



TELUS Health

Qualified Domestic Relations Order (QDRO) Procedures

Introduction

This package is being provided to assist you in the preparation of a Qualified Domestic Relations Order ("QDRO"). Enclosed is the QDRO Policy to Determine the Qualified Status of a Domestic Relations Order.

A QDRO (pronounced "quadro") is an abbreviated term for Qualified Domestic Relations Order. A QDRO is a court order that allows a spouse, former spouse, child or other dependent to receive all or a portion of an employee's defined contribution plan* due to a divorce, separation, or child support situation. For example, in a divorce situation the parties may wish to split the employee's defined contribution benefit so that the former spouse receives half of the account balance as of the divorce date or possibly a specific dollar amount from the account.

Under the law, the QDRO must contain specific information and must be approved by a court or authorized state agency and by the plan sponsor or other sponsor-appointed named fiduciary responsible for the administration of the plan (the Plan Administrator). A Domestic Relations Order (DRO) cannot be considered "qualified" and enforceable until both of these entities have approved the domestic relations order. A divorce decree, property settlement agreement, child support order, or other court document may indicate that a portion of the Participant's defined contribution benefit is to be given to an Alternate Payee (the spouse, former spouse, or child) but the Order *may or may not* meet the requirements of a QDRO and the Plan has no obligation to comply with these documents unless they are reviewed and determined to be "qualified" by the Plan Administrator.

Usually, an attorney or a QDRO specialist assists the marital parties in the preparation of a QDRO. This package is intended to assist all parties in the preparation of a QDRO for a defined contribution plan that will meet the requirements of the federal law as well as the requirements of the Plan. The enclosed policies and procedures will address such areas as: how to obtain specific account balance information that may be necessary to prepare the Order, the Plan's policy with respect to placing a restriction on the Participant's account, the procedures and process that will be followed in the review of any draft or court executed DRO, and other key definitions, policies and procedures. Please read this document carefully.

The qualification of a Domestic Relations Order is an administrative service that is provided by the QDRO Administrator. The QDRO Processing Package is being provided to assist the parties with the proper completion of a Qualified Domestic Relations Order. The QDRO Processing Package includes the Plan's procedures to determine the qualified status of a Domestic Relations Order and a Model Domestic Relations Order with instructions for completion. This Model Domestic Relations Order offers provisions that conform to the requirements necessary for an Order to be considered "qualified" under Internal Revenue Code Section 414(p), ERISA Section 206(d) and with respect to the benefit provisions of the defined contribution plan.

Use of the Model Domestic Relations Order may expedite the process of determining the qualified status of the Order and may help ensure that the provisions of the Order conform to the Plan and Plan rules. The drafting of Domestic Relations Orders generally requires professional assistance (such as from an attorney). The Plan and its agents cannot provide such specific advice to either party. Neither the Plan nor its agents are responsible for the advisability of the use of the Model Order in any particular instance; variants of the Model Order's provisions may, on occasion, be better suited to any particular case.

*A defined contribution plan is a plan such as a 401(k), a Money Purchase Pension Plan, a Profit Sharing Plan, Section 403(b) Retirement Plan, and Section 457 Retirement Plan.

The QDRO Administrator will furnish specific benefit information on the Participant's benefit under the following circumstances:

- Letter from Participant that requests benefit information
- Request for benefit information from another party, with the Participant's Authorization
- Subpoena requesting benefit information
- Joinder requesting benefit information
- Divorce Decree that specifically states a division of benefits in the Plan

All future inquiries regarding domestic relations matters, including requests for benefit information, should be sent to the address indicated below. The parties may contact the QDRO Administrator directly:

Phone:

866-272-6303

Fax:

844-886-8539

Email:

doc.review@telushealth.com

Or by mail to:

TELUS Health QDRO Administration

P.O. Box 534277

St. Petersburg, FL 33747

The Plan Administrator is either the Plan Sponsor or other person identified in the Plan Document. The QDRO Administrator is TELUS Health acting on behalf of the Plan Administrator. The Recordkeeper is Empower.

Procedures to Determine the Qualified Status of a Domestic Relations Order

The following QDRO Policy is provided in accordance with the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the Retirement Equity Act of 1984 (REA), the Internal Revenue Code of 1986, as amended (the "Code") and the Pension Protection Act of 2006. This QDRO Policy is used to determine whether any judgment, decree or order, including an approved property settlement agreement, issued pursuant to applicable state's domestic relations or community property laws, which contains provisions for child support, alimony payments or marital property rights of a spouse, former spouse, child or other dependent of a Participant (a "Domestic Relations Order" or "Order"), is a Qualified Domestic Relations Order ("QDRO") pursuant to the Code and ERISA.

(1) Notification to Participant and Alternate Payee

Upon receipt of a Domestic Relations Order, the Participant and the person named in the Order claiming an interest in the Plan (the "Alternate Payee") will be notified (at the addresses provided in the Order) of the receipt of the Domestic Relations Order. The Participant and Alternate Payee will be provided with a copy of the QDRO Processing Package, and will be notified of any determination with respect to the status of the proposed Order. The Participant and Alternate Payee may designate a legal representative (e.g., their attorney) to receive copies of the QDRO Processing Package and notices with respect to such Orders.

(2) Requirements as a Qualified Domestic Relations Order

Within a reasonable period of time following the receipt of an Order, the QDRO Administrator will determine whether the Order is a "Qualified Domestic Relations Order." In order to be considered "qualified" the Order must be an original or a "court certified copy" of a Court Executed Order and must contain the following information:

- The full name and last known mailing address of the Participant
- The full name and last known mailing address of the Alternate Payee
[For administrative purposes, the social security numbers and dates of birth of the Participant and the Alternate Payee should be provided to the QDRO Administrator either within the Order or under separate cover.]
- The amount or percentage of the Participant's benefit to be paid by the Plan to the Alternate Payee, or the manner in which such amount or percentage is to be determined.
- The number of payments or period to which the Order applies.
- The full name of the defined contribution plan to which the Order applies

The Order cannot require the Plan to provide for any of the following:

- A type or form of benefit, or any option, not otherwise provided under the terms of the applicable Plan
- A benefit in excess of the amount available to the Participant based on actuarial value under the terms of the applicable Plan
- Payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another Order previously determined to be a QDRO
- Cannot require the Plan to pay benefits to the Alternate Payee in the form of a qualified joint and survivor annuity for the lives of the Alternate Payee and his or her subsequent spouse

(3) Determination of Whether an Order Meets the Requirements of a Qualified Domestic Relations Order

Upon receipt of a Domestic Relations Order, the QDRO Administrator will review the Order to determine whether it is a Qualified Domestic Relations Order.

If the Order is determined to be qualified, a notice of qualification determination, along with an interpretative letter summarizing the terms of the QDRO will be provided to all Parties. At this point, the 30-day appeal period begins.

The QDRO Administrator will allow for a 30-day appeal period. This appeal period allows the Parties to review the qualification letter and make objections if applicable.

If no objections are received from either the Participant or the Alternate Payee regarding the qualification of the Order within thirty (30) days after the qualifying interpretive letter is sent to all Parties, the Plan Recordkeeper will be instructed to establish a separate account for the Alternate Payee based on the terms of the Order. A Party may object to the interpretive letter by providing one of the following documents to the QDRO Administrator:

- Notarized Statement signed by both the Participant and the Alternate Payee
- Court Executed Order to Vacate
- Restraining Order requiring the Plan not to act on the original Order

The 30-day appeal period can be shortened by the completion of a notarized *Waiver of Appeal Period* form by the Participant and the Alternate Payee. These forms will be provided to the Parties upon the qualification of a Domestic Relations Order.

Following the qualification of the Order and the expiration of the appeal period, the Plan Recordkeeper will be instructed to establish a benefit record for the Alternate Payee based on the terms of the Order. After the Alternate Payee's benefit record has been established, the Alternate Payee may contact the Plan Recordkeeper at the toll-free customer service number to obtain information regarding the commencement and form of benefit available under the Plan.

If Order is determined not to be qualified, the QDRO Administrator will notify all Parties advising of the deficiencies in the Order. The parties will then have an opportunity to revise the Order to meet Plan requirements and re-submit to the QDRO Administrator.

An Order will not be "conditionally" qualified if any item/issue in the Order is not clear or is missing. However, the QDRO Administrator may supplement the Order with appropriate factual identifying information that is easily obtainable by the QDRO Administrator, rather than rejecting the Order as not qualified.

The QDRO Administrator must receive a complete court certified copy of a court executed Order to qualify the Order. Emailed or faxed copies are accepted for Order review and qualification.

Parties seeking QDROs may not rely on the QDRO Administrator or any employees or agents of the QDRO Administrator for legal advice. The QDRO Administrator will only provide factual information concerning the Participant's benefits and the terms of the Plan. If any of the Parties are unsure as to the legal requirements for a QDRO, they should consult their legal advisors.

If a Participant dies after an Order is processed by the court, but before the Order is qualified by the Plan and before the Plan has distributed death benefits to any named beneficiaries, the QDRO Administrator will review the Order to determine if it is a QDRO based upon the requirements herein. If the Order is determined not to be qualified, death benefits, if applicable and as provided by the Plan, will be distributed to the Participant's named beneficiaries at the time of death. If the Order is determined to be a QDRO, the administrator will comply with the terms of the QDRO with respect to the Alternate Payee's assigned benefit, and unless the QDRO provides otherwise, any remaining benefit, if applicable and as provided by the Plan, will be distributed to the Participant's named beneficiaries at the time of death.

(4) Restriction on Participant's Account

Upon the QDRO Administrator's receipt of the following documents, a restriction will be placed on the Participant's benefit so that no amounts will be paid from the Plan for a period of up to 18 months. The restriction will prevent distributions, withdrawals and loans, but will not prevent investment changes otherwise permitted by the Plan.

- Draft Domestic Relations Order
- Court Executed Domestic Relations Order

- Property Settlement Agreement, Dissolution of Marriage or a Final Decree of Divorce that indicates a division of benefits in the Plan

The QDRO Administrator will also place a restriction on the benefit upon receipt of the following:

Type of Document Received	Length of Time
Restraining Order against the Plan	Until subsequent Order
Joinder	Until subsequent Order

The restrictions will be removed if any one of the following items is received:

- The Domestic Relations Order is qualified as a QDRO and a separate account has been established for the benefit of the Alternate Payee
- The QDRO Administrator receives a signed notarized “Waiver of Spouse’s Rights” form or “No Domestic Relations Matter Pending” form (forms are available from the QDRO Administrator)
- The QDRO Administrator receives a complete copy of a court-executed document (e.g., a Property Settlement Agreement, Order of Dissolution of Marriage or a Final Decree of Divorce) which clearly states that the Participant’s current or former spouse has waived spousal rights to benefits under the defined contribution plan
- Court Executed Order to Vacate
- The expiration of the restriction period described above

The following sections will describe the administrative policy for qualification of a Domestic Relations Order, Understandings and Conditions and Definitions of QDRO Terms.

(5) QDRO Policy for Qualification of a Domestic Relations Order

5.1 Account Balance - The Plan Recordkeeper will only provide daily account balance information from the date recordkeeping services began. If an allocation date is prior to the date the assets transferred to Plan Recordkeeper, the Domestic Relations Order will be rejected.

5.2 Vesting - If the Participant's account balance is less than 100% vested on the allocation date, in regard to the amount awarded to the Alternate Payee, the order must state if the amount awarded to the Alternate Payee is based on the vested or total account balance.

If a Participant's account balance is less than 100% vested on the allocation date stated in the Order, the Alternate Payee's awarded benefit will not accrue any subsequent vesting should the Participant's benefit further vest after the allocation date stated in the Order.

5.3 Division of Benefit - The following options are available for division of the defined contribution account:

- Percentage of a past date – percentage of the Participant's vested account balance as of a historical allocation date, for example: 50% of the Participant's vested account balance as of a specific date.
- Percentage of a current date – percentage of the Participant's vested account balance as of the date the account is divided, for example: 50% of the current market value of the Participant's vested account balance on the day the account is divided.
- Flat dollar amount of a past date- specific dollar amount from the Participant's vested account balance as of a historical allocation date, for example: \$2,500 of the Participant's vested account balance as of a specific date.
- Flat dollar amount of a current date – specific dollar amount from the Participant's vested account balance as of the date the account is divided, for example: \$2,500 of the current market value of the Participant's vested account on the day the account is divided.

5.4 Investment Earnings and Losses- The term earnings and losses means any increase or decrease in the value of the account due to interest, dividends, and/or market value changes. If an amount or percentage of the Participant's account is awarded as of a historical allocation date (e.g. 50% or \$2,000 as of a specific date), the Order should indicate whether or not investment earnings and losses should be applied to the amount or percentage from the historical date to the date the amounts are withdrawn from the Participant's account.

If the Order awards a benefit as of a historical allocation and does not specify whether earnings & losses will apply, the silent policy will be that the Alternate Payee will not receive earnings & losses. The Parties should keep in mind that an awarded amount may increase in value or it may decrease in value when earnings and losses are applied.

5.5 Loans - If the Participant's account reflects an outstanding loan on the date the balance is to be divided and the division of benefits is in the form of a percentage of an account balance, the Order should indicate whether the outstanding loan balance is to be included or excluded in determining the amount that is subject to division.

For example, if the Alternate Payee is awarded 50% and the Participant has a \$10,000 total account balance consisting of a \$2,000 outstanding loan and \$8,000 in the active account(s), the Order should indicate whether the Plan includes the loan before dividing the benefit (50% of \$10,000) or *excludes* the loan before dividing the benefit (50% of \$8,000).

If the Order is silent as to whether the outstanding loan balance will be included or excluded in determining the amount that is subject to division, the outstanding loan balance will be **excluded** in the benefit calculation.

5.6 QDRO Determination Fee: The Plan may incur expenses for the processing and determination of a Domestic Relations Order. The Order must address how the fee will be allocated to the Parties' portions of the benefit. Please Note: If the Order awards the Alternate

Payee 100% of the Participant's benefit, the Order must also allocate 100% of the QDRO fee to the Alternate Payee's allocated portion.

5.7 Pro Rata Distribution - The Alternate Payee's allocated portion will be taken proportionately from all investment funds for which the Participant has a vested account balance.

5.8 Method of Payment – The Plan Administrator will establish a separate account for the benefit of the Alternate Payee. The value of securities withdrawn from the Participant's vested account balance shall be based on the daily price on the day the moneys are actually removed from the Participant's account. The QDRO allocated portion will be taken proportionately from all sources and investment funds for which the Participant has a vested account balance (excluding any outstanding loan balance) and invested based on the following:

- The Alternate Payee's allocated funds will be taken proportionately from all available funds in which the Participant has a vested account balance. Once the separate account is established for the Alternate Payee, his/her funds will be invested in the same investment funds as the Participant's and will be subject to market fluctuations until such time that the Alternate Payee accesses the account and makes investment elections and/or withdraws the funds.

OR

- The Alternate Payee's allocated funds will be taken proportionately from all available funds in which the Participant has a vested account balance. Once the separate account is established for the Alternate Payee, his/her funds will be invested in a Guaranteed / Money Market account until such time that the Alternate Payee accesses the account and makes investment elections and/or withdraws the funds.

Once the separate account has been established, the Alternate Payee will be entitled to perform investment transfers in accordance with Plan provisions. The Alternate Payee can maintain a separate account in the Plan but will **not** be entitled to loans.

5.8 Death of the Alternate Payee - In the event of the death of the Alternate Payee after the qualification of the Order but before the awarded amount is allocated to the Alternate Payee, the Plan shall allocate the awarded amount into an account on behalf of the deceased Alternate Payee and permit distribution of such account balance from the Plan as if the deceased Alternate Payee had been an unmarried Plan Participant at the time of death.

5.9 Death of the Participant – Upon qualification of an Order, if the Participant predeceases the Alternate Payee, the death shall have no effect on the amount awarded to the Alternate Payee under the terms of the Order.

(6) Understandings and Conditions

6.1 Federal Tax Treatment - For purposes of Section 402(a)(1) of the Code, an Alternate Payee who is a spouse or former spouse of the Participant shall be treated as the distributee for any distribution relating to the division of marital property or alimony under the terms of an Order. As such, the Alternate Payee will be required to pay the appropriate Federal Income Tax on such distributions. Any tax basis of any distribution to the Alternate Payee shall be on a proportionate basis pursuant to Section 72(m)(10) of the Code. This paragraph is not intended to constitute legal or tax advice. Parties are encouraged to consult with legal and tax advisors with respect to these issues.

6.2 Incorrect Payments - In the event the Plan incorrectly pays to the Participant or the Alternate Payee any benefits that are the property of the other party pursuant to the terms of this Order, such party shall immediately reimburse such payments directly to the Plan to allow the Plan to correct the error.

6.3 Name and Address - The Participant and the Alternate Payee must advise the QDRO Administrator, the Plan Recordkeeper and the Plan Administrator of any changes in their mailing address or legal name as set forth in the Order.

6.4 Notice of Prior Order - It is the responsibility of the Alternate Payee and Participant to advise the QDRO Administrator, before the determination of the "qualified status" of the Order, if any prior Orders exist which purport to dispose of or assign the benefits described in the Order.

6.5 Terms - Terms used in the Order shall have the same meaning as in the Plan unless the Order specifically provides otherwise.

6.6 QDRO Determination Fee - The Plan will incur expenses for the processing and determination of a Domestic Relations Order. These fees may be deducted from the Participant's current account balance.

6.7 Plan Name Changes - Any Order shall be deemed applicable to the Plan designated in that Order and to any successor employer Plan or any other Plan to which liability for payment of the benefit may be transferred. Changes in the Plan Sponsor, Plan Administrator or name of the Plan shall not affect the terms of the Order.

6.8 Remarriage - The subsequent remarriage of either party shall not affect the allocation of pension benefits as described in the Order unless otherwise stated in the Order.

(7) Definitions

7.1 Participant will mean an employee or former employee of the Employer that has a vested benefit under the Plan.

7.2 Alternate Payee will mean a spouse, former spouse, child or other dependent of the Participant.

7.3 QDRO Parties will mean the Alternate Payee and the Participant, and legal representatives.

7.4 Plan Administrator will mean either the Plan Sponsor or other person(s) identified in the Plan document.

7.5 QDRO Administrator will mean TELUS Health acting on behalf of the Plan Administrator. The QDRO Administrator can be reached at the following address:

TELUS Health QDRO Administration
P.O. Box 534277
St. Petersburg, FL 33747

Or, you may call the **QDRO Administrator at 866-272-6303** between 9:00 a.m. and 4:00 p.m. Eastern Time. The fax number is **844-886-8539**.

Or by email to qdroprocessing@telushealth.com

7.6 Determination Period will mean the 18-month period beginning with the date (after the Plan's receipt of the Order), and ending on the earlier of the 18-months or the date on which the first payment would be required to be made to an Alternate Payee.

7.7 Draft Order will mean an Order that has not yet been entered by a court of competent jurisdiction. A Draft Order may be submitted to the QDRO Administrator for review prior to its being entered by the court.

7.8 Domestic Relations Order will mean an Order, (e.g. a Property Settlement Agreement, Dissolution of Marriage, Divorce Decree, Domestic Relations Order) duly entered by a court of competent jurisdiction, which creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, all or a portion of the benefits payable with respect to the Participant under the Plan.

7.9 Qualified Order or QDRO will mean an Executed Order that meets the qualification requirements as specified in this document, as determined by the QDRO Administrator.