINE SHARE.....	FINE SHARE.....	OTHER.....
COURT COSTS.....	COURT COSTS.....	UNITARY AS.....	COMP. FINES.....
CLERK COSTS.....	CLERK COSTS.....	DMV FEES.....	RESTITUTION.....
	JAIL 60%	STATE MISC	
SUPPL ASSESS.....	SUPPL ASSESS.....	DWS CONV FEE.....	
	JAIL HB2562.....	STATE OBLIG	
NON-COST COURT...	NON-COST COURT...	VICTIM ASSIST.....	
	SMALL CLAIMS.....		
COURT SECURITY...	COURT SECURITY....	JAIL 40%	REFUNDS.....
	ATTORNEY FEES.....	LEMLA.....	COLL. AGY.
TOTAL CITY	TOTAL COUNTY	IDP.....	
		COURT SECURITY....	
		SECTION 6B-CFA	
		TOTAL STATE	

I CERTIFY THAT THIS IS A TRUE STATEMENT OF FINES LEVIED AND COLLECTED AND BAIL BONDS FORFEITED IN THIS COURT DURING THE MONTH OF SEPTEMBER, 202

SIGNED

TITLE--JUSTICE CT JUDGE DATE 10/04/23



Finance Department

P.O. Box 867 • Heppner OR 97836
(541) 676-5615

Kevin Ince
Finance Director
kince@co.morrow.or.us

TO: Board of Commissioners
FROM: Kevin C. Ince, Finance Director
DATE: July 1, 2023 – September 31, 2023
SUBJECT: Finance Department Quarterly Report

Beyond the regular recurring accounting and financial activities in the Finance Department, the priority and focus for this quarter has been on the following:

1. FY2023 Year End Close
2. Audit Prep for Fiscal Year Ending June 30, 2023
3. Finalization of the FY2024 Budget Document
4. Implementation of the interactive Online Budget Book for FY2024







A complete listing of projects that were started, ongoing, or completed during this quarter is provided at the end of this report.






Throughout this quarter, the Finance Department has experienced some challenges with department staffing. With one of our team members on leave of absence, we rearranged and reprioritized duties in the Department to accommodate the backfill of the individual on leave with a temporary employee, who, in turn, also accepted and began a transition to a permanent position in another department while still performing the assigned duties in the Finance Department. These staffing challenges are the primary reason why a number of our planned projects and activities are behind schedule.




Also, during this time, the County's new audit firm, Singer Lewak, began their audit of the 2023 fiscal year. While it was anticipated that we would have an increased workload due to the transition to a new audit firm, the magnitude of that increase was somewhat underestimated and has been further compounded by our staffing challenges. However, we have been pleased with the knowledge, expertise, professionalism, rigor, and attention to detail that Singer Lewak has brought to the County in their capacity as our auditors.




The most significant accomplishment that I would like to report on for this quarter is the implementation of the interactive and dynamic Online Budget Book powered by the OpenGov platform. One of the primary reasons for the investment in this budgeting solution was the enhanced reporting and transparency that it provides to County Officials, Staff, and the Public. Once our final budget document for FY2024 was finalized in print format, we were able to leverage this technology solution and publish our first budget book online. This Online Budget Book can be found on the County's website under the Finance Department. This is the first of the planned online financial reporting tools that we will be producing with this system. In the future, this platform will also be used to publish quarterly and monthly financial reports once those report packages are fully developed. We look forward to utilizing this platform to provide more frequent and transparent financial reporting both internally and externally.

Please see the report on the following pages for updates and details on other significant departmental activities and projects.

Project/Significant Activity	Current Status	Comments	Status Indicator	Complete
OHA Triennial Review Action Plan	Behind Schedule	The final report for the OHA triennial review was issued by OHA on July 31, 2023. This final report indicated the acceptance and completion of the corrective actions that were identified and required to be implement by the County during the course of the review.		
Investment Management & Advisory Services	Substantially Complete	<p>This is a joint project with the County Treasurer. A contract has been awarded to Government Portfolio Advisors (GPA) for investment management and advisory services. As of the beginning of FY24, we have begun implementing the investment strategy with GPA.</p> <p>A new investment policy has been presented and adopted by the County Board of Commissioners.</p> <p>The final tasks for this project include the accounting system and process setup in order to properly account for the investment activity.</p> <p>This project is behind schedule due to Finance availability</p>		
Agenda Management System Implementation	Substantially Complete	<p>We are in the final stages of implementation for the Agenda Management system. System setup, configuration, and training has been completed (with the exception of Board training).</p> <p>Remaining tasks include website integration, historical document and packet import into new portal and system launch. The 'go live' date for this new system is December 6, 2023.</p>		
Ordinance/Codification services and system implementation	Not Started	<p>Provide support and assistance as required throughout the implementation of the project.</p> <p>The County Administrator has taken on oversight of this project; as such, this will not be included on future Finance Department reporting.</p>		
Pension Plan Funding Policy	Behind Schedule	<p>Actuarial assumptions and sensitivity analysis has been presented to the Board of Commissioners and changes to those assumptions have been adopted.</p> <p>Remaining tasks for this project are the incorporation of the assumption changes into the draft pension plan funding and administration policy which will then go to the Board of Commissioners for approval and adoption.</p>		

Project/Significant Activity	Current Status	Comments	Status Indicator	Complete
Development of Online (Public) Budget Document	Complete	Publication of the interactive online budget document for FY2024 has been completed and is published on the County website for staff and public to view and utilize.		
Development of Monthly & Quarterly Financial Reporting Package	Behind Schedule	This project is still in progress but has been delayed due to resource availability and higher priority projects.		
Financial Audit for Year Ending June 30, 2023	In progress/On Time	<p>Singer Lewak, the County's new audit firm, has completed their interim fieldwork and final fieldwork activities as they relate to the audit. As expected with the first year of working with a new audit firm, the transition has not been without its challenges and the workload related to the audit has increased substantially compared to prior years.</p> <p>Due to the increased workload and availability of Finance resources, we are currently running a few weeks behind schedule, however, at this point, we are still planning to meet the deadline of mid December for the completion and filing of the County's audited financial statements.</p>		
ODOT Compliance Monitoring Report	In progress/On Time	<p>ODOT has completed their compliance monitoring activities related to the grant funding for Morrow County Public Transit. As a result of this review, a number of compliance/action items have been identified that are in need of corrective action.</p> <p>The Finance Department is working with the Transit Manager to develop and implement the required corrective actions to bring us into compliance.</p> <p>The Finance team will also be participating in training provided by ODOT on November 9th, December 12th and December 13th. This training is provided, and required, by ODOT for grant management and financial management for transit providers and pass through entities.</p>		

Project/Significant Activity	Current Status	Comments	Status Indicator Complete
Retirement Plan (Defined Benefit) Administration Transition	In progress/On Time	<p>Finance and Human Resources has been working together to transition the administration of the defined benefit pension plan to a third party.</p> <p>Previously, the Board of Commissioners has authorized the transition to Nationwide for complete plan administration.</p> <p>The final contracts and documents have been prepared and are ready for execution. Once complete, we will be able to move forward with the transition. Expected completion will be by January 1, 2024.</p>	
Cost Allocation Study	Not Started	Due to resource availability, we have not been able to move forward at this point in time with the cost allocation study.	
Content Management and Accounts Payable Automation	On Hold	<p>This item was budgeted for FY2024 and included the selection and implementation of a content management system along with accounts payable automation. This will greatly streamline the accounts payable and accounting records management processes.</p> <p>Initial investigation into potential systems and solutions for this project identified some issues regarding compatibility with the County's current general ledger and accounting software.</p> <p>In order to have a completely integrate solution, the County would need to upgrade to a different version of its general ledger and accounting software. With the current vendor, though, this would mean a complete implementation of a new platform rather than just an upgrade to the existing system. In the case where an implementation of a new system would be required, it is prudent to evaluate systems from alternate vendors.</p> <p>In light of this information, this project has been placed on hold.</p>	

Project/Significant Activity	Current Status	Comments	Status Indicator	Complete
ERP System Needs Assessment & Requirements Development	In progress/On Time	Due to the findings and inability to proceed with the content management and accounts payable automation project with the County's current ERP system, it was determined that the most appropriate next step would be to complete a needs assessment as it relates to our ERP system and develop system requirements in order to take a wholisitc approach to determining the most appropriate next steps. An informal solicitation has been prepared and distributed to multiple vendors that provide consulting regarding needs assessment and requirements development for ERP system selection. Funds budgeted for the content management and accounts payable automation project will be utilized to support this project.		
Teamsters Collective Bargaining Agreement Negotiation	Complete	Participate and provide financial support for the negotiations for renewal of the County's collective bargaining agreement with the Teamsters Union.		



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ADMINISTRATION

Matthew Jensen
County Administrator
mjensen@co.morrow.or.us

DATE: October 30, 2023
TO: Board of Commissioners
FROM: Matthew Jensen
SUBJECT: Administrator's Monthly Report

The following is general update on activities or contacts I have made over the past month.

- New process/policy process – Attended meetings and reviewed progress on the following projects:
 - Meeting Management Software – CivicClerk provides an online process for meeting agenda submittal, approval and filing. A few delays and the AOC conference has pushed rollout until the first meeting in December.
 - Budget/Planning ERP Platform – RFP for consultant to provide review and contracting of improved budget/expense reporting has been issued.
 - Personnel Policy – Finalized Classification Policy with Lindsay Grogan and appreciated the BoC's approval. Work continues on review of the Travel Policy, Bereavement, Witness Duty, Performance Review/Probationary Period, Vacation Use, and Compensation. These will be brought to the Commission as proposals are finalized.
- New Ambulance Service Agreement – A final draft has been sent to Morrow County Health District and Boardman Fire for review. Their comments have been received by Bob Blackmore. We are reviewing these comments and will respond before submitting to OHA. If major changes are made, then we will revisit with the BoC.
- New Circuit Court Building – Worked on several aspects of the Circuit Court Building Project, including:
 - Finalized contract for Project Manager - Alliance.
 - Alliance has prepared service contracts for surveying, geotechnical reports, and title searches. These have been approved in preparation for the architectural design process.
 - Processed RFP for Architectural Services. Working on contract language before bringing final.
 - Met with specific land owners regarding possible use of land for fair parking.
- Bartholomew Building Plaque – Plaque is in production and we anticipate installation in November.
- Boardman City Meetings – Have had several discussions with Brandon Hammond, City Manager of Boardman, to discuss options for improved/increased services in Boardman

through City/County cooperative agreements. Several options are very early. If ideas develop to specific projects, presentations will be made to the BoC.

- County Audit – The new auditing firm was in during October to review the past year’s financials. Several points have been made on where the County could/should make improvements. A full audit report will be available in December.
- DPW Asphalt Review – Participated in a tour of north County roads with Eric Imes. Reviewed some of the challenges we are facing and timing of shouldering. Was also able to review a few challenging areas in the County as far as development is concerned.
- Staff Development – Attended two staff meetings for review and development. First was a comprehensive strategic session with Public Works managers. Reviewed approach, needs, and established new communication tools for the Director and Managers to use. Second was a smaller scale participation with Public Health. Attended their regular monthly staff meeting and provided a short training on roadblocks to communication and tools to be more efficient.
- Sunstone Solar – Attended several meetings with Tamra Mabbott to work through issues and approaches for Sunstone Solar’s proposed installation.
- Organization/Job Descriptions – With passage of the Classification section of the Personnel Policy, a comprehensive organization change will occur during the budgetary process. In the meantime, the new Classification process has been used for consideration of the Finance Manager position which will be on the BoC docket for November 1 meeting.
- Fleet Management – Reviewing options to proactively manage County fleet vehicles. The County has several aging vehicles that it is unclear on who takes care of maintenance and there are questions on utilization. Reviewing options to implement a fleet rotation cycle to take advantage of contract pricing while reducing maintenance needs.
- Introduction/Coordination Meetings:
 - Boardman Fire District – Met with Chief Hughes informally.
 - Morrow County Parks – Reviewed Parks with Greg Close. Still need to visit Cutsforth Park.
 - Veterans Services – Finished department introductions by finally meeting with Stephanie Case. We had conflicting training/conferences through much of September.
 - Emergency Management – Met with Steve Freeland.
- Meetings Attended:
 - WCVEDG – Was appointed as a board member to represent the County
 - Port of Morrow Special Meeting – Appointment Consideration
 - EPA Grant Kick Off Meeting

Please contact me if you have any questions.