

NYSCALA WELFARE TRUST FUND
APPLICATION FOR DOMESTIC PARTNER COVERAGE

1. Complete and Sign the **Application for Domestic Partner Coverage**. Please read each question carefully and print all required information. Be sure to answer all applicable questions. This will avoid delay in processing your application.
2. Complete and Sign the **Affidavit of Domestic Partners**
3. Complete and sign the **Declaration of Financial Interdependence**

Mail the completed application with proof of age for yourself and for your domestic partner along with the signed and executed affidavits to:

CALA WELFARE TRUST FUND
c/o Administrative Services Only, Inc.
303 Merrick Road, Suite 300,
Lynbrook NY 11563,

PERSONAL DATA

Participant Name: _____ Soc Sec No. --

Address: _____ City: _____ St _____ Zip: _____

Date of Birth: // (Attach proof of age)

Telephone: _____

Are you legally married? Yes No

Name of Domestic Partner: _____

Date of Domestic Partner's Birth: // (Attach proof of age)

Domestic Partner's Soc Sec No. --

If your domestic partnership terminates, you must notify the Fund Office within 31 days of such termination by filing Statement of Termination of Spousal Equivalency. This Statement affirms that the spousal equivalency status is terminated as of its date of execution and that you have mailed a copy of this statement to your domestic partner. After such termination you must wait at least 12 months before applying for domestic partner coverage, unless it is for the same domestic partner.

Coverage for your Domestic Partner begins the next Coverage Period after the Fund Office receives the Affidavit of Domestic Partner along with supporting information.

If you lose health coverage due to a reduction in hours, you may continue to self-pay the premiums for yourself and your domestic partner for a period of time under the Plan's COBRA rules. COBRA coverage is not available to your domestic partner upon your death or the termination of your relationship

Participant Signature

Date

**NYSCALA WELFARE TRUST FUND
AFFIDAVIT OF DOMESTIC PARTNERS**

I, _____, am the domestic partner of _____ and
Your Name Participant's Name

I, _____, am the domestic partner of _____
Participant's Name Your Name

We depose and declare as follows:

1. We are both at least 18 years of age and mentally competent to consent to contract;
2. We are each other's sole spousal equivalent and intend to remain so indefinitely;
3. We are not related by blood closer than which would otherwise prohibit legal marriage in the state in which you legally reside;
4. We have been living together on a continuous bases for twelve months prior to the date of this affidavit and intend to live together indefinitely;
5. We are committed to each other's common welfare and are mutually responsible for basic living expenses; and
6. Please check which applies

We have registered as domestic partners in our municipality (and we have attached a copy of our registration).

Or

We live in _____, _____ where there is no domestic partner registry
City St

(and we have attached a completed Declaration of Financial Independence.)

7. We understand that unless we present proof that the domestic partner is financially dependent on the participant within the meaning of the Internal Revenue Code Section 152, the benefits will be taxable as wages (subject to withholding, FICA and FUTA) in the amount of the value of such coverage. We agree to notify the CALA WELFARE TRUST FUND if there is any change in the information attested to in this affidavit.

Print Name

Print Name

Signature

Signature

On this _____ day of _____,

came _____ and _____ to me known to be the persons described above, who executed the foregoing statement before me under oath.

Notary Public

Date

NYSCALA WELFARE TRUST FUND
DECLARATION OF FINANCIAL INTERDEPENDENCE

We, the undersigned domestic partners, are financially interdependent.

We submit the following two (2) items of proof that may provide evidence sufficient to show financial interdependence:

- We jointly appear as co-tenants on the lease for our residence.**
(Lease with both names)

- We jointly own our residence.**
(Deed or other sale/transfer document with both names, mortgage naming the participant and Domestic Partner as joint obligors for a common resident)

- We have a joint bank account, brokerage or investment account**
(Statement with both names, Check with both names, Passbook with both names, brokerage account document with both names, investment account with both names)

- We keep a common household**
(utility bills in both names for a common residence (e.g., telephone bills, electric bills, joint public assistance budget, etc.)

- We have executed will(s) naming one of us as the primary beneficiary of the other.**
(Copy of will or wills, with each party naming the other as beneficiary and/or executor)

- At least one of us has designated the other as the primary beneficiary under a retirement benefit account.**
(Copy of beneficiary designation form with one party designating the other as beneficiary)

- At least one of us has designated the other as the primary beneficiary under a Life Insurance Policy**
(Copy of beneficiary designation form with one party naming the other as beneficiary)

The Trustees have the discretion to consider any other documents as satisfactory evidence of financial independence. Please set forth below a description of such documents and attach copies.

- Other item of proof as is sufficient to establish economic interdependence under the circumstances of the particular case (specify)**

All determinations of whether a particular item is acceptable to prove financial independence shall be made by the Plan Administrator, in its sole and absolute discretion.

Print Name

Print Name

Signature

Signature

On this _____ day of _____,

came _____ and _____ to me known to be the persons described above, who executed the foregoing statement before me under oath.

Notary Public

Date

NYSCALA WELFARE TRUST FUND

c/o **ADMINISTRATIVE SERVICES ONLY, INC.**
303 MERRICK ROAD, SUITE 300
LYNBROOK, NY 11563-9010
TEL: 1-877-999-3555 FAX: 516-396-5593

DOMESTIC PARTNER COVERAGE

1. Definition of Domestic Partners.

CALA WELFARE TRUST FUND defines domestic partners as follows:

Two unmarried adults (both of whom are 18 years or older), neither of whom is married or legally separated who:

- a) have resided with each other for twelve months prior to the application for benefits and who intend to live continuously with each other indefinitely;
- b) are not related by blood closer than the law would permit by marriage;
- c) are financially dependent on each other;
- d) have an exclusive close and committed relationship with each other; and
- e) have not terminated the domestic partnership.

2. Procedures for Verifying Domestic Partner Status.

A participant who seeks domestic partner coverage will be required to submit a notarized "Affidavit of Domestic Partnership" attesting to the domestic partner status and a notarized "Declaration of Financial Interdependence" along with two items of proof of financial interdependence (such as joint lease or mortgage or a joint bank account). (The Affidavit and Declaration are attached.)

Those who live in municipalities offering a domestic partner registry (such as New York City and San Francisco) will be required to show proof that they have registered as domestic partners.

Persons who fraudulently, wrongfully (or negligently) obtain coverage for persons who are not entitled to such coverage, or who fail to timely notify the Fund Manager of the termination of a domestic partnership, may be subject to civil action.

3. Domestic Partner Coverage.

Domestic Partners of participants are eligible for family health coverage on the same basis as current dependent coverage.

4. COBRA

If you lose health coverage due to a reduction in hours, you may continue to self-pay the premiums for yourself and your domestic partner for a period of time under the Plan's COBRA rules. COBRA coverage is not available to your domestic partner upon your death or the termination of your relationship.

5. Taxation.

If the Employer pays for domestic partner coverage, this benefit is taxable as wages unless the participant's domestic partner is financially dependent on the participant.

a) Financially Dependent Domestic Partners

If the Participant presents proof satisfactory to the Trustees that his or her domestic partner is a financial dependent within the meaning of Section 152 of the Internal Revenue Code, health benefits to such partners are not taxable. Section 152 defines a financial dependent as one who resides with you and for whom you provide more than 50% support. Adequate proof shall ordinarily mean copies of tax returns showing the partner as a financial dependent and a supporting affidavit.

b) Non-Dependent Domestic Partners

Except as provided above for financially dependent domestic partners, health insurance paid by the Employer for a participant's domestic partner is taxable as wages in the amount of the fair market value of the insurance. Fair market value shall ordinarily mean the difference between the family and individual premium paid on the individual's behalf. Such amount will be subject to federal and state taxes, including withholding, social security and Medicare (FICA), and unemployment (FUTA). Such taxes must be prepaid by the participant quarterly. The Fund Office will provide participants a schedule to determine the appropriate taxes.

c) Self-pay Domestic Partner Coverage

If the participant pays the cost of domestic partner coverage, the benefit is not taxable.

6. Modification and Interpretation.

The Trustees reserve the right to amend or modify the eligibility requirements for domestic partner coverage and to amend, modify or terminate domestic partner coverage at any time for any reason. The Trustees reserve the right to interpret all plan documents concerning domestic partner coverage and to interpret the requirements for and extent of such coverage.