

**SOUTHERN CALIFORNIA IBEW-NECA HEALTH TRUST FUND
AFFIDAVIT & DECLARATION
OF
DOMESTIC PARTNERSHIP FOR ENROLLMENT IN PLAN (SAME SEX)**

We, the undersigned, acknowledge receipt of the Rules of Eligibility for Domestic Partners as established by the Trustees of the Southern California IBEW-NECA Health Trust Fund (hereinafter "Fund"), reviewed those Rules and understand the limitations on initial eligibility and continuing eligibility contained therein and acknowledged that the Trustees of the Fund have the authority to amend those Rules at any time.

We declare under penalty of perjury:

- (1) We are both eighteen (18) years of age or older.
- (2) We share a close personal relationship and are responsible for each other's common welfare.
- (3) We are each other's sole domestic partner.
- (4) Neither of us are married nor have we been married or had another domestic partner within the prior six (6) calendar months.
- (5) We are not related by blood to the extent that would bar our marriage in the State of California.
- (6) We share the same regular permanent residence with the intent to do so indefinitely.
- (7) We have agreed to be responsible for each other's basic living expenses which are the cost of basic food, shelter and any other living expenses of a domestic partner.
- (8) We are at this time competent to consent to a contract of domestic partnership and were so mentally competent when our domestic partnership commenced.
- (9) We understand that under applicable Federal and State Income Tax Law, coverage afforded the non-employee domestic partner will result in an additional taxable income to the employee and understand that a Form 1099 shall be issued to the employee participant reflecting the value of coverage afforded under the Fund. The undersigned employee participant agrees he or she shall report the value of such income as taxable income on their Federal and State Income Tax returns and shall pay the Federal and State taxes applicable to that amount including but not limited to the employee's share of Social Security and Medicare taxes.
- (10) We understand and acknowledge that the domestic partner will not be treated as an eligible dependent for purpose of the Plan's Federal COBRA program and that the domestic partner's only right to continuing coverage following loss of eligible dependent status shall be that provided in the contract of any Health Maintenance Organization program in which we may be enrolled at the time the domestic partner loses eligibility.
- (11) We acknowledge that in no event shall the dependents of an eligible dependent domestic partner, other than the employee, be eligible dependents under the Plan.
- (12) Each of us understands that if either of us has made a false statement regarding our domestic partner status or has failed to comply with the Rules of the Fund and the Fund suffers any loss

thereby, the Fund may bring a civil action against either or both of us to cover its losses, including reasonable attorneys fees and court costs or at its sole option, may off-set prospective benefits otherwise properly payable to either of us in order to recover such loss.

- (13) Each of us understands that in addition to the eligibility requirements of the Fund related to domestic partner coverage, there are other Rules applicable to eligibility which shall govern our initial and continuing eligibility for benefits and that there are provisions within provider agreements that the Fund has entered into in order to supply benefits which may limit various rights, for example and without limitation, (1) a requirement that each of us arbitrate any and all claims, including malpractice claims against the Health Plan we choose to enroll in and its related organizations and providers, and, (2) the right of the Health Care Plan selected to terminate coverage on the grounds set forth in the service agreements, including without limitation, termination due to fraud or misrepresentation of eligibility. By executing this Declaration, each of us agree to be bound by the terms and conditions of coverage of the health care plan selected, as set forth in the applicable service agreement.
- (14) Each of us agrees to immediately notify the Fund in writing if we terminate our domestic partnership and acknowledge we shall both be responsible for all losses to the Fund, including reasonably attorneys' fees and court costs, should either of us so fail to notify the Fund.
- (15) We understand that it is a federal crime to make a material misrepresentation to the Fund in order to secure coverage.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Affidavit and Declaration of Domestic Partnership was executed on _____, _____, 20____, at _____, California.

Signature of Domestic Partner

Name

Signature of Employee Participant

Name

(Notarization Form)

Notary Public