



Musicians Health Fund

322 West 48th Street, New York, NY 10036

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DOMESTIC PARTNER BENEFITS PROGRAM

(Restated as of February 2012)

The Local 802 Musicians Health Fund offers health benefits to Participants' "Domestic Partners" (which is defined to include partners who meet the requirements set forth below, civil union partners and same-sex spouses) and their eligible dependent children, subject to: (i) satisfaction of the eligibility requirements described below and the terms of the Fund's plan; (ii) applicable prevailing law governing the recognition of domestic partnerships, civil unions and same-sex marriages; and (iii) the tax implications for extending health benefits to such persons, where applicable.

1. Definition of Domestic Partners.

The Local 802 Musicians Health Fund (the "Fund") defines Domestic Partners as two individuals who:

- are at least 18 years of age;
- are of the same or opposite sex;
- are not married to, or legally separated from, another individual, and are not in a domestic partner relationship with any other individual;
- are not related by blood to a degree of closeness that would prohibit marriage in their state of residence;
- have lived together in the same residence for at least six months prior to the application for benefits and who presently intend to live together indefinitely;
- are financially interdependent, which must be demonstrated by evidence of at least two (2) of the following:
 - joint bank account, investment account or credit account
 - joint mortgage or lease
 - joint obligation on a loan
 - joint ownership of a residence
 - common household expenses (e.g., utility or telephone bills)
 - execution of wills naming each other as executor and/or beneficiary
 - designation of each other as beneficiaries on life insurance policy or retirement benefits
 - granting each other durable powers of attorney or health care powers of attorney
 - other joint financial responsibility
 - registration as domestic partners (in states that provide for such registration)

Same-Sex Marriages and Civil Unions: For purposes of this Policy and the Plan, the term "Domestic Partner" also includes two people of the same gender who: (i) are legally married in a state that recognizes such marriages (currently, California (with respect to marriages performed between June 16, 2008 and November 5, 2008), Connecticut, the District of Columbia, Iowa, Massachusetts, New Hampshire, New York and Vermont), provided that they submit to the Fund an official marriage certificate issued by such state; or (ii) are parties to a civil union in a state that recognizes such unions (currently, Delaware, Hawaii, Illinois, New Jersey and Rhode Island), provided that they submit to the Fund an official civil union certificate issued by such state. Same-sex partners who are married or are parties to a civil union need not provide the Fund with evidence of financial interdependence, provided that they submit to the Fund their marriage certificate or civil union certificate.

Children of Domestic Partners: An eligible dependent child of a Domestic Partner is his or her child who satisfies the Plan's age and other eligibility requirements established for Participants' stepchildren. An eligible dependent child of a Domestic Partner may only be enrolled for coverage under the Plan if the Domestic Partner is enrolled for coverage under the Plan.

2. Enrollment Procedure.

A Fund Participant may enroll a Domestic Partner and his/her eligible dependent children for coverage under the Fund by submitting to the Fund Office a completed and signed Affidavit of Domestic Partnership (which must be notarized) along with the required proof (e.g., marriage certificate, civil union certificate, proof of financial interdependence, birth certificate for child, etc), and a completed enrollment form obtained from the Fund Office. Enrollment of a Domestic Partner (and child) must occur at one of the following times:

- (i) when the Participant first becomes enrolled in the Fund for him/herself,
- (ii) during the Fund's annual enrollment period,
- (iii) within 30 days of marriage or entering into a civil union,
- (iv) within 30 days of the birth or adoption of a child of the Domestic Partner (provided that the Domestic Partner is enrolled for coverage either before or at that time), or
- (v) within 30 days of the individual's loss of other coverage, provided that sufficient proof of loss is provided to the Fund Office.

Coverage will be effective in accordance with the Fund's enrollment rules.

Important Note Regarding Penalties for Providing Incorrect or Incomplete Information: *If the Fund (or its designee) determines that a Fund Participant or Domestic Partner has committed fraud or made an intentional misrepresentation of a material fact (including, for example, in the Affidavit or enrollment forms; in a benefit claim or appeal; in response to any request for information by the Fund (or its designee); or by failing to timely notify the Fund of the termination of a Domestic Partnership (including a divorce or dissolution of a civil union) within 30 days of such termination, divorce or dissolution), coverage may be terminated retroactively on thirty (30) days written notice. Coverage may also be terminated retroactively and without notice (unless required by law) if the Fund (or its designee) determines that the Domestic Partner or child is ineligible for coverage under the Plan and such retroactive termination would not be considered a "rescission" under applicable federal law.*

If coverage is terminated retroactively, the Participant and Domestic Partner will be required to reimburse the Fund, its insurers and agents for any expenditures made by them for benefit claims, processing fees, administrative charges and all other costs (including interest and any attorneys' fees incurred in order to collect such amounts) on behalf of a Domestic Partner and his or her child. In addition, the Participant may be subject to further action (such as termination of coverage).

3. Domestic Partner Coverage and Important Tax Consequences.

Domestic Partners of Fund Participants (and their eligible children) are eligible for *self-pay* health coverage on the same basis as spousal (and dependent child) coverage is provided under the Fund.

However, the Internal Revenue Service ("IRS") generally does not recognize domestic partners, civil union partners or same-sex spouses (or their children) as eligible dependents under the Internal Revenue Code's provisions regarding employer-sponsored health plans. Therefore, unless the Participant's Domestic Partner (or child) is the Participant's "dependent" as defined in Section 105(b) of the Internal Revenue Code, the fair market value of the health coverage provided by the Fund to the Domestic Partner and his or her children will be included in the Participant's gross income, subject to Federal income tax withholding and employment taxes, and will be reported by the Fund on an IRS Form W-2. The value of the coverage may also be subject to State and City income tax depending on the applicable state and locality.

A Participant who enrolls a Domestic Partner (and his or her child) for coverage under the Fund will receive an IRS Form W-2 reflecting the value of the coverage provided by the Fund (as determined in the Fund's discretion, and as may be changed from time to time without prior notice). In addition, the Fund will pay the taxes for the Participant on the amount included in income. Therefore, the Participant should not have to pay additional out of pocket taxes due to the fact that Domestic Partner coverage is taxable to the Participant. The Fund generally calculates the fair market value of Domestic Partner coverage using the applicable COBRA rate (not including the 2% administrative fee).

Accordingly, as an example using the Fund's current rates, if a Participant covers his Domestic Partner for Plan A+ without hospitalization coverage, then **[\$198]** per month would be imputed as income to the Participant, plus the value of taxes paid by the Fund on the imputed income. This is calculated as follows: **[\$398]** per month (i.e., the individual COBRA rate for Plan A+ without hospitalization coverage, without the administrative fee) *minus* \$200 per month (i.e., the amount the Participant pays to the Fund for the Domestic Partner's coverage), *equals* **[\$198]** (i.e., the value of the Domestic Partner coverage that is paid for by the Fund and imputed to the Participant).

If you believe that your Domestic Partner or his/her child qualifies as your dependent under the Internal Revenue Code, you must submit a notarized certification to the Fund Office. In general, in order to qualify as your dependent, the individual: (i) must be a member of your household during the entire taxable year, and (ii) must receive more than half of his or her support from you. We strongly encourage you to consult with a tax advisor regarding all of the requirements for dependent status before completing such a certification.

4. Termination of Domestic Partner Coverage.

Coverage extended to a Domestic Partner and his/her eligible children will end on the earliest to occur of the following:

- on the date that the Participant's coverage under the Plan ends for any reason (including the Participant's death);
- when the child loses eligibility under the terms of the Plan;
- when the Participant fails to timely pay the required contributions for such coverage in accordance with the Fund's rules;
- when the Participant voluntarily dis-enrolls the Domestic Partner and child from coverage at any time, by providing written notice to the Fund Office; or
- when the partners no longer satisfy the requirements of a Domestic Partnership as described in this Policy and the Declaration (or, in the case of a marriage or civil union, when the parties have divorced or dissolved their civil union), in which case coverage will end on the last day of the month in which the parties no longer satisfy the requirements for a Domestic Partnership, or on the date of the divorce or dissolution of their civil union. *You must notify the Fund Office in writing within 30 days of the date that the parties no longer satisfy the requirements of a Domestic Partnership (or within 30 days of a divorce or dissolution of a civil union, in those cases). In cases of divorce or dissolution of a civil union, the Participant must provide the Fund Office with a copy of divorce decree or dissolution certificate within 30 days of the divorce or dissolution.*

Important Note: Upon termination of coverage, a Domestic Partner and his/her children will only be entitled to federal COBRA continuation coverage *if the Participant is eligible for and receiving COBRA coverage for him/herself*. However, New York State continuation coverage may be available to a same-sex spouse (and his or her child) under certain circumstances upon a loss of the *insured hospitalization coverage* provided by the Fund.

Note: A Participant may not enroll a *new* Domestic Partner for coverage under the Plan within twelve (12) months of the termination of another Domestic Partner's coverage, except in cases of a new marriage or civil union.

5. Modification, Termination and Interpretation.

The Fund's Board of Trustees reserves the right, in its sole and absolute discretion, to amend, modify or terminate this Policy and the coverage provided pursuant to this Policy (as well as all of the other terms of the Plan), in whole or in part, at any time and for any reason. The Board of Trustees (and its designees) also has the sole and absolute discretionary authority to interpret and administer the Plan, including this Policy and the coverage provided pursuant to this Policy, as it may be amended from time to time.

6. Confidentiality.

All Participant and enrollment information relating to coverage under the Fund pursuant to this Policy will be kept in a manner consistent with other confidential material maintained by the Fund, to the extent required by applicable law.



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AFFIDAVIT OF DOMESTIC PARTNERSHIP

(including same-sex couples who are married or parties to a civil union)

We, _____, member-Participant, and
_____ ("Domestic Partner") submit this Affidavit for the
purpose of obtaining health coverage for Domestic Partner under the Local 802 Musicians
Health Fund (the "Fund").

We declare and acknowledge that we: *(check one (1) box)*

are married in accordance with the laws of the State of _____ (and we
have enclosed a copy of our marriage certificate)

OR

are civil union partners in accordance with the laws of the State of
_____ (and we have enclosed a copy of our civil union certificate)

OR

satisfy the following requirements:

- are each at least 18 years of age;
- are mentally competent to consent to contract;
- are not related by blood to a degree of closeness that would prohibit marriage in our state of residence;
- are not married to (or legally separated from) another individual, and are not in a domestic partner relationship with any other individual;
- have been living together on a continuous basis for at least six months prior to the date of this Affidavit and presently intend to reside together indefinitely; and
- are financially interdependent, as evidenced by at least two (2) of the following (proof of which is attached hereto): (1) ownership of a joint bank account or investment account, (2) ownership of a joint credit account, (3) joint mortgage or lease, (4) joint obligation on a loan, (5) joint ownership of a residence, (6) common household expenses (e.g., utility or telephone bills), (7) execution of wills naming each other as executor and/or beneficiary, (8) granting each other durable powers of attorney, (9) granting each other health care powers of attorney, (10) designating each other as

beneficiary on life insurance or under a retirement benefit account or plan, (11) other joint financial responsibility; or (12) registration as domestic partners (for residents in states that provide for such registration).

We understand that the Fund reserves the right, in its sole and absolute discretion, to require the submission of additional information and/or documentation for the purpose of establishing the existence of a Domestic Partnership at any time.

We further understand that:

(1) coverage for the Domestic Partner and child(ren) will end at the end of the month in which the parties no longer satisfy the requirements of a Domestic Partnership (attested to in this Affidavit), including due to divorce or dissolution of a civil union. We agree to notify the Fund Office in writing within thirty (30) days of any change in the information attested to in this Affidavit, including a divorce or dissolution of a civil union.

(2) coverage for a Domestic Partner and child(ren) will also end (i) when the Participant's coverage ends for any reason, (ii) when the required premiums for the Domestic Partner's or child's coverage are not timely paid by the Participant, or (iii) when the Participant voluntarily terminates the Domestic Partner's and child's coverage. In addition, coverage for a Domestic Partner's child will end when the child loses eligibility under the terms of the Plan.

(3) when coverage ends for any reason, the Domestic Partner and his/her child(ren) will not be entitled to federal COBRA continuation coverage unless the Participant is receiving COBRA coverage, but New York State continuation coverage may be available to a same-sex spouse (and his or her child) under certain circumstances upon a loss of the *insured* hospitalization coverage provided by the Fund.

(4) coverage for the Domestic Partner or child may be terminated prospectively without notice if the Fund determines that the Domestic Partner or child is ineligible for coverage under the Plan. In addition, if either of us commits fraud or makes an intentional misrepresentation of a material fact (including, for example, in this Affidavit or in enrollment forms; in response to any request for information by the Fund or its designee; or by failing to timely notify the Fund of the termination of a Domestic Partnership, coverage may be terminated retroactively upon thirty (30) days written notice. Coverage may also be terminated retroactively and without notice (unless required by law) if the Fund or its designee determines that the Domestic Partner or child is ineligible for coverage under the Plan and such retroactive termination would not be considered a "rescission" under applicable federal law. We further understand that if coverage is terminated retroactively, we will be required to reimburse the Fund, its insurers and agents for any expenditures made by them for benefit claims, processing fees, administrative charges and all other costs on behalf of the ineligible person(s).

* * *

We are voluntarily completing this Affidavit. We have read and acknowledge the rules applicable to this coverage. We have considered the consequences of this election and we acknowledge that we are solely responsible for any such consequences, whether or not they are intended. We understand that we would be well-advised to consult an attorney regarding the possibility that the filing of this

Affidavit may have certain legal consequences, since some jurisdictions may view this document as a means of establishing property or status rights.

We affirm, under penalties of perjury, that the statements made in this Affidavit are true and correct to the best of our knowledge and belief.

Participant:

Domestic Partner:

Print Name

Print Name

Address

Address

Address

Address

Date of Birth

Date of Birth

Signature

Signature

Notary Public

Sworn to before me this _____ day
of _____, 20__.

Signature of Notary Public: _____