

Appendix B



IMPORTANT – ACTION NEEDED

This notice must be completed and returned to the MyBenefits Customer Support Center **within 31 days** or Domestic Partner coverage will be **dropped** retroactively to the coverage begin date.

CRITERIA FOR DOMESTIC PARTNERSHIP STATUS (for purposes of obtaining group health plan coverage)

A group health plan ("GHP") sponsored by Tenet that extends coverage to dependents will provide coverage to a Domestic Partner (as defined in this Appendix B) of an Employee eligible for coverage under such plan, pursuant to the terms and conditions described herein, if all of the applicable requirements are met.¹ In addition, certain insured non-group health plans sponsored by Tenet may offer domestic partner coverage according to the terms of such plans (the "**Insured Non-GHPs**"). Different requirements for purposes of determining Domestic Partnership status apply to the GHPs sponsored by Tenet for the benefit of non-California employees (the "**Non-California GHPs**"), to the GHPs sponsored by Tenet for the benefit of California employees (the "**California GHPs**"), and to the Insured Non-GHPs, as described in Parts A through C below. The tax consequences of a Domestic Partnership are discussed in Part D.

PART A – NON-CALIFORNIA GHPS:

A Domestic Partnership is defined as follows:

Self-Funded GHPs:

For purposes of any Tenet GHP that is self-funded (a "Self-Funded GHP") and that offers coverage to domestic partners, including but not necessarily limited to the United Medical Program, the Coventry Medical Benefit Program, the Medco Prescription Drug Program, the CIGNA Dental Program, the Healthscope Benefits Program (effective 1/1/2008), and CIGNA Behavioral Health, a Domestic Partnership consists of an employee of Tenet ("**Employee**") and one other person of the same or opposite sex (a "**Domestic Partner**"). Such persons must satisfy the following requirements:

Each partner must be the other's sole domestic partner and must intend to remain so indefinitely. The partners must have an exclusive mutual commitment similar to that of marriage;

- (a) Each partner must be at least 18 years of age or, if lower, the age at which a person may be legally married in the state in which the partners share the same permanent address;
- (b) The partners must share the same permanent residence and have done so for at least 12 months;
- (c) The partners cannot be related by blood to a degree that would prohibit marriage;
- (d) The partners cannot be legally married to anyone else or in a domestic partnership with another individual nor have had another domestic partner within the prior **six** months;
- (e) The partners must share the same permanent address and must be able to provide their driver's licenses listing the common address;
- (f) The partners must share joint financial responsibility for basic living expenses, including food, shelter and coverage expenses;
- (g) The partners must each be mentally competent to consent to contract; and
- (h) The partners must be financially interdependent, demonstrated by at least **two** of the following:

¹ Due to insurer constraints, domestic partners may not be eligible for coverage under certain insured GHPs or insured non-GHPs offered by Tenet.

- (1) Ownership of a joint bank account; ownership of a joint credit account; or evidence of joint obligation on a loan;
- (2) Common ownership of a motor vehicle;
- (3) Joint ownership of a residence; or evidence of a joint mortgage or lease;
- (4) Evidence of common household expenses, e.g. utility, phone;
- (5) Execution of wills naming each other as executor and/or beneficiary;
- (6) Granting each other durable powers of attorney;
- (7) Designation of each other as beneficiary under a retirement benefit account; or
- (8) Evidence of other joint financial responsibility.

Notwithstanding the foregoing, a Domestic Partner of an Employee will be eligible for coverage under any of the Self-Funded GHPs offering coverage to domestic partners (and for which the Employee is eligible for coverage) if the Domestic Partnership has been registered with any state or local government domestic partner registry (and the Domestic Partnership meets the requirements of such registry) or if the domestic partners have been legally married or entered into a legal civil union in any state which allows such marriages or civil unions.

Please note that medical expenses relating to a Domestic Partner of an Employee are not eligible for reimbursement under a medical flexible spending arrangement or health spending arrangement unless the Domestic Partner of the Employee qualifies as the Employee's federal tax dependent, within the meaning of section 152 of the Internal Revenue Code (determined without regard to sections 152(b)(1), (b)(2), and (d)(1)(B), which contain certain limitations on the definition of dependent and a gross income limitation).

Insured Non-California GHPs:

For purposes of any insured non-California GHP including, but not necessarily limited to the medical plan insured by IBC/Keystone, the Vision Program insured by VSP, and the Employee Assistance Program insured by CBH, a Domestic Partnership consists of an employee of Tenet ("**Employee**") and one other person who meets the requirements for Domestic Partnership as set forth in such insured Non-California GHP. Note: Domestic Partner coverage will not be provided under any insured GHP plan that does not allow or provide for such coverage.

Dependent Children of a Domestic Partner include the following individuals:

Self-Funded GHPs:

Dependent child(ren) of a Domestic Partner are eligible for coverage under any Self-Funded GHP that provides dependent coverage when they are:

- a) Unmarried,
- b) Primarily dependent on the Employee for support, and
- c) Meet the age/school and all eligibility requirements of the plan.

Insured Non-California GHPs:

Dependent children of a Domestic Partner will be eligible for coverage under an insured Non-California GHP if, and only if, they meet the requirements for dependent coverage set forth in the insured Non-California GHP at issue.

Obtaining Domestic Partner coverage:

In order to obtain Domestic Partner coverage under any of Tenet's Non-California GHPs, the Employee and Domestic Partner must complete and file with MyBenefits Customer Support Center, the **Affidavit Declaring Domestic Partnership**, attached hereto, and two forms of supporting documentation (described above). The Affidavit Declaring Domestic Partnership and supporting documentation must be submitted within 31 days of enrolling the Domestic Partner for coverage. If the Affidavit Declaring Domestic Partnership and supporting documentation are not submitted within 31 days of enrolling the Domestic Partner for coverage, Domestic Partner coverage will be retroactively terminated. A Domestic Partner may only be enrolled for coverage during an annual enrollment period (or during the initial enrollment period for a new hire or newly eligible individual). If the Domestic Partner is not enrolled during an annual enrollment period (or initial enrollment period for a new hire or newly eligible individual),

coverage for the Domestic Partner will not begin until after the next annual enrollment period, unless the Domestic Partner (a) is the Employee's dependent within the meaning of the plan and is entitled to a mid-year entry under the plan's HIPAA special enrollment provisions, or (b) is the Employee's dependent within the meaning of Internal Revenue Code section 152 (determined without regard to sections 152(b)(1), (b)(2), and (d)(1)(B), which contain certain limitations on the definition of dependent and a gross income limitation) (see attached Affidavit for more information) and is entitled to a mid-year entry under the plan's life event provisions. To the extent that the Domestic Partner has a dependent child or children, such children may be enrolled pursuant to the terms of the plan at the same time the Domestic Partner is enrolled; provided, the child(ren) satisfy the definition of Dependent Child above. A Dependent Child may also be entitled to mid-year enrollment under the plan's HIPAA special enrollment provisions.

Termination of a Domestic Partnership:

- a) Each Employee with a Domestic Partner has an obligation to notify MyBenefits Customer Support Center, by filing the **Declaration of Termination of Domestic Partnership** (attached hereto), if there is any change in the Domestic Partnership status as attested to in the **Affidavit Declaring Domestic Partnership** that would terminate such partnership (such as the death of a Domestic Partner, a change in residence of one partner, termination of the relationship, etc.) **The Employee must notify MyBenefits Customer Support Center within thirty-one (31) days of such change in the Domestic Partnership.**
- b) Upon termination of the Domestic Partnership, the Non-California GHP coverage of the Domestic Partner who is not an employee as well as coverage of any dependent child(ren) of such Domestic Partner shall cease, unless the dependent child(ren) continues to satisfy the definition of dependent child under the plan (i.e., in the case of a Self-Funded GHP, unmarried, primarily dependent on the Employee for support, and meets the age/school and all eligibility requirements of the plan). Termination of such coverage (obtained as a result of completion of the **Declaration of Termination of Domestic Partnership**) will be effective on the date the relationship ends as indicated on such form.
- c) In the event a Domestic Partnership is terminated for reasons other than death of a Domestic Partner, an Employee cannot re-enroll for domestic partnership coverage under any of Tenet's Self-Funded Non-California GHPs for at least **6 months** from the date the Domestic Partnership ended (subject to the enrollment requirements described above). An Employee's right to re-enroll a Domestic Partner or to enroll a new Domestic Partner in an insured non-California GHP will be governed by the terms of the insured Non-California GHP at issue.

COBRA coverage upon termination of Domestic Partnership:

- a) **Domestic Partner.** For purposes of the Non-California GHPs, standard COBRA provisions apply except that due to the limited definition of "spouse" under federal law, including COBRA, a Domestic Partner may not elect COBRA in his or her own right. However, an Employee on COBRA may add a Domestic Partner to the Non-California GHP in the same manner as is permitted for active employees. In the event an Employee who is a COBRA beneficiary dies or becomes Medicare entitled, or the Domestic Partner relationship is terminated, the Employee's Domestic Partner (or former Domestic Partner) may not make an election under the GHP pursuant to COBRA as a second qualifying event. Notwithstanding the foregoing, an insured Non-California GHP may provide rights or coverage to a Domestic Partner similar to that provided by COBRA, depending on the terms of such plan or requirements of the state in which such plan is insured.
- b) **Dependent Children.** If dependent coverage of the dependent child(ren) of the Domestic Partner ends under any of Tenet's Non-California GHPs because such child(ren) cease to satisfy the definition of dependent child under such plan, such child(ren) will be eligible to elect COBRA. This is because the definition of dependent child under COBRA is determined by reference to the terms of the plan as opposed to federal law as is the case with COBRA coverage of a "spouse."

PART B - CALIFORNIA GHPS:

A Domestic Partnership is defined as follows:

Self-Funded and Insured California GHPs:

For any California GHP that is self-funded (a "Self-Funded GHP"), including but not necessarily limited to the CIGNA Dental Program and the Medco Prescription Drug Program, Domestic Partnership status will be determined according to the criteria listed for determining Domestic Partnership status for "Self-Funded GHPs" in Part A above.

Insured California GHPs:

For purposes of the insured California GHPs, a Domestic Partnership consists of an employee of Tenet ("**Employee**") and one other person of the same or opposite sex (a "**Domestic Partner**"). Such persons must satisfy the following requirements:

Each partner must be able to agree to be part of a domestic partnership and must certify the following:

- (a) Each partner must be at least 18 years of age;
- (b) The partners must share the same common residence (this does not require that the legal right to possess the residence be in both partners names and does not preclude the partners from having additional residences);
- (c) The partners cannot be related by blood to a degree that would prohibit marriage; and
- (d) The partners cannot be legally married to anyone else or in a domestic partnership with another individual that has not been terminated, dissolved or adjudged a nullity.

Notwithstanding the foregoing, a Domestic Partner of an Employee will be eligible for coverage under any of the insured California GHPs offering coverage to domestic partners (and for which the Employee is eligible for coverage) if the Domestic Partnership has been registered with any state or local government registry recognizing domestic partnerships (and the Domestic Partnership meets the requirements of such registry) or if the domestic partners have been legally married in any state recognizing such marriages.

Dependent Children of Domestic Partner include the following individuals:

Self-Funded and Insured California GHPs:

Dependent child(ren) of a Domestic Partner are eligible for coverage under any of the California GHPs that provide dependent coverage when they are:

- (a) Unmarried,
- (b) Primarily dependent on the Employee for support, and
- (c) Meet the age/school and all eligibility requirements of the plan.

Obtaining Domestic Partner Coverage:

In order to obtain Domestic Partner coverage under any of the California GHPs, the Employee and Domestic Partner must complete and file with MyBenefits Customer Support Center, the **Affidavit Declaring Domestic Partnership**, attached hereto. Such form must be filed at annual enrollment (or during the initial enrollment period for a new hire or newly eligible individual). If the Affidavit Declaring Domestic Partnership is not filed during an annual enrollment period (or initial enrollment period for a new hire or newly eligible individual), coverage for the Domestic Partner will not begin until after the next annual enrollment period, unless the Domestic Partner (a) is the Employee's dependent within the meaning of the plan and is entitled to a mid-year entry under the plan's HIPAA special enrollment provisions, or (b) is the Employee's dependent within the meaning of Internal Revenue Code section 152 (determined without regard to sections 152(b)(1), (b)(2), and (d)(1)(B)) (see attached Affidavit for more information) and is entitled to a mid-year entry under the plan's life event provisions. To the extent that the Domestic Partner has a dependent child or children, such children may be enrolled pursuant to the terms of the plan at the same time the Domestic Partner is enrolled; provided, the child(ren) satisfy the definition of Dependent Child above. A Dependent Child may also be entitled to mid-year enrollment under the plan's HIPAA special enrollment provisions.

Termination of a Domestic Partnership:

- (a) Each Employee with a Domestic Partner has an obligation to notify MyBenefits Customer Support Center **in writing by filing the Declaration of Termination of Domestic Partnership** (attached hereto) **within thirty-one (31) days of any event which would result in the termination of the Domestic Partnership** (such as the death of a Domestic Partner, a change in common residence of one partner, termination of the relationship, etc.).
- (b) Upon termination of the Domestic Partnership, the California GHP coverage of the Domestic Partner who is not an employee as well as coverage of any dependent child(ren) of such Domestic Partner shall cease, unless the dependent child(ren) continue to satisfy the definition of dependent child under the plan (i.e., unmarried, primarily dependent on the Employee for support, and meets the age/school and all eligibility requirements of the plan). Termination of such coverage (obtained as a result of completion of the **Declaration of Termination of Domestic Partnership**) will be effective on the date the relationship ends as indicated on such form.
- (c) In the event a Domestic Partnership is terminated for reasons other than death of a Domestic Partner, an Employee cannot re-enroll for domestic partnership coverage under any of Tenet's Self-Funded California GHPs until at least **6 months** from the date the Domestic Partnership ended (subject to the enrollment requirements discussed above). An Employee's right to re-enroll a Domestic Partner or to enroll a new Domestic Partner in an insured California GHP will be governed by the terms of the insured California GHP at issue.

COBRA coverage upon termination of Domestic Partnership:

- a) **Domestic Partner.** For purposes of the Self-Funded GHPs, standard COBRA provisions apply except that due to the limited definition of "spouse" under federal law, including COBRA, a Domestic Partner may not elect COBRA in his or her own right. However, an Employee on COBRA may add a Domestic Partner to the Self-Funded GHP in the same manner as is permitted for active employees. In the event an Employee who is a COBRA beneficiary dies or becomes Medicare entitled, or the Domestic Partner relationship is terminated, the Employee's Domestic Partner (or former Domestic Partner) may not make an election under the Self-Funded GHP pursuant to COBRA as a second qualifying event. For purposes of the insured California GHPs, standard COBRA provisions apply without any exceptions. Thus, a Domestic Partner may elect COBRA on account of a loss of insured California GHP coverage due to the termination of the Employee, the death of the Employee, the Employee's entitlement to Medicare or the termination of the Domestic Partnership.
- b) **Dependent Children.** If dependent coverage of the dependent child(ren) of the Domestic Partner ends under any California GHP because such child(ren) cease to satisfy the definition of dependent child under such plan, such child(ren) will be eligible to elect COBRA.

PART C – CERTAIN INSURED NON-GHPS

A Domestic Partnership is defined as follows:

For purposes of certain Insured Non-GHPs, including but not necessarily limited to the long-term care programs and the life/accidental death and dismemberment programs insured by UNUMProvident, a Domestic Partnership consists of an employee of Tenet ("**Employee**") and one other person who meets the requirements for Domestic Partnership as set forth in such Insured Non-GHP.

Dependent Children of Domestic Partner include the following individuals:

Dependent children of a Domestic Partner will be eligible for coverage under an Insured Non-GHP if, and only if, they meet the requirements for dependent coverage set forth in the Insured Non-GHP at issue.

Obtaining Domestic Partner Coverage:

In order to obtain Domestic Partner coverage under an Insured Non-GHP offering Domestic Partner coverage, the Employee and Domestic Partner must complete and file with MyBenefits Customer Support Center, the **Affidavit Declaring Domestic Partnership**, attached hereto. Such form must be filed at annual enrollment (or initial enrollment period for a new hire or newly eligible individual). If the Affidavit Declaring Domestic Partnership is not filed during an annual enrollment period (or initial enrollment period for a new hire or newly eligible individual), coverage for the Domestic Partner will not begin until after the next annual enrollment period, unless the Domestic Partnership is entered into during the year and the Domestic Partner is entitled to a mid-year entry under the terms of the plan. To

the extent that the Domestic Partner has a dependent child or children, such children may be enrolled pursuant to the terms of the plan at the same time the Domestic Partner is enrolled; provided, the child(ren) satisfy the definition of Dependent Child above and the plan offers coverage for Dependent Children.

Termination of a Domestic Partnership:

- (a) Each Employee with a Domestic Partner has an obligation to notify MyBenefits Customer Support Center **in writing by filing the Declaration of Termination of Domestic Partnership** (attached hereto) **within thirty-one (31) days of any event which would result in the termination of the Domestic Partnership under the terms of the Insured Non-GHP at issue.**
- (b) Upon termination of the Domestic Partnership, the Insured Non-GHP coverage of the Domestic Partner who is not an employee as well as coverage of any dependent child(ren) of such Domestic Partner shall cease, unless the dependent child(ren) continue to satisfy the definition of dependent child under the plan. Termination of such coverage (obtained as a result of completion of the **Declaration of Termination of Domestic Partnership**) will be effective on the date the relationship ends as indicated on such form.

PART D – TAX CONSEQUENCES

Possible Tax implications of Domestic Partner GHP Coverage:

There may be federal income tax implications associated with providing GHP coverage to domestic partners (i.e., if the Domestic Partner does not qualify as your dependent under section 152 of the Internal Revenue Code (determined without regard to sections 152(b)(1), (b)(2), and (d)(1)(B), which contain certain limitations on the definition of dependent and a gross income limitation), the fair market value of the Domestic Partner coverage will be includible in your income as wages for federal income tax purposes). Similar tax implications apply for state income tax purposes. However, GHP coverage provided to your domestic partner may qualify for exclusion from income for state income tax purposes based on state law. Exemption from state income tax is often conditioned on the relationship being registered or the parties having entered into a civil union or marriage. It is your responsibility to determine the requirements of your state. Please consult with your tax advisor prior to making a declaration of Domestic Partnership.

Proof of Tax-Qualified Status of Domestic Partnership:

Domestic partner coverage under Tenet's GHPs will be provided on an after-tax basis for both federal and state income tax purposes **unless** you provide proof at the time of enrollment that your domestic partner qualifies as your dependent under section 152 (determined without regard to sections 152(b)(1), (b)(2), and (d)(1)(B)) of the Internal Revenue Code for federal income tax purposes or qualifies for pre-tax-coverage under state law. If this proof is not provided at enrollment, your domestic partner coverage under Tenet's GHPs will be provided on an after-tax basis for both federal and state income tax purposes.

Possible Tax implications of Domestic Partner Coverage under Non-Group Health Plans:

Please consult with your tax advisor regarding the possible federal and state tax implications of domestic partner coverage under any Tenet plan that is not a group health plan.

This **Appendix B** may be updated from time to time without formal amendment to the Plan.



Please return this form to MyBenefits Customer Support Center

AFFIDAVIT DECLARING DOMESTIC PARTNERSHIP
(for purposes of obtaining coverage)

We, _____ ("Employee") and _____ ("Domestic Partner") are domestic partners (i.e., have a "Domestic Partnership"). We have read and understand the above **Criteria for Domestic Partnership Status** which summarizes the eligibility requirements for domestic partner coverage under Tenet's group health plans for the benefit of Non-California employees ("**Non-California GHPs**"), Tenet's group health plans for the benefit of California employees ("**California GHPs**"), and certain insured non-group health plans (the "**Insured Non-GHPs**"). We understand that different requirements apply to the Non-California GHPs (including the self-funded and insured Non-California GHPs), the California GHPs (including the self-funded and insured California GHPs), and the Insured Non-GHPs, for purposes of determining Domestic Partnership status, as described in Part A through C of the **Criteria for Domestic Partnership Status**.

1. We declare that we meet the applicable eligibility requirements described in **Criteria for Domestic Partnership Status** and desire to obtain domestic partner coverage under the following Tenet plans (check as applicable):

- ___ Self-Funded Non-California GHPs (including, but not necessarily limited to, the United Medical Program, the Coventry Medical Benefit Program, the Medco Prescription Drug Program, the CIGNA Dental Program, the Healthscope Benefits Program, and the CIGNA Behavioral Health Program)
- ___ Insured Non-California GHPs (including, but not necessarily limited to, the medical plan insured by IBC/Keystone, the Vision Program insured by VSP, and the Employee Assistance Program insured by CBH)
- ___ Self-Funded California GHPs (including, but not necessarily limited to, the CIGNA Dental Program and the Medco Prescription Drug Program)
- ___ Insured California GHPs
- ___ Insured Non-GHPs (including, but not necessarily limited to, the long-term care programs and the life/accidental death and dismemberment programs insured by UNUMProvident)

In the event that the Domestic Partner has a child or children that meet the definition of dependent described above, we understand that we may also enroll such child(ren) in the plan pursuant to its terms. We acknowledge that such domestic partner coverage shall not be available if Tenet's GHP or the Insured Non-GHP at issue does not provide domestic partner or dependent coverage. We further acknowledge in requesting coverage that we will provide to MyBenefits Customer Support Center satisfactory proof that we qualify as a Domestic Partnership, as defined Part A, B, or C, as applicable, in the **Criteria for Domestic Partnership Status**.

2. We have provided the information in Part A, B, or C as applicable of the **Criteria for Domestic Partnership Status** and are signing this **Affidavit Declaring Domestic Partnership** for use by Tenet for the sole purpose of determining our eligibility for Domestic Partner benefits under Tenet's GHPs or the Insured Non-GHPs. We understand and agree that Tenet is not legally required to extend such benefits. We understand that the information provided in this Declaration of Domestic Partnership will be treated as confidential by Tenet and the service providers for the GHP or Insured Non-GHP at issue but will be subject to disclosure: a) upon the express written authorization of the undersigned Employee or Domestic Partner, b) upon request of the insurer or plan administrator, or c) if otherwise required by law.

3. We understand that we will be required to reimburse the GHP, Insured Non-GHP and/or Tenet for any benefits paid under the plan at issue by reason of any false statement contained in this **Affidavit Declaring Domestic Partnership** or for failure to timely notify MyBenefits Customer Support Center of changed circumstances that would terminate this **Affidavit Declaring Domestic Partnership** and

that Tenet, the plan, or an insurer may bring a civil action against one or both of us to recover such amounts (as well as attorneys' fees and costs). We further understand that the Employee could be subject to disciplinary action, including discharge from employment, for falsification of information in this **Affidavit Declaring Domestic Partnership** or a failure to notify MyBenefits Customer Support Center of changed circumstances pursuant to the requirements of this **Affidavit Declaring Domestic Partnership**.

4. We certify that the Domestic Partner ___ is ___ is not (**select one**) the Employee's dependent within the meaning of section 152 (without regard to sections 152(b)(1), (b)(2), and (d)(1)(B)) of the Internal Revenue Code. *(We understand that to qualify as a dependent within the meaning of section 152 (without regard to sections 152(b)(1), (b)(2), and (d)(1)(B)) of the Internal Revenue Code, the Domestic Partner must be an individual over half of whose support, for the calendar year in which the Employee's taxable year begins, was received from the Employee and who, for the Employee's taxable year has as his or her principal place of abode the Employee's home and is a member of the Employee's household. We further understand that to qualify as the Employee's dependent within the meaning of section 152 (without regard to sections 152(b)(1), (b)(2), and (d)(1)(B), which contain certain limitations on the definition of dependent and a gross income limitation) of the Internal Revenue Code, the relationship between the Employee and Domestic Partner cannot be prohibited by law.) (Attached is proof of dependent status)*
5. We certify that the Domestic Partner ___ is eligible ___ is not eligible (**select one**) to receive health coverage on a pre-tax basis under state law. *(Attached is proof of such eligibility (e.g., proof of a registered domestic partnership or civil union under state law)).*
6. We understand that this **Affidavit Declaring Domestic Partnership** may have legal implications relating to, for example, ownership of property or taxability of benefits provided. We understand that before signing this **Affidavit Declaring Domestic Partnership**, we should seek competent legal advice concerning such matters. To the extent that the Domestic Partner qualifies as a dependent (within the meaning of section 152 without regard to sections 152(b)(1), (b)(2), or (d)(1)(B) of the Internal Revenue Code, as described in item 4 above) or is eligible to receive health coverage on a pre-tax basis under state law (as described in item 5 above) such that benefits under Tenet's GHP may be provided on a pre-tax basis for purposes of federal and/or state law, we have so indicated.
7. We acknowledge that with respect to the Self-Funded GHPs (both California and Non-California), the Employee (and the Domestic Partner in the event that he or she is also an employee of Tenet) will not be permitted to request dependent coverage for a new domestic partner until at least **6 months** after this Domestic Partnership has ended (as stated in the **Declaration of Termination of Domestic Partnership**), except in the event of the death of the Domestic Partner (in both cases, subject to the enrollment provisions of the GHP). We acknowledge that with respect to an insured Non-California GHP, an insured California GHP, or an Insured Non-GHP offering Domestic Partner coverage, the ability of an Employee (or a Domestic Partner in the event the Domestic Partner is also an employee of Tenet) to request dependent coverage for a new domestic partner will be governed by the terms of such plan.
8. We acknowledge that we have been advised to consult a tax advisor or our attorney regarding the implications of filing this **Affidavit Declaring Domestic Partnership**.

Signature—Employee

Signature—Domestic Partner

Date

Date

Printed Name

Printed Name

Employee's Social Security Number

Subscribed and sworn to me this _____ day
of _____, 20____ .
Witness my hand and official seal.

Subscribed and sworn to me this _____ day
of _____, 20____ .
Witness my hand and official seal.

[SEAL]

[SEAL]

My commission expires: _____
Notary Public: _____

My commission expires: _____
Notary Public: _____

Mail form to:

**MyBenefits Customer Support Center
100 Half Day Road
P.O. Box 1552
Lincolnshire, Illinois 60069-1552**

This **Appendix B** may be updated from time to time without formal amendment to the Plan.



Please return this form to MyBenefits Customer Support Center

DECLARATION OF TERMINATION OF DOMESTIC PARTNERSHIP FORM

I, _____ (the "Employee"), certify and declare that _____ (the "Former Domestic Partner") and I are no longer domestic partners as of ___/___/___ (the "Termination Date").

I understand that coverage under Tenet's group health plans for the benefit of non-California employees (the "Non-California GHPs"), the group health plans for the benefit of California employees (the "California GHPs"), or certain of Tenet's insured non-group health plans (the "Insured Non-GHPs") as applicable, for the Former Domestic Partner will terminate effective as of the Termination Date.

1. I make and file this Declaration of Termination in order to cancel the **Affidavit Declaring Domestic Partnership** filed with Tenet on ___/___/___.
2. Termination of the **Affidavit Declaring Domestic Partnership** is due to:
 - Termination of domestic partnership
 - No longer jointly responsible for each other's common welfare and living expenses
 - Death of domestic partner

I understand that with respect to Tenet's Self-Funded GHPs (both California and non-California) another **Affidavit Declaring Domestic Partnership** cannot be filed for at least **six (6) months** from the date the relationship ends (as indicated above) except with respect to death of my Former Domestic Partner (in both cases, subject to the enrollment provisions of the GHP). I understand that with respect to an Insured Non-GHP, my ability to file another Affidavit Declaring Domestic Partnership will be governed by the terms of such plan.

In the event that termination of this relationship is **not** due to the death of my Former Domestic Partner, I will mail my Former Domestic Partner a copy of this notice to the following address:

(Former Domestic Partner new address)

I affirm, under penalty of perjury, that the above statements are true and correct.

Signature of Employee

___/___/___
Date of Birth

___/___/___
Date

Printed name

Mail form to:

**MyBenefits Customer Support Center
100 Half Day Road
P.O. Box 1552
Lincolnshire, Illinois 60069-1552**

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