

***NHRS Required QDRO Template (Participant Not Retired on Date of Order)***



**New Hampshire Retirement System**  
**54 Regional Drive, Concord, NH 03301**  
**Phone: (603) 410-3500 - Fax: (603) 410-3501**  
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**DOMESTIC RELATIONS ORDER**

Re: \_\_\_\_\_ vs \_\_\_\_\_  
*(Name of Plan Participant)* *(Name of Alternate Payee)*

**PREAMBLE**

It is the intent of this Court that the provisions of this Domestic Relations Order (“DRO”) operate as an effective assignment to the Alternate Payee of a share of the Plan Participant’s interest in the Plan in accordance with Sections 401(a)(13)(B) and 414(p)(1)(B) of the Internal Revenue Code (“IRC”). This DRO is issued pursuant to the provisions of NH RSA 458 that relate to the division of marital property or any similar laws of another state.

Nothing contained in this DRO shall be construed to require the Plan to either (1) make any payments to the Alternate Payee unless this DRO is determined by the Plan to be a Qualified Domestic Relation Order (“QDRO”) as provided in IRC Section 414(p)(1)(A); (2) provide to the Alternate Payee any type or form of benefit that is not otherwise available to the Participant under the Plan; or (3) pay any benefits to the Alternate Payee that are required to be paid to any person pursuant to another legally valid QDRO that takes precedence over this DRO.

1. Plan. This DRO shall apply to the New Hampshire Retirement System. The Plan Administrator is the New Hampshire Retirement System, 54 Regional Drive, Concord, NH 03301

2. Plan Participant.

Name:

Address:

3. Alternate Payee.

Name:

Address:

4. Marital Period. Start Date: End Date:

5. Alternate Payee's Interest. The Alternate Payee is assigned a monthly annuity benefit in either of the two options below:

a. Percentage Interest.

i. Regular Annuity. A portion of the monthly annuity benefit otherwise payable to the Participant in an amount equal to the percentage designated below.

Alternate Payee's Percentage Interest                      %

The following calculation formula shall apply in determining the Alternate Payee's benefit amount (check one):

NHRS Formula

Hodgins Formula

ii. Additional Annuity. The Alternate Payee is also entitled to receive the following percentage of any "additional annuity" payable to the Participant:                      %

b. Fixed Amount. A monthly amount equal to: \$

The Fixed Amount shall be paid for the following period of time:

Participant's Lifetime

Fixed Term

a. Length of Fixed Term:                      Months

b. Maximum Cumulative Fixed Amount: \$

6. Timing of Payments. Any monthly benefits payable to the Alternate Payee shall be made commencing with the first monthly benefit payment after the Plan qualifies this Order as a QDRO. Payments shall be made if the Participant is entitled to receive a monthly benefit. If the Participant elects a lump sum distribution of the Accumulated Contributions (as defined in RSA 100-A:1, XIX), in lieu of an annuity benefit, the provisions of Section 7 below shall apply.

7. Distribution of Accumulated Contributions. If the Participant elects to receive a lump sum distribution of Accumulated Contributions pursuant to RSA 100-A:11 in lieu of a retirement annuity; or, if there are accumulated contributions to be distributed upon the death of the Participant, the Alternate Payee is entitled to a portion of such lump sum distribution as follows:

A percentage of interest based on the percentage designated in Section 5.a. above taking into account the formula selected.

A fixed amount equal to the lesser of such remaining Accumulated Contributions or an amount equal to the Maximum Fixed Amount Payable minus the cumulative fixed amounts paid, each as provide in Section 5.b. above.

8. Refund of Additional Contributions. If the Participant is entitled to receive a distribution of Additional Contributions, the Alternate Payee is entitled to receive a percentage of such distribution as follows:

Alternate Payee's Percentage Interest                      %

9. Pre-Retirement Death Benefits – Accidental Death. Should the Participant die prior to retirement due to a work related injury or illness, the Alternate Payee is entitled to the following percentage of any pre-retirement death benefits payable pursuant to RSA 100-A:8, I(a) or II(a), with the understanding that no such lump sum benefit will be payable if any of the beneficiaries that are statutorily designated (spouse at time of death, minor children or dependent parents) survive the Participant.

Alternate Payee's Percentage Interest                      %

10. Pre-Retirement Death Benefits – Ordinary Death. Should the Participant die prior to retirement due to an injury or illness that is not work related, and is survived by the Alternate Payee, the Alternate Payee is entitled to the following percentage of any lump sum pre-retirement death benefits payable pursuant to RSA 100-A:9, III or IV.

Alternate Payee's Percentage Interest                      %

11. Survivor Option Benefits. Upon retirement, the Participant is required to select one of the following survivor options pursuant to RSA 100-A:13, III and designate the Alternate Payee as the beneficiary of such survivor option.

Option 1, with a designation of the Alternate Payee as beneficiary for the percentage or amount designated in Section 7 with respect to the return of accumulated contributions and interest thereon.

Option 2, with the Alternate Payee designated as the 100% beneficiary of the 100% survivor option benefit.

Option 3, with the Alternate Payee designated as the 100% beneficiary of the 50% survivor option benefit.

Option 4, with the Alternate Payee designated as the 100% beneficiary of the other survivor option benefit as determined thereunder.

The Alternate Payee is not entitled to any survivor option benefit.

The Alternate Payee shall pay \_\_\_\_\_ % of the cost of any option selected.

The survivor option selected  may or  may not be terminated upon the remarriage of the Alternate Payee.

12. Cost of Living Adjustment (COLA). The Alternate Payee  shall or  shall not be entitled to receive a pro rata share in any COLA payable by the Plan to the Participant based on the Alternate Payee's percentage benefit as specified herein in Section 5.a., it being understood that, if a Fixed Amount is specified pursuant to Section 5.b., then no amount of any COLA will be payable to the Alternate Payee.
13. Acknowledgement. The parties acknowledge that any monthly annuity benefit to which the Alternate Payee is entitled that is expressed as a percentage of the benefit the Participant is otherwise entitled to, or any survivor benefit with respect thereto, shall be determined based upon the benefit calculations as provided under RSA 100-A, *et. seq.*, taking into account any reductions thereto, including but not limited to, (a) early retirement benefits under RSA 100-A:5; (b) restoration of service under RSA 100-A:7, I; (c) offsets relating to limits on working after retirement under RSA 100-A:7, II; (d) offsets relating to the gainful occupation provisions under RSA 100-A:6, III(b)(1); (e) offsets relating to worker's compensation benefits under RSA 100-A:6; or, (f) any application of the split-benefits rules under RSA 100-A:19. In the case of any Fixed Amount payable under Section 5.b. above, in no event shall the Alternate Payee be entitled to an amount in excess of the maximum benefit payable taking into account any reductions described in the previous sentence.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Alternate Payee's Signature

\_\_\_\_\_  
Attorney for Participant, if applicable

\_\_\_\_\_  
Attorney for Alternate Payee, if applicable

\_\_\_\_\_  
Attorney's Address

\_\_\_\_\_  
Attorney's Address