

Implementation Checklist

Employer Name: Verndale Public School

Total # Employees: 100 # Actively Contributing: 43

Conference Call (Date & Time): 8/13/19 Start Date: 9/15/2019  
*available all day.*

REQUIRED START-UP DOCUMENTATION	
<input type="checkbox"/>	Services Agreement: 403b <input type="checkbox"/> 457 <input type="checkbox"/>
<input checked="" type="checkbox"/>	Plan Document(s): 403b <input checked="" type="checkbox"/> 457 <input checked="" type="checkbox"/> Including Adoption Agreement
<input type="checkbox"/>	Authorization of Agency
<input type="checkbox"/>	Salary Reduction Agreement (SRA) Waiver
<input checked="" type="checkbox"/>	Contact List
<input type="checkbox"/>	Initial Data File (forward via secure email only)
<input type="checkbox"/>	Vendor List w/ "Remit To" Addresses
<input type="checkbox"/>	Payroll Schedule (please include name of payroll software)

## Services Agreement

This services agreement is entered into on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, [address] \_\_\_\_\_ ("Employer"), and the Omni Financial Group, Inc., Water Tower Office Park, 1099 Jay Street, Bldg F, Rochester, New York 14611, ("OMNI").

WHEREAS, Employer sponsors certain retirement plans as specified in the attached Schedule (Plan) and whereas OMNI provides administration services for such plans, the parties agree for OMNI to act as third party administrator for the Plan in accordance with the following provisions.

**1. OMNI'S SERVICES**

- a) Assistance and training necessary to implement OMNI's services for the Plan.
- b) An OMNI compliance specialist and remittance specialist designated to personally service the Plan.
- c) Call center services to address any plan inquiries.
- d) Plan contribution limit calculation and monitoring.
- e) Maintain records of all transactions processed by OMNI and any records of data preceding OMNI's services as provided by the Employer.
- f) Ensure that all information received by OMNI in performing its services hereunder is used for plan administrative purposes only and is otherwise treated as confidential information.
- g) Provide forms necessary for participants to contribute to the Plan such as the OMNI Salary Reduction Agreement ("SRA") form and plan transaction forms.
- h) Receive SRA's online, via e-mail, fax or mail. OMNI shall communicate plan contribution changes by secure e-mail to Employer's payroll department.
- i) Maintain a distribution account for plan contributions. In no event shall the distribution account funds be commingled with any of OMNI's other accounts, operational or otherwise.
- j) Serve as the common remitter for the Plan and promptly remit all funds to the employee's selected investment provider, according to the timetable set forth in the attached Schedule.
- k) Process all plan transactions such as age/severance/disability/death distributions, contract exchanges, transfers, loans, hardship withdrawals, service credit transfers, rollover contributions and QDRO's provided that Employer has begun to remit, and OMNI has in its possession, all necessary documents such as Employer's written Plan. The Services do not include processing loan repayments through OMNI.
- l) Provide Employer with yearly contribution limits for all contributing employees, including all applicable catch-up provisions.
- m) Verify that investment accounts are ready to receive contributions prior to communicating a contribution change to the Employer.
- n) Enter into Information Sharing Agreements with Investment Providers on behalf of Employer.
- o) Provide a Plan document, and provide amendments to the Plan pursuant to Employer's request or changes in law during the term of this Agreement.
- p) Notify Employer of Federal laws that affect the Employer's Plan.
- q) Manage IRS audits of the Employer's Plan.
- r) Insurance, and Crime Policy:
  - i. Provide and pay the full premiums for errors and omissions insurance coverage issued by a carrier authorized to provide such coverage in the State in which the services are to be performed, insuring against claims made, resulting or emanating from the Services that OMNI is providing the Employer pursuant to this agreement with a limit to \$5,000,000 per claim made, \$5,000,000 in aggregate.
  - ii. OMNI shall also provide and pay the full premiums on a crime policy in the amount of \$10,000,000 by a carrier licensed to issue such policies in the State in which the services are to be performed, covering OMNI's financial and distribution accounts for employee theft, forgery or alteration, and fund transfer fraud. Upon request Employer shall be named as a Loss Payee under said policy.
  - iii. OMNI shall also provide and pay full premiums on a Data Breach and Privacy Security Liability policy issued by a carrier authorized to provide such coverage in the State in which the services are to be performed, insuring against claims and/or breaches made with a limit of \$2,000,000 per each claim/breach made, and \$2,000,000 in aggregate.
- s) When necessary, issue federal tax 1099-R Form(s) for plan participants with respect to plan distributions that do not qualify for tax deferred treatment.

- t) Provide ongoing assistance, guidance, and information to Employers, their officials/administrators, employees, union representatives or investment providers with respect to the Plan including contributions, transactions, documents or any other related issues.

## 2. EMPLOYER'S OBLIGATIONS, ACKNOWLEDGEMENTS, REPRESENTATIONS

- a) Transfer plan contribution funds via ACH or wire to OMNI's distribution account for distribution to the employee's selected investment provider.
- b) Establish a secure email account with OMNI enabling OMNI to securely transmit confidential data necessary to perform its obligations under this agreement.
- c) Provide OMNI with information relevant to the Plan necessary for OMNI to fulfill its obligations under this Agreement such as employees' dates of severance, disability or start dates.
- d) Select the plan's investment providers from the list of investment providers having an Information Sharing Agreement with OMNI.
- e) Employer is responsible for the proper characterization of any 403(b) Employer non-elective contributions.
- f) Employer is responsible for any other agreement it has relevant to the Plan, such as collective bargaining agreements or agreements directly with the Plan's investment providers.
- g) Employer shall inform OMNI of any other benefit plans that may affect the administration and proper compliance of the Employer's Plan.
- h) Employer shall distribute yearly a notice of its plan to all eligible employees for 403(b) Universal Availability purposes. OMNI shall provide employer with a form for this purpose.
- i) If the Employer fails to comply with any of its obligations, OMNI shall not be liable for any ensuing plan compliance failures and/or errors, omissions, in contract or in tort, or any other matters directly or indirectly arising out of, connected with, or related to the Employer's failures and/or errors. Accordingly, the indemnifications set forth herein will not be applicable.
- j) OMNI's role is to be the Employer's third party administrator for its Plan, and ensure compliance with the U.S. Tax Code and related regulations. OMNI does not intend to replace the Employer's legal counsel, or tax professional, and OMNI's Services under this Agreement do not include legal or tax advice, and that no analysis and/or recommendation made by any employee, agent, officer, or director of OMNI, in fulfilling OMNI's obligations under this Agreement, shall be so construed. Further, Employer understands and acknowledges that OMNI has advised the Employer to consult with Employer's own legal counsel or tax professional with respect to the Employer's Plan, or any related operational concerns, or other agreement(s) in place such as collective bargaining agreement(s).
- k) OMNI shall hold Employer remitted funds without an existing account to be applied to, for only a reasonable period of time or until an account where such funds can be applied to is established, whichever may be sooner. In no event shall OMNI hold any such funds for more than forty five ("45") days from the date of receipt. Accordingly, OMNI will return any such funds promptly to Employer.

## 3. INDEMNIFICATIONS

- a) Subject to the limitations set forth herein OMNI and Employer, each agree to the extent permitted by applicable law, to indemnify and hold the other party harmless against any and all liabilities, losses, costs or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against the other party at any time to the extent such liability, loss or expense results from the indemnifying party's negligence, breach of the terms hereof, or willful misconduct under this Agreement. Except as specifically provided otherwise in the preceding sentence, and to the extent permitted by applicable law, Employer shall indemnify and hold OMNI harmless against any and all liabilities, losses, costs or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against OMNI at any time in connection with OMNI's having acted upon the directions of Employer hereunder, or OMNI's having failed to act as a result of the absence of Employer directions.
- b) OMNI's duties and liability, if any, to indemnify Employer will become effective when the following conditions are met: OMNI has completed in a timely manner its compliance review of the Employer's Plan; the Employer has implemented all relevant recommendations made by OMNI; and, OMNI has established the distribution account described in the Agreement and has commenced making distributions therefrom.
- c) The indemnifying party shall have sole control of the defense and settlement of such claims and is not responsible for any settlement that it does not approve in writing; and the indemnitee renders all assistance required.

- d) The party seeking to be indemnified agrees to notify the indemnifying party of a claim within a reasonable time period. All notices shall comply with the notice requirements set forth herein.

**4. TERM and TERMINATION**

This Agreement shall continue until terminated. Either party may terminate this Agreement by giving the other no less than thirty (30) days written notice prior to termination, in which case this Agreement shall terminate on the effective date specified in such notice. Either party may cancel this Agreement immediately, in whole or in part, for material default, material breach, insolvency, bankruptcy, and inability to pay debts, or similar financial circumstances by the other. In the event of any such termination, OMNI shall invoice the Employer for any amounts due and payable for Services rendered to Employer prior to the effective date of termination and Employer shall pay such invoice within ten (10) days of Employer's receipt thereof. Upon payment of such invoice, OMNI shall deliver to Employer all work completed up to the effective date of such termination and neither party shall have any further obligation or liability to the other.

**5. GENERAL**

- a) Entire Agreement and Amendment. This Agreement, together with any schedules, and exhibits attached hereto, contains the complete and exclusive understanding and agreement of the parties with respect to its subject matter and supersedes, merges, and replaces all prior writings, discussions and understandings relating to such subject matter. This Agreement may only be amended by a written agreement and signed by authorized representatives of both parties.
- b) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The Parties hereby consent to the exclusive jurisdiction of any State or Federal court located in Monroe County, New York.
- c) Force Majeure. Neither party shall be responsible to the other party for any loss, damage, compliance error or expense caused by its failure to perform any duty or obligation under this Agreement which is due to causes beyond its control, such as an act of God, fire, flood, explosion, war, insurrection, riot, vandalism, terrorism, strike, power failure, interruption or loss of telephone/telecommunication services, or governmental act of regulation.
- d) Severability. If any term or provision of this Agreement is found to be invalid or unenforceable for any reason, it shall be adjusted rather than avoided, if possible, so as best to accomplish the objective of the parties to the extent possible. In any event, the remaining terms and provisions shall be deemed valid and enforceable. It is expressly understood and agreed that each provision of this Agreement providing for a limitation of liability disclaimer or limitation of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provisions and to be enforced as such.
- e) Assignment. This Agreement shall be binding on the parties and on their successors and assigns. Except as expressly provided herein, neither party shall transfer, assign or subcontract any right or obligation hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- f) Waiver. The failure of either party any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.
- h) Notices. All notices relating to this Agreement shall be in writing, signed by the party providing such notice and shall be delivered by Personal delivery, fax, or certified U.S. Mail, return receipt requested. Notices shall be sent to the address of the other party as set forth above, or such other address as either party may specify in the future.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date or dates written below.

**EMPLOYER:**  
By: \_\_\_\_\_

**OMNI FINANCIAL GROUP, INC.:**  
By: \_\_\_\_\_  
Robert F. McLean, President/CEO

Print Title: Superintendent

Date: \_\_\_\_\_

Date: 8/7/19

**PLAN & FEE SCHEDULE**

<b>Name of Employer</b>	
<b>Plan(s):</b>	<input type="checkbox"/> 403(b) <input type="checkbox"/> 457(b)
<b>Fees:</b>  \$36/yr/contributing participant	<input checked="" type="checkbox"/> P3E (Exclusive) <input type="checkbox"/> P3L (Limited) <input type="checkbox"/> P3 Administrative Fee \$ <u>750</u> <input type="checkbox"/> Non-P3 Fee \$ _____ <input type="checkbox"/> Employer Paid / Std. Billing

Investment providers in the Preferred Provider Program (P3) have agreed to cover OMNI's fees for the Employer at the above rate, billed quarterly. In P3E (Exclusive), all future contributions are made to P3 providers; In P3L (Limited), contributions can continue to existing non-P3 provider accounts and new accounts are opened with P3 providers only. Employers agree to pay fees for these accounts as set forth above.

For accounts receiving OMNI invoices, billing will commence upon first remittance.

**OMNI'S REMITTANCE**

<b>Files Received By</b>	<b>Funds Available For Use By</b>	<b>Day Processed</b>
<b>Wednesday Midnight</b>	<b>Friday 11:00 A.M. EST</b>	<b>Friday</b>
<b>Friday Midnight</b>	<b>Tuesday 11:00 A.M. EST</b>	<b>Tuesday</b>

OMNI processes remittances on Tuesdays and Fridays provided that the Employer adheres to the above. Processing days during holiday weeks may vary.

**Signer Initials:** \_\_\_\_\_

Authorization of Agency

(Please PRINT name of Employer) With offices located at \_\_\_\_\_ ("Employer"), pursuant to the terms and conditions of its Services Agreement with the OMNI Financial Group, with principal offices located at 1099 Jay Street, Watertown Office Park, Bldg F., Rochester, NY, 14611 ("OMNI") hereby appoints OMNI as its duly authorized agent, to have full power and authority, as your Third Party Administrator ("TPA") to act on your behalf in any and all compliance matters pertaining to your 403(b) and/or 457(b) program, including but not limited to entering into Information Sharing Agreements with various service providers, pursuant to Section 1.403(b)-10(b)(2) of the Treasury Regulations.

Accordingly, OMNI is authorized to execute any and all documents in connection with its role as your TPA, and do all things incidental to or in furtherance of compliance with Section 403(b) laws and regulations.

This authorization shall remain in full force and effect until such time as your Services Agreement with OMNI expires or is terminated.

To induce any third party to act in reliance upon this document, you hereby agree that any third party receiving a duly executed copy, facsimile, or electronic form of this document may act in reliance thereon, and that revocation or termination of this document shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party.

The individual whose signature appears below is duly authorized to execute this document.

Employer's Name \_\_\_\_\_

By: \_\_\_\_\_ (please print the name of individual signing)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_, 20\_\_

STATE OF )  
) SS:  
COUNTY OF )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the document, the individual or the person upon behalf of which the individual acted, executed the document.

\_\_\_\_\_  
Notary Public [Affix Stamp or Seal]

**Salary Reduction Agreement (SRA) Waiver**

To properly implement 403(b) and 457(b) services, it is necessary to obtain information typically found on a participant's Salary Reduction Agreement (SRA). Because the collection of SRA's is a time intensive process, OMNI streamlines the startup phase by receiving this information through the submission of your initial data and first remittance files. Together these files will contain all of the information necessary for OMNI to start remitting on your behalf.

Once remittances have begun, any employee wishing to start, stop, or otherwise change deductions will be required to complete a new SRA form with OMNI.

If you wish OMNI to use your initial data and first remittance files in lieu of obtaining existing SRA forms for current participants, please complete the authorization below.

**Employer Authorization**

Verndale Public School - ISD 818 authorizes The OMNI Group to rely solely on information provided in the initial data file and the first remittance file to establish the deduction profile for all currently participating employees.

Any future changes in deduction profiles must be accomplished by means of OMNI's SRA form. Verndale Public School - ISD 818 shall remain responsible for all SRA forms and related information until changes are requested by employees after the date of first remittance.

Signature: \_\_\_\_\_

Printed Name: Paul Brownlow

Title: Superintendent

Date: 8/7/19

Contact List

Employer Name: Verndale Public School - ISD 818  
 Address (City, State, Zip) Verndale, MN 56481

**Appointed Plan Liaison** (Plan Oversight):

Name: Paul Brownlow  
 Title: Superintendent  
 Phone Number: (218) 445-5184  
 Fax Number: (218) 445-5185  
 Email: pbrownlow@vps.verndale.k12.mn.us

**Secondary Plan Liaison** (Plan Oversight):

Name: Kimberly Moske  
 Title: Human Resources - Payroll  
 Phone Number: (218) 445-5184 ext 305  
 Fax Number: (218) 445-5185  
 Email: Kmoske@vps.verndale.k12.mn.us

**Payroll Contact** (SRAs/Fund Changes):

Name: Kimberly Moske  
 Title: Human Resources Payroll  
 Phone Number: (218) 445-5184 ext 305  
 Fax Number: (218) 445-5185  
 Email: Kmoske@vps.verndale.k12.mn.us

**Secondary Payroll Contact:**

Name: Jordan Anderson  
 Title: Business Manager  
 Phone Number: (218) 445-5184  
 Fax Number: (218) 445-5185  
 Email: janderson@vps.verndale.k12.mn.us

**Accounts Payable/Recipient of OMNI Invoices:**

Name: Amy Thompson  
 Title: Accts Payable  
 Phone Number: (218) 445-5184  
 Fax Number: (218) 445-5185  
 Email: athompson@vps.verndale.k12.mn.us

**Banking Information:**

Banking Name: Star Bank  
 ABA/Routing Number: 091206541  
 Account Number: 246070501