

TO: All Plan Participants

FROM: The Board of Trustees
District Council 1707, Local 95 Head Start Employees Welfare Fund

We Are Pleased To Announce
DOMESTIC PARTNERSHIP BENEFITS

Effective as of January 1, 2005, eligible Head Start employees will have the opportunity to enroll their domestic partner, and their domestic partner's children for benefits offered through the Fund.

Domestic partners will be eligible for: hospital benefits; dental coverage; and vision coverage. Children of domestic partners will be eligible for: hospital benefits and vision coverage.

To enroll your domestic partner, and your domestic partner's children, you must submit proof of your relationship, which meets the Fund's criteria. For the Fund's purposes, domestic partners are two people:

- both of whom are at least 18 years of age or older;
- neither of whom is married or related by blood in a manner that would bar marriage in New York State;
- who have a close committed personal relationship; and
- who live together and have been living together on a continuous basis.

Examples of satisfactory proof are: a copy of a Domestic Partnership Registration Certificate issued by the New York City Clerk; or a Declaration of Domestic Partnership.

If you are interested in enrolling your domestic partner and/or your domestic partner's children for coverage, contact the Fund office at: 212-343-1660. The Fund office will be happy to answer your questions and to provide you the forms you will need to complete the enrollment process.

Please keep in mind that unless your domestic partner and/or domestic partner's children are your dependent within the meaning of the Internal Revenue Code, the amount paid by your employer for the coverage of your domestic partner and his or her children is treated as part of your taxable income. If you have questions regarding the impact of enrolling your domestic partner and his or her children on your income tax status, you should consult with your professional tax advisor.

**DISTRICT COUNCIL 1707, LOCAL 95
HEAD START EMPLOYEES WELFARE FUND
DECLARATION OF DOMESTIC PARTNERSHIP**

The undersigned, being duly sworn, do declare:

- 1) We are both eighteen (18) years of age or older and unmarried.
- 2) We are not related by blood in a manner that would bar marriage under the laws of the state in which we reside.
- 3) We are each other's sole domestic partner, have been so for at least twelve (12) months prior to the date of this affidavit, and intend to remain so indefinitely,
- 4) We are in a relationship of mutual support, caring and commitment, and have assumed responsibility for each other's welfare.
- 5) Neither of us has been registered as a domestic partner of another individual within the last six (6) months.
- 6) I, the Head Start employee, affirm that I will file a Termination of Domestic Partnership form within fourteen (14) days of the date my partner no longer meets one or more of the qualifying criteria set forth above.
- 7) I, the Head Start employee, understand that any false or misleading statement made by me in order to obtain benefits for an individual who does not qualify may result in my loss of benefits and/or the loss of benefits for my domestic partner.

Print Employee Name:

Print Domestic Partner Name:

Employee SS#

Domestic Partner SS#

Employee Date of Birth

Domestic Partner Date of Birth

Employee Signature

Domestic Partner Signature

Head Start Agency/Location

Sworn to before me this: _____ day of _____

Notary Public:

**INFORMATION FOR MEMBERS
APPLYING FOR DOMESTIC PARTNER BENEFITS**

Some courts may interpret the Declaration of Domestic Partnership as creating (or evidencing the creation of) legally enforceable rights and obligations between two attesting parties. These may include, for example, community property rights, and/or obligations to make support payments. They may include rights and obligations that applying during the period of domestic partnership, and/or rights obligations that apply after a termination of the domestic partnership.

1. Enrollment of a domestic partner under a benefit plan offered through the Fund, and/or payments of benefits by the Fund with respect to such domestic partner, may give rise to tax liabilities on the part of the Fund member and/or a surviving domestic partner. It may also result in tax withholding and/or income reporting by Head Start, the Fund or its delegate. Consequences may vary from case to case, depending, for example, on which laws applying and /or whether the domestic partner is a “dependent” of the plan member under applicable law.
2. The Fund benefit plans may utilize the Declaration of Domestic Partnership signed by two parties, and/or a Request for Termination of Domestic Partner Benefits signed by either party, in determining eligibility for coverage and in deciding whether or not to either pay/provide benefits. If it is determined by the Fund, that the Fund’s criteria defining eligible domestic partners are no longer met, eligibility for coverage offered through the Fund will end as specified in the applicable provisions of the benefit plan.
3. By enrolling in or accepting payment of domestic partner benefits under a plan offered through the Fund (either as Fund member or as a domestic partner of a Fund member). You represent to the Fund that the assertions made by you in the Declaration of Domestic Partnership are true and you obligate yourself to:
 - a) Provide a copy of the signed and notarized Declaration of Domestic Partnership to the Fund;
 - b) Promptly inform the Fund if you become aware that any part of the Declaration of Domestic Partnership is not true; and
 - c) Within thirty-one (31) days after any change in circumstance which makes any part of the Declaration of Domestic Partnership inaccurate, execute and send to the Fund a Request for Termination of Domestic Partner Benefits, attesting to the change in circumstances and the date the change occurred.
4. Knowingly providing false, deceptive, or misleading information to the benefit plan or deceptive or misleading omission of information may result in termination of employment, loss of plan coverage, civil litigation, and/or criminal prosecution.
5. The Fund reserves the right, at its discretion, to amend, change, or terminate any of its benefit plans, programs, practices or policies, at any time.