

**RIDER
TO
HEALTH NEW ENGLAND, INC.
EMPLOYER GROUP AGREEMENT**

This Rider is an amendment to the Employer Group Agreement (the "Agreement") entered into on _____, between Health New England, Inc. ("HNE") and _____ (the "Group").

Whereas the Group and HNE desire to amend the applicable Membership Agreement or Evidence of Coverage ("EOC") by adding Domestic Partners to the existing categories of eligible Dependents, the Group and HNE agree as follows:

Those persons who qualify as a Domestic Partner, as set forth in the Plan's Domestic Partner Guidelines, and for whom a valid membership application is submitted, shall be considered Dependents under the Agreement. Domestic Partners shall not, however, be eligible for COBRA and/or mini-COBRA coverage. The Guidelines require, among other criteria, that the Subscriber and the Applicant for coverage as a Domestic Partner submit to HNE an Affidavit attesting to the fact that they meet the necessary requirements. Copies of the current Guidelines and current Affidavit are attached to this Rider. The Guidelines and Affidavit may be amended by HNE, from time to time, as set forth in the Employer Group Agreement. Any Applicant/Domestic Partner or Subscriber who is found to have made any false statement, or is found to have committed fraud, in an effort to obtain coverage or services under the Agreement, may be subject to termination as set forth in the applicable EOC.

Domestic Partner Coverage is available to only those Groups who elect this benefit in accordance with the process set forth in the Guidelines.

In witness whereof, the Group and HNE have agreed to and adopted the terms of this Rider.

Group	Health New England, Inc.
By: _____ Signature	By: _____ Peter F. Straley, President, CEO
Its: _____ Print Title	One Monarch Place Springfield, MA 01144-1006
_____ Date	_____ Date

Domestic Partner Guidelines

Purpose To define a Domestic Partner Policy for health plans administered by Health New England (“HNE”) through employer groups. These Guidelines shall replace the Spousal Equivalent Guidelines that were utilized in conjunction with the Spousal Equivalent Benefit.

Availability Domestic Partner coverage is available only when it is provided by all other carriers in the employer group, and it is available only upon the specific request of that group.

Definition For the purposes of these Guidelines, a **Domestic Partner is a person of either the same or opposite gender as the Subscriber, who has a relationship with the Subscriber which satisfies the criteria set forth in the Eligibility Guidelines contained herein.** An Applicant is a person applying for Domestic Partner status.

Eligibility Guidelines The employer group shall be responsible for determining whether a Subscriber and an Applicant meet all of the following eligibility guidelines to qualify for Domestic Partner Coverage. The Subscriber and Applicant must:

1. each be the sole partner of the other; and
2. not be married to anyone other than each other; and
3. be at least eighteen (18) years of age and competent to enter into contractual relations; and
4. not be related by blood closer than would bar legal marriage in the state where the parties legally reside at the time of the application for Domestic Partner Coverage; and
5. have resided with each other for at least six (6) continuous months prior to the application for Domestic Partner Coverage; and
6. be jointly responsible for the common welfare and financial obligations of one another, and submit proof of such, if so requested, by the employer group or HNE; and
7. not be required by the provisions of any federal, state or local law or court order to provide health insurance coverage for a divorced or separated spouse; and
7. be a joint signer of the Domestic Partner Affidavit.

In order for the Applicant to qualify for Domestic Partner Coverage, a completed Domestic Partner Affidavit, signed by both the Subscriber and the Applicant, must be attached to the enrollment form.

Non-group Conversion	Domestic Partners are eligible for HNE group coverage, and may be eligible for other, non-group coverage options, as available from time to time. Domestic Partners are not eligible for COBRA and/or mini-COBRA coverage.
Enrollment Procedures	The enrollment procedures and requirements set forth in the applicable agreement between the employer group and HNE shall govern the enrollment of Domestic Partners.
Effective Date	The effective date of coverage shall be the later of the date that the Affidavit is signed, and the date that the Subscriber is enrolled. The enrollment form and the Affidavit must be submitted to HNE within thirty-one (31) days of that date.

AFFIDAVIT OF DOMESTIC PARTNERSHIP

I. DECLARATION:

We, _____ (“Subscriber”) and _____ (“Applicant”), certify that we satisfy the following criteria and are eligible for benefits coverage under the health benefits plan (the “Plan”) between _____ (employer) (hereinafter the “Group”) and Health New England (“HNE”):

II. STATUS:

Subscriber and Applicant do hereby provide evidence attesting to the following eligibility requirements:

1. We are each other's sole domestic partner and intend to remain so indefinitely.
2. Neither one of us is married to any other person.
3. We are each at least eighteen (18) years of age and mentally competent to enter into contractual relations.
4. We are not related by blood to a degree of closeness which would prohibit legal marriage in the state in which we currently legally reside.
5. We reside together in the same residence, have done so continuously for the past six (6) months, and intend to continuously reside together indefinitely.
6. We are jointly responsible for each other's common welfare and financial obligations, and will submit proof of such, if requested by HNE or the Group.
7. Neither one of us is required by the provisions of any federal, state or local law or court order to provide health insurance coverage for a divorced or separated spouse.

III. CHANGE IN DOMESTIC PARTNERSHIP:

1. We agree to notify both the Group and HNE of any change in our status as Domestic Partners, as attested to in this Affidavit, which would make us no longer eligible for the Plan (for example, a change in joint residence, or if we are no longer each others' sole domestic partner). We will do so within thirty-one (31) days of such a change by filing an affidavit which will attest to, and affirm that, our domestic partnership status has been terminated and that a copy of such statement has been provided to the other party.
2. We understand that a subsequent Domestic Partner Affidavit cannot be filed until at least twelve (12) months after the notice of termination has been filed with the Group's Benefits Department.

IV. ACKNOWLEDGMENTS:

1. We understand that any person/employer/company who suffers any loss due to any false statement contained in this Affidavit may bring a civil action against either or both of us to recover its losses, including the cost of benefits provided and reasonable attorney's fees.

2. We understand that if we are found to have made any false statement, or to have committed fraud, in an effort to obtain coverage or services under the Plan, either one, or both of us, may be subject to termination as set forth in the applicable Membership Agreement or Evidence of Coverage.
3. We have provided the information in this Affidavit for use by the Group's Benefits Administrator for the sole purpose of determining our eligibility for domestic partnership benefits, with the expectation that HNE and the Group will rely on this information.
4. We understand that premiums (benefits) paid by the Group in excess of the amount of the premium for individual coverage may not be excludable from the Subscriber's reported gross income for tax purposes.
5. We understand that we are subject to the same enrollment requirements as all other employees who are covered by, or applying for, the Plan. We also understand that the effective date of coverage shall be the date that this Affidavit is signed, and that the enrollment form and the Affidavit must be submitted to HNE within thirty-one (31) days of that date.
6. We understand that Applicant will not be eligible for COBRA or mini-COBRA coverage.
7. We affirm, under the penalty of perjury, that the assertions in this Affidavit are true, to the best of our knowledge.
8. We both agree to be bound by the terms of the Plan.

V. COMMUNITY PROPERTY IMPLICATIONS

Some courts have recognized nonmarital relationships as the equivalent of marriage for the purpose of establishing and dividing community property. The purpose of this Affidavit is to assist the Applicant in its efforts to qualify for the Plan. It is intended for only that purpose.

VI. AUTHORIZATION

By accepting coverage under the Plan, Applicant hereby authorizes HNE to have access to all medical records and hospital or other institution or agency records relating to diagnosis, treatment or services provided to Applicant to such extent as may be lawfully permitted.

Subscriber

Applicant

Address

Address

Address

Address

Date: _____

Date: _____