

NORTH BAY BUILDERS EXCHANGES, INC.
(NBBE)

Domestic Partner Eligibility

Beginning with the benefit year starting April 1, 2009, employees covered under **North Bay Builders Exchanges, Inc. (NBBE)**, may enroll their domestic partner. The employee and his or her domestic partner must complete, sign and file with the Health Service Provider an affidavit that includes the following basic requirements, among others:

1. They have executed a Declaration for Domestic Partnership and had it notarized and witnessed. A copy of the Declaration or a certificate must be submitted with the affidavit. The requirement of the declaration in addition to those listed separately or superseded below are as follows:
 - (a) Both the employee and the domestic partner have reached age 18;
 - (b) Neither is married or has had another domestic partner within the previous six months, unless that domestic partnership terminated by death;
 - (c) Neither would be prevented under California law from marrying the other as a result of blood relationship.
2. All statements made at the time that the Declaration of Domestic Partnership was entered into remain true and both members intend them to remain true indefinitely.
3. Both members maintain the same principal place of residence and intend to continue to do so indefinitely.
4. Both members are economically responsible to third parties for each other's expenses for food, shelter and medical care and this shall remain the case for at least as long as the non-employee domestic partner is covered by the Health Service Provider.

Employees intending to cover domestic partners under the **NBBE Sponsored Health Carriers** should understand that as a result of applicable federal and state law, coverage of the domestic partner may not be eligible for pre-tax treatment under the Section 125 Plan and this may result in imputed income to the employee.

The domestic partner will be eligible for continuing coverage through the Sponsored Carrier under the federal group continuation law known as "COBRA" or other applicable law upon the happening of certain circumstances.

Domestic partners are eligible to be enrolled only during the annual open enrollment period and are subject to the rules on the commencement of coverage that apply to all dependents.

In addition, children of enrolled domestic partners are eligible for coverage from sponsored carriers under conditions substantially the same as those governing children of employees of their spouses.

HOW TO ENROLL

An employee must obtain an Affidavit for Enrollment or a Declaration of Domestic Partnership from an approved NBBE Administrator and a Sponsored Carrier Enrollment Application. These forms must be completed and returned to the Administrator along with proof of the Declaration of Domestic Partnership during any open enrollment period or at commencement of initial eligibility.

AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS

1. I, _____
(Print Name of Employee)

and I _____
(Print name of non-employee domestic partner)

are domestic partners and have executed a Declaration of Domestic Partnership. We have had the Declaration notarized and given a copy to the witness and we are hereby attaching proof of the foregoing.

2. All of the statements made at the time that we executed our Declaration continue to be true and we intend those statements in this Affidavit to remain true indefinitely.
3. We share the same principal place of residence and we intend to continue to do so indefinitely. Our current place of residence is at _____

4. By signing this Affidavit for enrollment of a Domestic Partner for the **NBBE**, we agree that we both are economically responsible to third parties for the common necessities of life, care for expenses incurred during the period that the non-employee domestic partner is covered by the **NBBE Sponsored Carrier Plan**. We acknowledge that this responsibility may be greater than that undertaken in our Declaration.
5. Each of us agrees to immediately notify the **NBBE Administrator** in writing if there is any change of circumstances attested to in the Declaration or in this Affidavit.
6. Each of us understands that domestic partners are eligible for enrollment only during open enrollment periods, at commencement of the employee's initial eligibility or within thirty (30) days after the Declaration of Domestic Partnership is notarized and witnessed as described in #1 above.
7. Each of us understand that the no-employee domestic partner has rights to continuing coverage under the Health Services Provider similar to those provided under federal or state law (e.g., COBRA).
8. Each of us understands that under applicable federal and state income tax law, payments for health coverage of the domestic partner may not be eligible for treatment under the Section 125 Plan and that coverage of the non-employee domestic partner could result in additional imputed taxable income to the employee, with possible withholding for payroll taxes (including income and social security taxes on such amounts).
9. Each of us understands that, if either of us has made a false statement regarding his or her qualification as a domestic partner or has failed to comply with the terms of the Affidavit and the **NBBE Participation & Eligibility** suffers any loss thereby, the **Sponsored Carrier** may bring a civil action against either or both of us to recover its losses, including reasonable attorney's fees and court costs.

10. Each of us understands that in addition to the eligibility requirements of the **Sponsored Carrier** for domestic partner coverage, there are terms and conditions of coverage set forth in the Service Agreement of each health care plan offered through **NBBE**. Each of us acknowledges that, depending on the health care plan we select, the applicable Service agreement may include, for example and without limitation (1) a requirement that each of us arbitrate any and all claims, including malpractice claims, against the health care plan we choose and its related organizations and providers; and (2) the right of the health care plan to terminate coverage on the grounds set forth in the Service Agreement, including, without limitation, termination due to fraud or misrepresentation of eligibility. By executing this Affidavit, each of us agrees to be bound by the terms and conditions of coverage of the health care plan selected, as set forth in the applicable Service Agreement, including the Arbitration Clause, if any.

11. Each of us declares under penalty of perjury that the assertions in the Affidavit are true and correct to the best of our knowledge.

Signature of Employee

Date of Birth

Date

Signature of Non-Employee Domestic Partner

Date of Birth

Date

Signature of Witness

Date

DECLARATION OF DOMESTIC PARTNERSHIP

We declare under penalty of perjury:

1. We have an intimate, committed relationship of mutual caring;
2. We live together (see definition on the next page);
3. We agree to be responsible for each other's basic living expenses (see definition on the next page) during our domestic partnership; we also agree that anyone who is owed these expenses can collect from either of us;
4. We are both 18 or older;
5. Neither of us is married;
6. Neither of us is related to the other as a parent, brother or sister, half brother or sister, niece, nephew, aunt, uncle, grandparent or grandchild;
7. Neither of us has a different domestic partner now;
8. Neither of us has had a different domestic partner in the last six months (this last condition does not apply if you had a partner who died; if you did, cross this out).

We declare under penalty of perjury under the laws of the State of California that the statements above are true and correct.

Signed on _____ Date _____ in _____

Signature

Signature

Signed on _____ Date _____ in _____

Signature

Printed Name

YOU MUST ALSO FILL OUT THE SECOND PAGE OF THIS FORM

1. Definitions:

“Live Together” means that the two of you share a place to live. You do not have to be on the rental agreement or deed. It is okay if one or both of you has a separate place somewhere else. Even if one or both of you has a separate place somewhere else. Even if one of you leaves the place you share, you still live together as long as the one who left intends to return.

“Basic living expenses” means the cost of basic food and shelter. It also includes any other expense which is paid as a benefit to you or your partner gets because of the partnership. For example, if you get health insurance from your job, and the insurance covers your partner, you will be responsible for medical bills which the insurance does not pay. You do not have to split basic living expenses to be domestic partners. You must have to agree to provide these things for your partner if he or she can not provide for him or herself.

2. Address: Each of you should fill in your mailing address here:

Name _____

Address _____

City, State, ZIP _____

Name _____

Address _____

City, State, ZIP _____

3. The Last Step: To finish setting up a domestic partnership, you must:

- a. Sign this form in front of a Notary Public and have the Notary fill in the notarization at the bottom of this page (all fees for Notary are the responsibility of the applicants).

4. NOTARIZATION:

State of _____ County of _____

On this _____ day of _____ in the year _____, before me _____ personally appeared

_____ and _____

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this instrument and acknowledged that they executed it.

Notary Public