

US OMNI&TSACG
Compliance Services

A DAYBRIGHT FINANCIAL COMPANY

August 25, 2025

Oldham County BOE
Danna Potts, HR
6165 W. Highway 146
Crestwood, KY 40014

Re: New OMNI/TSACG Services Agreement

As you are aware, in 2011, OMNI/TSACG assumed the responsibility as your 403(b) and/or 457(b) third party administrator (TPA) from Great American Plan Administrators (GA) and have operated under the Plan Administration Agreement between GA and your organization (GA Agreement) since that time. In an effort to remove outdated contracts that do not accurately reflect the full TPA services provided, OMNI/TSACG is phasing out the GA Agreement. As such, we are requesting your organization to execute an OMNI/TSACG Services Agreement, which is attached.

As you will see, the OMNI/TSACG Services Agreement outlines the full suite of services already provided/available to your organization, including, participant & employer customer care support services; plan document services; Salary Reduction Agreement administration; transaction adjudication; 24/7 online SRA/transaction submission; common remitter services; full IRS audit assistance; and indemnification protections. In addition, your authorized Investment Providers - via Information Sharing Agreements executed by OMNI/TSACG on your behalf -- provide you with indemnification protections, confidential transmission of data, compliant products, and timely contribution deposits.

Importantly, your organization will pay no fees for our services. By entering OMNI/TSACG's Investment Provider Pay program, (via the Plan and Fee Schedule attached to the Services Agreement), the Investment Providers in your plans have agreed to pay OMNI/TSACG's administration fees on your behalf.

Please execute the attached Services Agreement and return it to me by the first of the month, or sooner if possible. Should you have any questions please contact plansupport@tsacg.com or your plan consultant.

If you have Vanguard/Ascensus/Newport Group, the attached Billing Authorization Form is also required to be executed.

We appreciate the confidence you have expressed in our services and the opportunity to continue our relationship for years to come.

Sincerely,

U.S. OMNI & TSACG Compliance Services

Services Agreement

This service agreement ("AGREEMENT") is entered into this 1st day of September, 2025 (the "EFFECTIVE DATE") by Oldham County BOE, having a principal place of business located at 6165 W. Highway 146, Crestwood, KY 40014 ("EMPLOYER"), and U.S. OMNI & TSACG Compliance Services, Inc. ("OMNI/TSA"), having principal places of business at P.O. Box 2799, Ft. Walton Beach, Florida 32549. This AGREEMENT sets forth the terms and conditions under which OMNI/TSA shall provide third party administrator services for EMPLOYER. It incorporates by reference and is governed by the Master Terms and Conditions ("MTC") located at <https://www.tsacg.com/TSA/media/TSA/content-files/forms/OMNI-TSA-NY-Address-Terms-and-Conditions.pdf>

1. Scope of Work

WHEREAS, EMPLOYER sponsors certain voluntary retirement programs under Section 403(b), 457(b), 401(a), and other related plans ("Plan(s)") of the Internal Revenue Code (IRC), and OMNI/TSA provides retirement plan consulting, compliance, and administration services to Employers for such Plan(s). The parties agree that OMNI/TSA shall act as the third party administrator for EMPLOYER'S Plan(s) as of the EFFECTIVE DATE in accordance with the below-described provisions.

2. Responsibilities at Implementation

- a. Necessary Information -- EMPLOYER agrees to provide and/or render reasonable assistance to provide OMNI/TSA all information relevant to the Plan(s) that is necessary for OMNI/TSA to fulfill its obligations under this AGREEMENT and implement services. EMPLOYER further agrees to provide all necessary information on a timely basis relative to services provided and service dates set forth in this AGREEMENT or agreed to by the Parties.
- b. Necessary Data -- EMPLOYER agrees to provide all available data necessary to complete the services provided by OMNI/TSA as outlined in this AGREEMENT. Such data shall include, but not be limited to, existing plan documents, any relevant EMPLOYER policies and procedures, participating service provider information, other benefit plans that may affect the administration/compliance of the Plan(s), employee data relevant to Maximum Allowable Contribution (MAC) calculations to the extent possible, demographic/census data for all employees, and all additional information deemed necessary to permit OMNI/TSA to fulfill its obligations set forth in this AGREEMENT and implement services. Data required shall be supplied electronically by EMPLOYER in a format mutually agreed upon by the Parties.
- c. Necessary Agreements -- OMNI/TSA shall provide all forms and agreements necessary for participants to contribute to the plan(s) such as the Salary Reduction Agreement ("SRA") and plan transaction forms. OMNI/TSA shall communicate any confidential information, including but not limited to plan contribution changes to EMPLOYER'S payroll department through secure e-mail, or other mutually agreeable platform that can securely transmit confidential information. OMNI/TSA shall enter into Information Sharing Agreements ("ISA") with Investment Providers on behalf of EMPLOYER. EMPLOYER agrees to execute an Authorization of Agency and SRA waiver and assist, as needed, in procuring any necessary agreements and forms to accomplish the implementation.

3. Ongoing Administration Services

OMNI/TSA shall provide the following ongoing administrative services:

- a. Participant Support services to address any plan inquiries.
- b. Maintain records of all transactions processed by OMNI/TSA and any records of data preceding OMNI/TSA services as provided by EMPLOYER.
- c. Maintain a distribution account for plan contributions.
- d. Serve as the common remitter for the Plan and promptly remit all funds to the employee's selected investment provider.
- e. Process SRA's received online, fax, or mailed. OMNI/TSA shall communicate plan contribution changes by secure email to the EMPLOYER'S payroll department or other mutually agreeable platform that can securely transmit confidential information.
- f. Process all plan transactions such as age/severance/disability/death distributions, contract exchanges, transfers, loans, hardship/unforeseeable emergency withdrawals, service credit transfers, rollover contributions and QDRO's provided that EMPLOYER has begun to remit, and OMNI/TSA has been in possession, of all necessary documents such as EMPLOYER'S written plan.

- g. Provide EMPLOYER with yearly contribution limits for all contributing employees, including all applicable catch-up provision, and ongoing calculation and monitoring of said limits.
- h. 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.
- i. Verify that investment accounts are ready to receive contributions prior to communicating a contribution change to the EMPLOYER.
- j. Provide the EMPLOYER with a yearly notice of its plan to all eligible employees for 403(b) Universal Availability purposes. EMPLOYER shall distribute this notice to all employees at least once each calendar year.
- k. Agrees to cooperate with and offer assistance to the EMPLOYER in the event of an IRS audit of its 403(b) and/or 457(b) plan.
- l. 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.
- m. Upon request, issue federal 1099-R form(s) for plan participants with respect to plan distributions that do not qualify for tax deferred treatment.
- n. Provide ongoing administrative support to Employer, including but not limited to, the development of appropriate policies/procedures regarding all employee retirement programs. Such administrative support includes research and development of any new programs that may be beneficial to the Employer and its employees.

The EMPLOYER shall perform the following:

- a) Transfer plan contribution funds via ACH or wire to OMNI/TSA's distribution account for remittance to employee's selected investment provider.
- b) Establish a secure email or other mutually acceptable platform to permit OMNI/TSA and EMPLOYER to transmit and receive confidential information and data.
- c) Provide OMNI/TSA with relevant information and data to permit OMNI/TSA to fulfill its obligations set forth in this AGREEMENT.
- d) Maintain responsibility of characterization of non-elective contributions and any other agreement it has relevant to the Plan(s), including but not limited to collective bargaining agreements, memorandum of agreements, etc.

Instruct staff to cooperate fully with OMNI/TSA and obtain all necessary information for OMNI/TSA to complete its duties set forth in this AGREEMENT.

4. Fees

EMPLOYER agrees that OMNI/TSA's fees for 403(b) and/or 457(b) administration services at the rates and methods shown in the Plan and Fee Schedule attached hereto as EXHIBIT A.

5. Term of Agreement

This AGREEMENT shall commence on the Effective Date and shall remain in effect until otherwise terminated. Either party may terminate this AGREEMENT upon 30 days written notice to the other party. 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/TSA 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/TSA 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.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by the duly authorized representatives as follows:

EMPLOYER

Oldham County BOE

Signed: Claudette Z. Herald

Print Name: Claudette Herald

Title: Superintendent

Date: 9.4.25

EIN: _____

U.S. OMNI & TSACG COMPLIANCE SERVICES

Signed: _____

Print Name: Janet Williamson

Title: Managing Director, Finance & HR

Date: _____

EIN: 16-1538542

EXHIBIT A

Plan and Fee Schedule

Services

- 403(b) K-12
- 457(b) K-12
- 403(b) College

Payment Options -- K-12

Option 1 - Service Provider SPARK pay

- Exclusive Service Provider Pay
 - 403(b)/457(b) - \$2.25 per month per Investment Provider Plan Participant (SPARK) account (accts w/balance of \$5.00 or more)
 - Current-June 30, 2028
 - 403(b)/457(b) - \$2.50 per month per Investment Provider Plan Participant (SPARK) account (accts w/balance of \$5.00 or more)
 - Beginning on July 1, 2028
- Hybrid Pay
 - Employer Fee: \$ N/A
 - Service Provider SPARK fee
 - 403(b) - \$2.25 per month per Investment Provider Plan Participant (SPARK) account (accts w/balance of \$5.00 or more)
 - Current-June 30, 2028
 - 457(b) - \$2.50 per month per Investment Provider Plan Participant (SPARK) account (accts w/balance of \$5.00 or more)
 - Beginning on July 1, 2028

Option 2 - Service Provider Contribution pay

- Exclusive: P3 providers pay for OMNI/TSACG P3 administration fees on behalf of EMPLOYER unless indicated below:
 - No non-P3 providers
- Limited: P3 providers pay for OMNI/TSACG P3 administration fees on behalf of EMPLOYER unless indicated below:
 - Non-P3 providers grandfathered
 - Non-P3 Fee \$ N/A
 - Participant Pay
 - Employer Pay
- Flexible: P3 providers pay for OMNI/TSACG P3 administration fees on behalf of EMPLOYER unless indicated below
 - Fee paid by P3 providers except Vanguard
 - Vanguard Accounts
 - Employer Pay
 - Service Provider Pay (Participant Pay)
 - Non-P3 providers grandfathered
 - Non-P3 Fee \$ N/A
 - Participant Pay
 - Employer Pay



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- Open: P3 providers pay for OMNI/TSACG P3 administration fees on behalf of EMPLOYER unless indicated below:
 - Non-P3 Fee \$ N/A
 - Employer Pay
 - Participant Pay
 - Grandfathered Providers
 - Employer Pay
 - Participant Pay

Option 3 - Employer Pay

- 50 or less contributing participants non-SPARK vendors - \$1,200.00 annually to be invoiced monthly
- Employer pay for all contributing participant accounts at \$ N/A

Payment Option - College

- Employer Fee: \$ N/A

Employer Name - Oldham County BOE

Initials CH



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Authorization of Agency

Oldham County BOE (Employer) with offices located at 6165 W. Highway 146, Crestwood, KY 40014, pursuant to the terms and conditions of its Services Agreement with U.S. OMNI/TSACG Compliance Services, Inc., with principal office located at P.O. Box 2799, Ft. Walton Beach, Florida 32549 ("OMNI/TSACG") hereby appoints OMNI/TSACG 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/TSACG 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/TSACG 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: Oldham County BOE

By: Claudette Herald (please print the name of individual signing)

Title: Superintendent

Signature: Claudette Z. Herald Date: 9.4.25

Address: _____

Telephone Number: _____

Email: _____

_____ of _____, 20____

Witness Signature: _____

Witness (Printed Name): _____

Witness Signature: _____

Witness (Printed Name): _____