EMERGENCY MEI	DICAL SERVICES	AUTHORITY 4	457(B) MATCH	ING PLAN
	PLAN DE	SCRIPTION		

November 2020

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# EMERGENCY MEDICAL SERVICES AUTHORITY 457(B) MATCHING PLAN

# PLAN DESCRIPTION

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#### INTRODUCTION

Emergency Medical Services Authority (the "Company") established the Emergency Medical Services Authority 457(b) Matching Plan (the "Plan") effective 11/15/2020.

Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency.

### **ELIGIBILITY FOR PARTICIPATION**

### Eligible Employee

You are an "Eligible Employee" if you are in the following classification:

An Employee who is not: Paramedics, emergency medical technicians, dispatchers and support staff of any Contractor. Also, all Employees that are eligible for the Emergency Medical Services Authority 457(b) Governmental Plan or the Emergency Medical Services Authority Money Purchase Pension Plan (B) are excluded from the Emergency Medical Services Authority 457(b) Matching Plan.

# Date of Participation

You will become a Participant eligible to participate in the Plan on the <u>first day of the calendar month</u> after you <u>30 days of employment</u>.

The eligibility service requirement will be waived for Eligible Employees hired on or before December 31, 2020. These Eligible Employees will be eligible to enter the Plan on the special Entry Date of their date of employment.

# **ELECTIONS/CONTRIBUTIONS**

### **Participant Contributions**

When you become eligible to participate in the Plan, you may begin contributing to the Plan. All contributions will be credited to an account established in your behalf. Your contributions to the Plan are not subject to federal income tax but may be subject to social security and medicare taxes.

Please note that while you may enjoy certain tax benefits, there may be some drawbacks to participation in the Plan. You should consult with your professional tax/financial advisor to determine the consequences of your participation in this Plan.

You may elect to reduce your Compensation (defined below) and make a contribution to the Plan. You may elect to defer up to one hundred percent (100%) of your Compensation.

You can enroll in the Plan easily and conveniently from the Start Right Website at www.startright.bokf.com or by calling a Participant Service Representative at 1-800-876-9557. Such election will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it. In addition to specifying your deferral rate, you will also be able to enter your Beneficiary information.

## **Automatic Contributions**

When you become eligible for the Plan, unless you make a contrary election, you will be deemed to have made an Elective Deferral Contribution election in the amount of 3% of your Compensation.

If you do not turn in the form in time to prevent automatic contributions, you can withdraw the automatic contributions for a short time, despite the general limits on Plan withdrawals. During the 90 days after automatic contributions are first taken from your pay, you can withdraw the prior automatic contributions by turning in a refund form to the Plan Administrator. The amount you withdraw will be adjusted for any gain or loss. If you take out your automatic contributions, you lose Company contributions that matched the automatic contributions. Also, your withdrawal will be subject to federal income tax (but not the extra 10% tax that normally applies to early distributions). If you take out automatic contributions, the Company will treat you as having chosen to make no further contributions. However, you can always choose to continue or restart your contributions by turning in a contribution form.

The automatic elections specified above will be designated as pre-tax Elective Deferral Contributions.

#### Roth Contributions

Effective 11/15/2020, the Plan allows a newer type of participant contribution to the Plan. This new type of contribution is known as a Roth Contribution and is very much like a contribution to a Roth IRA. Like a Roth IRA, the Roth Contribution to the Plan is made by you on an after-tax basis, but if certain requirements are met, a "qualified distribution" from your Roth Contribution Account in the Plan will not be taxed. However, unlike a Roth IRA, there are no income limitations on who may make a Roth Contribution.

Roth Contributions are participant contributions that are made in the same manner as your pre tax participant contributions. You must designate how much you would like to contribute on a pre-tax basis (normal contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may continue to designate all of your participant contributions as normal pre-tax contributions.

The sum of your Roth Contributions and regular pre-tax participant contributions may not exceed the contribution limit mentioned below.

As was mentioned above, a "qualified distribution" of your Roth Contributions (and earnings) is not taxable. A "qualified distribution" must be made more than five years after the first Roth Contribution is made and must meet at least one of the following requirements:

- (i) the distribution must be made after you attain age 59-1/2;
- (ii) the distribution must be made to your beneficiary after your death; or
- (iii) the distribution must be made on account of your disability.

Please note that Roth Contributions are not suitable for everyone. Please consult with your tax advisor before making any Roth Contributions to the Plan.

# **Matching Contributions**

If you make a Participant contribution the Company may, in its sole discretion, make a matching contribution on your behalf in an amount determined by the Company; provided, that you meet the following requirements: In order to share in the allocation of Matching Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year. The last day requirement will be waived for any Participant who terminates employment during the Plan Year due to death or disability. The last day requirement for Matching Contributions will be waived for contributions made for the 2020 Plan Year only. If the Company makes a matching contribution, it will be allocated in a manner determined by the Company.

## **Contribution Limit**

Federal tax law places a limit on the amount that may be contributed to the Plan on your behalf each year. This limit applies to the combined total of your contributions and the Company contributions. The limit is the lesser of:

- (1) \$19,500 (in 2020); or
- (2) 100% of your total compensation for the calendar year.

### Make Up Contributions

During the last 3 calendar years ending before the year in which you attain age <u>65</u>, you may be able to use a higher contribution limit. This higher limit applies to the combined total of your contributions and the Company contributions. The "make up" limit is the lesser of:

- (1) 2 times the \$19,500 limit (in 2020); or
- (2) The sum of the unused portion of the \$19,500\$ (in 2020) limit in any prior year of participation in the Plan.

# Age 50 Catch-Up Contributions

A Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of contributions, up to the maximum age 50 catch-up amount for the year. The maximum dollar amount of the age 50 catch-up contributions for a year is \$6,500 (in 2020). The age 50 catch-up does not apply for any year for which a higher limitation applies under the make-up contribution described above.

### Transfers/Rollover Contributions

If you are a participant, you may request to have all or a portion of an eligible rollover distribution paid to the Plan.

In addition, the Plan Administrator may accept a transfer of assets to the Plan from another section 457(b) plan. Such a transfer is permitted only if the other plan provides for such direct transfer and if such transfer is permitted by applicable federal tax regulations. The Plan Administrator may require that the transfer be in cash or other property acceptable to the Plan Administrator.

# Compensation

Compensation means base salary and <u>Compensation shall mean Section 3401(a) Wages</u> as defined pursuant to Treasury Reg. Sec. 1.415(c)-2(d)(3). Compensation shall include elective deferrals pursuant to Code Sec. 414(s)(4), differential military pay as defined in Code Sec. 3401(h)(2), and post-severance Compensation pursuant to Treasury Reg. Sec. 1.415(c)-2(e)(3). Compensation will include amounts which are paid to you during the Plan Year.

### CREDITING EARNINGS ON PARTICIPANT ACCOUNTS

### **Determination of Amount**

Your Account will be credited with earnings that will reflect a "market basket" of predetermined investments. You may select which investments will make up your market basket. You may change the your investment selections at such times as specified by the Plan Administrator.

### When Earnings Are Credited

Your account will be adjusted daily for earnings/losses.

### <u>Expenses</u>

The Company may charge your Account with any or all of the expenses involved in the establishment or ongoing operation of the Plan.

### Trust

The Company will establish a trust fund to hold all contributions to the Plan. As an alternative, the Company may invest Plan assets in custodial accounts and/or annuity contracts as permitted by federal law.

### VESTING

# Participant Contributions

You will have a fully vested and nonforfeitable interest in your contributions to the Plan (including rollover contributions and transfers from another plan).

### Company Contributions

You will have a fully vested and nonforfeitable interest in the Company contributions to the Plan.

## **DISTRIBUTIONS**

## Time of Distribution

Upon your termination of employment with the Company, you are entitled to receive a distribution of your Account in any form of distribution permitted by the Plan.

Benefits may not commence later than your required beginning date. Your required beginning date is April 1st of the calendar year following the calendar year in which you attain age 70-1/2 or terminate, whichever is later.

# Form of Payment

You may receive your Account in the following form of payment:

Single lump sum payment.

## Payment on Participant Death

In the event of your death, the remaining balance of your Account will be distributed by the end of the first calendar year following the date of your death.

You have the right to designate one or more primary and one or more secondary Beneficiaries to receive any benefit becoming payable upon your death. Your spouse must be your sole primary beneficiary unless he or she consents to the designation of another beneficiary. You may designate a beneficiary of your Plan account on the Start Right website at www.startright.bokf.com or by calling a Participant Services Representative at 1-800-876-9557.

If you fail to designate a Beneficiary, or in the event that all designated primary and secondary Beneficiaries die before you, the death benefit will be payable in the following order of priority: (1) Participant's surviving spouse; and if no surviving spouse, (2) Participant's surviving children (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants); and if none to (3) Participant's surviving parents, in equal shares; and if none to (4) Participant's estate.

A beneficiary designation to a spouse shall be automatically revoked upon the granting of a divorce decree, unless a QDRO provides otherwise.

# Payment upon Death or Disability During Qualified Military Service

Effective 11/15/2020, if you die or become disabled while performing qualified military service while a Participant in the Plan you will be treated as if you were employed by the Company on the day preceding death or disability and terminated employment on the day of death or disability. In general, this means that the Plan will contribute to the Plan as if you were employed with the Company during your qualified military service.

# Unforeseeable Emergency

You may receive a distribution upon the occurrence of an unforeseeable emergency. An unforeseeable emergency is a severe financial hardship that may not otherwise be relieved by reimbursement or compensation from insurance, by liquidation of your assets (to the extent the liquidation of such assets would not itself cause severe financial hardship), or by cessation of deferrals under the Plan.

Your Roth Deferrals may be withdrawn upon the occurrence of an unforeseeable emergency in the same manner as other deferrals. Please note however, that the income on the Roth deferrals may be taxable (and subject to penalties for early withdrawal) if the withdrawal is not a "qualified distribution."

## **Small Distributions**

The Plan Administrator may establish uniform guidelines under which up to \$5,000 of your Account may be distributed in a lump sum before your termination (either with or without your consent). In order to qualify for the distribution, no deferrals may have been credited to your Account in the preceding twenty-four (24) months, and no prior small distribution may have been made to you under this special rule.

## Medium of Payment

You may receive a distribution from the Plan in the form of cash.

### Rollovers

You may roll over a distribution from the Plan to another eligible retirement plan. If the vested amount of your Account exceeds \$1,000 and you do not timely return your election forms, the Plan Administrator must transfer your Account to an IRA established in your name; unless the distribution occurs after the later of your Normal Retirement Age or age 62. The mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity. For further information concerning the Plan's rollover provisions, the IRA provider and the fees and expenses attendant to the IRA please contact the plan administrator at the phone number found in the "ADMINISTRATIVE INFORMATION" section at the end of this plan description.

You may rollover a distribution that otherwise qualifies for direct rollover treatment, directly into a Roth IRA, even if it does not include a Roth account. You will want to seek professional tax advice, as this type of rollover distribution will be taxable to you. (It is designed to avoid the two step conversion process previously required to convert a non-Roth IRA into a Roth IRA after paying tax on the conversion.)

#### Loans

If you are an active Employee you may apply for a loan from the Plan. You should refer to the Plan's Loan Policy for details regarding these loans. Please contact a Participant Services Representative for a copy of the Loan Policy. You may request a loan on the Start Right website at <a href="https://www.startright.bokf.com">www.startright.bokf.com</a> or by calling a Participant Services Representative at 1-800-876-9557.

### In-Plan Roth Rollovers of Amounts Not Otherwise Distributable

If you have money in a non-Roth Account you may transfer the Account balance to a Roth (after-tax) Account under this Plan. Please note that the following conditions apply: 1) the minimum amount that may be transferred is \$1,000; 2) the transfers may only be made from accounts which are fully vested; and 3) you must be an active Eligible Employee at the time of the transfer.

If you transfer the payment to a designated Roth account in this Plan, the amount of the payment transferred (reduced by any after-tax amounts directly rolled over) will be taxed. However, the 10% additional tax on early distributions will not apply (unless you take the amount transferred out of the designated Roth account within the 5-year period that begins on January 1 of the year of the rollover). Any amount you transfer will retain the restrictions on distributions the Account had before the transfer.

### Inservice Withdrawals

Subject to any Plan Administrator procedures, you may receive an inservice withdrawal of your rollover Account.

You may receive an inservice withdrawal from your Account upon attainment of age 70-1/2 if you have not yet terminated employment.

#### **MISCELLANEOUS**

### **Domestic Relations Orders**

Your benefits under the Plan may be assigned to other people in accordance with a qualified domestic relations order. You may obtain, without charge, a copy of the Plan's procedures regarding qualified domestic relations orders from the Plan Administrator.

# Amendment and Termination

The Company may amend, terminate or merge the Plan at any time.

Fees

Your account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include, but are not limited to, investment expenses and costs to process plan distributions and domestic relations orders.

# Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

# Plan Year

The plan year ends on 12/31.

#### **ADMINISTRATIVE INFORMATION**

The Plan Sponsor and Plan Administrator is **Emergency Medical Services Authority**.

Its address is 1417 N. Lansing Tulsa, Oklahoma 74106-5906.

Its telephone number is <u>918-596-3153</u>.

Its Employer Identification Number is <u>73-1038915</u>.