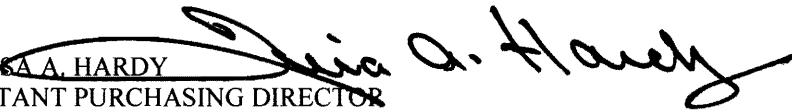

TULSA COUNTY

**PURCHASING
DEPARTMENT**

MEMO

DATE: MARCH 31, 2015

FROM: TERRISA A. HARDY
ASSISTANT PURCHASING DIRECTOR



TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: AGREEMENT-BOK

ON AUGUST 11, 2014, THE BOARD OF COUNTY COMMISSIONERS APPROVED THE RFP FOR THE MANAGEMENT OF TULSA COUNTY'S 457(B), 401(A) MATCHING PLAN AND POST EMPLOYMENT HEALTH PLAN (PEHP), CMF #232125.

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED QUALIFIED DOMESTIC RELATIONS ORDER (QDRO) AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND BOK FOR TULSA COUNTY'S 457 DEFERRED COMPENSATION PLAN AND TULSA COUNTY'S 401(A) MATCHING PLAN.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

TAH/sks

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE APRIL 6, 2015 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO,
COMMISSIONER KAREN KEITH
COMMISSIONER RON PETERS
MARK LIOTTA, CHIEF DEPUTY
MICHAEL WILLIS, CHIEF DEPUTY
VICKI ADAMS, CHIEF DEPUTY

BOKF, NA QDRO PROCEDURE AUTHORIZATION

In order to assist you with the administration of Qualified Domestic Relations Orders ("QDRO") under your Plan, we are providing you the attached default QDRO procedures for determining whether domestic relations orders are QDROs and for administering distributions under QDROs.

Please carefully review the attached QDRO Approval Guidelines and Procedures. **If you want to accept these as your administrative QDRO procedures, please document this decision by signing below.**

If you have delegated your QDRO administration to BOKF, NA and wish to modify these default procedures in any way, please contact us as soon as possible us to discuss.

Please note that if we do not receive any response from you, we will recognize the lack of response as your acceptance of the default procedures. Any domestic relations orders we receive for review on behalf of your plan will be processed according to these default procedures.


If you have any questions regarding these procedures, please contact Sally Bushong-Schultz at 918-595-3093, Jo Ann Kelso at 918-588-6583 or your Relationship Manager.

☐ I accept the BOKF, NA default QDRO Procedures

☐ I do not accept the BOKF, NA default QDRO Procedures and will provide our Plan's procedures to BOKF Plan Compliance for your files.

Signature of Plan Administrator

Date


APPROVED TO FORGE
ASSISTANT TO THE CHIEF OF COURSE

Please return this form to BOKF, NA

QDRO APPROVAL GUIDELINES AND PROCEDURES

BOKF, NA CLIENTS

This document is designed to assist in the preparation of a domestic relations order that meets the requirements of federal law and the provisions of your plan. In the following sections, you will find the plan's processing guidelines for determining the qualification of an order and some discussion of plan features and issues that should be considered in drafting a QDRO. For a detailed discussion of the various features of the plan, please refer to your Plan's Summary Plan Description.

NOTE: Individuals seeking QDROs may not rely on the Plan Administrator, BOKF, NA or any employees or agents of the Plan Administrator or BOKF, NA for advice on which type or form of QDRO is most appropriate under any particular factual situation. The contents of these Guidelines are intended for informational purposes only and should not be construed as legal advice or legal opinion. Further, the information contained in this document is subject to revision at any time based upon changes in the Plan language, Federal law or at the direction of the Plan Administrator.

Getting Started

To get started, refer to the "Checklist for Completing a QDRO" on the following page. This checklist will take you step by step through the process of creating a QDRO.

All documents are available for review by legal counsel as you deem appropriate. We strongly recommend that you consult legal counsel to assist you with the QDRO process.

QDRO CHECKLIST

1. Determine the correct Plan name. (See Section 2 below)
2. Verify the Participant has sufficient assets in the applicable Plan. Information pertaining to the Participant's Plan account will be provided **only** in response to written authorization from the Participant or a properly served subpoena. (See Section 11 below)
3. Determine whether you will be using the BOKF, NA Sample QDRO or if your attorney will be drafting their own QDRO. (BOKF Sample QDRO is available upon request)
4. Draft an Order. (See Section 2 below)
5. Submit the draft of the Order to BOKF, NA for review

PLAN COMPLIANCE – 10TH FLOOR NE
ATTN: QDRO Department
Bank of Oklahoma Tower
BOKF, NA
PO Box 880
TULSA, OK 74101

E-mail: pcqdro@bokf.com or Fax: 918-624-5360

- BOKF, NA will review the draft and you will receive a written determination letter either providing a preliminary qualifying statement regarding the QDRO as drafted or a non-qualifying statement regarding the QDRO with the reasons for non-qualification within 10 business days from date of receipt of the draft.
 - Please note that upon receipt of the draft or any written information indicating a pending QDRO an 18 month hold will be placed on the participant's account. This hold will prevent the participant from making any withdrawals or taking any loans. This hold will be released prior to 18 months once the QDRO is processed or upon receipt of a court order indicating there will not be a QDRO.
6. Once you receive a preliminary qualifying statement from BOK, submit the order to a court for a judge's signature and obtain a court certified or true copy of the executed order.
 7. Submit the certified or true copy of the Court-Executed Order to BOKF, NA at the following address:

PLAN COMPLIANCE – 10TH FLOOR NE
QDRO Department
Bank of Oklahoma Tower
BOKF, NA
PO Box 880
TULSA, OK 74101

E-mail to: pcqdro@bokf.com or Fax: 918-624-5360

- A "QDRO Information Form" (attached) must be included with the initial submission of an Order.
8. You will receive a written determination letter either qualifying or non-qualifying the Order within 10 business days. (Please note: A 45 day hold will be placed on both accounts. This hold may be waived – if agreed to by both parties). See attached waiver form.
- NOTE: If you receive a non-qualification letter, you will need to make the appropriate changes and begin the process again at Step 5.

QDRO APPROVAL GUIDELINES AND PROCEDURES

PLAN NAME: Tulsa County 457 Deferred Compensation Plan
Tulsa County 401(a) Matching Plan

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1. INTRODUCTION

WHY IS A QUALIFIED DOMESTIC RELATIONS ORDER NECESSARY?

Federal law prohibits a participant in a qualified retirement plan from assigning or alienating the participant's interest in the plan. (See Section 206(d) of ERISA). However, an exception to this prohibition was created by the Retirement Equity Act of 1984 (REA) for assignments of retirement benefits through a Qualified Domestic Relations Order ("QDRO").

A QDRO is a court order issued under a state's domestic relations law that:

- 1) recognizes the right of an alternate payee (who must be either a spouse, former spouse, child or other dependent of a participant in an employee benefit plan) to receive all or part of the participant's vested interest in a tax-qualified retirement plan, and
- 2) has been determined by the Plan Administrator to meet specific requirements of federal law and the provisions of the Plan. The requirements are contained in the Employee Retirement Income Security Act of 1974, as amended (ERISA), the Internal Revenue Code of 1986, as amended (the Code), and the Plan's QDRO Guidelines.

Unless a court order meets these requirements, it will not be considered a QDRO and the terms of the court order cannot be enforced by the Plan.

2. BASIC ELEMENTS OF AN ORDER

THE FOLLOWING SECTION OUTLINES ISSUES THAT EITHER MUST OR MAY BE ADDRESSED IN THE ORDER.

A. PLAN NAME

The Order **MUST** clearly specify the Plan to which it applies. The legal name of the Plan to which these Guidelines apply is:

1. **PLAN NAME: Tulsa County 457 Deferred Compensation Plan
and/or
Tulsa County 401(a) Matching Plan**

B. PARTICIPANT AND ALTERNATE PAYEE INFORMATION

1. **The Order MUST contain the following information** (or be otherwise obtainable from BOKF, NA records). Any Order that does not contain this information **may** be **non-qualified**.

- **Names of Participant and Alternate Payee**
- **Last known mailing addresses**

NOTE: *If the Order pertains to Child Support, the minor child(ren) **must** be named as the Alternate Payee(s). The Order **must** provide the name and address of the Alternate Payee's legal representative (i.e. guardian or a party acting in loco parentis).*

2. **The following information should be included separately when submitting a QDRO:** Parties should provide dates of birth and social security numbers under separate cover using the QDRO Information Form included in these Guidelines.

- **Social security numbers for the Participant and Alternate Payee**
- **Dates of birth for the Participant and the Alternate Payee**
- **The Alternate Payee's relationship to the Participant**

C. VALUATION DATE

1. The Order should state a **single** Valuation Date to be used for determining the Alternate Payee's award.
2. In the event that the Order is **silent** regarding the Valuation Date, the date of account segregation will be used as the Valuation Date.
3. When account balance information is not available for the Valuation Date stated in the Order, BOKF, NA will use the closest previous Valuation Date available under the Plan.
4. Any Order that states a Valuation Date prior to the earliest Valuation Date available for the Plan or any Order for which the Valuation Date is unclear will be **non-qualified**. If the Parties wish to determine the Alternate Payee's award using account information prior to the earliest Valuation Date available, they must obtain Plan account information from either their own records or those of the Plan's prior recordkeeper for the determination date desired and calculate the specific dollar amount of the award. Additionally, if earnings are to be credited on the award, the Parties must provide the dollar amount of the award adjusted for earnings for the applicable period prior to the earliest Valuation Date.
5. The earliest Valuation Date available for the Plan is the later of the Plan's effective date or the date the Plan became a client of BOKF, NA. BOKF, NA will not be able to determine the award if the Valuation Date predates BOKF, NA recordkeeping for the Plan and the award may be considered **non-qualified**.

D. AMOUNT OF THE ALTERNATE PAYEE'S AWARD

1. The Order **must** award the Alternate Payee either:
 - a fraction or percentage, or
 - a specific dollar amount of the Participant's ***total vested account balance*** (hereinafter referred to as 'account' or 'account balance') as of the Valuation Date.
2. Any Order which contains an award which is not clear and calculable will be **non-qualified**. Any award that is greater than the amount available in the participant's account will be **non-qualified**.

SAMPLE LANGUAGE: To address the award, one of the following sentences may be added to the Order:

- The Alternate Payee's interest in the Plan shall be ____% of the Participant's total vested account balance under the Plan as of the Valuation Date.
- The Alternate Payee's interest in the Plan shall be \$ ____ of the Participant's total vested account balance under the Plan as of the Valuation Date.

E. EARNINGS

1. The Order should indicate whether the Alternate Payee's award will be subject to earnings (dividends, interest, gains and losses) from the *Valuation Date to the date of account segregation*.
2. If the Order states that the Alternate Payee's award is subject to earnings, earnings on the Alternate Payee's award will be calculated *from the Valuation Date to the date of account segregation* in accordance the Plan's procedures for calculating earnings, and the Alternate Payee's award will be adjusted accordingly.
3. In the event that the Order is **silent** regarding this issue, the Alternate Payee **will not** be subject to earnings on his/her award *from the Valuation Date to the date of account segregation*.
4. In all cases, after qualification of the Order, the Alternate Payee's award will be subject to earnings *from the date of account segregation to the date of distribution*.
5. Any Order which is **unclear** as to the treatment of earnings on the Alternate Payee's award will be **non-qualified**.

SAMPLE LANGUAGE: To address earnings, one of the following sentences may be added to the Order:

- Alternate Payee's interest in the Plan shall be adjusted to reflect its proportionate share of the investment earnings, gains and losses of the Plan's assets and the administrative expenses of the Plan from **[date of Award]** to the date the alternate Payee's interest has been segregated in the Plan.
- The Alternate Payee's award is **NOT** subject to earnings, gains and losses from the Valuation Date of the Award to the date that award is segregated from the Participant's account.

F. PARTICIPANT LOANS

1. The Order should indicate whether the value of any outstanding loans on the Valuation Date is to be included in determining the Alternate Payee's award.
2. In the event that the Order is **silent** regarding this issue, the value of Participant loan balance(s) outstanding as of the Valuation Date specified in the Order **will not** be included in the Participant's Plan account balance for purposes of calculating the account balance to be divided.

Example:

- Participant's Total Vested Account Balance on Valuation Date: \$100,000*
- Participant's Loan Balance on Valuation Date: \$ 10,000*
- Alternate Payee's Award, if defined in Order as 50% of the Participant's Vested Account Balance with **no mention of loans**: \$ 50,000
- Alternate Payee's Award, if defined in Order as 50% of the Participant's Vested Account Balance **including loans**: \$ 55,000

3. The Alternate Payee's award will be paid from the non-loan assets of the Participant's Plan account.
4. If, as a result of an outstanding loan balance(s), the Participant's liquid balance (non-loan assets) is not sufficient to cover the required transaction to transfer the award to the Alternate Payee, the Order will be **non-qualified**.
5. Any Order which is **unclear** as to the treatment of loans in determining the Alternate Payee's award will be **non-qualified**.
6. There will be **no** transfer of the Participant's loan liability to the Alternate Payee. Any remaining loan balance(s), at the time of segregation of the award, will remain with the Participant. Any Order which attempts to assign loan liability to the Alternate Payee will be **non-qualified**.

SAMPLE LANGUAGE: To address loans, one of the following sentences may be added to the Order:

- In the event that there is an outstanding loan balance as of the Valuation Date, the loan balance **WILL** be included for purposes of calculating the account balance to be divided.
- In the event that there is an outstanding loan balance as of the Valuation Date, the loan balance **WILL NOT** be included for purposes of calculating the account balance to be divided.

* BOKF, NA Participant statements report outstanding loan balances as a separate line item from the Total Vested Account Balance, which is the vested **liquid** balance in the Plan. A Participant's total interest in the Plan is the sum of the Total Vested Account Balance and the outstanding loan balance shown on the statement.



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G. BENEFIT FORM

1. The Alternate Payee will have the right to select from the available benefit forms provided under the terms of the Plan at the time he/she elects to receive a distribution. The forms of benefits available to the Alternate Payee under the Plan are as follows:
2. In the event that the Order is **silent** regarding this issue, the Alternate Payee will have the right to select the benefit form(s) available from the Plan at the time he/she becomes eligible and elects to receive a distribution.
3. Any Order which states a form of benefit not available to the Alternate Payee will be **non-qualified**.
4. If Alternate Payee's account balance is less than the mandatory distribution amount provided under the Plan and no distribution forms are received, account will be distributed according to the terms of the Plan.

SAMPLE LANGUAGE: To address the benefit form, the following sentence may be added to the Order:

The Alternate Payee will have the right to select from the available benefit forms provided under the terms of the Plan at the time he/she elects to receive a distribution.

H. COMMENCEMENT OF THE ALTERNATE PAYEE'S AWARD

1. The Alternate Payee may initiate a distribution of his/her award as soon as administratively feasible following the qualification of the Order and segregation of the Alternate Payee's award, pursuant to the administrative procedures established for the Plan.
2. If the Order is **silent** regarding this issue, the Alternate Payee's interest in the Plan shall be payable as soon as administratively feasible following the qualification of the Order.
3. Any Order which states otherwise will be **non-qualified**.
4. If the Alternate Payee's account balance exceeds the mandatory distribution amount provided under the Plan and no distribution forms are received – the Alternate Payee may request information on accessing the segregated account through StartRight by calling 1-800-876-9557.
5. A 45 day hold is automatically placed on Participant and Alternate Payee account balances after segregation to provide all parties to review calculations prior to a distribution. This hold may be waived upon receipt in writing from both Participant and Alternate Payee of their agreement to waive the hold. See attached waiver form.

SAMPLE LANGUAGE: To address the commencement of the Alternate Payee's award, the following sentence may be added to the Order.

The Alternate Payee's interest in the Plan shall be payable in a lump sum as soon as administratively feasible following the qualification of the Order.

I. TRANSFER OF THE AWARD FROM THE PARTICIPANT'S PLAN ACCOUNT

1. If the QDRO directs the investment of the Alternate Payee's award it will be invested according to those specifications. Note that any specifications must be available through the plan, or the QDRO will be considered **non-qualified**.
2. If silent, the Alternate Payee's award **will** be transferred proportionately from all standard plan investment options in the Participant's Plan account(s) as of the date of account segregation.

Pursuant to Section 72(m)(10) of the Internal Revenue Code, the tax cost basis of the investment options in the Participant's Plan account **must** be transferred to the Alternate Payee proportionately from all contribution sources in the Participant's Plan account as of the date of account segregation.

SAMPLE LANGUAGE: To address the issue of transfer, the following paragraph may be added to the Order:

- If the Alternate Payee's award is a flat dollar amount (and does not include earnings): The award will be paid proportionally from all standard plan investment options in which the Participant's account is invested and the segregated account will be invested in a Money Market investment fund.
- If the Alternate Payee's award is a flat dollar amount (and includes earnings from the date of the award): The award will be paid proportionally from all standard plan investment options in which the Participant's account is invested and the segregated account will be invested in-kind into the same assets.
- If the Alternate Payee's award is a percentage amount (regardless of any earnings): The award will be paid proportionally from all standard plan investment options in which the Participant's account is invested and the segregated account will be invested in-kind into the same assets.

J. TAXATION

An Alternate Payee who is a spouse or former spouse of the Participant is responsible for any taxes incurred upon distribution of benefits. Payments to any other Alternate Payee are taxable to the Participant. **The Order will be non-qualified if it states otherwise.**

SAMPLE LANGUAGE: To address the issue of taxation, the following paragraph may be added to the Order:

- For the purposes of Sections 402 and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant will be treated as distributee of any distributions or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal and/or state income taxes on such distribution. If the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on such distribution

We strongly recommend that you consult a qualified tax advisor pertaining to any distributions from the plan.

K. DEATH OF ALTERNATE PAYEE

The Alternate Payee has the right to designate a beneficiary. In the event that the Alternate Payee dies after the qualification of the Order but either prior to or subsequent to the segregation of assets for the Alternate Payee, the Alternate Payee's award will be paid to the Alternate Payee's beneficiary.

SAMPLE LANGUAGE: To address the death of the Alternate Payee, the following sentence may be added to the Order:

- In the event of the Alternate Payee's death after the qualification of this Order but either prior to or subsequent to the segregation of assets for the Alternate Payee, the Alternate Payee's award will be paid to the Alternate Payee's beneficiary.

L. DEATH OF PARTICIPANT

The death of the Participant after the qualification of the Order **will not** affect the Alternate Payee's right to his/her award.

SAMPLE LANGUAGE: To address the death of the Participant, the following sentence may be added to the Order:

- The death of the Participant after the qualification of the Order will not affect the Alternate Payee's right to his/her award.

**Please note the participant may want to update all beneficiary information with the Employer and with the Plan. The Alternate Payee (if not taking a distribution) may request beneficiary designation forms by calling 800-876-9557.*

M. QDRO/BENEFICIARY DESIGNATION COORDINATION

1. Any language in the Order which attempts to divest the Alternate Payee of all right, title and interest in the Participant's Plan Account(s), or waiving such right and interest (with the exception of the amount awarded under the Order), **will be disregarded.**
2. All beneficiary designations must be properly submitted by the Alternate Payee pursuant to the beneficiary designation procedures under the Plan(s), and will be honored regardless of who is named as the beneficiary in the Order. **Any beneficiary designation contained in the Order will be disregarded.** The Alternate payee will be advised that he/she can designate a beneficiary by contacting 1-800-876-9557.
3. All beneficiary designations must be properly submitted by the Participant pursuant to the beneficiary designation procedures under the Plan(s), and will be honored regardless of who is named as the beneficiary in the Order. **Any beneficiary designation contained in the Order will be disregarded.** The Participant will be advised that he/she can designate a new beneficiary by contacting 1-800-876-9557.

****We strongly recommend that the Participant and Alternate Payee review and/or update their current designated beneficiaries.***

3. ORDERS ACCEPTED FOR REVIEW

BOKF, NA will accept an **original, photocopy, scanned e-mail or fax** of either a Court Certified or True Copy of a Court-Executed Order that has been determined to be qualified before the terms of the Order can be honored. (See Section 10, "Definition of Terms")

A. ORDERS ACCEPTED FOR REVIEW

The following may be submitted to BOKF, NA for review:

1. Any Court-Executed Order (as defined in Section 10, "Definition of Terms")
2. A signed Order or Notice from a state child support enforcement agency

NOTE: Along with your *initial* Order, please submit a completed copy of the attached "QDRO Information Form"

B. ORDERS NOT ACCEPTED FOR REVIEW

The following Orders will **NOT** be reviewed:

1. An Order that references a Plan for which BOKF, NA does not provide QDRO qualification services
2. Divorce Decree

NOTE: Such an Order will be returned to the sender.

4. ORDER REVIEW FEES

A FEE IS ASSESSED FOR ORDERS REVIEWED BY BOKF, NA

In accordance with D.O.L. Field Assistance Bulletin 2003-3, for defined contribution Orders received by BOKF, NA on and after the effective date of this document, the fee for the review to determine whether the Order is a 'Qualified Domestic Relations Order' will be assessed to the Participant and/or Alternate Payee.

The Order review fees are: \$75/per hour for the review of the Order.

This process normally takes at least two hours.

Please be advised of the following information related to the assessment of the Order review fee

1. The Order may specify the fee allocation between the Participant and the Alternate Payee.
2. If an initial Order is submitted and determined to be non-qualified, the Plan will charge 100% of the QDRO determination fee to the Participant's account balance. Following the qualification of an amended Order, a fee adjustment will be processed so that the fee will be taken 50% from the Participant's account and 50% from the Alternate Payee's account, unless the qualified amended Order states otherwise, and provided there are sufficient funds in both accounts to divide the fee in this manner.
3. If the initial Order is qualified on first review, and the Order does not specify the fee allocation between the Participant and the Alternate Payee, or if the language in the Order is unclear regarding the allocation of the review fee between the Participant and the Alternate Payee, the Plan will assess the fee 50% from the Participant's account and 50% from the Alternate Payee's account, provided there are sufficient funds in both accounts to divide the fee in this manner.
4. If following the qualification of an Order, the segregation of the Participant's account and the establishment of an account in the Alternate Payee's name, the Participant's remaining total vested account balance is insufficient to pay the amount of the QDRO determination fee assigned to the Participant, the amount of the fee assigned to the Participant will be taken from the Participant's account to the extent possible and the balance of the fee will be assessed to the Alternate Payee's account. Likewise, if the Alternate Payee's total vested account balance is insufficient to pay the amount of the QDRO determination fee assigned to the Alternate Payee, the amount of the fee assigned to the Alternate Payee will be taken from the Alternate Payee's account to the extent possible and the balance of the fee will be assessed to the Participant's account.
5. The fee will be taken from the investment options in the applicable account(s) according to the plan level fee method in effect as of the date the fee is deducted.
6. The fee adjustment, if applicable, will be a current transaction as of the date of the adjustment.



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7. QDRO determination fees will not be imposed retroactively or on Orders received prior to the above date and not yet reviewed.
8. In the event that the Participant's total vested account balance is determined to be less than or equal to **\$500.00** as of the date that the Order is received, the parties will be informed in writing that the QDRO determination fee may potentially liquidate the account. The parties will be given **45 days** to withdraw the submitted Order and to request that BOKF, NA not continue with its review of the Order. Note that all requests to discontinue the review of the submitted Order must be signed by both parties and notarized.



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5. TIMEFRAME FOR REVIEW

HOW LONG WILL IT TAKE BOKF, NA TO REVIEW MY ORDER?

Pursuant to ERISA and the Code, BOKF, NA will advise the Parties, in writing, within a reasonable period of time as to the Order's qualification or non-qualification. Typically, BOKF, NA determines the qualification or non-qualification of an Order within **10 business days**.

DRAFT ORDER REVIEW PROCESS

Receipt of Draft Order by BOKF, NA

- Disbursement Restriction placed on account – **start of 18 month hold period**
- Review from BOKF within 10 business days to the submitting party. BOKF will provide written determination letter containing a preliminary qualifying statement regarding the QDRO as drafted or a non-qualifying statement regarding the QDRO with the reasons for non-qualification. Copy will be provided to Plan Sponsor.

Receipt of certified or true copy of Court-Executed Order to BOKF, NA

QDRO QUALIFICATION REVIEW

If Qualified

- Segregation Instructions sent to BOKF Financial Operations
- Alternate Payee's account is established and distribution forms are sent to Alternate Payee.
- Qualification letter is sent to all parties
- 45 day hold is placed on both accounts (Participant and Alternate Payee)

If Non-Qualified

- Non-Qualification letter is sent to all parties

6. DISBURSEMENT RESTRICTIONS

Upon placement of a disbursement restriction and until the disbursement restriction is removed, the Participant (or Alternate Payee, if applicable) will be unable to initiate loans, withdrawals or distributions from his/her account(s). However, if currently eligible, the Participant (or Alternate Payee, if applicable) may continue to direct the investment of future contributions and existing balances.

A. PLACEMENT OF DISBURSEMENT RESTRICTIONS

1. BOKF, NA **will** place a disbursement restriction (**18 month hold**) on the Participant's account(s) (and/or the Alternate Payee's account(s), if applicable) upon receipt of the following:

- **A Draft of a QDRO**
- **A Court-Executed Order**
- **A Court-Executed Amended Order**
- **A Joinder***
- **Written direction from the Plan Sponsor**
- **A letter of Dispute** (See Section 8, "Disputes")
- **Divorce Decree**

NOTE: If BOKF, NA receives one of the above-referenced documents and the document is unclear with respect to the Plan to which it applies, **a disbursement restriction will be placed on each of the Participant's plans for which BOKF, NA provides QDRO review and qualification services.**

2. BOKF, NA **will not** place a disbursement restriction on the Participant's account(s) upon verbal notification only.

**Upon receipt of a Joinder that references the Plan, BOKF, NA will place a disbursement restriction on the Participant's Plan account(s). BOKF, NA will acknowledge receipt of the Joinder and notify the Parties of the restriction on the account(s) in writing. No later than three business days following receipt of a Joinder, BOKF, NA will forward the Joinder to the Plan for response. All communications to the court and the Parties regarding the Joinder are the responsibility of the Plan.*

B. REMOVAL OF DISBURSEMENT RESTRICTIONS

A disbursement restriction **will remain** on a Participant's account(s) (and/or the Alternate Payee's account(s), if applicable) until **one** of the following occurs:

1. Receipt of a Court Order directing the removal of the restriction on the Plan; or
2. Receipt of a Court Order vacating a previously received Order, the receipt of which caused the disbursement restriction to be originally placed on the Participant's account(s); or
3. The qualification of the Order, segregation of the award from the Participant's account(s), and the establishment of an account in the Alternate Payee's name; or
4. Receipt of a notarized document signed by the Alternate Payee, requesting the removal of the restriction from the Participant's benefit(s) or receipt of a notarized document signed by the Participant, requesting the removal of the restriction from the Alternate Payee's account; or
5. The expiration of the 45-day deadline to provide an amended Order as a result of a dispute of a previously qualified Order (See Section 8, "Disputes"); or Receipt of written direction from the Plan Sponsor.
6. The expiration of the 18 month hold period.

7. WRITTEN NOTIFICATIONS**A. ACKNOWLEDGEMENTS**

1. A free copy of these QDRO Guidelines will be provided to the Parties upon request. Parties may request a copy of the Guidelines by calling the Plans' Benefits Service Center: **1-800-876-9557**. In addition, QDRO Guidelines can be obtained through the BOKF, NA QDRO Center **by sending an e-mail to PCQDRO@BOKF.COM**

B. QUALIFICATION OF THE ORDER

1. Upon a determination that the Order is qualified, BOKF, NA will establish an account for the Alternate Payee.
2. Shortly after determination that the Order is qualified, the Alternate Payee will receive a qualification letter with distribution forms, a copy of which will be sent to the Participant, Plan Sponsor as well as any attorney contact information on file. The letter will contain information about the amount payable to the Alternate Payee. The letter will also contain instructions for contacting the BOKF, NA's toll-free telephone line. The distribution of the Alternate Payee's account **must** be initiated in accordance with the administrative procedures that have been established for the Plan(s).
3. **Specific rollover instructions contained in the Order will be disregarded.** Rollover instructions cannot be accepted in the Order, but **must** be made pursuant to the administrative procedures of the Plan(s). Once the award is segregated and an account is established in the name of an Alternate Payee who is a spouse or former spouse of the Participant, the Alternate Payee may direct BOKF, NA to roll over the eligible portion of the award.

C. NON-QUALIFICATION OF THE ORDER

1. If the Order does not meet the requirements of ERISA, the Code and these QDRO Guidelines, it will be non-qualified. The Parties will be notified, in writing, upon a determination that the Court-Executed Order or Draft Amended Order is non-qualified. The non-qualification letter will clearly identify and detail the deficiencies in the Order and will provide the necessary information to render the Order qualified, pursuant to these QDRO Guidelines.
2. Subsequent to the determination that an Order is non-qualified, one (1) Draft Amended Order may be provided to BOKF, NA for review. (See Section 10, "Definition of Terms")

8. DISPUTES

Dispute: For purposes of these Guidelines, “dispute” shall mean that one or more of the Parties are questioning the terms and/or the interpretation of a Qualified Domestic Relations Order or the amount awarded to the Alternate Payee pursuant to a Qualified Domestic Relations Order.

- A. Parties disputing a domestic relations Order qualified by a party other than BOKF, NA should contact the Plan Administrator. (See Section 9.A.1, “Contact Information”)

Parties disputing a domestic relations Order qualified by BOKF, NA should follow the Procedures outlined below.

NOTE: The procedures below may not apply if either the Alternate Payee or the Participant has taken a distribution and BOKF, NA has complied with both the Order and these Guidelines. In such case, the disputing party may need to seek relief outside the Plan.

1. The party disputing the award **MUST** notify BOKF, NA of the dispute **in writing**. The written letter of dispute should be sent to BOKF, NA at the address in Section 9.A.2.b, “Contact Information”.
2. Upon receipt of a written letter of dispute, BOKF, NA will acknowledge receipt of the dispute in writing and will place **temporary disbursement restrictions** on both the Participant’s and the Alternate Payee’s account.
3. BOKF, NA will investigate the dispute and will send the Parties a written notice of the Plan’s determination with respect to whether BOKF, NA complied with the terms of the Order.
4. If BOKF, NA has not complied with the terms of the Order, the necessary corrective action will be taken.
5. If BOKF, NA has complied with the terms of the Order, the Parties will have **45 days** from the date of the determination notice to submit either a) a Court-Executed Amended Order that supersedes the disputed Order, or b) a court document demonstrating that the Parties intend to go to court with this matter. If a Court-Executed Amended Order or other appropriate court document is **not** received within **45 days**, the disbursement restrictions on the Participant’s and the Alternate Payee’s account will be removed and the terms of the original qualified Order will be honored. Alternatively, if a Court-Executed Amended Order or other appropriate court document **is** received within **45 days**, the disbursement restrictions on the Participant’s and the Alternate Payee’s account will remain until one of the conditions in Section 6.B. “Removal of Disbursement Restrictions” has been met. The Court-Executed Amended Order must clearly indicate that it is amending the previously qualified Order.

Accordingly, the Court-Executed Amended Order should include the following:

- The name of the previously qualified Order which is to be amended.
- The date of the previously qualified Order which is to be amended.
- The name of the Plan to which the previously qualified Order and Court-Executed Amended Order applies.
- Language indicating that the Court-Executed Amended Order is intended to either a) supersede the previously qualified Order or, b) to award an additional amount of money in excess of what was awarded to the Alternate Payee in the original qualified domestic relations Order (if the original qualified domestic relations Order awarded the Alternate Payee an amount less than the Alternate Payee is entitled).

9. CONTACT INFORMATION

Tulsa County

A. Plan Administrator Mailing Address:

Requests for the Plan's Summary Plan Description and Letters of Dispute pertaining to Orders previously qualified by a party other than BOKF, NA should be sent to:

Tulsa County
Human Resources
633 W. 3rd Street
Tulsa, OK 74127

B. BOKF, NA Mailing Addresses:

BOKF, NA
Attn: Plan Compliance
QDRO Department
10th Floor NE
BOK Tower
P.O. Box 880
Tulsa, OK 74101

Email: pcqdro@bokf.com

Fax: **918-624-5360**

- a. Subpoenas, Restraining Orders, Participant Information Release Forms and other non-QDRO related correspondence should be sent to the following address:

Tulsa County
Human Resources
633 W. 3rd Street
Tulsa, OK 74127



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- b. The following documents associated with the qualification of Order should be sent to the address below:
- Court-Executed Order (Order, Judgment, Decree, Property Settlement Agreement) (See Section 3.A. "Orders Accepted for Review" and Section 10, "Definition of Terms")
 - Draft Amended Order (See Section 3.A. "Orders Accepted for Review" and Section 10, "Definition of Terms")
 - Joinder (See Section 6.A.1. "Disbursement Restrictions")
 - Letters of Dispute (See Section 8, "Disputes")
 - Written Notification of Address and/or Name Change

BOKF, NA
Attn: Plan Compliance
10th Floor NE
BOK Tower
P.O. Box 880
Tulsa, OK 74101

Email: pcqdro@bokf.com

FAX: 918-624-5360

B. PHONE NUMBERS

BOK QDRO Department Phone Number: 1-918-382-5492

C. FACSIMILE NUMBERS

Parties may submit QDRO-related documents listed in A.2.b above and written QDRO-related inquiries via facsimile.

BOK QDRO Department Facsimile Number: 1-918-624-5360

D. BOKF, NA'S STARTRIGHT SERVICE CENTER

Basic information about QDROs and copies of the Plan's QDRO Guidelines may be obtained through the BOKF, NA STARTRIGHT website: <https://startright.bokf.com/>

10. DEFINITION OF TERMS

A. TYPES OF ORDERS

- **Court-Executed Order:** An Order, Judgment, Decree or Property Settlement Agreement executed by a court of competent jurisdiction relating to the provision of child support, alimony payments, or marital property rights made pursuant to a state domestic relations law and filed with the appropriate court clerk's office.
- **Initial Draft Order:** An Order, Decree or Property Settlement Agreement relating to the provision of child support, alimony payments, or marital property rights that has not been executed by the court.
- **Draft Amended Order:** An Order, Decree or Property Settlement Agreement relating to the provision of child support, alimony payments, or marital property rights that has not been executed by the court but is submitted to BOKF, NA after an executed Order has been determined to be non-qualified by BOKF, NA.
- **Order:** A Court Executed Order, Initial Draft Order, or Draft Amended Order (as defined above).
- **Court Certified Order or True Copy:** A Court-Executed Order containing either a) a court stamp or seal indicating the Order is a certified copy or a true copy and the signature of the judge (or other court official), or b) a file stamp and the signature of the judge (or other court official).

B. OTHER TERMS

- **Alternate Payee:** A spouse, former spouse, child or other dependent of a participant who is recognized by a Qualified Domestic Relations Order as having a right to be paid all, or a portion of, a Participant's plan benefit/account.
- **Joinder:** A state court issued legal document that results in the uniting of parties or claims in a single lawsuit.
- **Participant:** A member of an employer-sponsored qualified retirement plan.
- **Parties:** The Participant, Alternate Payee and their legal representatives.
- **Summary Plan Description:** A document that the Plan Administrator is required to provide to each participant and beneficiary receiving benefits that summarizes their rights and benefits along with the obligations of the Plan.
- **Valuation Date:** The valuation date for QDRO purposes is the date as of which the funds are to be divided.



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11. FORMS

A. QDRO PARTICIPANT AUTHORIZATION FORM

Information pertaining to the Participant's Plan account will be provided **only** in response to written authorization from the Participant or a properly served subpoena. Parties wishing to obtain Participant account information through a written authorization should complete the attached **QDRO Authorization Form** and submit it to BOKF, NA at the address contained in Section 9.A.2.a "Contact Information".

12. MODEL ORDER

CAUTION

A domestic relations order is an Order signed by a Judge relating to the provision of child support, alimony payments, or marital property rights made pursuant to a State domestic relations law.

The disposition of qualified plan benefits in domestic relations proceedings involves complex marital rights, legal and tax issues. The following is a Model Order that demonstrates one method of dividing plan benefits. Other methods are available and this Model Order may be inappropriate for your particular circumstances.

A SAMPLE QDRO is available upon request. This will be provided as a courtesy only. Neither Tulsa County nor any of its subsidiaries, agents, employees or consultants, nor BOKF, NA, are authorized to give financial, tax or legal advice; and they make no representation as to the Model Order's sufficiency under applicable federal or state law or as to its legal consequences. You should not use this Model Order without consulting your financial, tax and/or legal advisors.

Inclusion of Personal Data

Please be advised that some state courts prohibit the inclusion of certain personal information in court documents that will become public record. The Parties may provide dates of birth and social security numbers under separate cover in the event that this information is not included in the Order. Failure to include this information will not cause the Order to be non-qualified; however, it will delay the processing of the distribution to the Alternate Payee. Parties may use the QDRO Information Form to supply this information to BOKF, NA.

Child Support Orders

Please see Section 2.B.1 of these Guidelines for additional information that would be required in an Order related to child support.

**Services provided by Bank of Albuquerque, Bank of Arizona, Bank of Arkansas, Bank of Kansas City, Bank of Oklahoma, Bank of Texas and Colorado State Bank and Trust, divisions of BOKF, NA. Please note that BOKF, NA is not a law firm. All documents and amendments are available for review by legal counsel as you deem appropriate.*



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**Tulsa County 457 Deferred Compensation Plan
Tulsa County 401(a) Matching Plan
QDRO Authorization Form**

Authorization to Release Plan Information

I, _____ (please print), verify that I am a Participant in the _____
(Plan Name) sponsored by _____ (Company Name)

I hereby authorize BOKF, NA to release information concerning any interest I may have in
the above-designated plans to:

(Name)

(Address)

(Phone No.)

Who is () my spouse or () my spouse's legal representative or () my dependent's legal
representative in a marriage dissolution action.

Social Security No. _____ Date of Marriage _____

My Current Address _____

Date of Separation _____ Phone Number _____

This authorization shall be valid until _____, unless prior to such date a
written extension of the same signed by the undersigned shall have been delivered to
BOKF, NA.

A copy of this authorization shall be as effective as the original.

Date

Signature

The above named _____ signed this document

before me under the pains and penalties of perjury this _____ day of

_____, 20_____.

Notary Public in and for the _____

State of _____

Printed Name: _____

My Commission Expires: _____

STATE OF _____

COUNTY OF _____



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**Tulsa County 457 Deferred Compensation Plan
Tulsa County 401(a) Matching Plan**

QDRO INFORMATION FORM

(Please use black ink only.)

SECTION I: EMPLOYEE INFORMATION

Social Security No: _____ Employee ID No: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Birth Date: _____ Hire Date: _____ Rehire Date: _____ Marital Status: _____

Phone Number: _____ Branch/Division: _____

SECTION II: PARTICIPANT ATTORNEY INFORMATION

Name: _____

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

SECTION III: ALTERNATE PAYEE INFORMATION

Social Security No: _____ Employee ID No: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Birth Date: _____ Hire Date: _____ Rehire Date: _____ Marital Status: _____

Phone Number: _____ Branch/Division: _____

SECTION IV: ALTERNATE PAYEE ATTORNEY INFORMATION

Name: _____

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Return this form to BOKF, NA, Plan Compliance, 10 Floor, NE, BOK Tower, P.O. Box 880, Tulsa, OK 74101