Zach Conine
State Treasurer

STATE OF NEVADA
THE BOARD OF TRUSTEES OF THE
NEVADA EMPLOYEE SAVINGS TRUST

PUBLIC MEETING

AGENDA
MEETING OF THE BOARD OF TRUSTEES OF THE
NEVADA EMPLOYEE SAVINGS TRUST

Wednesday, July 15, 2026 at 10:00 a.m.

Meeting via videoconference at the following physical location(s):

Nevada State Capitol
Old Assembly Chambers, 2nd Floor
101 North Carson Street
Carson City, NV 89701

Governor's Office
Conference Room, 4th Floor
1 State of Nevada Way
Las Vegas, NV 89119

Virtually through Microsoft Teams, accessible here:
Join the meeting now
Meeting ID: 295 022 826 786 1
Passcode: WP63V63t

All items listed on this agenda are for discussion and action by the Board of Trustees unless otherwise noted. Action may consist of any of the following: approve, deny, condition, hold, or table.

Agenda Items

1. **Roll Call.**

2. **Public Comment.**
Comments from the public are invited at this time. Pursuant to NRS 241.020(3)(d)(7), the Board intends to limit to 3 minutes the time for an individual to speak and reserves the right to impose other reasonable restrictions on place or manner for such comment. No restriction will be imposed based on viewpoint. Comment will only be received on matters relevant to the Board's jurisdiction. The Board is not permitted to deliberate or take action on any items raised during the public comment period until the matter itself has been specifically included on an agenda as an item upon which action may be taken by the Board.

   Comments by the public may be emailed to nest@nevadatreasurer.gov by 9:00 p.m. the day before the scheduled meeting and include the commenter's full name. Content may be redacted due to inappropriate language. All written public comments shall, in their entirety, be included as part of the public record.

3. **<u>For discussion and for possible action:</u>** Board review and approval of the minutes of the Board of Trustees of the Nevada Employee Savings Trust meeting held on April 15, 2026.

4. **<u>For discussion and for possible action:</u>** Board review and approval to contract with Meketa Investment Group to provide investment consulting services to the Nevada Employee Savings Trust and direct staff as appropriate.

5. **<u>For discussion</u>:** Nevada Employee Savings Trust program update. Vestwell State Savings will provide a presentation on the NEST Program numbers.

6. **<u>For discussion and for possible action:</u>** Board review and approval of proposed exit termination language amendment for the Partnership for a Dignified Retirement's Interstate Adherence Agreement and direct staff as appropriate

7. **<u>For discussion</u>:** Board review of the 2025 Nevada Employee Savings Trust and Partnership for a Dignified Retirement audit conducted by Landmark Certified Public Accountants.

8. **Public Comment.**
   Comments from the public are invited at this time. Pursuant to NRS 241.020(2)(d)(7), the Board intends to limit to 3 minutes the time for an individual to speak and may impose reasonable restrictions on place or manner for such comment. No restriction will be imposed based on viewpoint. Comment will only be received on matters relevant to the Board's jurisdiction. The Board may discuss but is precluded from acting on items raised during Public Comment that are not on the agenda.

9. **ADJOURNMENT.**

<u>Notes:</u>
Items may be taken out of order; items may be combined for consideration by the public body; and items may be pulled or removed from the agenda at any time.

Prior to the commencement and conclusion of a quasi-judicial proceeding that may affect the due process rights of an individual, the Board may refuse to consider public comment. See NRS 233B.126.

The Board of Trustees of the Nevada Employee Savings Trust is pleased to make reasonable accommodations for persons with physical disabilities. Please call (775) 684-7190 if assistance is needed. Please email nest@nevadatreasurer.gov or call (775) 684-7190 to obtain copies of supporting materials.

THIS AGENDA HAS BEEN POSTED IN THE FOLLOWING PUBLIC LOCATIONS:

- **Capitol Building, 1st Floor, Carson City, Nevada**
- **Nevada Building, 1 State of Nevada Way, Las Vegas, Nevada**

Also online at: Nevada Treasurer and the Nevada Public Notice.

THE BOARD OF TRUSTEES OF THE
NEVADA EMPLOYEE SAVINGS TRUST

Agenda Item 3
July 15, 2026

Item: Approval of Minutes of the Board of Trustees of the Nevada Employee Savings Trust meeting held on April 15, 2026.

Summary:
For approval, please see attached minutes from the Nevada Employee Savings Trust Board meetings held on April 15, 2026.

Fiscal Impact: None by this action.

Staff recommended motion:

To accept and approve the Minutes of the Board of Trustees of the Nevada Employee Savings Trust meetings held on April 15, 2026.

THE BOARD OF TRUSTEES OF THE NEVADA EMPLOYEE SAVINGS TRUST (NEST)

Minutes OF THE BOARD MEETING

Wednesday, April 15th, 2026, 10:00am

<u>Location:</u>

Via videoconference at the following locations and on Teams

Old Assembly Chambers
Capitol Building
101 N. Carson Street, 2nd Floor
Carson City, NV 89701

Governor's Office Conference Room
Office of the Governor
1 Nevada Way, 4th Floor
Las Vegas, NV 89119

<u>Board Members Present:</u>

Chairman, Treasurer Zach Conine – Las Vegas
Vice Chairman, Lieutenant Governor Stavros Anthony – Las Vegas
Member Joe Caldera – Remote via Teams
Member Andy Kao – Las Vegas
Member William Palmer III – Carson City

<u>Others Present:</u>

Nicole Ting – State Attorney General's Office – Remote via Teams
Justin Luna – Nevada Legislative Council Bureau – Las Vegas
Kirsten Van Ry – State Treasurer's Office – Las Vegas
Michael Pelham – State Treasurer's Office – Las Vegas
Hunter Railey – Colorado Secure Savings Program – Remote via Teams
Courtney Eccles – Vestwell – Remote via Teams
Michael Terdeman – Vestwell – Remote via Teams
Colin Danly – Vestwell – Remote via Teams
Kay Cesarani – Meketa – Remote via Teams
Andrea Feirstein – AKF Consulting – Remote via Teams
Itzel Fausto – State Treasurer's Office – Remote via Teams

Veronica Kilgore - State Treasurer's Office – Remote via Teams

Travis Fosse – State Treasurer's Office – Remote via Teams

Kayla Slaughter – State Treasurer's Office – Las Vegas

Addison Spencer – Davis & Harman LLP – Remote via Teams

Caitlin Shea – Member of the Public – Remote via Teams

Stephanie Willie – TAX – Remote via Teams

Linnea Saxton – Georgetown University - Remote via Teams

Treasurer Conine
Good morning everyone, and welcome to this meeting of the Board of Trustees of the Nevada Employee Savings Trust for Wednesday, April 15th, 2026.
Hope everyone's having a lovely day.
It's tax day, so I assume no one's got anything going on for Members in this meeting.
So, we'll try to make it as efficient as possible.
We'll start with roll call.

Michael Pelham
Thank you Mr. Chairman.
Chairman Treasurer Conine?

Treasurer Conine
Hi.

Michael Pelham
Lieutenant Governor Anthony?

Lieutenant Governor Anthony
Here.

Michael Pelham
Member Caldera?

Member Caldera
Here.

Michael Pelham
Member Kao?

Member Kao
Here.

Michael Pelham
Member Sewald?
Here?

Michael Pelham
Member Palmer?

Member Palmer
Here.

Michael Pelham
Thank you Mr. Chairman, you do have a quorum.

Treasurer Conine
Excellent!
Thank you for holding down the north, as always, Member Palmer.
We will move on to public comment.
Comments from the public are invited at this time.
Any members of the public who would like to make comment here in Las Vegas?
Seeing none, Member Palmer, are there any members scrambling, of the public scrambling to the table so their voices can be heard in this democracy in Carson City?

Member Palmer
I wish their were, but none present.

Treasurer Conine
Okay, they might be locked outside, we will go check that door.
Any members of the public on the phone or on Zoom?
Alright, hearing none, we will close our first period for public comment and move on to Agenda Item Number 3 for discussion and possible action, Board Review and Approval of the Minutes.
The Board of Trustees and the Nevada Employee Savings Trust meeting held on January 21st, 2026.
Do we have any Member comments or adjustments to the Minutes?
Otherwise, we will take a motion to approve those minutes.

Member Palmer
Take a motion to approve.

Treasurer Conine
Alright, we have a motion.
Any second, do we have a second?

Member Kao
Andy Kao for the record, second.

Treasurer Conine
Thank you so much, we have a motion and a second.
Any discussion on the motion?
Hearing none, all in favor, say aye.

Member Palmer
Aye.

Member Caldera
Aye.

Lieutenant Governor Anthony
Aye.

Member Kao
Aye.

Treasurer Conine
Aye.
Any opposition?
Motion passes unanimously.
Thank you.
We'll close Agenda Item Number 3.
Move on to Agenda Item Number 4 for discussion.
Nevada Employee Savings Trust Program update from Vestwell.
Hello, Courtney.

Courtney Eccles
Hello, Treasurer, hello Members of the Board.
Can you all hear me okay?

Treasurer Conine
Yes.

Courtney Eccles
Wonderful.
Let me pull up my deck real quick and then I can jump right in and we'll be as efficient as possible to ensure timeliness on tax day, as you mentioned.
Hopefully you all can see that, let me know if you not.

Alright, perfect, I see the thumbs up, thank you.
Alright, so, very quickly, wanted to jump in with just a quick update on where we have been focused in partnership with the Treasurer's Office and Team the first half of this year on program activity.
So, first item is the 2026 annual wave.
As a reminder, this is a process that we'll do in partnership each year where we take in new and updated employer file from the state and identify any employers who were not part of the prior year's wave based on the fact that they now have six or more employees or have been in business for three or more years.
So, we anticipate receiving this year's data file truly in the next few days or next week.
What we will do on our end is call those records to identify that new population of employers, create records within our system, including access codes, and then send out that series of employer communications to each of those new businesses as part of this year's registration window.
So, they'll receive three communications during that period of time, and then two notices after the registration window closes, reminding them that they do need to take action, that it's still possible to do so.
So, that'll be upcoming in the next few months and I anticipate for the next Board Meeting, we'll see some good growth, both in terms of newly registered employers, probably an increase in exempt employers as well, and then following that, an increase in employers making payroll contributions.
Separately, touching on the population from last year during the year of program launch, we've been working really closely with team to try and follow up with those employers who are out of compliance and have not yet taken action.
I know the state sent a notice in the first quarter to those unresponsive employers who hadn't taken any action from the communications they received last year and then this quarter, we will be sending a communication to this population and we've divided them into two different buckets.
So, the first is employers from last year who haven't done anything at all, they'll receive a follow-up basically saying, you needed to take action in 25', you haven't done so, you need to do so now, and I think that'll prompt some continued growth.
And then separately, we'll send a slightly modified communication to those employers who started registration but didn't finish or those who've registered, but then have not yet started making payroll contributions.
And so, it's the same message of you're not done yet, in order to be fully in compliance, here are the steps you need to take.
So, that'll go out most likely next month and try to spur some action from those folks

from 2025 who haven't yet done anything.
Jump to the next slide.
So, quick on the numbers updates.
Again, we continue to see just really good movement for employers across the state.
You'll see we've got a slight bump up in the number of total employers each quarter and that's just because organically, we sometimes have employers who contact us and say, hey, I should be in this program, I meet the requirements for the number of employees and we're able to add those folks recurring.
So, that's why that number ticks up just a little bit each quarter.
But, if you're looking at registrations and exemptions, you can see that there was good movement, nearly 300 new registrations over the first quarter of this year, and about 700 or a little bit more than that, actually in terms of exempt employers, and I do think a lot of that movement was due to the communication sent by the Treasurer's Office to the unresponsive population a couple of months ago.
In addition to that, just really good growth also on employers who are in fact moving forward and submitting those payroll contributions on behalf of their employees.
And again, I expect next quarter we'll continue to see some good movement and you'll also see some good movement and you'll also see a larger number of total employers because we will have added in that population of 2026 newly identified employers.
On the employee or saver side, again, I just, I would call out the really impressive and continued growth of the number of savers in NEST, quarter over quarter.
So, obviously finished, you know, the year with just under 16,000 savers in the program and as of the end of March, over 20,000 savers in NEST and I think, you know, we certainly have seen faster growth here because of the efficiency at which you rolled the program out.
On an asset side, I know it's obviously been a volatile few months, but the program crossed the 10 million in assets under management marker last month, which is a really nice milestone and we're continuing to see good growth there.
And then for the other items here, I would just call out, we're seeing exactly what we would expect to see.
So, that average account balance continues to grow, which is wonderful because again, you still have such a mix of folks who maybe started contributing sometime last year, one of the earlier savers to be added to the program, as well as folks who maybe are still just getting that first or second payroll contribution in. So, seeing steady growth on account balances is what we would hope for. Average contribution rate remains very sticky around the default.
So, you guys are sitting truly at an average of 5%, which is, you know, is the default

contribution rate. And the monthly average contribution amount has remained pretty steady from last quarter. And we would expect to see that quarter over quarter as well. Last slide, and happy to answer any questions, I know I'm moving through these things quickly.

I did want to touch on a few additional items, in particular around payroll, because I think this is really an area where we see a lot of efficacy and the more that we're engaging employers and supporting their ability to run payroll, the more savers are able to become part of NEST.

So first, we are continuing to really focus on expanding and deepening our payroll integrations.

Our team has been really focused on finalizing and releasing the 360 API with Paychex, which is one of the largest providers across the programs.

So, I'm excited to say we anticipate that that will be live and available for employers to use by the end of next month.

We will plan to make sure that we send out a specific communication to any employer that indicated they use Paychex when they registered, letting them know that right in their portal, there's going to just be an easy button that they can click and connect and have that 360 API.

And then after that, I anticipate we'll begin to start moving on some of our smaller, more regional payroll provider integrations that we've just waited on while finishing some of these larger API integrations.

And then the last item I wanted to touch on is just a little bit of a debrief on some of the success we've seen from the payroll webinars that employers have attended.

As a reminder, we hold about two payroll webinars each month. Every once in a while, we'll do three when we actually did three, or we'll be doing three in April because we tend to see more activity around tax time and during program launches.

But our team, usually after a month or two, will go back and look at who attended and can we connect those attendees, directly to employers who then started remitting payroll.

So, I asked our team to take a look at NEST activity, and I know there's a lot of numbers here, but what I would call out is if you look at activity with these webinars from the third and fourth quarter of last year, there were nearly 2,000 registrations affiliated with NEST, we can't always map that email directly to an email that's part of an employer account, because sometimes you might have accountants or other folks at a business who join on behalf, but theirs isn't the email connected to the employer portal.

That being said, we were able to connect about 860 employers and found that of those who registered and attended, 550 started running payroll and accounted for 10,500

savers who became active last year. So if you remember, the program finished the year at about 15,000 savers in the program. So nearly two-thirds of those were folks who had been part of this activity.
So to me, it really shows the efficacy of trying to catch these employees.
employers in that window where they've registered and then quickly get them engaged so they're able to run payroll.
We did also look at January numbers, had 46 registered employers that accounted for another 1,300 savers in the program.
We will say there were a couple of pretty large employers, and so that's why the number is really high. But we'll continue to do that tracking and always happy to share it with all of you at future Board Meetings.
I think that is the last thing I had, but happy to answer any questions on this information or anything else.

Treasurer Conine
Thanks Courtney, really great to see the progress.
Any questions from Members?
Member Kao?

Member Kao
Andy Kao for the record.
Courtney, thank you for the update.
I have a question on employers.
You can tell us how are our ratios in terms of submitting exempt registered total employers compared to other states on similar programs and how we tracked that

Courtney Eccles
Yeah, I would like to add a blanket caveat that sometimes those ratios are tricky to measure in part because the data that we get from a data quality standpoint across the states can sometimes vary.
And so looking at, you know, the total universe of employers that a state is reaching out to, we've had states where they know there's more employers there than maybe should be and I will say for you all in particular, because the data that we're able to get really does look at those employers that have six or more employees and have gauged, they've been in business for three years, your numbers are probably a little bit tighter.
That being said, I think the state, I would need to go back and compare it to some others, I think you all are very much on track.
What I will tell you is, as the program sort of continues to hit that point where it's not just, you know, a steep increase curve, you probably caught up to other states more quickly

is maybe the way to put it.
So, I think there was really incredible growth in this first six month period.
We're going to continue to see that, especially with your annual wave.
And then it really becomes a matter of trying to engage these employers who are sitting, having not done very much, and that's a problem that all of the states together face.
That was kind of a wordy non-answer, but hopefully it gives you some sense of, you're right on track, and frankly, I think got there quickly just based on the design and layout of the program.

Member Kao
Got it, thank you.
And then I got one more question, if you can add onto the employee update or opt out rate as a trend over time.

Courtney Eccles
The opt-out rate?

Treasurer Conine
The what rate over time?

Member Kao
The opt-out rate.

Treasurer Conine
Oh, the Opt-out rate.
Yeah, no, that'd be helpful, good idea.

Courtney Eccles
Sure, we can definitely do that, thank you.

Treasurer Conine
Thank you, Member Kao.
Any additional questions from Members?
Member Palmer, Caldera, if you…they have you really zoomed out, Member Palmer.
So, if you want to ask a question, please just wave your hands wildly or press the button and that would be fine.
Actually, I can't see.
Ok, alright, please go ahead, sir.

Member Palmer
Sure, alright, Member Palmer here.
I attended one of the webinars just so I could have an understanding of what I'd be

voting on.
And I noticed that we have Nevadans that did not grow up in the digital age that are more, let’s say, experienced and not as techie.
When I attended the webinar, they first made you sign into the online portal before getting a phone number to call in, because I found the Q&A that you guys provided most beneficial, but no way to just call in and attend without first finding an internet connection and logging in.
Are you guys looking at a way for people to get that phone number ahead of time, or is webinar the only way they get to attend that Q&A?

Courtney Eccles
So, just to make sure I understand correctly, we do have a registration process for the webinar, which does require, you know, going online and indicating your email address and such, because we have to be able to send out the web link.
So, to attend the webinar, you know, right now it is it is online, I guess, for lack of a better term.
That being said, we have a recording that always exists. So, if there is something where somebody doesn't want to have to register for a particular webinar, but instead would just like to watch that recording at any point in time, that is available on the Nest site.
But yes, right now for webinars, we do ask that people register and get the link and some of that I think is to be able to track it and others of it is just, we want to ensure we have a sense of who's going to attend so that there would never be any disruption, I guess, going back to what many of us may have experienced in different meetings during the early days of having everything moved to Zoom online, et cetera.
So unfortunately, that's not something we're able to change at the time, you know, for the time being.

Member Palmer
Even though the recordings are quite beneficial, they don’t get to actually ask the questions that they may have, unfortunately.
Is there anything in the works for that in the future?

Courtney Eccles
Yeah, so not for the webinars.
I will say we do have a number of other ways for folks to be able to ask questions.
So, we do have chat functionality that exists in portal.
So, if someone, you know, isn't part of the webinar, but they have a question related to the contribution process that they might be going through, they can access the help center or they can use chat functionality within the portal, not having to go anywhere

else.
And then of course, as always, you know, folks can use the phone number and call in if they have questions, which, you know, to your point, might be preferable for somebody who would prefer to not be engaging online.
So, they can always contact the client services team with a direct employer number.

Member Palmer
Thank you.

Courtney Eccles
Mhm.

Treasurer Conine
Thank you Member Palmer, appreciate that and thanks for the diligence in attending the webinar.
It's kind of hands-on Board Members we love around here.
Just saying, everybody else.
Alright, just kidding.
Member Caldera, anything?

Member Palmer
Palmer here.
I'm not trying to get any other Board Member to attend on the record.

Treasurer Conine
Alright, alright, well.
Member Caldera, anything to ask Courtney?

Member Caldera
Yeah, Member Caldera here.
Just thank you, Courtney for the updates, it's very helpful.

Courtney Eccles
No, thank you, happy to provide them.
The program numbers look wonderful, so it's a nice thing to be able to share.

Treasurer Conine
Excellent, ok, one more shot for any other Members who have questions.
Not seeing any, we will close Agenda Item Number 4 and move on to Agenda Item Number 5, Board discussion and possible action, Board Review and approval of the Nevada Employee Savings Trust Program description.

Michael Pelham

Thank you Mr. Chairman.

The program description will need to be updated when there are material changes made to the NEST program.

This generally happens on a yearly basis.

So, these particular changes have been reviewed and approved by Deputy Attorney General Ting.

Today, we're looking for your approval of these changes.

And having said that, Courtney Eccles from Vestwell or myself are happy to take questions regarding these changes.

Treasurer Conine

Thank you.

Let me ask a kind of a broader kind of overarching question, right?

So, some of these changes are mechanical, you know, it's now 2026 versus 2025, and so we have to adjust some dates, right?

Additionally, some of these changes are driven by the underlying plan participants, the funds, right, that participants are able to invest in.

Is that, could you explain how that process works?

Michael Pelham

Correct.

Thank you for the question, Michael Pelham, for the record.

There are some changes that are going to be updated just to the new dates.

There are some statistics in there that are updated that has new information.

There are also edits to the programs such as these investment strategies that come directly from BlackRock.

And these edits and their investment strategies need to be reflected in ours because, you know, we need to have the same documents that they have.

Does that answer the questions?

Treasurer Conine

Yeah, it does.

Thank you, Michael.

And I think that the fruit of that question is to just sort of separate the, you know, kind of three types of changes that could show up here, right? There are mechanical changes, which are just dates and whatever, that there are changes driven by our program partners, which aren't, again, choices we get to make that's, you know, reflecting what's happening in the world.

And I guess the third thing would be changes that the board or staff are recommending that are kind of outside that, right?
Things we want to do as opposed to things we have to do.
Does anything fall into that third bucket, like things that we're trying to make more efficient, or are they all mechanical and partner-driven adjustments?

Michael Pelham
Thank you for the question.
There are, you know, just several changes.
There is an inclusion of a new target date retirement fund, but that is in, essentially we are waiting for that particular investment option to be opened by State Street.
So, we are setting the, this particular change, we are requesting in advance of that fund being opened up.

Treasurer Conine
But, we know that fund is coming, were not assuming.

Michael Pelham
Correct.
It will eventually be opened, and when it does, we want to be prepared for that to be open.

Treasurer Conine
Right, since we do this once a year.

Michael Pelham
Correct.

Treasurer Conine
Got it, ok, thank you, that’s helpful.
Any questions from Members for Michael or Courtney?
Member Palmer will start up north.

Member Palmer
Just three quick questions.
One, I noticed that a lot of the funds had changes.
Are those due to the prospectuses from the companies?
Yes, ok, two, I noticed that we removed New York…

Treasurer Conine
Member Palmer, I’m so sorry.

Courtney, would you mind throwing it out on the record because your nod won't be preserved for posterity.

Courtney Eccles
Apologies Treasurer.
Yes, Courtney Eccles for the record, and yes correct.
When you see those red line markings to the specific descriptions of the funds, those are reflecting changes in the prospectus.

Member Palmer
Thank you.
Then, I also saw that New York Bank is no longer offering us customer service.
It's all going to be done through Vestwell, is that correct?

Courtney Eccles
Courtney Eccles for the record.
That's correct, that's a change that was made, so we reflected that in the PDB.

Member Palmer
Thank you.
And then last one is, I noticed all the charts reflected March 31st, 2025.
Was it meant to say 2026 or is all the returns on the charts from last year?

Courtney Eccles
Courtney Eccles for the record.
That is a good question.
Let me do a triple check there because, oh, it is 2026, so we will make sure that is reflected in the final version.

Member Palmer
Ok then, yeah, edit, please.
Thanks.

Courtney Eccles
Yes.

Treasurer Conine
Thank you Member Palmer.
Any additional questions of Member Caldera.

Member Caldera
Oh yeah, I just want the record to reflect that this is a target date 2070, and this is often,

that would be included in our investment lineup every five years.
So, I'm glad to see that we're adding that particular fund.

Treasurer Conine
Thank you.
Member Kao?
Member Anthony?
Yes, please.

Lieutenant Governor Anthony
Yes, Stavros Anthony.
So, the program description, is this something that we change once a year or is this a change, we approve these changes on a regular basis, or how is that gonna work?

Michael Pelham
Thank you for the question, Michael Pelham for the record.
Yes, This will generally be a once a year type thing period.
However, when there are substantial changes to any of the underlying funds that will need to be reflected in the program description, will request changes at that point.

Lieutenant Governor Anthony
Ok.

Treasurer Conine
So, ad hoc when necessary, but generally once a year or less.
And that matches probably how the other funds and other boards work.

Lieutenant Governor Anthony
Ok.

Treasurer Conine
I don't know why we can't just say whatever year we're in currently is in the document, but that's fine.
Got to make sure everybody gets paid.
Remember Kao?

Member Kao
Andy Kao for the record.
Are there any changes to the fees charged to participants?
And if not, how close are we to the next threshold for those fees to come down?

Michael Pelham
Thank you for the question, Michael Pelham.
I can go ahead and take the fees for the, asset based fee and the account based fee have not changed.
However, there are fees that have, I believe they've gone down slightly in the fund, the fees that the fund charges, Courtney, does that sound correct?

Courtney Eccles
Yes, that's correct.
So, the program fees have not changed, but I believe there was once change to the underlying investment fee for one of the fund options.

Member Kao
Thank you.

Courtney Eccles
And I guess I could, if it is helpful, Courtney Eccles for the record.
I can chime in that contractually the partnership does have fee breakpoints as part of its contract when collectively the partnership states either reach a threshold for total number of accounts across the programs or total number of assets across the programs.
So that's something we can look at and share information on sort of collectively where the partnership is, if that's helpful.
I'm happy to follow up with Michael on that.

Member Kao
Thank you.

Treasurer Conine
Ok.
Any additional questions from Members?
Otherwise, we'll take a motion to approve these possible changes.
With, and if someone could, when they make the motion, approve the changes with the edits so the date that Member Palmer mentioned.

Member Palmer
I'll make the motion to approve it as with the changes of the dates.

Treasurer Conine
Thank you, Member Palmer.
Do we have a second?

Member Caldera
Member Caldera will second.

Treasurer Conine
Excellent.
Any discussion on the motion?
Ok, all in favor, say aye.
Aye.

Lieutenant Governor Anthony
Aye.

Member Kao
Aye.

Member Caldera
Aye.

Member Palmer
Aye.

Treasurer Conine
Any opposition?
Alright, motion passes unanimously.
Thank you very much.
We'll close Agenda Number 5 and move on to Agenda Item Number 6.
Is anyone in Las Vegas interested in making public comment?
Now, anybody in Carson City, Member Palmer?

Member Palmer
The doors are open and no one is rushing in still.
So, no.

Treasurer Conine
Well, you know, a lot of things going on today.
Alright, we will close our second period for public comment.
Thank you very much.
Then we move to adjournment.
We are adjourned.
Thank you all very much.
Please send the money to the Federal Government, they need it.
Have a great day.

THE BOARD OF TRUSTEES OF THE
NEVADA EMPLOYEE SAVINGS TRUST

Agenda Item 4
July 15, 2026

Item: **Meketa Investment Group Contract**

Summary:

In December 2025, the NEST team solicited proposals for investment consultant services to support the NEST Board in the analysis, monitoring, and evaluation of NEST Program investment options.

The NEST team received three (3) proposals, which included the following firms:

- Meketa Investment Group, Inc.
- Segal Marco Advisors
- Sellwood Investment Partners

Based upon a review of the responses, the evaluation committee unanimously agreed to recommend awarding the contract to Meketa Investment Group.

This proposed contract would begin upon approval by the Board and run for a term of four years, which is the standard State contracting term. The total cost of the contract for investment consulting services is $106,000 for the life of the four-year contract, broken down as follows:

Year 1	$25,000
Year 2	$26,000
Year 3	$27,000
Year 4	$28,000

Fiscal Impact: $106,000 over four years to be borne by the Nevada Employee Savings Trust Program operating budget. Participant fees will not be increased or impacted as a result of this contract. Investment consulting services were built into the original budget and have been accounted for when determining participant pricing.

Staff recommended motion:

Move to approve the contract with Meketa Investment Group for investment consulting services for the Nevada Employee Savings Trust Program.

Request for Qualifications: Nevada Employee Savings Trust (NEST)

Investment Consulting Services

December 10, 2025

On behalf of the Board of Trustees of the Nevada Employee Savings Trust (the "Board"), the Office of the Nevada State Treasurer (the "Treasurer") seeks investment consulting services to help advise and oversee investment design, risk management, and performance monitoring in connection with its newly formed State-sponsored auto-IRA program, Nevada Employee Savings Trust ("NEST"). The resulting contract is expected to be for a term of four years.

Responses are due by 5pm PT on Friday, January 9, 2026.

PROJECT BACKGROUND

In accordance with Nevada Revised Statutes ("NRS") Chapter 353D, the Nevada Employee Savings Trust Program ("NEST") is a state-facilitated retirement savings program for private-sector workers who don't have access to a 401(k) or pension through their job. NEST makes it easy for businesses to help employees save - at no cost to the employer - and participation is completely voluntary for workers.

NRS Chapter 353D establishes the NEST Program under the authority of the NEST Board of Trustees. The NEST Program is administered by the Board. NRS 353D.200 designate the State Treasurer as the chairman of the Board. NRS 353D.350 authorizes the Board to retain an investment consultant.

The State Treasurer and staff from the State Treasury ("Treasury") administer the daily operations of the Program. These responsibilities include management of the Program's vendors and partnerships, marketing, administration of program budgets and revenues, review of Program performance, and bringing for discussion new initiatives.

Additional information on the Program may be obtained online at: nest.nv.gov.

NRS 353D.300 grants the Board powers to hire, retain and terminate third party service providers as the Board deems necessary or desirable for the Program, including, without limitation, nonprofit organizations, consultants, investment managers or advisers, trustees, custodians, insurance companies, record keepers, administrators, actuaries, counsel, auditors and other professionals.

In December 2024, the Board voted to join the Partnership for a Dignified Retirement ("PDR"); a consortium of states that share in the cost of running auto-IRA programs. The PDR is responsible for selecting the investment lineup. The PDR relationship is governed by an Interstate Adherence Agreement and the Program administration via the Master Agreement with the Program Manager, Vestwell. The Board has a direct program agreement through 2029 with Vestwell State Savings to act as the State's program manager for NEST. Any modifications to the investment lineup must be aligned with the established governance processes detailed in the Interstate Adherence Agreement. Any changes to the investment lineup require a vote in favor by the PDR. Each state in the PDR has one vote on investment options.

INVESTMENT OPTIONS

NEST Program Investment Lineup

The Board, via the PDR, offers five different investment options: a Capital Preservation Fund, Target Date Retirement Funds, a Bond Index Fund, an International Equity Fund, and a Domestic Equity Fund. BlackRock and State Street Global Advisors ("State Street") serve as the investment managers for the funds. Contributions for the NEST Program began on July 1, 2025.

A summary table listing relevant information for each investment option is provided below:

Investment Option Categories[1]	Fund	Underlying Investment	Benchmark	Vehicle Used	Expected Risk
Capital Preservation Fund	**State Street Global Advisors**	**State Street Institutional US Government Money Market Fund (GVMXX)**	**US Treasury 3-Month**	**Mutual Fund**	**Lower**
Core Bond Fund	**State Street Global Advisors**	**State Street Aggregate Bond Index Fund (SSFEX)**	**Bloomberg Barclays U.S. Aggregate**	**Mutual Fund**	**Lower**
International Equity Fund	**BlackRock**	**iShares MSCI Total International Index Fund (BDOKX)**	**MSCI ACWI ex USA**	**Mutual Fund**	**Higher**
Target Date Retirement Fund	**State Street Global Advisors**	**State Street Target Retirement Funds Suite (Tickers in Appendix A)**	**State Street Target Date Composite 20XX**	**Mutual Funds**	**Risks Vary by Fund**
Domestic Equity Asset Class	**BlackRock**	**iShares Total U.S. Stock Market Index Fund**	**Russell 3000 Index**	**Mutual Fund**	**Higher**

As of December 8, 2025, the NEST Program safeguards $4,313,281.23 in assets, as follows:

Fund Number	AUM
COCPF	$ 368,266.52
COFIN	$ 7,364.70
COINT	$ 8,495.81
COT25	$ 153,549.70
COT30	$ 281,592.29
COT35	$ 356,563.04
COT40	$ 421,305.63
COT45	$ 460,898.82
COT50	$ 451,575.09
COT55	$ 482,013.07
COT60	$ 486,257.15
COT65	$ 436,557.21
COT70	$ 255,950.42
COTRF	$ 110,323.78
COUSE	$ 32,568.01
Total	**$ 4,313,281.23**

Investment Policies

The Board has adopted an investment policy statement. The investment policy details the roles and responsibilities of the Board, the State Treasurer, the investment consultant, and the program manager. The investment consultant will be required to adhere to the policies and procedures and requirements set forth in these documents. The investment objectives, permitted investments, and performance monitoring and reporting requirements, including required quarterly and annual investment reports to the Board are outlined in the Investment Policy Statement ("IPS"). The IPS contains detailed information on Watch List criteria and manager selection and evaluation. The IPS is provided in the attached Appendix B.

SCOPE OF WORK

The Nevada State Treasurer, with the advice and consent of the Board, seeks investment consulting services to monitor investments, advise and oversee investment design, and assist with risk management for the NEST Program. It is expected that the awarded vendor will provide quarterly reports to the Board to include recommendations and findings on the Program's investment lineup, as well as annual investment reviews, as noted in more detail in the sections below. In order to award this contract, the awarded vendor(s) must demonstrate that they will:

- Directly provide a higher level of expertise than is currently available from members of the Board and the State Treasurer.
- Directly provide and have access to independent and objective opinions.

- Directly provide information and tools currently unavailable to the Board and State Treasurer; and
- Recognize and acknowledge the burden of co-fiduciary responsibility owed to the participants of the NEST Program.

All vendors responding to this request must comply with all Nevada state contracting laws, rules, and regulations. Submission of a proposal constitutes acknowledgment and acceptance of these requirements.

The awarded vendor must provide the following services:

A. **Fund Monitoring**

1. Review the current criteria for placement of funds on "Watch List" status based on both quantitative and qualitative criteria, and provide any recommended amendments, as needed.
2. Evaluate each fund per the objectives outlined in the Investment Policy Statement.
3. Develop criteria for placement on "Watch List" status or similar based on both quantitative and qualitative criteria; or provide an alternative approach for review of performance, governance, and management. Criteria are broadly listed in the Investment Policy Statement.
4. Based upon the above criteria, evaluate the performance results for each investment option and fund within each of the NEST investment options on a quarterly basis against its benchmark and peer group and provide recommendations to the Board and State Treasurer for placement or release of the each investment option or fund from "Watch List" status or otherwise provide advice on the continuing appropriateness of each investment option or fund. For each fund recommended to be placed, maintained or released from Watch List status, provide a fund commentary.
5. Upon request of the Treasury or Board, collect, compile and/or conduct technical analyses, including risk metrics and attribution analysis and provide advice on the continuing appropriateness of each investment option and fund.
6. Perform ongoing monitoring of each investment option and fund within the NEST Program for qualitative issues that may impact a decision regarding the continuing appropriateness of each investment. Examples of these types of issues include changes of the fund manager or team, significant redemptions of assets by investors, and regulatory and legal issues.

B. **Periodic Reviews and Reporting**

1. Provide performance reporting at least quarterly for all investment options, as described in detail above. Quarterly reports shall be presented by the awarded vendor(s) at quarterly Board meetings.
2. Compile and undertake a comprehensive annual review of the NEST Program's investments. The review should include, but not be limited to, reviews of all existing investment options to determine if the options are satisfactory, given the considerations for diversification, risk and return. Review the asset allocations for target-date funds, including any recommendations for structural changes and modifications, and ensure choices remain appropriate for the Board's investment

policies and goals.

3. Provide up-to-date information to the Board and Treasury concerning current investment trends and issues.
4. Review the current Investment Policy Statement for the NEST Program at least annually, and provide amendments, as needed.
5. Provide advice regarding best practices in preparation of other procedures and policies.
6. Provide advice concerning risk management strategies; investment goals, objectives and strategies, and compliance monitoring, all as they relate to NEST Program and individual investment option activities.

C. **Special Projects**

1. Upon request, vet prospective investment manager(s) and program manager(s) for the NEST Program's suitability.
2. Assist in preparing and evaluating RFPs, RFQs, and RFIs, as needed.
3. Provide training and/or education and materials to Board and Treasury staff members, as needed/requested by the Treasury.
4. Conduct other special projects or analyses as requested.

Additional information about the role and responsibility of the awarded vendor(s) and the other parties is outlined in the IPS.

EXPECTED TIMELINE

The following table shows the anticipated timetable for this RFQ.

Event	Date
RFQ Issuance	Wednesday, December 10, 2025
Questions Submission	Wednesday, December 17, 2025, 5pm PT
Responses to Questions	Friday, December 19 2025, 5pm PT
RFQ Submission	Friday, January 9, 2026, 5pm PT
Preliminary Recommendation to the Board	Wednesday, January 21, 2026
Contract Negotiations	Thursday, January 22 through Friday, April 3
Board Approval of Contract	Wednesday, April 15, 2026

If your firm is interested in serving as the Investment Consultant for the NEST Program, please **respond via email to the Questions provided on page 7 below no later than 5pm PT on Friday, January 9, 2026.**

If you have questions prior to the due date, please submit them to StateTreasurer@NevadaTreasurer.gov by 5pm PT on Wednesday, December 17, 2025. Responses to all submitted questions will be emailed to those receiving this RFQ by 5pm PT on Friday, December 19, 2025. Responses will not identify the firm asking the question.

NEST Staff will review the qualifications and pricing submitted and anticipate providing a preliminary recommendation to the Board at the next regularly scheduled Board meeting on Wednesday, January 21, 2026. The Board may choose to table, deny, seek more information or accept the preliminary recommendation or otherwise. If accepted, it is anticipated the awarded vendor(s) contract will begin following final approval at the next regularly scheduled Board meeting in April 2026. The Board is not bound to accept the preliminary recommendation or to award any business pursuant to this RFQ.

All responses should be sent to StateTreasurer@NevadaTreasurer.gov by Friday, January 9, at 5pm PT.

Please be aware, any responses received are considered public record. Please clearly indicate what information, if any, contained in your response should be deemed confidential.

QUESTIONS

1. Has your firm previously served or does your firm currently serve as an investment consultant for another state-sponsored auto-IRA or similar program? If so, please describe your firm's experience.

2. Describe your firm's process and approach for the reviewing and monitoring of Program investments, including the following:
   a. For the type of investment options that comprise the Nevada Employee Savings Trust, what do you consider an appropriate mechanism for reporting and identifying possible performance or other issues to a governing body?
   b. Besides simply benchmarking returns, what other or technical analysis do you conduct and report on for clients that comprise the basis of your recommendations regarding funds and portfolios to the Board?

3. Once a fund or portfolio status, in your firm's view, merits increased surveillance, describe the process you undertake to monitor the fund/portfolio and fund manager and conduct further due diligence and analysis.

4. How do you balance the need to quickly assess and make recommendations based on the volatility of a fund's return and/or its underperformance along with consideration of qualitative issues against the need to allow a fund's manager to "ride out" performance over a longer period?

5. Briefly describe your experience in recommending selection, retention and termination of investment managers. What are some of the key items you examine and the frequency?

6. Describe any other services or analyses that you would recommend be included as part of the Scope described in this RFQ.

7. Does your firm provide investment management services in addition to investment consulting? If so, describe how your firm mitigates against any potential conflicts of interest.

8. Sample Reports:
   a. Please provide a sample "Watch" report, or equivalent report, that you currently provide for a client, preferably a government agency.
   b. Please provide a sample memorandum or report provided for a client, preferably a government agency, that recommends a change/addition/removal of an investment option.
   c. Please provide a sample due diligence or annual report that you provided for a client, preferably a government agency.

9. Please provide the expected costs for providing the services outlined in the Scope of Work (and any additional services noted in response to Question 6), including an explanation of how costs are broken down and the frequency of billing. Competitive pricing is desired.

Appendix A

All NEST Investment Options and each of their corresponding Underlying Investments

Investment Option	Underlying Fund (Ticker)
Capital Preservation Option	State Street Institutional US Government Money Market Fund – Premier Class (GVMXX)
Target Retirement Date Option	State Street Target Retirement Fund K (SSFOX)
Target Retirement 2025 Option	State Street Target Retirement 2025 Fund K (SSBSX)
Target Retirement 2030 Option	State Street Target Retirement 2030 Fund K (SSBYX)
Target Retirement 2035 Option	State Street Target Retirement 2035 Fund K (SSCKX)
Target Retirement 2040 Option	State Street Target Retirement 2040 Fund K (SSCQX)
Target Retirement 2045 Option	State Street Target Retirement 2045 Fund K (SSDEX)
Target Retirement 2050 Option	State Street Target Retirement 2050 Fund K (SSDLX)
Target Retirement 2055 Option	State Street Target Retirement 2055 Fund K (SSDQX)
Target Retirement 2060 Option	State Street Target Retirement 2060 Fund K (SSDYX)
Target Retirement 2065 Option	State Street Target Retirement 2065 Fund K (SSFKX)
Target Retirement 2070 Option	State Street Target Retirement 2070 Fund K (SSGNX)
Fixed Income Option	State Street Aggregate Bond Index Fund Class K (SSFEX)
International Equity Option	iShares MSCI Total International Index Fund Class K (BDOKX)
US Equity Option	iShares Total U.S. Stock Market Index Fund Class K (BKTSX)

Appendix B

NEVADA EMPLOYEE SAVINGS TRUST (NEST) PROGRAM

Governed by the

NEVADA EMPLOYEE SAVINGS TRUST BOARD OF TRUSTEES

INVESTMENT POLICY STATEMENT

Adopted May 21, 2025

Table of Contents

I. The Nevada Employee Savings Trust Program

The Nevada Employee Savings Trust Program (“Program”), known as NEST, is a retirement savings program that enables participation through employee payroll contributions into an individual retirement account (“IRA”) governed by the Nevada Employee Savings Board of Trustees (“Board”). The Program operates at all times under the legal and statutory requirements of the State of Nevada.

The Program enables NEST participants (“Participants”) to direct plan account balances among one or more investment options (“Investment Options”) but limited to no more than three investment managers, including a default setting for Participants who do not actively select an Option.

The Program has decided to partner with an existing state program to obtain scale and cost-effectiveness. This initiative will be referred to throughout as the (“Partner Program”).

II. Establishment and Authority

Per NRS: Chapter 353D – Nevada Employee Savings Trust, the Board is authorized to jointly administer the Program with a qualified Program of one or more other states (referred to as “PDR – State Lead”).

III. Purpose of Investment Policy Statement

This Investment Policy Statement (“IPS”) is intended to enable the Board to make Program investment decisions according to an established process.

This document outlines the underlying philosophies and processes for the monitoring and evaluation of the investment options offered to participants, the underlying investments as defined herein, and the selected investment managers providing those investments and fulfilling those options.

Specifically, this IPS:

- → Defines the Program’s investment objectives.
- → Identifies and defines the roles and responsibilities of the various parties having fiduciary responsibilities in administering the Program.
- → Describes the types of investment options offered and the criteria applied for selecting these investment options.
- → Establishes investment procedures, performance measurement standards, and monitoring procedures of the investment options offered.

This IPS will be reviewed annually and will be amended as needed to reflect Program growth, Program design changes, or other factors deemed to be material by the Board.

IV. Investment Objectives

The overarching objective of the Program is to promote greater retirement savings opportunities for Nevada's private-sector workers who currently lack access to employer-sponsored retirement plans, by providing access to a professionally managed, low-cost, portable retirement savings vehicle. The primary investment objective of the Program is to offer a limited number of investment options, appropriately suited for IRA accounts, to meet the savings goals of participants based on varying levels of risk tolerance.

V. Roles and Responsibilities

The Board, with input from Program staff and an Investment Consultant (if retained) as needed, shall be responsible for:

→ Selecting, maintaining and establishing a contractual relationship with a Partner Program with appropriate investment options to be utilized by participants in the Program.

→ Establishing and maintaining the IPS.

→ Reviewing the asset classes available for Investment Options at the Partner Program.

→ Monitoring the specific Fund(s) to fill each of the Investment Option asset class categories.

→ Receiving and reviewing quarterly performance reports from NEST's independent investment consultant, if retained, to evaluate the Program's Investment Options and Fund performance.

→ Selecting and overseeing contractors, as appropriate, including, but not limited to, the Program Manager/Administrator and Investment Consultant, if retained.

→ Together with Program Staff, ensure the Program's participants are provided with general financial and investment information to educate and assist participants in making their allocation decisions and facilitate the achievement of savings and retirement goals.

Program staff shall be responsible for, among other things:

→ Preparing investment-related agenda items and topics for Board meetings.

→ Requesting and reviewing Investment Options performance and cash flow data from the Program Manager/Administrator.

→ Representing the Program on all interactions with the Partner Program and members of the Interstate consortium formed under the Program Agreements and identifying the Program staff member who will serve in this role ("Program Representative").

→ Instructing the Program Representative to raise instances of non-compliance, operational failures, or any other concerns with the Partner Program, its vendors, or the investments offered through the Partner Program in accordance with the provisions of the Program Agreements.

→ Assisting the Board in carrying out its investment strategy by confirming that the Funds' investment criteria are met, based on analysis and with input from the Investment Consultant as needed.

→ In collaboration with the Board, ensure the Program's participants are provided with general financial and investment information to educate and assist participants in making their allocation decisions and facilitate the achievement of savings and retirement goals.

→ Providing a summary for the Board of any issues with contractors which need Board attention or consideration.

→ Overseeing the production of educational materials, in plain, accessible language to ensure that Participants receive appropriate financial and investment information during the account opening and managing process.

→ Monitoring of investment-related costs shall occur no less than annually by Program staff with assistance from the Investment Consultant as needed and shall focus on the investment management costs borne by Participants.

→ Other duties as the Board determines are necessary to successfully implement the Program.

If an Investment Consultant is retained by the Board, the Investment Consultant shall be responsible for the Scope of Work set forth in its contract with the Board, including but not limited to:

→ Provide general investment advice to the Board and Staff.

→ Assist Program staff in developing and updating, as necessary, the IPS and assist with monitoring compliance and recommend updates thereto as needed, for Board approval.

→ Assisting the Board with analysis of Partner Program Investment Options, monitoring Investment Options and Funds, including whether the Funds' investment criteria are met and making recommendations to the Board and Program staff for changes as needed, in accordance with Section VII.

→ Providing performance reporting on at least a quarterly basis, for all Investment Options.

→ Assist Program Director to prepare and present to the Board a comprehensive annual report that evaluates 1) the effectiveness of the Program in meeting its investment goals, 2) suitability of investment options, 3) asset allocation of target-date funds and 4) provide recommendations for improvement where appropriate.

→ Keep the Board and Program Director informed about current investment trends and issues for individual retirement accounts and defined contribution plans of a similar nature.

The Initial PDR Lead State shall be responsible for:

→ Determining the initial investment line-up, investment strategy, and investment election offerings of the partnership.

→ Thereafter, the Partner Program shall determine the investment line-up, investment strategy and investment election offerings for the duration of the partnership.

The Program Manager/Administrator shall be responsible for:

→ The Scope of Work set forth in its contract with the Board including, but not limited to, providing account balance and investment performance reporting for Program Participants.

VI. Investment Options

The Program has partnered with an existing state program for reasons of scale and cost-effectiveness. Because of this, the Program cannot make changes to the investment options of the Program without approval from the Partner Program. This relationship is governed by the Master Services Agreement, the Interstate Adherence Agreement and the Partner State Agreement (collectively the "Program Agreements"). Prior to selection of a Partner Program, as part of a more holistic evaluation of potential partner programs, the available investments have been analyzed and deemed suitable by the Board.

An Investment Option may be brought forth to the Partner Program for addition or removal from the Program lineup, based on the perceived needs and utilization of the Program Participants. Other factors, including industry-best practices and new or evolving research, may influence the Investment Options that are reviewed with the Partner Program. The Default Investment Option, which will match the Partner Program, shall be viewed as an option to provide Participants who do not make an investment election a reasonable mix of assets to help them achieve their retirement goals over time.

Default Investment Option:

Based on the existing default investment option for the Partner Program, for those Participants who do not make an affirmative election, initial contributions will be invested in a Capital Preservation Option as the Stage 1 Default Investment Option, characterized by low risk. After a 30-day period, the initial and any subsequent contributions and earnings will be moved to either the Stage 2 Default Investment Option, or any Custom Investment Option(s) selected by the Participant. The Stage 2 Default Investment Option will be the Target Date suite of investment options. Funds will be invested in the vintage that aligns with the Participant's expected retirement at age 65. This mechanism is in place so that Participants have 30 days to assess the initial contributions made to their accounts without taking on significant investment risk. Participants who make an active election may choose to allocate all contributions, including those made in the first 30 days, to the investment option of their choice.

Potential Investment Options Include:

- → **Short-Term Investments**, with the primary objectives of seeking investment safety and liquidity.
- → **Fixed Income Investments**, with the primary objectives of capital preservation with the potential for achieving income and allowing for appreciation over time.
- → **Domestic Equity Investments**, with the primary objective of capital appreciation by providing exposure to the equity markets, composed of stocks of US companies.
- → **International Equity Investments**, with the primary objective of capital appreciation by providing exposure to the equity markets, composed of stocks of foreign companies.
- → **Balanced Investments**, including target date and target risk, with the primary objective of constructing a diversified portfolio.

The above options reflect the Lead State's potential investments, and not necessarily a requirement to offer these outlined options. The specific investments being offered at any time are identified in Appendix I.

VII. Review of Funds in Partner Program

The Program will offer Investment Options for Participants to diversify their IRA account balances based on the offerings of the selected Partner Program.

In reviewing the Funds to fulfill the Investment Options provided by the Partner Program, the following characteristics shall be examined by the Investment Consultant if retained, and utilized to recommend the suitability of the Partner Program's investment options to Program staff and the Board:

- → Investment approach (active vs. passive, fundamental vs. quantitative)
- → Investment process and personnel, focusing on stability and capability of the team
- → Fees to evaluate cost competitivenessRisk-adjusted returns over various time periods
- → Style consistency throughout market cycles
- → Legal and/or regulatory issues

VIII. General suitability for individual investors, and specific suitability for the Program Fund Monitoring/Watch List

If the Board retains an Investment Consultant, each Fund will be evaluated for its ability to meet the following objectives, and may be recommended to the Partner Program for termination/replacement when the Board, in consideration of the recommendation from the NEST Investment Consultant, has determined that the Fund is no longer able to:

- → Achieve performance and risk objectives (generally meeting index returns minus fees for passive strategies or exceeding benchmark returns for active strategies) over a full market cycle of 3-5 years.
- → Consistently apply their stated investment process.
- → Comply with any applicable contract and investment criteria, which detail the appropriate benchmark for performance evaluation and other criteria restricting the Fund's investments
- → Provide Participants with suitable diversification in conjunction with the rest of the available investment options in the lineup.
- → Comply with reporting requirements.
- → Maintain a stable organization and retain key relevant investment professionals.

The Board may advocate for the addition, removal, or replacement of the Funds and/or Underlying Investments offered within the Partner Program's Investment Options at its discretion, and for reasons not included in this IPS.

Funds will be evaluated on an ongoing basis for adherence to their stated objectives, based on both qualitative and quantitative criteria. When Managers fail to meet one or more of these criteria the NEST Investment Consultant shall place the Fund on a “Watch List”, report to the Board quarterly the status of the Watch List and recommend any action that is to be taken with respect to managers on the Watch List. There is no specific time period for Managers to remain on Watch List; however, Funds will be reviewed on an individual basis, and this heightened monitoring continues until either the underlying fund is released from Watch status due to improved results or corrective measures are recommended by the NEST Investment Consultant to the Board.

Qualitative Assessment

The qualitative aspect of each investment option will be monitored on an ongoing basis by the Board, Program staff, and the NEST Investment Consultant, if retained. A significant and potentially adverse event related to, but not limited to, any of the following qualitative issues or events may initiate a recommendation to place the Manager on a Watch List or recommendation for removal from the Program to the Partner Program. Qualitative assessments will focus on:

→ Departure of key personnel
→ Significant loss of clients or assets under management
→ Financial instability
→ Significant change in organizational or ownership structure
→ Investment strategy or style deviation
→ Apparent breach in ethical behavior or integrity
→ Significant and persistent lack of responsiveness to requests
→ Continued violations of the investment monitoring criteria if applicable
→ Legal and/or regulatory action or other proceedings affecting the manager.
→ Any issue believed to undermine the Board, Staff, or NEST Investment Consultant’s confidence in the Investment Manager

Quantitative Assessment

In order to evaluate Managers, trailing and rolling assessments of excess returns will be evaluated by the NEST Investment Consultant, if retained. The Board and Program staff reserve the right under this IPS to pursue any course of action in response to absolute, relative, historic, or perceived future investment performance. Notwithstanding the foregoing, the following measurement criteria will generally apply to quantitative assessments of Investment Manager performance:

- → For funds using a Passive Investing strategy, over the most recent trailing three- or five-year period, a fund's net return as compared with the assigned benchmark less the investment management fee.

- → For funds using an Active Investing Strategy and the target date funds over the most recent trailing three- or five-year period, the fund's net-of-fee return as compared with the assigned benchmark **and** its respective peer ranking falls below its universe median and its ranking within its Peer Universe. The term Peer Universe, as defined here, is a group of like managers defined by a specific asset class or investment style. The NEST's Investment Consultant (if retained) will coordinate review of the Peer Universe as defined by the PDR Lead State for the investment options offered, and provide reporting on performance relative to the Peer Universe in Quarterly reports.

IX. Recommending Investment Changes to Partner Program

- → While the Program is limited by the language subject to the terms of the Program Agreements regarding investment options, the process below will guide the recommendation of investment changes to the Partner Program.
- → The Board may determine based on the above criteria that a replacement for an existing investment option is prudent. The Board may also determine that an additional investment option should be added to the Program to fulfill a need in the investment lineup.
- → Following the identification of an investment option for replacement or addition to the program, the Board, in conjunction with the Investment Consultant's advice as needed and Program Director, will present findings in writing to the Chair of the Partnership Program for presentation to its Member States.

X. Participant Investment Education and Communication

The Program will communicate to Participants their responsibility for investment decisions, permit changes among Investment Options with reasonable frequency, and provide investment-related educational materials that will enable Participants to make informed financial and investment-related decisions.

XI. Conflicts of Interest

All members of the Board, as well as all service providers to NEST, are expected to maintain independence with respect to the recommendations, advice, and decisions that are made regarding the Program. It is expected that the NEST Investment Consultant (if retained), Program staff, Board members, and service providers will act as fiduciaries, in the best interest of Program Participants at all times.

XII. Statutory and Regulatory Requirements

Notwithstanding the foregoing, if any term or condition of this IPS conflicts with any term or condition in the NEST statutory or regulatory requirements or federal law, the terms and conditions of the statutory or regulatory requirement or applicable law shall control.

APPENDIX I

APPENDIX I
INVESTMENT OPTIONS AND BENCHMARKS

Investment Option Categories[1]	Fund	Underlying Investment	Benchmark	Vehicle Used	Expected Risk
Capital Preservation Fund	State Street Global Advisors	State Street Institutional US Government Money Market Fund (GVMXX)	US Treasury 3-Month	Mutual Fund	Lower
Core Bond Fund	State Street Global Advisors	State Street Aggregate Bond Index Fund (SSFEX)	Bloomberg Barclays U.S. Aggregate	Mutual Fund	Lower
International Equity Fund	Black Rock	iShares MSCI Total International Index Fund (BDOKX)	MSCI ACWI ex USA	Mutual Fund	Higher
Target Date Retirement Fund	State Street Global Advisors	State Street Target Retirement Funds Suite (Tickers in Appendix IA)	State Street Target Date Composite 20XX	Mutual Funds	Risks Vary by Fund
Domestic Equity Asset Class	Black Rock	iShares Total U.S. Stock Market Index Fund	Russell 3000 Index	Mutual Fund	Higher

[1]Appendix I will be modified as Investment Options are changed

APPENDIX I-A

APPENDIX I-A
TARGET DATE VINTAGES AND TICKER SYMBOLS

Target Retirement Funds Suite Tickers	
Ticker	TD Description
SSFOX	Target Retirement Fund
SSBSX	2025
SSBYX	2030
SSCKX	2035
SSCQX	2040
SSDEX	2045
SSDLX	2050
SSDQX	2055
SSDYX	2060
SSFKX	2065
SSGNX	2070

APPENDIX II GLOSSARY

Glossary of Terms:

Active Investing: An investing strategy that attempts to outperform the market, with portfolio managers buying only those stocks, that the portfolio manager believes are superior and could outperform.

Annual Return: The total return of a security over a specified period, expressed as an annual rate of interest.

Annualized: A figure (as in a percentage) calculated by a formula to find the "average" performance per year for a period greater than one year.

Benchmark: A standard against which the performance of a security, mutual fund or investment manager can be measured. Generally broad market and market-segment stock and bond indexes are used for this purpose.

Default Investment Option (DIA): Allows the employer or plan sponsor to automatically enroll, or "default" participants and direct their contribution dollars to be invested in an investment option selected for the plan. These Default Investment Options are typically diversified portfolios designed to provide exposure to both equity and fixed income assets. The participant is not obligated to participate and can choose to opt out of the Default Investment Option at any time, based on the liquidity constraints of the Program. It is important to note, that the participant is effectively making an investment choice (and defaulting to contributions

through the DIA), despite not actively directing funds.

Equity: Ownership or proprietary rights and interests in a company. Synonymous with common stock.

Exchange-Traded Funds (ETF): A marketable security that tracks an index, commodity, bonds, or a basket of assets like an index fund. Unlike mutual funds, an ETF trades like a common stock on a stock exchange. ETFs experience price changes throughout the day as they are bought and sold. ETFs typically have higher daily liquidity and lower fees than mutual fund shares, making them an attractive alternative for individual investors. Because it trades like a stock, an ETF does not have its net asset value (NAV) calculated once at the end of every day like a mutual fund does.

Glidepath: Refers to a changing asset allocation mix of a target date fund, based on the number of years to the target date. The glide path creates an asset allocation that typically becomes more conservative (i.e. includes more fixed-income assets and fewer equities) the closer a fund gets to the target date.

Gross of Fees Performance: Performance presented before fees are taken into account, thereby overstating the actual, final performance return. See also "Net of Fees Performance".

Index: A statistical yardstick composed of a basket of securities with a defined set of characteristics. An example of this would include the "S&P 500" which is an index of 500 stocks.

Mutual Fund: An investment vehicle, which brings together money from many different groups (individuals, institutions, or others) and invests in stocks, bonds, or other assets. Strikes a NAV (Net Asset Value) daily and is SEC-registered.

Net Asset Value (NAV): NAV is a fund's price per share, or per each dollar invested. NAV per share is computed once a day based on the closing market prices of the securities and is calculated by dividing the total value of the fund's portfolio, less any liabilities, by the number of fund shares outstanding.

Net of Fees Performance: Return of the investment after all fees, expenses and taxes.

Passive Investing: An investing strategy that tracks a market-weighted index or portfolio. The most popular method is to mimic the performance of a specified index by buying an "index fund".

Peer Universe: A group of similar investment strategies that are aggregated to provide a performance benchmark/comparison. For example, if a U.S. Bloomberg Barclays Aggregate Index Fund is offered on the lineup, a likely "Peer Universe" would be "Peer Core Bond" funds, where the median return would be utilized. The source for Peer Universes is typically Morningstar, Evestment Alliance, or InvestorForce (or other industry standard providers).

Risk-vs.-Return: Risk measures the probability of financial loss. Investors often compare risk, as measured by standard deviation of returns, to historical or expected return when making investment decisions. Typically, investors demand higher returns for investments they consider more risky.

Standard Deviation: Statistical measure of the degree to which an individual value in a probability distribution tends to vary from the mean of the distribution. In portfolio theory, the past performance of securities is used to determine the range of possible future performances, and a probability is attached to each performance. The standard deviation of performance can then be calculated for each security and for the portfolio as a whole. The greater the degree of dispersion, the greater the risk.

Target Date Funds: Single diversified, multi-asset class strategy utilizing a "glidepath" that systematically reallocates assets to become more conservative over time, based on a Participant's targeted retirement date.

Target Risk Funds: Suite of diversified, static multi-asset class strategies with varying objectives providing Participants investment options based upon stated risk tolerance, time horizon, circumstance, and investment objectives.

Total Return: The aggregate increase or decrease in the value of the portfolio resulting from the net appreciation or depreciation of the principal of the fund, plus or minus the net income or loss experienced by the fund during the period.

Yield: The rate of annual income returns on an investment expressed as a percentage. Income yield is obtained by dividing the current dollar income by the current market price of the security.

CETS#	
RFP#	

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	
Address:	
City, State, Zip Code:	
Contact:	
Phone:	
Fax:	
Email:	

Contractor Name:	
Address:	
City, State, Zip Code:	
Contact:	
Phone:	
Fax:	
Email:	

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL**. This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS**.

   A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

   B. "Contracting Agency" – means the State agency identified above.

   C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.

   D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.

   E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.

   F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	Date	To:	Date

4. **NOTICE**. All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

5. **INCORPORATED DOCUMENTS**. The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK, DELIVERABLES, PAYMENT SCHEDULE, and NEGOTIATED POINTS (if needed)
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	STATE SOLICITATION # and AMENDMENTS #
ATTACHMENT DD:	VENDOR PROPOSAL

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION**. The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

$	per	

Total Contract or installments payable at:	

Total Contract Not to Exceed:	$

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT**. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **BILLING SUBMISSION: TIMELINESS**. The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars ($100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

9. **INSPECTION & AUDIT**.

A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.

C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION**.

A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.

B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:

1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES**. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars ($150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY**. The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.

13. **FORCE MAJEURE**. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION AND DEFENSE**. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS**. Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

    Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

    A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

    1) Final acceptance by the State of the completion of this Contract; or
    2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

    Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

    B. General Requirements.

    1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.

    2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.

    3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars ($50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.

6) Approved Insurer: Each insurance policy shall be:

a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and

b) Currently rated by A.M. Best as “A-VII” or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.

3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.

4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor’s full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in additional to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal

property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. **WAIVER OF BREACH**. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION**. Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.

22. **PUBLIC RECORDS**. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. **CONFIDENTIALITY**. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. **FEDERAL FUNDING**. In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:

    A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.

    C. Contractor and it subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. **LOBBYING**. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

A. Any federal, state, county or local agency, legislature, commission, council or board;

B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

26. **GENERAL WARRANTY**. Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

27. **PROPER AUTHORITY**. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES**. For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.

29. **ASSIGNMENT OF ANTITRUST CLAIMS**. Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.

30. **GOVERNING LAW: JURISDICTION**. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

31. **ENTIRE CONTRACT AND MODIFICATION**. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature Date Independent Contractor's Title

State of Nevada Authorized Signature Date Title

State of Nevada Authorized Signature Date Title

State of Nevada Authorized Signature Date Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

Approved as to form by:

On:

Deputy Attorney General for Attorney General Date

THE BOARD OF TRUSTEES OF THE
NEVADA EMPLOYEE SAVINGS TRUST

Agenda Item 5
July 15, 2026

Item: **Nevada Employee Savings Trust program update. Vestwell State Savings will provide a presentation on the NEST Program numbers.**

Summary:
Courtney Eccles of Vestwell State Savings will provide a presentation on the NEST numbers.

Fiscal Impact: None by this action.

Staff recommended motion:

No action needed.

NEST Board Meeting

nest
NEVADA EMPLOYEE SAVINGS TRUST

July 15, 2026

Vestwell

Vestwell

2026 Program Activity

2026 Annual Wave - June 30, 2026 deadline

- 2026 Annual Wave consists of 3,124 employers
- 3 pre-deadline communications and 1 post-deadline communication sent, 1 post-deadline communication remaining

Payroll Webinars & Employer Emails

- Continuing monthly payroll webinars for employers
- Expecting additional employers to join over the next few months in coordination with the annual wave
- We continue to send out targeted emails to employers in a few instances:
  - Reminder emails to submit contributions
  - Reminder emails to add new employees (for those who haven't added employees in the last 90 days)
- We plan to send out a notice later this year to W2025 employers who have: taken no action OR completed registration w/no payroll

Vestwell

Employer Update

Comparing Q3 and Q4 of 2025, and Q1 and Q2 2026

*Total employer number growth driven by the addition of W2026.

* Registered employer, exempt employer, and submitting payroll count had steady growth QoQ.

	As of 9/30/2025	As of 12/31/2025	As of 03/31/2026	As of 06/30/2026
Total Employers	14,355	14,484	14,526	17,702
Registered Employers	2,409	2,747	3,039	3,365
Exempt Employers	3,092	3,505	4,269	4,944
Submitting Payroll	572	1,569	1,722	1,832

Vestwell

Employee Update

Comparing Q3 and Q4 of 2025, and Q1 and Q2 2026

*Continued Saver growth in QoQ in 2026.

*Strong AUM growth in Q2.

*Steady ave. account balance and contribution rates/amounts QoQ.

	As of 9/30/2025	As of 12/31/2025	As of 03/31/2026	As of 06/30/2026
Funded Saver Accounts	4,579	15,755	20,129	23,201
Total Saver Assets	$740.7K	$5.8M	$11.1M	$17.8M
Opt- Out Rate	31.19%	31.68%	30.55%	29.23%
Av. Account Balance	$162	$368	$552	$769
Av. Contribution Rate	4.98%	5.01%	5.0%	5.01%
Av. Monthly Contribution Amount	$125	$155	$157	$156

Vestwell

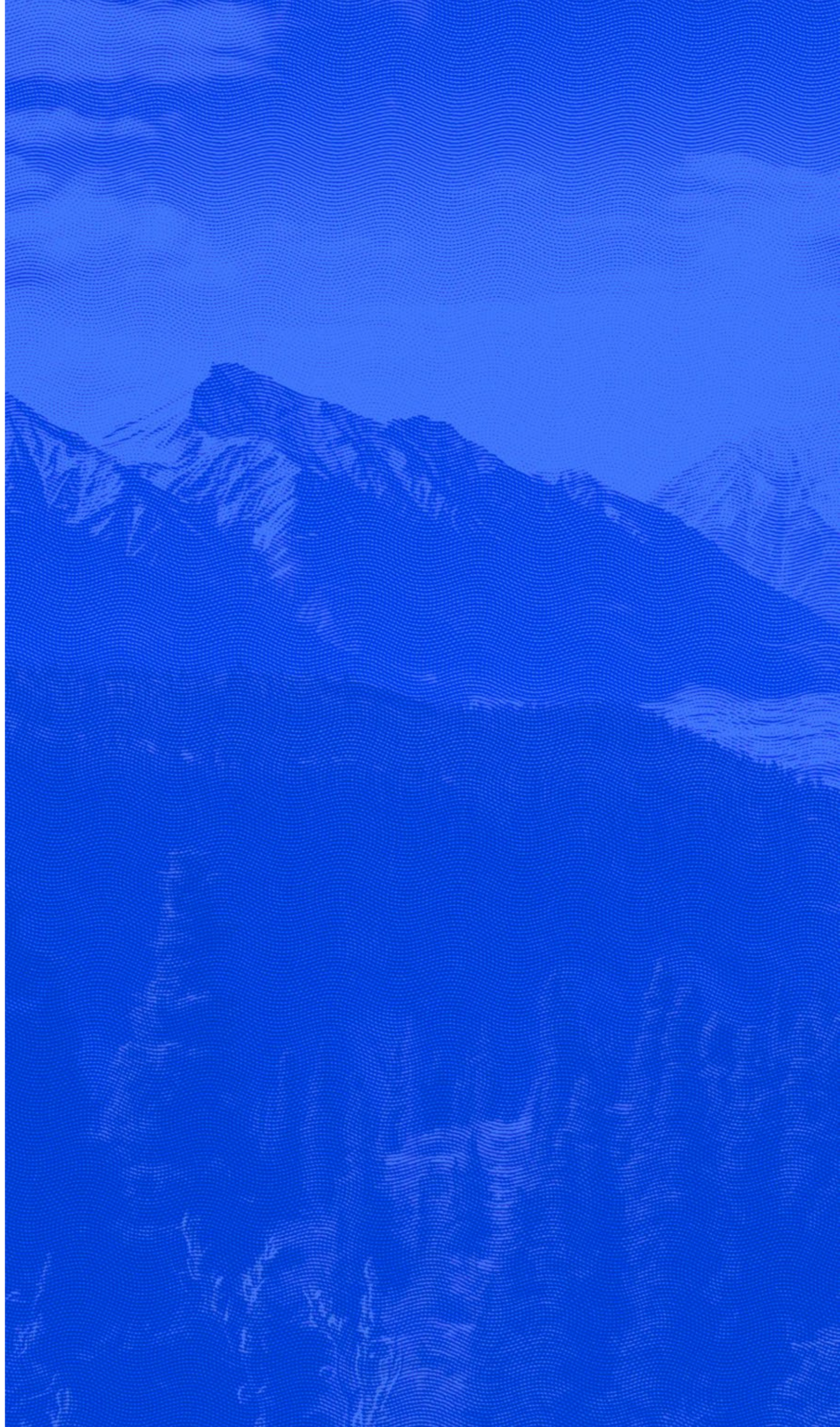
Additional Program Items

Payroll Integrations: Paychex 360 API

- Last month, we launched the 360 API integration with Paychex
- Newly registered employers can connect to it when registering for the program
- We will notify previously registered employers who use Paychex about the integration later this summer

Call Center Update

- Over the last six months, we expanded call center operations by hiring additional representatives, and we plan to open a new call center location in the Phoenix, Arizona area later this year
- Transitioned back- end operations of the call center to Amazon Web Services in April
- Provides enhanced experience for employers and savers that call into the call center via a more seamless backend operation



Thank you

About Vestwell Holdings Inc.

Vestwell

THE BOARD OF TRUSTEES OF THE
NEVADA EMPLOYEE SAVINGS TRUST

Agenda Item 6
July 15, 2026

Item: **Board review and approval of proposed exit termination language amendment for the Partnership for a Dignified Retirement's Interstate Adherence Agreement and direct staff as appropriate**

Summary:

Michael Pelham, NEST Program Director, will provide an overview of the proposed language amendment.

Fiscal Impact: None by this action.

Staff recommended motion:

Move to approve the changes to the Partnership for a Dignified Retirement's Interstate Adherence Agreement.

Draft Amendment Language

For and in consideration of the mutual promises and covenants contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the participating States each agree as follows:

Art. IV, Section 7 of the Interstate Adherence Agreement which establishes the Partnership for a Dignified Retirement "PDR" is hereby amended by deleting the current language and replacing it to read as follows:

[Current Language]

7. Withdrawal from Agreement. A State may only withdraw from this Agreement upon termination of its Partner State Agreement. A State that (a) fails to execute a Partner State Agreement in accordance with Section V.3 within ninety (90) days after full execution of a Master Services Agreement by the Lead State, or (b) terminates its Partner State Agreement with a Vendor shall be removed from the PDR. If the Lead State is removed from the PDR, the PDR shall appoint a new PDR Lead State, subject to approval of each authorized Vendor, and the removed PDR Lead State agrees to assign all Master Services Agreement(s) between Vendor(s) and the removed Lead State to the new Lead State.

7. Withdrawal from Agreement.

A. Voluntary or State-Mandated Withdrawal. Notwithstanding anything in this Agreement to the contrary, a State may withdraw from the PDR for convenience subject to the following conditions:

a. To withdraw from the PDR a State must provide notice a minimum of 12 months before the anticipated date of withdrawal,

b. If such a withdrawal is prompted by a dispute between the withdrawing State and the Lead State or other members of the PDR the parties shall engage in good faith mediation pursuant to section VII.2 hereof. Such mediation efforts shall be undertaken expeditiously.

c. The accounts and Assets under Management and all related data attributable to the Withdrawing State shall remain the assets and responsibility of the Withdrawing State in accordance with the Master Services Agreement.

d. PDR will establish a Committee composed of the Lead State, the Withdrawing State and one other State to assess whether the proposed withdrawal from the PDR would directly result in an increase in the fees payable by Savers in the remaining States under Exhibit A of the Master Services Agreement. If the Committee determines that the proposed withdrawal from the PDR would directly result in an increase in fees, the Withdrawing State will either (i) use best efforts to withdraw at a time that does not directly cause an increase in fees but shall not exceed 18 months beyond the required 12 month notice period outlined in 7a or (ii) make a one-time payment to the remaining States in the PDR based on the assets under management in the Partnership as of the successful transition of Withdrawing State Accounts in accordance with Section 5.15 of the Master Services Agreement. The one-time payment will be equal to the estimated difference in the fees due to the Program Manager under Exhibit A of the Master Services Agreement resulting solely from the decreased amount of funded accounts and/or assets under management for the 12-month period following the successful transition of Accounts at the direction of the Withdrawing State. Any payment required under the terms of the preceding sentence will be made by the Withdrawing State upon the successful transition of Accounts, provided that the Program Manager and the Lead State agree in advance in writing that in consideration of such payment the fees payable in the remaining States' automatic enrollment IRA programs will not be increased, and that no additional fees will be due from the Withdrawing State or the States remaining in the PDR as a result of the Transition. Any such payment shall be sent to the Lead State for the purpose of ensuring payment is applied towards retaining the benefits of all existing breakpoints, notwithstanding the failure to meet the requirements needed to obtain that breakpoint as a result of the Withdrawing State exiting the partnership.

e. The Withdrawal of the State shall be undertaken in accordance with Section 5.15 of the Master Service Agreement, but only for the accounts and data of the Withdrawing State.

f. Any amounts due to be paid to the Lead State pursuant to this Section 7 shall be payable from funds available in that Programs [operating][trust][enterprise] fund and any available appropriations.

g. Each Party's obligation to pay any amounts, perform any activities or provide any items under this Agreement is conditioned upon that Party's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow the Party, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement.

B. Withdrawal Based on Default. Notwithstanding anything in this Agreement to the contrary, a State may withdraw from the PDR upon the occurrence of an event of default under the Master Services Agreement by the Program Manager or the Lead State that has, in the judgment of the Withdrawing State, a material adverse effect on the Withdrawing State's program, and if the default is subject to cure the Program Manager or the Lead State has failed to cure the default within sixty (60) days, subject to the following conditions

a. At the request of the Withdrawing State, the Lead State will terminate the Master Services Agreement with respect to the Withdrawing State subject to Section 5.36 of the Master Services Agreement regarding the survival of provisions following termination, including without limitation the Program Manager's obligations to effect a Transition pursuant to Section 5.15 of the Master Services Agreement.

b. The accounts and Assets under Management and all related data attributable to the Withdrawing State shall remain the assets, data, and accounts of the Withdrawing State in accordance with the Master Services Agreement.

c. In the event of a withdrawal of a State from the PDR due to an event of default by the Program Manager or Lead State under the Master Services Agreement, no payment by the Withdrawing State to the Program Manager, the PDR, or the remaining States in the PDR will be due.

d. In the event that a withdrawal of a State from the PDR pursuant to Section 7.B. (a) occurs, and a Committee established by the PDR determines that the withdrawal would directly result in an increase in fees to Savers, the Lead State will work with the remaining States to protect the best interests of the Savers' in their respective programs which may include but not be limited to, re-negotiating or terminating the Master Services Agreement in its entirety.

C. Withdrawal Based on Statute or Court Decision

a. Notwithstanding anything in this Agreement to the contrary, a participating State may, subject to its obligations of good faith and fair dealing, withdraw from the PDR if it no longer has the legal authority to participate in the PDR due to the enactment of a superseding statute or the decision of a court of competent jurisdiction. At the request of the Withdrawing State, the Lead State will terminate the Master Services Agreement with respect to the Withdrawing State subject to Section 5.36 of the Master Services Agreement regarding the survival of provisions following termination, including without limitation the Program Manager's obligations to affect a Transition pursuant to Section 5.15 of the Master Services Agreement.

b. The accounts and Assets under Management and all related data attributable to the Withdrawing State shall remain the assets, data, and accounts of the Withdrawing State in accordance with the Master Services Agreement.

c. In the event of a withdrawal of a State from the PDR due to the enactment of a superseding statute or the decision of a court of competent jurisdiction, no payment by the Withdrawing State to the Program Manager, the PDR, or the remaining States in the PDR will be due.

d. In the event that a withdrawal of a State from the PDR pursuant to Section 7.B. (a) occurs, and a Committee established by the PDR determines that the withdrawal would directly result in an increase in fees, the Lead State will work with the remaining States to protect the best interests of the Saver's in their respective programs which may include but not be limited to, re-negotiating or terminating the Master Services Agreement in its entirety.

Establishment of the

PARTNERSHIP FOR A DIGNIFIED RETIREMENT

and

INTERSTATE ADHERENCE AGREEMENT

WHEREAS, many states have formed partnerships for the benefit of providing cost-effective, tax-advantaged investment programs for people with disabilities;

WHEREAS, State-run retirement investment programs dedicated to increasing access to workplace retirement savings in the private sector would similarly benefit participants in such programs through collaboration and resource-pooling across States;

WHEREAS, Colorado, acting by and through its Department of Treasury, has invested resources towards creating, researching, implementing, administrating and maintaining a private sector auto-enrollment payroll deduction program for the eligible citizens of Colorado;

WHEREAS, Colorado believes that this work will allow its constituents access to an affordable auto-enrollment payroll deduction IRA, program and that there are substantial economies of scale, efficiencies, and resource advantages that can be realized if, multiple states work with Colorado in furtherance of its creation, implementation, administration and maintenance of a private sector auto-enrollment payroll deduction IRA program

WHEREAS, Colorado has determined that several States agree that a multi-state auto enrollment payroll deduction IRA program will create cost efficiencies, and will ultimately benefit participating states and all their program participants;

NOW THEREFORE BE IT RESOLVED THAT, the "Partnership for a Dignified Retirement," is established as a multi-state consortium operating a private sector auto-enrollment payroll deduction IRA Program and

NOW THEREFORE BE IT FURTHER RESOLVED THAT the Partnership for a Dignified Retirement shall be operated pursuant to the terms provided below in the Interstate Adherence Agreement, and upon its execution participating States may collaborate, share resources and expertise, and efficiently retain, evaluate and monitor vendors that operate the Program through contracts authorized and executed in accordance with the terms of this Agreement.

PARTNERSHIP FOR A DIGNIFIED RETIREMENT
INTERSTATE ADHERENCE AGREEMENT

For and in consideration of the mutual promises and covenants contained in this Interstate Adherence Agreement ("this Agreement") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the participating States each agree as follows:

I. DEFINITIONS:

As used in this Agreement:

"**IRA**" means a Roth individual retirement account authorized pursuant to Section 408A of the Internal Revenue Code or a traditional individual retirement account pursuant to Section 408 of the Internal Revenue Code.

"**PDR Lead State**" means the State designated by the PDR to solicit, retain, supervise, and monitor the Vendor(s).

"**Lead State Member**" means the natural person designated by Lead State to serve as Member on its behalf.

"**Master Services Agreement**" means the contract entered into between a Vendor and the Lead State that governs the Vendor's performance and the delivery of Vendor's services, and upon which participating States sign on via execution of a Partner State Agreement with said Vendor, including the anticipated agreements between Lead State and a program administrator and investment managers.

"**State Member**" means each participating State's natural person designated to serve on the PDR and represent their State's interests in the PDR, the Program, and this Agreement.

"**Members**" means the Lead State Member and each State Member, collectively.

"**Partnership for a Dignified Retirement**" or "**PDR**" means the consortium by the States under this Agreement to facilitate collaboration, communication, and decision-making with respect to the Program and this Agreement.

"**Program**" means the auto- enrollment payroll deduction IRA program operated as the PDR, and as specified in, and subject to, this Agreement and the Master Services Agreement(s).

"**Saver**" mean Employee or other individual who is eighteen years or older, who owns an Account in a Partner Program, including (a) a Saver who owns an Account, but is no longer an Employee, or (b) the Beneficiary of a deceased Saver.

"**Signature Page**" means the Interstate Adherence Agreement Signature Page (Exhibit A) used to execute this Agreement by each State and in so doing authorizing the State to participate in the PDR in strict accordance with the terms of this Agreement.

"**State**" means a duly authorized state government body executing the Signature Page and participating in the PDR.

"**States**" means the collective of all States that are parties to this Agreement via their execution of the Signature Page, which pledges the State to participation in the PDR.

"**Vendor**" means a third-party independent contractor retained to provide services to the Program, including program administrator and one or more investment managers.

II. OVERVIEW OF THE PDR CONSORTIUM.

1. Establishment. Through this Agreement the States hereby participate in the PDR.

2. Purpose. The purpose of the PDR is for the States to participate in the ongoing administration of the Program and make Program recommendations. To fulfill this purpose the States participating in the PDR will:

   A. Appoint a "Lead State Member" to perform the responsibilities as set forth in Article V, below;

   B. Support the Lead State in its assessment and evaluation of each of the Vendors, and create processes for monitoring the Vendors;

   C. Identify shared expenses to be incurred by the States and the manner in which such expenses may be apportioned;

   D. Share documentation relating to Vendor performance, including performance statistics, audit documents; and,

   E. Form and participate in committees or working groups delegated to address significant planning, Vendor performance monitoring, and Program strategies, modifications and implementation

   F. Ensure equitable treatment of Members under the Master Services Agreements and any Partnership Addendum.

~~3.~~ Expenditures. The PDR shall not authorize the expenditure of monies by any State.

4. PDR Eligibility & Approval. Only duly authorized state government bodies are permitted to participate in the PDR. A State may participate in the PDR only upon application and upon approval of a majority of current Members. To participate a State must execute each Partner State Agreement with all authorized Vendors.

III. PDR STRUCTURE AND PROCESSES.

1. Meetings. The PDR will meet regularly by video conference, phone and/or in-person to discuss implementation and maintenance of the Program, and to receive updates from Lead State. The PDR shall at a minimum hold regularly scheduled meetings each quarter.

2. Meeting Agendas. An agenda will be set for each meeting. The agenda will be prepared by the Chair and/or the Secretary and will be circulated in advance of the meeting. Each agenda will include updates from the Lead State which may include

information regarding Vendor performance, reporting, results and statistics, and any other information, topic or presentation deemed appropriate. Prior to release of an agenda, the Chair or Secretary will solicit agenda items from Members. Members may request that the Chair and Secretary add a specific agenda item.

3. Attendance. Members or their designees should make good faith efforts to attend all scheduled meetings.

4. Chair & Secretary. The PDR meetings shall be chaired by either the Lead State Member or their designee. Meetings shall be conducted in an informal manner that approximately follows the Robert's Rules of Order for matters concerning motions and voting.

   The Chair shall appoint as Secretary a State Member or a staff person affiliated with any State. The Secretary shall be responsible for sending meeting invitations, preparing brief minutes of the discussions of each meeting, and circulating draft meeting minutes for approval by the PDR at subsequent meetings.

   The Chair and the Secretary will coordinate the agenda items for meetings.

5. Special Meetings. Upon not less than 24-hours of written notice, the Chair may call a special meeting to discuss or take formal action on a specific item of business. Special Meetings may also be called at the request of a majority of the Members.

6. Notices. A meeting notice shall be deemed properly delivered if sent via e-mail to the e-mail address on file for each Member.

7. Voting. All action taken by the PDR shall be made by a majority vote of the Members in attendance at the meeting. Each State Member shall have one vote. A vote is required for each of the following decisions:

   A. Appointment or replacement of a Lead State;

   B. Amendment or modification of any portion of any Master Services Agreement, with any such amendment or modification being subject to veto by the Lead State and consent of the countersigning Vendor;

   C. Amendment or modification of this Agreement;

   D. Removal of a State from the PDR;

   E. Approval or retention of Vendors pursuant to a cost-sharing arrangement among the States, provided that no State shall be required to participate in cost-sharing unless it consents to doing so and commits funding pursuant to its laws and rules;

   F. Determination of whether a State's laws, rules, policies, or actions are in compliance with this Agreement and the obligations of that State under the PDR; and,

   G. Any decision the Lead State Member deems appropriate or necessary to resolve by a vote.

8. Quorum. A quorum is required for any formal action taken by a vote of the Members. A quorum exists if two-thirds of the Members are in attendance.

9. Subcommittees. The PDR may establish subcommittees or working groups consisting of Members, as well as staff appointed by States to represent Members or provide advice, information or expertise.

10. Vendor Grievance. A grievance by a State asserting a Vendor's failure to satisfactorily perform a contract obligation shall be noticed and resolved in accordance with this section.

    A. Lead State Identification of Vendor Issues. In the event the Lead State determines that a Vendor may have or has materially failed to perform a Vendor contract obligation, in whole or in part, the Lead State shall take such action as it deems necessary or prudent to gather information and assess and evaluate the Vendor's performance.

        i. If, after gathering information and evaluation, the Lead State determines that it is more likely than not that the Vendor has failed or is failing to perform a contract obligation in whole or in part, the Lead State shall provide a written notice regarding that determination to all Members. The written notice shall, in separately numbered paragraphs, specify each Vendor contract obligation performance failure that has or may have occurred and upon the Lead State's information and belief: (1) identify each specific Vendor contract obligation that has been, may have been or is being violated; (2) if applicable, identify each specific law, regulation, rule, or other required policies, guidance, or requirements the Lead State believes may have been violated or are being violated; and (3) state precisely what action or inaction is needed of the Vendor to cure or avoid the violation ("1," "2," and "3", collectively, the "Grievance Notice Requirements").

        ii. Thereafter, the Members shall meet to discuss each contract performance obligation violation and collaborate on possible actions the Lead State may take to manage Vendor performance.

    B. Non-Lead State Identification of Vendor Issues. In the event that a State other than the Lead State determines that a Vendor has or may have materially failed to perform a contract obligation in whole or in part, the State must report such possible performance failure to the Lead State Member in writing (for purposes of this Section "10", such State is hereafter the "Reporting State").

       Upon the Lead State's receipt of the writing the Lead State Member and the Reporting State Member shall meet to discuss the issue. Together the Lead State Member and Reporting State Member shall work in good faith and reasonable diligence to assess the Vendor's potential failed contract obligation performance and determine whether the Lead State Member and the Reporting State Member agree regarding whether a Vendor has, failed or is failing to perform any contract obligation or violated any provision of law.

i. In the event the Lead State Member and the Reporting State Member determine that a Vendor has materially failed in its contract obligation performance the Lead State shall (A) provide a written notice to the Members that complies with the Grievance Notice Requirements; and (B) commence the Lead State's enforcement duties.

ii. In the event that:

a) the Lead State Member and Reporting State member do not agree that the Vendor has materially failed in its contract performance obligations, in whole or in part the Lead State Member shall make a determination regarding the potential failed contract performance obligation;
b) the Lead State declines to pursue any action against the Vendor, including any further investigatory action or the exercise of any contractual rights or remedies, the Lead State Member shall determine, in their sole discretion, whether the issue concerns solely or substantially the Reporting State, and not all States,

c) After action by the Lead State, if the Reporting State Member determines, in its sole discretion, that the Vendor continues to fail performance of its contract obligations in whole or in part, the Reporting State shall issue a written notice to all Members. The written notice must comply with the Grievance Notice Requirements, except all averments shall be on the Reporting State's behalf, only.

iii. Thereafter, the Reporting State has the right, subject to the terms of the Master Services Agreement, and solely on behalf of itself and its Savers (if applicable), to conduct such independent investigation, demands, declarations, and enforcement permitted under the Master Services Agreement, and to seek any claims or remedies against the Vendor allowed under the Master Services Agreement or allowed under its Partner State Agreement; provided that no such remedies of Reporting State may seek to, or result in, the termination, invalidation, revocation, alteration, modification, or amendment of the Master Services Agreement or this Agreement. No action, claims, or relief sought of or by any Reporting State, may reduce, alter, modify, or materially impact the rights of the other States. Any action, claims, or relief sought by the Reporting State shall only pertain to the Reporting State and its Savers. The

Reporting State may not materially impact the rights of other States or their Savers.

C. Lead State's Enforcement. The Lead State may take such actions and may exercise all such rights as are permitted or required by the Master Services Agreement with regard to the Vendor. The States agree such action may include, but may not be limited to, discussions with the Vendor, exercising of contractual rights of the Lead State to audit and monitor the Vendor, declaration of breach, and pursuit of legal remedies in court; provided that no such action may include the signing or execution of any settlement agreement, amendment, modification, or any other document that seeks to modify the Master Service Agreement unless the document is approved by the States pursuant to a vote. *See* (III)(7)(D). Nothing in this Section "10" shall prevent the Lead State from initiating any action or claim to enforce the rights of the Lead State and, by extension, the States, immediately if the Lead State deems doing so is prudent to protect the rights of the Lead State or the States; provided that the Lead State shall inform all other States of any formal claim or dispute and satisfy the Grievance Notice Requirements within a reasonable time after taking action or commencing any claim.

D. Vendors May Not Rely Upon PDR Grievance Process. For avoidance of doubt, no Vendor may raise a claim or defense surrounding any purported failure to adhere to the internal processes prescribed by this (III)(10). With respect to any dispute between a Vendor and the Reporting State, the Reporting State's written notice required by this section are preliminary in nature only, and shall not serve to bar, estop, waive, or in any way prevent the Reporting State from raising additional or different claims, revising claims, or making additional or different factual or legal determinations in subsequent proceedings against a Vendor.

IV. STATE RESPONSIBILITIES.

Each participating State shall be responsible for the following:

1. Membership & Designees.

A. Appointment of "State Member." Each State must designate a person who will actively participate on the State's behalf as a "State Member." The State Member, or their authorized designee, should attend all PDR meetings.

B. Authorized Designees. Each State Member may designate a person who is authorized to attend PDR meetings and, in the State Member's absence to, vote on matters in the State Member's stead. To designate such person, the State Member must notify the Chair, the Secretary, and the Lead State Member via an e-mail that states substantially as follows:

"I State member ________________hereby designate ______________________ as my State Member Designee. In the event I am not in attendance at a PDR meeting, I authorize my State member Designee to represent my State and vote on my behalf as State Member for the State of ______________________. A vote cast by my State Member Designee shall have the same force and effect pursuant to the terms of this Agreement as if I had cast the vote."

C. Changes in State Member or State Member Designee In the event a State Member or State Member Designee leaves their State employment, ceases to have authority to serve or otherwise no longer serves as State Member or State Member Designee, the State shall immediately notify the Chair and the

Secretary.

2. State Maintenance Duties. Each State agrees, throughout the duration of their participation in the PDR, to adhere to the following requirements.

A. Mandatory Participation. Participation by Required Employers from each State must be mandated by that State's laws. The mandate must include automatic enrollment of the employees of each Required Employer into an IRA with the opportunity for an Employee to opt out.

Required Employers at a minimum include all of a State's private employers who have been in business for at least twenty-four consecutive months, who do not offer a qualified retirement plan and who employ five or more employees

B. Outreach. Each State must provide resources to conduct outreach and marketing efforts to promote the Program within their State.

C. Staffing. Each State agrees to employ at least one full-time staff person for the purposes of carrying out the State PDR requirements and all other Partner State responsibilities.

D. Laws, Rules & Continued Legal Authority. Each State shall, at all times, maintain full legal authority to participate in the Program without material conflict between that State's laws, regulations, rules, or policies and the Program. Each State agrees that cost-efficiency and scalability is a material benefit to the State's participation in the PDR and, accordingly, each State shall avoid implementing laws, regulations, rules, policies or any other form of requirement that will or could raise cost on other States.

E. Investment Policy Statement. Each State agrees to ensure any Investment Policy Statement adopted by that State which directly concerns or relates to the Program is substantially consistent with the Lead State's Investment Policy Statement. Each State consents to the Lead State's determination of investment options line-up, investment strategy, and investment election offerings for the duration of the State's PDR and Program participation. Pursuant to Section III.2, State Members may suggest investment performance and potential modifications in or additions to investment options as a topic of discussion for the PDR.

3. Vendor Performance Monitoring. Each State agrees to participate in Meetings and assist the Lead State in the evaluation and monitoring of Vendor performance contract obligations, both under the Master Services Agreement and applicable laws, regulations and rules.

4. Partner State Agreements. Each State shall execute and enter into a Partner State Agreement with all authorized Vendors that are subject to a Master Services Agreement with the Lead State. Each State must ensure their Partner State Agreement conforms with that State's laws, as well as any other applicable laws, regulations, rules, or official guidance. The Partner State Agreement must be substantially in the form provided at Exhibit B.

5. Master Services Agreement. Each State must review and understand the Master Services Agreement prior to executing any Partner State Agreement with an authorized Vendor. Each State must review the Master Services Agreement with all Vendors to understand the terms of those services and ensure their State's participation in the PDR and the Program will not result in a violation of any applicable law, rule or regulation. By entering into this Agreement, each State consents to those terms, rights, conditions, and limitations in the Master Services Agreement applicable to "Partner States."

6. Compliance with Law. Each State is charged with ensuring its participation in the Program and the PDR comports with its own laws, regulations, rules, and requirements of any kind.

7. Withdrawal from Agreement. A State may only withdraw from this Agreement upon termination of its Partner State Agreement. A State that (a) fails to execute a Partner State Agreement in accordance with Section V.3 within ninety (90) days after full execution of a Master Services Agreement by the Lead State, or (b) terminates its Partner State Agreement with a Vendor shall be removed from the PDR.

If the Lead State is removed from the PDR, the PDR shall appoint a new PDR Lead State, subject to approval of each authorized Vendor, and the removed PDR Lead State agrees to assign all Master Services Agreement between Vendor(s) and the removed Lead State to the new Lead State.

V. LEAD STATE RESPONSIBILITIES.

1. Initial Lead State – Colorado. Colorado will serve as the PDR Lead State for so long as it remains contracted as "Lead State" with the program administrator and investment manager vendors selected during calendar year 2022. The States anticipate this responsibility to continue from the effective date of the contracts with those Vendor(s) until the termination of those contracts.

   Thereafter, the PDR shall vote to appoint a PDR Lead State.

2. Procurement. For each procurement the PDR Lead State shall:
   A. Create a Program implementation and/or transition schedule;
   B. Draft a request for proposal or similar solicitation designed to create a competitive bidding process in compliance with the laws of the PDR Lead State, to seek Vendor(s);
   C. Establish an evaluation team comprised of interested eligible State Members. In order to be eligible to be on the evaluation team, the State Member must represent a State that has legal authority to enter into a contract with the Vendor(s); and
   D. Award one or more contracts to Vendor(s) based on a scoring process that is in compliance with the laws of the PDR Lead State and approved by the PDR.

   At its own cost, the PDR Lead State may obtain the services of external advisors, including advisors to provide services to the PDR Lead State on the procurement of

Vendor(s).

3. Contracts. The PDR Lead State is authorized and required to retain at least one Vendor to serve as a program administrator and at least one Vendor to serve as an investment manager. The PDR Lead State will enter into a Master Services Agreement with each Vendor. Each Master Services Agreement must set forth the Vendor's scope of work and the general terms and conditions based on the advice and approval of the PDR. Each State shall within ninety (90) days of the execution of this Agreement enter into a separate contract (i.e., their Partner State Agreement) with all Vendors that sets forth the terms and conditions specific to such State. The form of this contract shall be substantially in the form contained in Exhibit B. In the event that the scope of work within any Master Services Agreement requires amendment, the PDR Lead State shall obtain the unanimous approval of the States before executing such amendment.

4. Master Service Agreement Maintenance & Vendor Oversight. The PDR Lead State shall devote adequate internal staffing and undertake good faith and reasonable efforts to monitor, oversee, and evaluate each Vendor's performance under the terms of the applicable Master Service Agreement.

VI. EXPLICIT UNDERSTANDINGS OF STATE RIGHTS.

All rights of the States surrounding the Program and each State are expressly reserved to those States to the extent those rights do not conflict with this Agreement or any Master Services Agreement. Nonetheless, for avoidance of doubt, each State has the right and authority to:

1. Grievances with Vendors. Conduct independent assessments, evaluations, and other actions necessary to evaluate Vendors' qualifications and performance; provided however, that grievances by States must adhere to the processes established in (III)(10), above.

2. Consultants & Other Non-PDR Contractors. Retain additional consultants or other third parties it deems necessary or prudent to evaluate the performance of a Vendor or assure compliance with the terms of any Partner State Agreement. States remain free to undertake all such actions they deem necessary or prudent to effectuate their rights or the rights of their Savers. This Agreement is intended as a vehicle for collaboration and realization of cost-efficiencies, and not as a barrier to independent enforcement of any State's rights or privileges.

3. Cost-Sharing for Additional Services. The States may vote to retain consultants or other experts to assist the PDR in carrying out its monitoring and evaluation of Vendors. In doing so, the States may agree on sharing costs associated with the consultants or other experts; provided, however, that no State shall be required to remit any portion of monies towards any cost-sharing, even if all other States vote in approval and are willing to contribute their proportionate share of costs. Consultants or other experts shall be retained only by one of the States – and not the PDR – pursuant to an agreement between the State and the consultant or vendor.

4. No Vendor Performance Guarantees By the PDR Lead State. The States agree that the PDR Lead State, does not guarantee and is not responsible for any given Vendor's performance or compliance with the terms of any Master Services Agreement.

   Nothing in this Agreement shall be construed as empowering the PDR to exercise any power or function properly residing with any State, including, without limitation, the ability of a State to independently select and contract with a vendor of its own choosing, at its own costs, and outside of the rights, privileges, duties and responsibilities of the PDR structure.

VII. OTHER TERMS.

1. Advisory in Nature. Except for the determinations expressly set forth herein, the intent of this Agreement is to make the PDR advisory in nature, only. The States agree that delegation of control and oversight to the PDR Lead State reduces the resources required of the other States and reduces costs by requiring that Vendors will be retained pursuant to a cooperative procurement and consult primarily with and take direction from the PDR Lead State with regard to the overall administration of the Master Services Agreement for the PDR. The States further agree that each State will have direct communication with the Vendors on matters related to the day-to-day implementation and administration of the Program in that State that are not applicable to the Partnership as a whole. Such items include by example and not as a limitation: Implementation, concerns raised by individuals participating in that State's Program; administration of IRAs for Employees of the Partner State, marketing materials and outreach for that State's Program; communications with Employers and Employees in that, operation and content of the website operated for the Partner State's program; matters regarding State Administrative Fees; and Vendor reports and presentations to the State.

2. Disagreements Among States. In the event of disagreements among States the States mutually agree to engage in informal mediation.

3. Ex-Officio Status. The PDR may have as many Ex-Officio Members as the Members deem necessary or prudent for purposes of carrying on the business of the Board or supporting the Program or the PDR. Ex-Officio Members shall not vote, and shall only attend meetings and participate at the discretion of the Board. Each Vendor is presumptively an Ex-Officio Member, subject to any determination otherwise by the Board. Ex-Officio membership does not confer a right to attend or participate in all meetings and, for avoidance of doubt, the Members and the PDR are expressly authorized to convene without Ex-Officio Members present and without notice to the Ex-Officio Members.

4. Limitation of Liability.

   A. By and through this Agreement, no State accepts liability or responsibility for the acts, errors or omissions of any other State.

   B. No commissioner, officer, agent, board member, or employee of any State or State itself shall be charged with any liability or held liable under any term or provision of this Agreement, or because of its execution or because of any breach hereof. Nothing in this Agreement is intended to nor shall be construed to require any State to defend, hold harmless, and/or indemnify any other State or vendor.

C. Although the States agree this Agreement provides no or very limited action, to the extent any claim could arise out of any State's, including the PDR Lead State's obligations under this Agreement and each State hereby agrees that such action is expressly limited to the requirement of specific performance of another State's duties and obligations. No State may seek or claim against any other State any financial remuneration of any kind, such as damages, costs, fees, or expenses. The sole remedy for each State arising out of this Agreement is for an order requiring specific performance of any other State.

D. Each State retains its independent fiduciary duty to the Savers located within that State. No State is entitled to rely upon any other State in the exercise of their fiduciary obligations with respect to their State's Savers.

5. <u>Independence of States</u>. Nothing in this Agreement shall be deemed to create a partnership, joint venture, and/or principal and agent relationship between the States and/or their respective counsel. No State shall become liable for any representations, acts or omissions of one of the other States contrary to the provisions hereof.

6. <u>Confidentiality & Public Disclosure</u>. This Agreement, along with all of the Signature Pages incorporated as a part of this Agreement, and all documents sent or received by the PDR and its Members in relation to this Agreement or created by the PDR under this Agreement (e.g., agendas; meeting minutes), are public records subject to disclosure under each State's open records and disclosure laws without prior notice to any other State. This general statement of public disclosure is limited by the following three exceptions:

   A. <u>Individual State Laws</u>. The States will continue to apply their State's public disclosure and open records laws if doing so results in the withholding or additional protection of records or information, as permitted or required by that State's laws, including restrictions on disclosure of personally identifying information;

   B. <u>Federal Laws</u>. The States will not disclosure any records or materials for which the disclosure would cause a State to violate any federal law or regulation; and,

   C. <u>PDR Confirmation of Non-Disclosure</u>. The States recognize and agree that there may be instances where the States agree that records created or received by the PDR or its States are not disclosable under law. The States anticipate that these may include, but are not necessarily limited to: (1) examinations and records surrounding Vendor cybersecurity compliance and practices; (2) records concerning litigation or litigation strategy that may affect the performance or ongoing participation in the Program of the PDR Lead State, the performance or ongoing participation in the Program of any Partner State, or pre-litigation claims or dispute resolution with Vendors, to the extent the PDR deems confidentiality of such records necessary to implement the rights of the States with respect to those Vendors; and (3) records subject to heightened protection, frequently by operation of law, due to the nature of their content, such as protected health information and personally identifiable information. In such instances, the States and their respective Members agree to: (A) avoid disclosing such records; (B) to segregate such records from non-confidential records; (C) endeavor to clearly label all records containing protected information as "Confidential"; and, if disclosure must be made pursuant to law or court order; and (D) redact, de-identify or aggregate information whenever possible to avoid the disclosure of confidential information to the greatest extent legally permitted.

7. Entire Agreement. This Agreement and to the extent incorporated herein, any related Master Services Agreement and Partnership Addendum, constitutes the entire agreement between the States with regard to the matters contained herein, and it supersedes all oral or written communications, representations, understandings, undertakings, or agreements between the States relating to the Contract and this Agreement. Each State is executing this Agreement wholly upon its own volition, individual judgment, belief, and knowledge, upon the advice of counsel, and this Agreement is made without reliance upon any statement or representation of any other State, except those representations and warranties expressed in this Agreement.

8. The parties intend that the PDF Program, related Partner State Programs, as well as the Master Service Agreement, are authorized procurement activities within the scope of state authority and do not relate to any employee benefit plan governed by The Employee Retirement Income Security Act, 29 U.S.C. 1001, et seq. ("ERISA";). The agreements shall be interpreted to give effect to that intention, including the application of the severability clause under Section VII (12) severability provisions if necessary

9. Amendments & Modifications. This Agreement cannot be amended or modified except by a written instrument, signed by each State, following a unanimous vote of the States to amend.

10. Order of Precedence. In the event any term in this Agreement or a Partner State Agreement conflicts with the terms of any Master Services Agreement, the Master Services Agreement shall control provided, however that no term in the Master Services Agreement may diminish the rights of any State hereunder.

11. No Third-Party Beneficiaries. This Agreement has no third-party beneficiaries. No Vendor, consultant, or other party retained by any State is a third-party beneficiary to this Agreement, and a Vendor cannot enforce any provision in this Agreement. Vendors and the States shall continue to adhere to their Partner State Agreements.

12. Severability. If any provision of this Agreement is deemed invalid, illegal, or unenforceable, the balance of the Agreement shall remain in full force and effect to the greatest extent allowed by law. Upon a determination by a court of competent jurisdiction that any provision is invalid, illegal, or unenforceable, the court may

modify this Agreement to affect the original intent of the States as closely as possible.in order that the agreement contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. Survival. Any provision of this Agreement which, either by its terms or to give effect to its meaning, shall survive, including but not limited to those terms which contain limitations of liability and protect or allow the protection of records and preservation of confidentiality survive termination of this Agreement, whether in whole or with respect to any State.

14. Preservation of Rights. No State has waived any defense, right, immunity or other protection under law, including any statutory provision, by entering into this Agreement.

15. Authority. Each State represents that it has legal authority to participate in the PDR enter into this Agreement and be bound by the terms herein. Each State shall maintain lawful authority to participate in the Program according to its terms, processes, Master Services Agreement(s), and this Agreement. If it is determined that such representations are (or have become) incorrect, such State shall immediately notify the other States and either remedy the issue or withdraw from the PDR. A State that breaches this Section, may be removed from the PDR under Section IV.2.D.

16. Scanned Counterparts Acceptable. This Agreement may be executed in counterparts, and the States agree that any signed and scanned Signature Page (e.g., a PDF) shall be treated as though it was an original signature by the signing State.

17. Effective Date. This Agreement shall be binding upon both (1) the signing State executing the "Adherence Agreement Signature Page" contained in Exhibit A, and (B) the signing State and Vendor entering into a "Partner State Agreement" with all Vendors in substantially the form contained at Exhibit B.

SIGNATURE PAGES FOLLOW

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

EXHIBIT A

Adherence Agreement Signature Page

The State of Colorado (the "Signing State"), hereby elects to participate in the Partnership for a Dignified Retirement (the "PDR") and, in doing so, represents and agrees as follows:

1. The Signing State has reviewed the Interstate Adherence Agreement, has reviewed all applicable Master Services Agreement(s), and hereby elects to become a "State" pursuant to the Interstate Adherence Agreement, and subject to the terms therein.

2. The undersigning individual has authority to bind the Signing State to the terms contained in the Interstate Adherence Agreement.

3. he Signing State designates the following individual employee of State to serve as its "Member" for purposes of the Interstate Adherence Agreement:

Name: William Hunter Railey

Title: Executive Director

E-mail: william.railey@state.co.us

Or:

The person, whomsoever they may be, who now or hereafter serves in the role of: ________________________________ (name), within the ________________________________(department or agency name) unless and until changed otherwise by our State.

FOR SIGNING STATE:

______________________________________ Date: _______________

Signed

William Hunter Railey

____

Name

Executive Director

____

Title

Colorado Department of the Treasury, SecureSavings Program Division

____

Agency / Department

Adherence Agreement Signature Page

The State of Nevada (the "Signing State"), hereby elects to participate in the Partnership for a Dignified Retirement (the "PDR") and, in doing so, represents and agrees as follows:

1. The Signing State has reviewed the Interstate Adherence Agreement, has reviewed all applicable Master Services Agreement(s), and hereby elects to become a "State" pursuant to the Interstate Adherence Agreement, and subject to the terms therein.
2. The undersigning individual has authority to bind the Signing State to the terms contained in the Interstate Adherence Agreement.
3. The Signing State will, within 90 days of execution of this Signature Page, enter into a Partner State Agreement with all Vendors in the form approved by the PDR and, in doing so, agrees to be bound to those terms that apply to Partner States as part of the Master Services Agreement for such Vendor.
4. The Signing State designates the following individual employee of State to serve as its "Member" for purposes of the Interstate Adherence Agreement:

Name: ____

Title: ____

E-mail: ____

Or:

The person, whomsoever they may be, who now or hereafter serves in the role of: ______________________________ (name), within the ______________________________(department or agency name) unless and until changed otherwise by our State.

FOR SIGNING STATE:

___________________________________ Date: ______________

Signed

____

Name

____

Title

____

Agency / Department

EXHIBIT B

Form of Partner State Agreement

Partner State Agreement

PARTNERSHIP FOR A DIGNIFIED RETIREMENT

This Partner State Agreement (this "Agreement") is entered into between ________________ ("Undersigned Partner State") and __________________________ ("Vendor") for purposes of Undersigned Partner State's receipt of services under the Partnership for a Dignified Retirement ("PDR"). This Agreement relates to the master services agreement known as _______________________, and effective as of _________ (the "Master Services Agreement"), between the State of Colorado ("Lead State") and Vendor.

WHEREAS, Undersigned Partner State is participating in the PDR and has executed the Adherence Agreement Signature page of the Interstate Adherence Agreement by and between the participating states;

WHEREAS, Vendor has signed the Master Services Agreement with Lead State; and,

WHEREAS, Undersigned Partner State hereby seeks to enter into a Partner State Agreement with Vendor in order to receive the benefit of Vendor's services to the PDR and its partner state members.

NOW THEREFORE, Vendor and Undersigned Partner State agree as follows:

1. Agreement to be Bound.

   The Master Services Agreement is hereby incorporated into and made a part of this Agreement. By and through such incorporation, and subject to the terms of the Master Services Agreement, Undersigned Partner State hereby agrees to be bound by those terms made applicable to "Partner States" as part of the Master Services Agreement, and Vendor hereby agrees to allow such rights and provide such benefits to Undersigned Partner State as though it is a "Partner State" under the Master Services Agreement.

2. Additional Terms.

   Undersigned Partner State and Vendor agree, as by and between them, to the following additional terms:

   [To be completed by Undersigned Partner State and Vendor]

3. Other Terms.

   A. Effective Date. This Agreement is effective on the date of the last signing party below.

B. Term & Termination. This Agreement shall continue in effect until the earlier of: (a) termination, expiration or other cessation of the Master Services Agreement between Lead State and Vendor; (b) the parties hereto enter into a written and signed Amendment that terminates this Agreement; or (c) the Master Services Agreement or this Agreement is determined by a court of law of competent jurisdiction to be terminated, expired, invalid, void, or otherwise unenforceable with respect to one or both of the parties hereto.

C. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

D. Vendor / Jurisdiction. In the event of a dispute between Undersigned Partner State and Vendor where such dispute resolution is not lead by Lead State on behalf of the partner states, Undersigned Partner State and Vendor agree that jurisdiction for such dispute shall reside solely in the State of ___________________, with exclusive venue in ______________________.

E. No Third-Party Beneficiaries. Except for the parties' valid respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity, including enforcement of this Agreement, other than the rights and obligations hereunder are reserved solely to the Lead State, the Partner States, and Contractor. Any services or benefits which third parties who are not Parties to this Agreement receive as a result of this Agreement are incidental to this Agreement, and do not create any rights or ability to enforce the terms of this Agreement for such third parties.

F. Authority. Each party hereto represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations have been duly authorized.

G. Separate Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which shall constitute a single instrument. The parties agree that a fax or electronically transmitted valid and authorized original signature shall be deemed an original, provided the original copies are promptly delivered.

THE BOARD OF TRUSTEES OF THE
NEVADA EMPLOYEE SAVINGS TRUST

Agenda Item 7
July 15, 2026

Item: Board review of the 2025 Nevada Employee Savings Trust and Partnership for a Dignified Retirement audit conducted by Landmark Certified Public Accountants.

Summary:
Michael Pelham, NEST Executive Director, will provide a brief summary of the 2025 NEST audit conducted by Landmark Certified Public Accountants.

Fiscal Impact: None by this action.

Staff recommended motion:

No action needed.

Vestwell Government Savings, LLC
Partnership for a Dignified Retirement

We have audited the Statement of Fiduciary Net Position and the Statement of Changes in Fiduciary Net Position of the **Partnership for a Dignified Retirement** (the Partnership) as of and for the year ended December 31, 2025, and the related Notes to the Financial Statements, which collectively comprise the Partnership's Basic Financial Statements, and have issued our report thereon dated May 18, 2026. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Basic Financial Statement Audit

As communicated to Vestwell Government Savings, LLC (the Program Administrator) in our engagement letter dated December 11, 2025, our responsibility, as described by professional standards, is to form and express an opinion about whether the Basic Financial Statements that have been prepared by management are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit of the Basic Financial Statements does not relieve the Program Administrator of any responsibilities with respect to the Partnership.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the Basic Financial Statements are free of material misstatement. An audit of Basic Financial Statements includes consideration of the system of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the system of internal control of the Partnership solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to the Program Administrator's responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to the Program Administrator.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to the Program Administrator in our engagement letter dated December 11, 2025.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence.

Compliance with All Ethics Requirements Regarding Independence *(Continued)*

As part of this engagement, we were requested to perform certain services that are above and beyond those services required to perform an audit under professional standards, referred to as "nonattest services." Specifically, we have assisted management in the clerical aspects of drafting the following:

- The Basic Financial Statements
- Management's Discussion and Analysis (MD&A) that accompanies the Basic Financial Statements as required supplementary information (RSI)
- The following supplementary information that accompanies the Basic Financial Statements as other supplementary information (collectively, "SI"):
    - Supplementary Investment Option Information – Schedules of Fiduciary Net Position
    - Supplementary Investment Option Information – Schedules of Changes in Fiduciary Net Position
    - Supplementary Partner Program Information – Schedules of Fiduciary Net Position and Investment Option Detail
    - Supplementary Partner Program Information – Schedules of Changes in Fiduciary Net Position

In addition, for purposes of financial reporting, we have provided assistance in adjusting investment and participant balances from settlement-date basis to trade-date basis, recording distributions payable and accrued annual account fees and eliminating exchange, conversion and cancelled transactions from contributions and distributions.

All nonattest services were subject to detailed review by the engagement partner. In performing these nonattest services, we did not make any management decisions, complex calculations or significant estimates. The Program Administrator has reviewed, approved and accepted responsibility for the accuracy and completeness of the Basic Financial Statements, MD&A, SI and all adjustments.

Significant Risks Identified

During our audit of the Basic Financial Statements, we identified the following events that represent significant risks of material misstatement:

- The merger of the Target Retirement 2020 Option (the 2020 Option) into the Target Retirement Date Option (the Retirement Option).
- The addition of the U.S. Equity Option.
- For the Target Retirement 2070 Option (the 2070 Option), the transition of assets invested in the State Street Target Retirement Fund 2065 to the State Street Target Retirement Fund 2070.

We designed tailored audit procedures to address these events and related transactions, and we did not identify any material misstatements of the Basic Financial Statements resulting from these events.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

The Partnership was established through a multi-state consortium of states (the Partner States) that adopted enabling legislation to create retirement savings programs (Partner Programs) designed to operate a private sector automatic-enrollment payroll deduction IRA program. Because the Partner Programs are sponsored by governmental entities, the financial statements of the Partnership are prepared following accounting and financial reporting standards set forth in GASB Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*, as amended, applicable to fiduciary funds.

Management has the responsibility to select and use appropriate accounting policies. The significant accounting policies adopted by the Partnership are described in Note 2 to the financial statements. There has been no initial selection of accounting policies, nor have there been any changes in significant accounting policies or their application during the year ended December 31, 2025. No matters have come to our attention that would require us, under professional standards, to inform you about the methods used to account for significant unusual transactions or the effect of significant accounting policies in controversial and emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates and Related Disclosures

Accounting estimates and related disclosures are an integral part of the Basic Financial Statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the Basic Financial Statements and because of the possibility that future events affecting them may differ significantly from management's current judgments. We noted no significant accounting estimates during our audit.

Basic Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. Note 3 to the financial statements discloses information about the Partnership's investments, including required disclosures regarding investment policies, credit risk, interest rate risk and foreign currency risk. Note 4 to the financial statements discloses information about program administration fees and account fees.

The disclosures in the Basic Financial Statements are neutral, consistent and clear.

Significant Unusual Transactions

For purposes of this communication, professional standards require us to communicate significant unusual transactions identified during our audit. Although the merger of the 2020 Option into the Retirement Option and the underlying fund transition that occurred within the 2070 Option are significant transactions, they are not unusual as these types of transactions occur routinely in the state-facilitated retirement plan industry. There were no transactions identified during our audit that were both significant and unusual.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of our audit.

Identified or Suspected Fraud

We have not identified material fraud, nor have we obtained information that indicates material fraud may have occurred.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the Basic Financial Statements as a whole.

Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period Basic Financial Statements to be materially misstated, even though the uncorrected misstatements are immaterial to the Basic Financial Statements currently under audit. In addition, professional standards require us to communicate all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. There were no misstatements identified by us as a result of our audit.

Disagreements with Management

For purposes of this communication, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting or auditing matter, which could be significant to the Partnership's Basic Financial Statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

Professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. Our auditor's report includes an unmodified opinion on the Basic Financial Statements of the Partnership. The report also includes an other matter paragraph following our opinion that explains our audit procedures were not designed to test the accuracy or completeness of employee contribution amounts. Accordingly, we did not perform any procedures to obtain an understanding of, or to test, internal controls over the calculation and remittance of employee contributions at participating employers, nor did we perform testing of employer compliance with relevant provisions of each Partner Program's enabling legislation. Our report also includes paragraphs stating that we do not express an opinion on the information in MD&A, and that we express an opinion on the information in the SI in relation to the Basic Financial Statements as a whole, as explained further in the page that follows.

Representations Requested from Management

We have requested certain representations from the Program Administrator, which are included in their management representation letter dated May 18, 2026. A copy of this letter is included in **Attachment A.**

Matters Resulting in Consultation Outside the Engagement Team

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Management's Discussion and Analysis

Pursuant to professional standards, our responsibilities as auditors do not extend to information presented in MD&A. However, in accordance with such standards, we have applied certain limited procedures to the information presented therein. Our procedures consisted of inquiries of management regarding the methods of preparing the information in MD&A and comparing the information therein to the Basic Financial Statements. In addition, we considered the consistency of such information to management's responses to our inquiries and other knowledge we obtained during our audit of the Basic Financial Statements. We do not express an opinion or provide any assurance on the information presented in MD&A because these limited procedures are not sufficient information on which to express an opinion or provide assurance. We are responsible for communicating any information in MD&A which we believe is a material misstatement of fact. However, nothing came to our attention that caused us to believe the information in MD&A, or its manner of presentation, is materially inconsistent with the information appearing in the Basic Financial Statements.

Other Supplementary Information

We were engaged to report on the SI. With respect to the information in SI, we made certain inquiries of management and evaluated the form, content and methods of preparing the information presented therein to determine that the information complies with U.S. GAAP, the method of preparing the SI has not changed from the prior period and the information in SI is appropriate and complete in relation to our audit of the Basic Financial Statements. We compared and reconciled the information in SI to the underlying accounting records used to prepare the Basic Financial Statements or to the Basic Financial Statements themselves.

Other Significant Matters, Findings or Issues

In the normal course of our professional association with the Partnership, we generally discuss a variety of matters with management, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the Partnership and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our selection as the Partnership's auditors.

Underlying Fund Expenses

The mutual funds in which the Partnership's assets are invested are subject to underlying fund expenses, including investment advisory fees, administrative costs and other expenses of those funds and are paid to the managers of those funds. These underlying fund expenses are not reported as expenses in the Partnership's Basic Financial Statements since they reduce the amount of income distributable by the mutual funds to the Partnership in the form of dividends and capital gain distributions and are not paid from Partnership assets. We did not perform any audit procedures with respect to the underlying fund expenses.

Restriction on Use

This information is intended solely for the use of the Program Administrator and the Partner States and is not intended to be, and should not be, used by anyone other than this specified party.

Landmark PLC

Little Rock, Arkansas
May 18, 2026

Attachment A

Vestwell

360 Madison Ave 15th floor
New York, NY 10017

May 18, 2026

Landmark PLC
200 W. Capitol Ave., Suite 1700
Little Rock, Arkansas 72201

Vestwell State Savings, LLC, as Program Administrator for the *Partnership for a Dignified Retirement* (the Partnership), is providing this representation letter in connection with your audit of the Partnership's Statement of Fiduciary Net Position as of December 31, 2025, the Statement of Changes in Fiduciary Net Position for the period from January 1, 2025 through December 31, 2025, and the related Notes to the Financial Statements (collectively, the "Basic Financial Statements") for the purpose of expressing an opinion as to whether the Basic Financial Statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the information in the Basic Financial Statements.

To the best of our knowledge and belief, we confirm the following representations, having made such inquiries as we considered necessary for appropriately informing ourselves with respect to the matters listed below:

Basic Financial Statements

1) We have fulfilled our responsibilities, as set out in the terms of our engagement letter dated December 11, 2025.

2) The Basic Financial Statements referred to above are fairly presented in conformity with U.S. GAAP applicable to fiduciary fund types of governmental entities and include all assets, liabilities, contributions, other revenues, withdrawals and other expenses attributable to the Partnership.

3) We acknowledge our responsibility for the design, implementation and maintenance of our internal controls to the extent they are relevant to the preparation and fair presentation of Basic Financial Statements that are free from material misstatement, whether due to fraud or error.

4) We acknowledge our responsibility for the design, implementation and maintenance of our internal controls to provide reasonable assurance that fraud is prevented and detected.

5) Significant assumptions we used in making accounting estimates are reasonable.

Basic Financial Statements *(Continued)*

6) We have disclosed to you the identities of the Partnership's related parties and all the related party relationships and transactions of which we are aware. Related party relationships and transactions, including revenues, expenses and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

7) No events or instances of material noncompliance with laws, regulations, contracts or agreements that are relevant to the Partnership have occurred subsequent to December 31, 2025, and through the date of this letter that would require adjustment to or disclosure in the Partnership's Basic Financial Statements.

8) As Program Administrator, we are responsible for compliance with laws, regulations and provisions of contracts and other agreements applicable to the Partnership. We have identified and disclosed to you the laws, regulations and provisions of contracts and other agreements that could have a direct and material effect on amounts reported in the Basic Financial Statements. The Partnership has materially complied with all relevant laws, regulations and the provisions of contracts and other agreements relevant to the Partnership. We are not aware of any known or suspected instances of material violations or material noncompliance with laws, regulations or provisions of contracts or other agreements applicable to the Partnership, the effects of which should be considered when preparing the Basic Financial Statements.

9) We are not aware of any pending or threatened litigation, claims or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the Basic Financial Statements, and we have not consulted a lawyer concerning litigation, claims or assessments against the Partnership or against the Program Administrator with respect to its administration of the Partnership. There are no guarantees, whether written or oral, under which the Partnership is contingently liable.

10) We are not aware of any material uncorrected misstatements in the Basic Financial Statements. All transactions have been recorded in the accounting records and are reflected in the Basic Financial Statements.

11) Credit risk, custodial credit risk, interest rate risk and foreign currency risk relevant to the Partnership's deposit accounts maintained in financial institutions and investments have been accurately disclosed in accordance with U.S. GAAP.

12) With regard to investments:

    a) We have reviewed the note disclosures regarding the Partnership's mutual funds, and we believe them to be appropriate and accurate.

    b) The Partnership's mutual funds are reported at fair value, based on net asset values determined as of the close of the New York Stock Exchange on the reporting date.

Basic Financial Statements *(Continued)*

c) We are not aware of any litigation pertaining to the mutual funds in which the Partnership invests that could have a material impact on balances reported in the Basic Financial Statements or that would require disclosure under U.S. GAAP.

d) We are not aware of any subsequent events that would require adjustment to fair value measurements or investment-related disclosures included in the Notes to the Financial Statements.

Information Provided

13) We have provided you with:

a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the Basic Financial Statements, such as records, documentation and audit or relevant monitoring reports, if any, received from regulatory agencies.

b) Additional information that you have requested from us for the purpose of the audit.

c) Unrestricted access to employees of the Program Administrator or third-party service organizations providing services to the Partnership from whom you determined it necessary to obtain audit evidence.

14) The Bank of New York Mellon (BNY) and its affiliates provide significant services to the Partnership. We have provided you all System and Organization Controls (SOC1) Reports which are applicable to the operations of the Partnership, and we represent that we have not been made aware of any significant changes in process, procedures or controls described in these reports, nor have there been any changes in the Program Administrator's complementary user entity controls, through the date of this letter.

Other Specific Representations

15) We have no knowledge of any fraud or suspected fraud affecting the Partnership involving—

a) Management of the Program Administrator,

b) Employees of the Program Administrator or its affiliates who have significant roles in internal control or

c) Others, such as third-party service organizations providing services to the Partnership, where the fraud could have a material effect on the Basic Financial Statements.

16) We have no knowledge of any allegations of fraud or suspected fraud affecting the Partnership's Basic Financial Statements communicated by employees or former employees of the Program Administrator or others. We have assessed the risk that fraud may occur and

Other Specific Representations *(Continued)*

have a material impact on the Partnership's Basic Financial Statements, and we have disclosed to you any material concerns that may have significance to your audit.

17) We are not aware of any known instances of noncompliance or suspected noncompliance with provisions of laws, regulations or contracts applicable to the Partnership, nor are we aware of any instances of abuse, whose effects should be considered when preparing the Basic Financial Statements.

18) We have no knowledge of any communications from the Program Administrator or regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

19) We have identified to you any previous audits, compliance examinations, attestation engagements and other studies related to the objectives of this audit engagement that are relevant to the preparation and fair presentation of the Basic Financial Statements, and have provided our views on reported findings, conclusions and recommendations, as well as our planned corrective actions.

20) We are not aware of any plans or intentions that may materially affect the current structure of the Partnership that should be disclosed in the Notes to the Financial Statements. We are not aware of any plans, intentions or changes in laws or regulations that would result in discontinuance of the Partnership.

21) The Partnership is exempt from income taxes under Section 115 of the Internal Revenue Code. The Partnership has not engaged in any activities of which we are aware that would be subject to tax on unrelated business income or excise or other tax.

22) There have been no complaints filed in regard to the Partnership during the period from January 1, 2025 through December 31, 2025, and through the date of this letter that would have significance to the Basic Financial Statements or indicate material noncompliance with the provisions of each of the Partner Program's *Program Description*.

23) The Partner Programs participating in the Partnership have been operated and administered in accordance with applicable law. To the best of our knowledge and belief, no actions have been taken that would cause the Partner Programs participating in the Partnership to cease to be a state facilitated retirement plan.

24) The Partnership has complied with all aspects of contractual agreements that would have a material effect on the Basic Financial Statements in the event of noncompliance.

25) The Partner Programs participating in the Partnership are designed to be exempt from registration with the Securities and Exchange Commission.

26) We have disclosed to you all relevant contracts or other agreements with third-party service organizations, and we have not received any relevant communications from the service

Other Specific Representations *(Continued)*

organizations relating to control deficiencies or material noncompliance with laws, regulations, contracts or agreements that may impact the Basic Financial Statements of the Partnership.

Non-Attest Services

27) Although you have assisted us with the clerical aspects of preparing the Basic Financial Statements and supplementary schedules, as well as Management's Discussion and Analysis (MD&A), and you have provided technical advice regarding the contents of MD&A, we have designated one or more individual(s) with suitable skill, knowledge or experience to oversee your services and have made any necessary management decisions and performed all requisite management functions. We have reviewed, approved and accepted responsibility for the Basic Financial Statements, supplementary schedules and MD&A.

28) We understand that, at our request, you prepared certain adjusting entries necessary to report investments and account owner transactions on a trade-date basis and to eliminate exchange transactions and cancelled transactions from contributions and distributions based on information provided by us and the Partnership's custodian. We have reviewed and approved those entries and accept responsibility for the accuracy of those entries.

29) We acknowledge our responsibility for MD&A, which is required supplementary information (RSI) prescribed by the Governmental Accounting Standards Board (GASB). The RSI is measured and presented within guidelines prescribed by the GASB, and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

30) With respect to the supplementary schedules that detail fiduciary net position and changes in fiduciary net position for each investment option as well as for each Partner Program:

   a) We acknowledge our responsibility for presenting the information in these schedules, and we believe the information in these schedules, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the information in these schedules have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

   b) We agree that we will not distribute the supplementary schedules separate and apart from the auditor's opinion and Basic Financial Statements.

Johnnie Lawson
Vice President
Vestwell Government Savings, LLC

Partnership for a Dignified Retirement

Basic Financial Statements
and
Supplementary Information
December 31, 2025

(With Independent Auditor's Report Thereon)

COLORADO SecureSavings

nest
NEVADA EMPLOYEE SAVINGS TRUST

DELAWARE EARNS

MERIT
Maine Retirement Investment Trust

Vermont Saves

Partnership for a Dignified Retirement

Table of Contents

INDEPENDENT AUDITOR'S REPORT

Vestwell Government Savings, LLC
Partnership for a Dignified Retirement

Opinion

We have audited the accompanying Statement of Fiduciary Net Position and Statement of Changes in Fiduciary Net Position of the **Partnership for a Dignified Retirement** (the Partnership) as of and for the year ended December 31, 2025, and the related Notes to the Financial Statements, which collectively comprise the Partnership's Basic Financial Statements.

In our opinion, the Basic Financial Statements present fairly, in all material respects, the fiduciary net position of the Partnership as of December 31, 2025, and the changes in fiduciary net position for the year then ended in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Basic Financial Statements* section of our report. We are required to be independent of the Partnership and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter - Contributions

Each Partner State participating in the Partnership has enacted enabling legislation that requires employers that do not offer a qualified retirement plan to provide eligible employees with the opportunity to save for retirement through payroll deductions to an account established under the applicable Partner State's program.

Our audit did not include procedures to determine whether all employers subject to the enabling legislation are offering the Partner State's program to their employees. In addition, our audit did not include procedures to obtain an understanding of, or to test, internal controls at participating employers related to payroll processing, the calculation of employee contributions, or the remittance of employee contributions. Accordingly, we did not test employer payroll records to determine whether employee contributions were calculated in accordance with employee elections, whether amounts remitted to the Program Administrator were complete and accurate, or whether all eligible employees who had not opted out were participating in the program.

Landmark PLC, Certified Public Accountants
200 W Capitol Ave, Ste 1700 | Little Rock, AR 72201 | Telephone (501) 375-2025 | Fax (501) 375-8704 | www.landmarkcpas.com

Responsibilities of Management for the Basic Financial Statements

Management is responsible for the preparation and fair presentation of the Basic Financial Statements in accordance with U.S. GAAP, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the Basic Financial Statements that are free from material misstatement, whether due to fraud or error.

In preparing the Basic Financial Statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Partnership's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Basic Financial Statements

Our objectives are to obtain reasonable assurance about whether the Basic Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not absolute assurance, and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the Basic Financial Statements.

In performing an audit in accordance with U.S. GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the Basic Financial Statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the Basic Financial Statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Partnership's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the Basic Financial Statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Partnership's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

U.S. GAAP requires that Management's Discussion and Analysis on pages 7 through 10 be presented to supplement the Partnership's Basic Financial Statements. Such information is the responsibility of management and, although not a part of the Basic Financial Statements, is required by the Governmental Accounting Standards Board as it is considered to be an essential part of financial reporting for placing the Basic Financial Statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with U.S. GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the Basic Financial Statements and other knowledge we obtained during our audit of the Basic Financial Statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the Partnership's Basic Financial Statements. The Supplementary Investment Option Information on pages 23 through 26 and Supplementary Partner Program Information on pages 27 and 28 are presented for purposes of additional analysis and are not a required part of the Basic Financial Statements. This information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the Basic Financial Statements of the Partnership. Such information has been subjected to the auditing procedures applied in the audit of the Basic Financial Statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the Basic Financial Statements or to the Basic Financial Statements themselves, and other additional procedures in accordance with U.S. GAAS. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the Basic Financial Statements as a whole.

Landmark PLC

Little Rock, Arkansas
May 18, 2026

(This page left intentionally blank)

Management's Discussion and Analysis

(Unaudited)

(This page left intentionally blank)

Partnership for a Dignified Retirement

Management's Discussion and Analysis
(Unaudited)
December 31, 2025

The Partnership for a Dignified Retirement (the *Partnership*) was established in 2023 as a multi-state consortium to operate a private-sector, automatic-enrollment payroll deduction IRA program. The Partnership operates pursuant to an Interstate Adherence Agreement executed by and among the states participating in the Partnership (each, a "Partner State," or collectively, the "Partner States"). Through the Partnership, the Partner States may collaborate to share resources and expertise and to jointly retain, evaluate and oversee vendors. As a condition of participation in the Partnership, each Partner State is required to adopt enabling legislation establishing a retirement savings program prior to joining the Partnership (each, a "Partner Program," or collectively, the "Partner Programs").

This discussion and analysis provides an overview of the Partnership's financial performance for the year ended December 31, 2025, with comparative information for the year ended December 31, 2024. Readers should consider the information presented in this section in conjunction with the Partnership's financial statements and notes thereto.

This report consists of three parts: 1) Management's Discussion and Analysis (this section) 2) the Basic Financial Statements and 3) Supplementary Information. Management's Discussion and Analysis includes selected financial data and summarizes the Partnership's financial status and changes therein as of and for the periods presented. The Basic Financial Statements consist of the Statement of Fiduciary Net Position, the Statement of Changes in Fiduciary Net Position and Notes to the Financial Statements that further explain and provide more detailed information about amounts presented in the Statement of Fiduciary Net Position and Statement of Changes in Fiduciary Net Position. The Supplementary Information provides information about the balances and transactions attributable to the investment options offered under the Partner Programs and to the participating Partner States.

Financial Highlights

Each Partner Program offers several investment options that are designed to appeal to varying levels of risk tolerance and return expectations. The following table summarizes returns posted by each investment option during the years ended December 31, 2025 and 2024:

Investment Options	December 31, 2025	December 31, 2024
Capital Preservation Option	4.05%	5.02%
Target Retirement Date Option	10.89%	7.05%
Target Retirement 2020 Option	2.40%(1)	7.30%
Target Retirement 2025 Option	12.95%	8.70%
Target Retirement 2030 Option	15.93%	9.77%
Target Retirement 2035 Option	17.85%	10.40%
Target Retirement 2040 Option	18.99%	11.19%
Target Retirement 2045 Option	19.94%	11.80%
Target Retirement 2050 Option	20.69%	12.34%
Target Retirement 2055 Option	21.06%	12.42%
Target Retirement 2060 Option	21.07%	12.44%
Target Retirement 2065 Option	20.86%	12.52%
Target Retirement 2070 Option	20.88%	12.54%
Fixed Income Option	6.95%	1.15%
International Equity Option	32.30%	5.16%
U.S. Equity Option	15.70%(2)	N/A

(1) Effective March 21, 2025, the Target Retirement 2020 Option closed, and account owner balances were transitioned to the existing Target Retirement Date Option. The 2025 return is for the period from January 1, 2025 through March 20, 2025.

(2) Effective February 18, 2025, the U.S. Equity Option was added as an additional investment option. The 2025 return is for the period from February 18, 2025 through December 31, 2025.

At December 31, 2025, five Partner Programs were participating in the Partnership.

At December 31, 2025 and 2024, the Partnership's fiduciary net position, which represents the collective participant balances of all individuals participating in the Partner Programs, totaled approximately $224.1 million and $102.9 million, respectively. Fiduciary net position increased $121.2 million from December 31, 2024, to December 31, 2025.

During the years ended December 31, 2025 and 2024, contributions exceeded distributions by $95.4 million and $64.5 million, respectively. Contributions and distributions during the year ended December 31, 2025 totaled $126.6 million and $31.1 million, respectively. Contributions and distributions during the year ended December 31, 2024 totaled $79.8 million and $15.3 million, respectively.

Financial Highlights *(Continued)*

During the year ended December 31, 2025, the Partnership experienced net investment income of $28.7 million, resulting from a net increase in the fair value of investments of $16.8 million and dividends and capital gain distributions totaling $11.9 million. During the year ended December 31, 2024, the Partnership experienced net investment income of $6.2 million, resulting from a net increase in the fair value of investments of $1.6 million and dividends and capital gain distributions totaling $4.6 million.

Program administration fees incurred during the years ended December 31, 2025 and 2024, totaled $315.3 thousand and $133.8 thousand, respectively. These fees are calculated on the average net position in each investment option and are paid to the Partner States and Vestwell Government Savings, LLC (the Program Administrator) for performing administrative, marketing and other services with respect to the Partner Programs.

The Partner Programs charge an annual account fee that is paid directly by participants. This annual account fee is generally paid to the Program Administrator; however, a portion of the annual account fee may be paid to the Partner State (depending on the Partner Program). Other transaction fees, such as fees associated with check distribution requests, annual statements in paper form and rollovers, are also paid directly by participants. All transaction fees are paid to the Program Administrator. Annual account fees and other transaction fees incurred by participants during the years ended December 31, 2025 and 2024, totaled $2.6 million and $1.2 million, respectively.

Overview of the Basic Financial Statements

The Partnership's Basic Financial Statements are prepared in accordance with accounting and financial reporting standards for governmental entities set forth by the GASB. As required under generally accepted accounting principles applicable to fiduciary fund types, the Partnership's Basic Financial Statements are prepared using the economic resources measurement focus and accrual basis of accounting.

The Statement of Fiduciary Net Position presents information on the Partnership's assets and liabilities, with the difference between the two reported as fiduciary net position. The Statement of Changes in Fiduciary Net Position presents information showing how the Partnership's fiduciary net position changed during the periods presented. Changes in fiduciary net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, assets, liabilities, revenues and expenses are reported in these statements for some items that will result in cash flows in future fiscal years.

Participants in the Partner Programs are able to direct investment of their contributions into one or more investment options, each of which is invested in a single underlying mutual fund. Those mutual funds are reported at fair value, and all investment transactions are reported on a trade-date basis. Changes in the reported fair value of mutual funds resulting from realized and unrealized gains and losses are reported as "net increase (decrease) in the fair value of investments." Dividends and capital gain distributions are reported on the ex-dividend date. Contributions are recognized when received, provided enrollment in a Partner Program has been successfully completed, and distributions are recognized when the request has been received and approved for payment. Annual account fees are accrued quarterly, and program administration fees are accrued daily in each individual investment option.

Financial Analysis

Fiduciary Net Position

The following are condensed Statements of Fiduciary Net Position as of December 31, 2025 and 2024:

	December 31, 2025	December 31, 2024
Total assets	$ 225,715,351	$ 103,811,990
Total liabilities	1,643,901	947,055
Fiduciary net position	$ 224,071,450	$ 102,864,935

Fiduciary net position represents cumulative contributions from Partner Program participants since the Partnership's inception, increased (decreased) by net investment income (losses), and decreased by distributions to Partner Program participants, program administration fees, annual account fees and other transaction fees.

Investments comprise over 99% of the Partnership's total assets. Other assets include receivables from securities sold and contributions that have been received by the Program Administrator from participants, but have not yet been invested in the underlying mutual funds. Liabilities include payables for securities purchased, payables for distributions requested by participants, accrued program administration fees and accrued annual account fees.

Changes in Fiduciary Net Position

The following are condensed Statements of Changes in Fiduciary Net Position for the years ended December 31, 2025 and 2024:

	Year Ended December 31, 2025	Year Ended December 31, 2024
Contributions	$ 126,555,300	$ 79,770,476
Net investment income	28,709,487	6,178,286
Distributions	(31,137,902)	(15,328,414)
Program administration fees	(315,284)	(133,835)
Annual account fees and other transaction fees	(2,605,086)	(1,212,872)
Net increase	121,206,515	69,273,641
Fiduciary net position, beginning of year	102,864,935	33,591,294
Fiduciary net position, end of year	$ 224,071,450	$ 102,864,935

Basic Financial Statements

Partnership for a Dignified Retirement

Statement of Fiduciary Net Position
December 31, 2025

ASSETS		
Investments	$	224,858,002
Receivable from the Program Administrator		857,349
Total Assets		225,715,351
LIABILITIES		
Payables for securities purchased		756,600
Distributions payable		77,191
Accrued program administration fees		37,035
Accrued annual account fees		773,075
Total Liabilities		1,643,901
FIDUCIARY NET POSITION	$	224,071,450

Statement of Changes in Fiduciary Net Position
Year Ended December 31, 2025

ADDITIONS		
Contributions:		
Employer initiated	$	125,181,525
Employee initiated		1,373,775
Total contributions		126,555,300
Investment income:		
Dividends and capital gain distributions		11,933,897
Net increase in the fair value of investments		16,775,590
Net investment income		28,709,487
Total Additions		155,264,787
DEDUCTIONS		
Distributions		31,137,902
Program administration fees		315,284
Annual account fees and other transaction fees		2,605,086
Total Deductions		34,058,272
NET INCREASE		121,206,515
FIDUCIARY NET POSITION, BEGINNING OF YEAR		102,864,935
FIDUCIARY NET POSITION, END OF YEAR	$	224,071,450

See accompanying Notes to the Financial Statements.

NOTE 1: ORGANIZATION AND NATURE OF OPERATIONS

(a) General

The Partnership for a Dignified Retirement (the *Partnership*) was established in 2023 as a multi-state consortium to operate a private-sector, automatic-enrollment payroll deduction IRA program. The Partnership operates pursuant to an Interstate Adherence Agreement executed by and among the states participating in the Partnership (each, a "Partner State," or collectively, the "Partner States"). Through the Partnership, the Partner States may collaborate to share resources and expertise and to jointly retain, evaluate and oversee vendors. As a condition of participation in the Partnership, each Partner State is required to adopt enabling legislation establishing a retirement savings program prior to joining the Partnership (each, a "Partner Program," or collectively, the "Partner Programs"). The state of Colorado serves as the Lead State for the Partnership.

Each Partner Program is designed to provide employees whose employers do not offer a qualified retirement plan the opportunity to save for their retirement. It is intended that each Partner Program be operated in a manner consistent with applicable guidance provided by the Department of Labor relating to payroll deduction individual retirement account programs that are not pension plans under Title I of the Employee Retirement Income Security Act (ERISA).

Employees of participating employers are automatically enrolled in the applicable Partner Program, unless they opt out within 30 days of completing onboarding. Employee participation in the Partner Programs is voluntary. Employers make no contributions to employee accounts. Subject to laws and regulations applicable to Roth IRA accounts, participating employees may make tax-free withdrawals of contributions and may receive qualified distributions of earnings. In addition to enrollment through a participating employer, any individual 18 years or older who is eligible to contribute to a Roth IRA may enroll directly in a Partner Program.

Through the Partnership, the Partner Programs offer a range of investment options that are designed to appeal to varying levels of risk tolerances and return expectations of participants. Each investment option invests in a single underlying mutual fund. Participants purchase units of the investment options, not shares of the underlying mutual fund. These units are municipal fund securities.

(b) Program Administrator

Pursuant to the terms of the Master Agreement for Program Administration Services, Vestwell Government Savings, LLC serves as Program Administrator and is responsible for day-to-day operations of the Partnership and Partner Programs, including employer and participant technology solutions, recordkeeping and administrative services.

(c) IRA Custodian

The Bank of New York Mellon Investment Servicing Trust Company serves as the IRA Custodian responsible for providing fund accounting, transfer agency services, operation and customer support services.

NOTE 1: ORGANIZATION AND NATURE OF OPERATIONS (Continued)

(d) Municipal Securities Custodian
The Bank of New York Mellon Corporation serves as custodian of the municipal fund securities (i.e., the units issued to participants) and is responsible for maintaining custody of the assets that are contributed to each investment option.

(e) Investment Managers
BlackRock and State Street Investment Management manage the underlying mutual funds that comprise each investment option.

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of Accounting
In accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) applicable to fiduciary fund types prescribed by the Governmental Accounting Standards Board (GASB), the Partnership's Basic Financial Statements are prepared using the flow of economic resources measurement focus and accrual basis of accounting. U.S. GAAP requires the use of estimates made by management and the evaluation of subsequent events. Actual results may differ from those estimates.

(b) Investment Valuation
Accounting standards categorize fair value measurements according to a hierarchy based on valuation inputs that are used to measure fair value. Level 1 inputs are quoted prices for identical assets in active markets that can be accessed at the measurement date. Level 2 inputs are inputs other than quoted prices that are observable for an asset, either directly or indirectly. Level 3 inputs are unobservable and may include subjective assumptions in determining the fair value of investments.

The availability of observable inputs can vary from security to security and is affected by a wide variety of factors, including, for example, the type of security, whether the security is new and not yet established in the marketplace, the liquidity of markets and other characteristics particular to the security. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. Accordingly, the degree of judgment exercised in determining fair value is greatest for instruments categorized in Level 3. The inputs or methodology used for valuing securities are not necessarily an indication of the risk associated with investing in those securities.

Mutual funds are reported at fair value, based on the net asset value per share as of the close of the New York Stock Exchange (NYSE), and are thus categorized in Level 1 of the fair value hierarchy.

(c) Investment Transactions
Investment transactions are accounted for as of the trade date for financial reporting purposes. Dividend income and capital gain distributions from mutual funds are recorded on the ex-dividend date. Net realized and unrealized gains (losses) are included in "net increase (decrease) in the fair value of investments."

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES (Continued)

(d) Contributions

Each employer deducts contributions from payroll based on each participating employee's current contribution elections, which can be either the standard election or custom election, and transfers those payroll deductions to the Program Administrator. Amounts deducted are required to be transmitted to the Program Administrator as soon as administratively practicable and within the time period required by law. In addition, the Partner Programs are open to all individuals who are eligible to participate under federal rules governing both Roth IRAs and Traditional IRAs. Contributions received by the Program Administrator in good order prior to the close of the NYSE are credited to participant accounts and recorded as increases in fiduciary net position on the same business day.

Participants are able to choose the investment options(s) into which their contributions will be invested during the account opening process. For those who participate in the Partner Programs through eligible employers, if an employee has not opted out or has not chosen a custom election, the following standard elections apply:

- The initial rate of contribution is 5% of compensation.
- Contributions are automatically increased at the rate of 1% of compensation, occurring on January 1 of each year, until the total rate of contribution has reached a maximum (between 8% - 10%, depending on the Partner Program).
- Contributions will be invested in the Capital Preservation Option until the initial sweep date (generally, a period of 30 days from the initial contribution date).
- On the applicable initial sweep date, units of the Capital Preservation Option will be exchanged for units of equal value, along with all contributions received on or after the initial sweep date, in the Target Retirement Date Option (described on the following page) with a target date that is closest to the participant's year of retirement (assuming a retirement age of 65).

Employees who do not want to enroll using the standard election of 5% may change their contribution elections, subject to a minimum of 1% and a maximum of 100%, subject to federal annual contribution limits.

Additionally, participating employees who do not want to use the standard election investment options and individuals contributing directly to the Partner Programs must choose the investment option(s) into which their contributions will be invested. Although participants can select the investment options in which their contributions are invested, they cannot direct the selection of the underlying mutual funds that compose each investment option.

Descriptions of the investment options are as follows:

Capital Preservation Option is an investment option designed to maximize current income, while preserving capital and liquidity. This option invests in a single underlying mutual fund that seeks to maintain a stable net asset value per unit of $1.

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES (Continued)

(d) Contributions *(Continued)*

Target Retirement Date Options are investment options designed to provide capital growth and income over the long term. As the target date for each investment option approaches, the asset allocation and risk profile of each option's underlying mutual fund are adjusted to a more conservative approach. This adjustment is intended to reduce, but not eliminate, risk by increasing the allocation to asset classes that have historically been subject to lower levels of volatility.

Fixed Income Option is an investment option that invests in a single underlying mutual fund, seeking to achieve investment results that, before fees and expenses, generally correspond to the price and yield performance of an index that tracks the U.S. dollar denominated investment grade bond market over the long term.

International Equity Option is an investment option that invests in a single underlying mutual fund, seeking to match the performance before expenses, of the MSCI All Country World Index ex USA Index in U.S. dollars, including dividends.

U.S. Equity Option is an investment option that invests in a single underlying mutual fund, seeking to track the investments results of a broad-based index composed of U.S. equities.

(e) Distributions

Participants may request distributions from their accounts online, by phone or by mail. Distributions are recorded as deductions from fiduciary net position on the date the request is received, provided such request is in good order and is received prior to the close of the NYSE.

(f) Exchanges and Conversions

Transfers of funds between investment options due to participants changing their investment elections or due to the movement of account balances from the Capital Preservation Option to the appropriate Target Retirement Date Option on the initial sweep date are referred to as "exchanges."

At the direction of the Partner States, account balances held in an investment option may be transitioned into another investment option. These transactions are referred to as "conversions."

The amounts of contributions and distributions reported on the Statement of Changes in Fiduciary Net Position do not include exchanges and conversions, as these types of transactions have no impact on the overall financial position of the Partnership.

(g) Unit Valuation

Unit values for each investment option are determined at the close of business of the NYSE. The unit value of each investment option is calculated by dividing the investment option's assets minus its liabilities by the number of outstanding units of such investment option. There are no distributions of dividends, capital gain distributions or net investment income or losses directly to participants. Dividends, capital gain distributions and net investment income (losses) are reflected as increases (decreases) in the unit values of the investment options.

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES (Continued)

(h) Income Taxes
The Partnership, and the Partner Programs under the Partnership, are exempt from federal and state income tax.

(i) Indemnification
Neither the Partner States, the Program Administrator, nor any other person or entity, indemnifies any participant against losses or other claims arising from official or unofficial acts, negligent or otherwise, of employees of the Partner States or the Program Administrator in their performance of duties relevant to Partnership or Partner Program operations. Additionally, in the normal course of business, the Partner States and the Program Administrator enter into contracts related to the operation and administration of the Partnership and the Partner Programs that contain a variety of indemnification clauses. The maximum exposure under these arrangements is unknown, as this would involve future claims that may be made against the Partner States or the Program Administrator that have not yet occurred. However, neither the Partner States nor the Program Administrator has had prior claims or losses pursuant to these contracts, and management of the Partnership expects the risk of loss to be remote.

NOTE 3: INVESTMENTS

(a) Investments by Type
At December 31, 2025, investments include the following underlying mutual funds:

Underlying Fund	Fair Value
iShares MSCI Total International Index Fund	$ 673,047
iShares Total U.S. Stock Market Index Fund	364,809
State Street Aggregate Bond Index Fund	319,310
State Street Institutional U.S. Government Money Market Fund	2,170,071
State Street Target Retirement Fund	6,568,364
State Street Target Retirement Fund 2025	10,129,733
State Street Target Retirement Fund 2030	16,157,425
State Street Target Retirement Fund 2035	19,729,541
State Street Target Retirement Fund 2040	21,423,829
State Street Target Retirement Fund 2045	24,923,017
State Street Target Retirement Fund 2050	27,808,517
State Street Target Retirement Fund 2055	30,442,299
State Street Target Retirement Fund 2060	29,229,502
State Street Target Retirement Fund 2065	25,697,030
State Street Target Retirement Fund 2070	9,221,508
Total Investments	$ 224,858,002

NOTE 3: INVESTMENTS (Continued)

(b) Investment Risk

The underlying mutual funds held within the investment options invest in a variety of securities, including corporate debt and equity securities, obligations of the U.S. government and government agencies and international equity securities. These securities are exposed to interest rate, market and credit risk, and it is at least reasonably possible that changes in their fair values could occur in the near term, materially affecting participant account balances and the amounts reported in the Partnership's Basic Financial Statements.

U.S. GAAP requires that certain disclosures be made related to credit risk, interest rate risk, foreign currency risk and related investment policies, which are included in the paragraphs that follow.

Investment Policy

Each Partner State agrees to ensure that any investment policy statement adopted by that Partner State is substantially consistent with the Lead State's investment policy statement. The intent of each Partner State's investment policy statement is to define the investment structure and set forth responsibilities and monitoring guidelines of the Partner Program. There are no provisions of the investment policy statement that specifically address credit risk, interest rate risk, concentrations of credit risk or foreign currency risk.

Custodial Credit Risk

Custodial credit risk is the risk that, in the event of the failure of the counterparty, the Partnership will not be able to recover the value of an investment that is in the possession of an outside party. Mutual funds are not subject to custodial credit risk because ownership is not evidenced by a transferable financial instrument.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Mutual funds that invest primarily in bonds and other fixed income securities indirectly expose the Partnership to credit risk. None of the mutual funds in which the Partnership invests are rated as to credit quality by a nationally recognized statistical rating organization, except for the State Street Institutional U.S. Government Money Market Fund, which is rated AAAm (Standard & Poor's) at December 31, 2025.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The State Street Aggregate Bond Index Fund, the State Street Institutional U.S. Government Money Market Fund and the State Street Target Retirement Funds indirectly expose the Partnership to interest rate risk due to the inclusion of debt securities and other fixed income securities in their underlying holdings. The State Street Aggregate Bond Index Fund and the State Street Institutional U.S. Government Money Market Fund invest solely in bonds and other fixed income securities. The State Street Target Retirement Funds consist of varying allocations of equity and debt securities, with increasingly greater allocations to debt securities occurring as the target retirement date approaches.

NOTE 3: INVESTMENTS (Continued)

(b) Investment Risk *(Continued)*

Interest Rate Risk *(Continued)*

The weighted average maturity of a bond fund is the average length of time until fixed-income securities held by the fund reach maturity and will be repaid, taking into consideration the possibility that the issuer may call a bond before its maturity date. In general, the longer the average maturity, the more a bond fund's share price will fluctuate in response to changes in interest rates. The weighted average maturities of the State Street Aggregate Bond Index Fund and the State Street Institutional U.S. Government Money Market Fund are 8.3 years and 45 days, respectively, as of December 31, 2025.

Foreign Currency Risk

Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment. The State Street Target Retirement Funds and the iShares MSCI Total International Index Fund indirectly expose the Partnership to foreign currency risk due to the inclusion of foreign debt and equity securities in their underlying holdings.

NOTE 4: ANNUALIZED ASSET-BASED FEES, ANNUAL ACCOUNT FEES AND OTHER TRANSACTION FEES

(a) Annualized Asset-Based Fees

Each investment option is subject to asset-based fees. These fees reduce the return participants earn on their contributions. A description of the asset-based fees follows:

Program Administration Fees

Each investment option is subject to a program administration fee of 20 basis points (0.20%), assessed to cover a portion of the costs of administering the Partner Programs. Of this amount, 15 basis points (0.15%) are paid to the Program Administrator, and 5 basis points (0.05%) are paid to the applicable Partner State. These fees are calculated based on the average daily net position in each investment option by Partner State, accrued daily, paid monthly and reduce the unit value of each investment option.

Underlying Investment Fee

Each mutual fund is subject to underlying investment fees, which include investment advisory fees, administrative fees and other expenses. The underlying investment fee is paid out of the assets of the mutual fund, reducing the amount of income available for distribution to the Partnership in the form of dividends and capital gain distributions, and is not paid from Partnership assets. As such, these fees are not reported as expenses on the Statement of Changes in Fiduciary Net Position.

(b) Annual Account Fees and Other Transaction Fees

Account fees, which are paid directly by participants, include an annual account fee and certain other transaction fees. The annual account fee is deducted from each participant quarterly in arrears, with the Program Administrator receiving $22 (for all Partner Programs) and the Partner State receiving up to $4 per account (depending on the Partner Program). Other transaction fees, such as fees associated with check distribution requests, annual statements in paper form and rollovers, are also paid directly by participants. All other transaction fees are paid to the Program Administrator.

(This page intentionally left blank)

Supplementary Information

(This page intentionally left blank)

Partnership for a Dignified Retirement

SUPPLEMENTARY INVESTMENT OPTION INFORMATION
SCHEDULES OF FIDUCIARY NET POSITION
December 31, 2025

	Capital Preservation Option	Target Retirement Date Option	Target Retirement 2025 Option	Target Retirement 2030 Option	Target Retirement 2035 Option	Target Retirement 2040 Option	Target Retirement 2045 Option	Target Retirement 2050 Option
ASSETS								
Investments, net [(1)]	$ 2,170,525	$ 6,570,747	$ 10,131,798	$ 16,169,691	$ 19,733,733	$ 21,430,348	$ 24,930,080	$ 27,817,226
LIABILITIES								
Distributions payable	1,096	1,305	397	9,605	946	13,203	2,957	4,119
Accrued program administration fees	366	1,078	1,669	2,661	3,246	3,531	4,105	4,590
Accrued annual account fees	19,828	25,086	28,247	40,213	49,110	54,393	67,893	79,197
Total Liabilities	21,290	27,469	30,313	52,479	53,302	71,127	74,955	87,906
FIDUCIARY NET POSITION	$ 2,149,235	$ 6,543,278	$ 10,101,485	$ 16,117,212	$ 19,680,431	$ 21,359,221	$ 24,855,125	$ 27,729,320
UNITS OUTSTANDING [(2)]	186,938	499,175	728,754	1,101,809	1,305,498	1,384,529	1,580,275	1,734,919
NET ASSET VALUE PER UNIT [(3)]	$ 11.50	$ 13.11	$ 13.86	$ 14.63	$ 15.08	$ 15.43	$ 15.73	$ 15.98

[(1)] Includes receivables from the Program Administrator, net of payables for investments purchased.

[(2)] Rounded to the nearest whole unit.

[(3)] Rounded to the nearest hundredth.

(Continued)

See Independent Auditor's Report.

Partnership for a Dignified Retirement

SUPPLEMENTARY INVESTMENT OPTION INFORMATION
SCHEDULES OF FIDUCIARY NET POSITION
December 31, 2025

	Target Retirement 2055 Option	Target Retirement 2060 Option	Target Retirement 2065 Option	Target Retirement 2070 Option	Fixed Income Option	International Equity Option	U.S. Equity Option	Total
ASSETS								
Investments, net [1]	$ 30,461,166	$ 29,239,458	$ 25,712,694	$ 9,233,907	$ 319,362	$ 673,157	$ 364,859	$ 224,958,751
LIABILITIES								
Distributions payable	14,019	5,013	13,632	10,899	-	-	-	77,191
Accrued program administration fees	5,024	4,821	4,236	1,496	52	110	50	37,035
Accrued annual account fees	97,989	108,120	122,436	78,338	1,315	482	428	773,075
Total Liabilities	117,032	117,954	140,304	90,733	1,367	592	478	887,301
FIDUCIARY NET POSITION	$ 30,344,134	$ 29,121,504	$ 25,572,390	$ 9,143,174	$ 317,995	$ 672,565	$ 364,381	$ 224,071,450
UNITS OUTSTANDING [2]	1,890,001	1,813,917	1,596,382	570,449	31,106	44,019	32,473	14,500,244
NET ASSET VALUE PER UNIT [3]	$ 16.06	$ 16.05	$ 16.02	$ 16.03	$ 10.22	$ 15.28	$ 11.22	

[1] Includes receivables from the Program Administrator, net of payables for investments purchased.

[2] Rounded to the nearest whole unit.

[3] Rounded to the nearest hundredth.

See Independent Auditor’s Report.

Partnership for a Dignified Retirement

SUPPLEMENTARY INVESTMENT OPTION INFORMATION
SCHEDULES OF CHANGES IN FIDUCIARY NET POSITION
Year Ended December 31, 2025

	Capital Preservation Option	Target Retirement Date Option	Target Retirement 2020 Option	Target Retirement 2025 Option	Target Retirement 2030 Option	Target Retirement 2035 Option	Target Retirement 2040 Option	Target Retirement 2045 Option	Target Retirement 2050 Option
ADDITIONS									
Contributions:									
Employer initiated	$ 12,429,852	$ 3,547,671	$ 195,225	$ 5,286,285	$ 8,160,977	$ 9,916,600	$ 10,741,764	$ 12,598,295	$ 13,996,109
Employee initiated	345,168	21,971	190	22,511	63,612	97,509	60,452	116,160	154,496
Total contributions	12,775,020	3,569,642	195,415	5,308,796	8,224,589	10,014,109	10,802,216	12,714,455	14,150,605
Net investment income	80,046	475,055	15,353	912,778	1,751,156	2,357,655	2,721,244	3,343,320	3,855,410
Exchanges and conversions in	75,381	1,472,763	25,702	440,998	740,941	910,189	1,014,338	1,190,973	1,347,284
Total Additions	12,930,447	5,517,460	236,470	6,662,572	10,716,686	13,281,953	14,537,798	17,248,748	19,353,299
DEDUCTIONS									
Distributions	653,075	840,138	46,341	1,249,879	1,756,805	2,232,949	2,654,014	3,605,781	4,107,769
Program administration fees	3,859	8,920	329	14,547	22,880	27,604	30,099	35,215	39,287
Annual account fees and other transaction fees	81,842	88,423	687	99,404	140,806	168,171	186,403	231,178	270,732
Exchanges and conversions out	11,997,261	13,511	1,125,747	46,071	29,378	38,794	102,593	55,444	81,357
Total Deductions	12,736,037	950,992	1,173,104	1,409,901	1,949,869	2,467,518	2,973,109	3,927,618	4,499,145
NET INCREASE (DECREASE)	194,410	4,566,468	(936,634)	5,252,671	8,766,817	10,814,435	11,564,689	13,321,130	14,854,154
FIDUCIARY NET POSITION, BEGINNING OF YEAR	1,954,825	1,976,810	936,634	4,848,814	7,350,395	8,865,996	9,794,532	11,533,995	12,875,166
FIDUCIARY NET POSITION, END OF YEAR	$ 2,149,235	$ 6,543,278	$ -	$ 10,101,485	$ 16,117,212	$ 19,680,431	$ 21,359,221	$ 24,855,125	$ 27,729,320

(Continued)

See Independent Auditor's Report.

Partnership for a Dignified Retirement

SUPPLEMENTARY INVESTMENT OPTION INFORMATION
SCHEDULES OF CHANGES IN FIDUCIARY NET POSITION
Year Ended December 31, 2025

	Target Retirement 2055 Option	Target Retirement 2060 Option	Target Retirement 2065 Option	Target Retirement 2070 Option	Fixed Income Option	International Equity Option	U.S. Equity Option	Total
ADDITIONS								
Contributions:								
Employer initiated	$ 15,332,701	$ 14,622,329	$ 12,791,308	$ 4,987,676	$ 137,050	$ 285,194	$ 152,489	$ 125,181,525
Employee initiated	142,635	120,821	75,863	48,187	25,556	38,074	40,570	1,373,775
Total contributions	15,475,336	14,743,150	12,867,171	5,035,863	162,606	323,268	193,059	126,555,300
Net investment income	4,279,736	4,137,708	3,533,274	1,100,842	15,440	118,697	11,773	28,709,487
Exchanges and conversions in	1,643,164	1,657,379	1,660,966	1,167,092	49,928	114,053	176,994	13,688,145
Total Additions	21,398,236	20,538,237	18,061,411	7,303,797	227,974	556,018	381,826	168,952,932
DEDUCTIONS								
Distributions	4,729,201	4,641,122	3,473,606	966,198	50,424	115,624	14,976	31,137,902
Program administration fees	42,963	41,451	35,576	11,062	457	880	155	315,284
Annual account fees and other transaction fees	335,519	368,260	407,912	218,949	4,508	1,697	595	2,605,086
Exchanges and conversions out	56,098	48,848	50,880	16,140	13,675	10,629	1,719	13,688,145
Total Deductions	5,163,781	5,099,681	3,967,974	1,212,349	69,064	128,830	17,445	47,746,417
NET INCREASE (DECREASE)	16,234,455	15,438,556	14,093,437	6,091,448	158,910	427,188	364,381	121,206,515
FIDUCIARY NET POSITION, BEGINNING OF YEAR	14,109,679	13,682,948	11,478,953	3,051,726	159,085	245,377	-	102,864,935
FIDUCIARY NET POSITION, END OF YEAR	$ 30,344,134	$ 29,121,504	$ 25,572,390	$ 9,143,174	$ 317,995	$ 672,565	$ 364,381	$ 224,071,450

See Independent Auditor's Report.

Partnership for a Dignified Retirement

SUPPLEMENTARY PARTNER PROGRAM INFORMATION
SCHEDULES OF FIDUCIARY NET POSITION
AND INVESTMENT OPTION DETAIL
December 31, 2025

	Colorado SecureSavings Program	Maine Savings Program	Delaware Savings Program	Vermont Saves Program	Nevada Employee Savings Trust	Total
Assets						
Investments, net [1]	$ 180,506,019	$ 25,513,914	$ 8,403,313	$ 4,723,516	$ 5,811,989	$ 224,958,751
Liabilities						
Distributions payable	57,333	13,811	132	55	5,860	77,191
Accrued program administration fees	31,551	3,822	1,058	408	196	37,035
Accrued annual account fees	502,410	111,768	51,069	31,436	76,392	773,075
Total Liabilities	591,294	129,401	52,259	31,899	82,448	887,301
Fiduciary Net Position	$ 179,914,725	$ 25,384,513	$ 8,351,054	$ 4,691,617	$ 5,729,541	$ 224,071,450
Investment Options (Dollars)						
Capital Preservation Option	$ 1,434,778	$ 238,818	$ 149,387	$ 77,846	$ 248,406	$ 2,149,235
Target Retirement Option	5,343,800	591,612	320,845	142,229	144,792	6,543,278
Target Retirement 2025 Option	8,202,645	1,040,763	464,316	171,772	221,989	10,101,485
Target Retirement 2030 Option	12,786,652	1,927,512	703,723	299,770	399,555	16,117,212
Target Retirement 2035 Option	15,669,725	2,295,308	805,834	394,848	514,716	19,680,431
Target Retirement 2040 Option	17,062,162	2,609,022	739,388	371,324	577,325	21,359,221
Target Retirement 2045 Option	20,002,388	2,714,944	972,814	520,969	644,010	24,855,125
Target Retirement 2050 Option	22,484,401	3,081,424	864,607	654,105	644,783	27,729,320
Target Retirement 2055 Option	24,773,701	3,364,495	1,005,638	547,071	653,229	30,344,134
Target Retirement 2060 Option	23,935,483	3,100,903	871,202	555,624	658,292	29,121,504
Target Retirement 2065 Option	20,577,368	2,911,633	888,824	608,672	585,893	25,572,390
Target Retirement 2070 Option	6,684,336	1,331,571	464,370	303,526	359,371	9,143,174
Fixed Income Option	242,966	36,255	18,821	8,544	11,409	317,995
International Equity Option	488,693	95,242	59,903	15,658	13,069	672,565
U.S. Equity Option	225,627	45,011	21,382	19,659	52,702	364,381
Total	$ 179,914,725	$ 25,384,513	$ 8,351,054	$ 4,691,617	$ 5,729,541	$ 224,071,450
Investment Options (Units)						
Capital Preservation Option	124,825	20,762	12,987	6,768	21,596	186,938
Target Retirement Option	407,669	45,133	24,477	10,850	11,046	499,175
Target Retirement 2025 Option	591,766	75,084	33,497	12,392	16,015	728,754
Target Retirement 2030 Option	874,126	131,768	48,108	20,493	27,314	1,101,809
Target Retirement 2035 Option	1,039,450	152,258	53,455	26,192	34,143	1,305,498
Target Retirement 2040 Option	1,106,125	169,037	47,904	24,058	37,405	1,384,529
Target Retirement 2045 Option	1,271,725	172,624	61,854	33,125	40,947	1,580,275
Target Retirement 2050 Option	1,406,770	192,790	54,094	40,924	40,341	1,734,919
Target Retirement 2055 Option	1,543,051	209,555	62,635	34,074	40,686	1,890,001
Target Retirement 2060 Option	1,490,894	193,147	54,265	34,608	41,003	1,813,917
Target Retirement 2065 Option	1,284,546	181,771	55,489	37,999	36,577	1,596,382
Target Retirement 2070 Option	417,048	83,073	28,971	18,936	22,421	570,449
Fixed Income Option	23,767	3,546	1,841	836	1,116	31,106
International Equity Option	31,985	6,233	3,921	1,025	855	44,019
U.S. Equity Option	20,108	4,011	1,905	1,752	4,697	32,473
Total	11,633,855	1,640,792	545,403	304,032	376,162	14,500,244

[1] Includes receivables from the Program Administrator, net of payables for investments purchased.

See Independent Auditor's Report.

Partnership for a Dignified Retirement

SUPPLEMENTARY PARTNER PROGRAM INFORMATION
SCHEDULES OF CHANGES IN FIDUCIARY NET POSITION
Year Ended December 31, 2025

	Colorado SecureSavings Program	Maine Savings Program	Delaware Savings Program	Vermont Saves Program	Nevada Employee Savings Trust	Total
Additions						
Contributions:						
Employer initiated	$ 89,364,828	$ 17,421,849	$ 7,797,948	$ 4,682,593	$ 5,914,307	$ 125,181,525
Employee initiated	803,007	247,998	159,364	100,382	63,024	1,373,775
Total contributions	90,167,835	17,669,847	7,957,312	4,782,975	5,977,331	126,555,300
Net investment income	24,479,337	2,995,683	832,234	315,467	86,766	28,709,487
Total Additions	114,647,172	20,665,530	8,789,546	5,098,442	6,064,097	155,264,787
Deductions						
Distributions	26,392,101	3,013,204	1,153,241	332,837	246,519	31,137,902
Program administration fees	268,596	32,536	9,007	3,475	1,670	315,284
Annual account fees and other transaction fees	1,871,809	397,902	169,903	79,105	86,367	2,605,086
Total Deductions	28,532,506	3,443,642	1,332,151	415,417	334,556	34,058,272
Net Increase	86,114,666	17,221,888	7,457,395	4,683,025	5,729,541	121,206,515
Fiduciary Net Position, Beginning of Year	93,800,059	8,162,625	893,659	8,592	-	102,864,935
Fiduciary Net Position, End of Year	$ 179,914,725	$ 25,384,513	$ 8,351,054	$ 4,691,617	$ 5,729,541	$ 224,071,450

See Independent Auditor's Report.