



Benefit Fiduciary Group LLC

6802 Paragon Place, Suite 126

Richmond, Virginia 23230

Employee Benefit Consulting Services

June 28, 2022

Five Star Home Healthcare  
Attn: Daniel Stevens  
14900 Bogle Drive, Suite 310  
Chantilly, Virginia 20151

Re: 401(k) Plan

Dear Daniel,

The ERISA Section 408(b)(2) Notice ("Notice") is provided to you annually. Generally, ERISA §408(b)(2) requires each covered service provider to provide the responsible plan fiduciary with a description of the services provided, and the direct and indirect compensation expected to be received in connection with those services.

To comply with this regulation, we are providing you with this Notice regarding the services we provide on behalf of your plans and the compensation we receive in connection with these services.

Please let me know if you should have any questions.

Sincerely,  
Alexandra C. Pino (Ali)  
Financial Investment Advisor

Enclosure: 408(b)(2) Notice

## 408(b)(2) Disclosure Statement

Regulations promulgated by the U.S. Department of Labor, known as the "408(b)(2) regulations," require covered service providers to ERISA-covered retirement plans to provide disclosures, in writing, regarding their services and compensation. The disclosures contained in this Statement are made in accordance with section 408(b)(2) regulations and are intended to assist **Five Star Home Healthcare** ("Client") in determining whether **Benefit Fiduciary Group's** ("Adviser") services and compensation are reasonable.

Within 30 days of written request by the Client, the Adviser will provide all information regarding its services agreement ("Agreement") and compensation in order that Client may comply with all reporting and disclosure requirements of ERISA.

In the event the Client desires additional information regarding Adviser's services and/or compensation, the Client may request further clarification in writing and the Adviser will respond no later than 30 days from receipt of written request.

In the event of any material change to the terms of the Agreement or compensation occur, the Adviser will provide the Client disclosure of any change within a reasonable period of time after the Adviser becomes aware of the material change.

If the Adviser discovers any error or omission in the provision of disclosures required by section 408(b)(2) regulations, the Adviser will notify the Client of same, and provide missing/corrected disclosures, within 30 days of discovery.

### 1. Services (Select all that apply)

#### Investment Advice (Plan Level):

The Adviser will provide research and analysis with regard to investment advice and fiduciary due diligence services for the Client. The goal of the investment due diligence process is to establish a logical, technical, and prudent process that is consistently employed in the selection and ongoing monitoring of funds for plan sponsors and individuals, accompanied by an investment policy statement (for plan sponsors only), that defines the process utilized to recommend prudent investment actions to plan fiduciaries, or their representatives. In providing the investment advice to the Client's plan the Adviser will follow the investment policy statement and undertake procedural due diligence to arrive upon, or facilitate, prudent investment-related recommendations.

The Adviser may employ many different calculations, processes, and screening techniques, to arrive at specific recommended investments within the array of investments offered by each investment provider being analyzed.

*Services provided by the Adviser under the Agreement will not include any services with respect to employer securities or company stock, or investments offered through a self-directed brokerage account or brokerage window, or any similar investment vehicle.*

### Preparation of Investment Policy Statement

The Adviser will provide a draft of a recommended Investment Policy Statement for Client's review. In addition, the Adviser will evaluate Client's existing Investment Policy Statement, if applicable, and provide recommendations that are consistent with assisting the Client meet their fiduciary obligations under ERISA Section 404(c). It is the responsibility of the Client to execute and follow an approved Investment Policy Statement.

### Plan Sponsor Service Provider Due Diligence Service Provider Search, Presentation, and Finalist Review

The Adviser may assist Clients with the selection of a 401(k) provider or providers for their plan, based on detailed research and analysis of several 401(k) Service Providers. The Service Provider review process includes an evaluation of administrative, recordkeeping, compliance, and employee communications services, administrative and investment-related fees, and an investment overview that incorporates a very similar analysis to the investment due diligence process described above. In performing service provider search support services, the Advisor acts solely in an advisory

administration of the Plan, (ix) it is solely responsible for the administration of the Plan, including without limitation the timely transmission of plan contributions, the filing of required government reports and the provision of all required notices and communications to the Plan's participants in accordance with all applicable law and regulation, and (x) it acknowledges receipt of the Adviser's Brochure (Part 2A and 2B of Form ADV) prior to, or contemporaneously with, execution of the Agreement.

#### **4. Termination of Agreement**

The Agreement may be terminated by either party upon providing written notification to the other party. Adviser will not accept any termination instructions, including account liquidation instructions, unless provided in writing by Client. In the event of termination of the Agreement, Adviser will have no obligation whatsoever to recommend any action with respect to the assets in Client's account.

If services are terminated within five (5) business days from the Effective Date of the Agreement, services will be terminated without penalty. After the initial (5) business days, Adviser is entitled to fees in connection with its services provided under the Agreement for the period to such termination. The Client will be responsible for a pro rata portion of its (quarterly, semi-annual) fee for such additional period. Any such additional fee will be paid concurrently with the notice of termination if given by Client and within 5 business days following the notice of termination by Adviser.

#### **5. Fees and Expenses Paid by Your Plan**

*Mutual Fund Fees and Expenses.* If your Plan invests in mutual funds, your Plan pays the fees and expenses described by each mutual fund's prospectus. A copy of each mutual fund prospectus is provided for your review before you select the mutual fund for your Plan and additional copies are available upon request. Also, you may request copies from the mutual fund company directly.

*Group Annuity Fees and Expenses.* If your Plan purchases a group annuity contract or other insurance product ("annuity contract" or "contract") your Plan pays directly and indirectly a variety of fees and expenses. All charges, fees, or penalties that may be imposed in connection with the purchase, holding, exchange or termination of an annuity contract (and investments available through the contract) are described in disclosure materials provided by the insurance company issuer of the contract ("issuer") for your review. A copy of these disclosure materials are provided before you initially select an annuity contract, and additional copies are available upon request. Also, you may request these disclosure materials directly from the Issuer.

#### **6. Compensation shall be**

A fee of .50% per year and paid quarterly by Principal.

#### **6. Good Faith Compliance**

All disclosures contained herein are provided in good faith based on a reasonable interpretation of the regulations promulgated under ERISA Section 408(b)(2).