

## **RESTAURANT INDUSTRY HEALTH AND WELFARE TRUST FUND**

### **ADDENDUM TO ADOPTION AGREEMENT OF EMPLOYER ALLOWING EMPLOYEES TO WAIVE COVERAGE**

This Addendum is made to the Adoption Agreement between \_\_\_\_\_ ("Participating Employer") and the Restaurant Industry Health and Welfare Trust Fund ("Trust Fund") signed by the Participating Employer on \_\_\_\_\_, 20\_\_\_\_\_.

The Participating Employer has elected not to contribute to the Trust Fund for employees who waive coverage. The Adoption Agreement requires the Participating Employer to agree to the terms of this Addendum.

The Participating Employer will contribute to the Trust Fund for all employees except those who waive coverage in writing by signing the Trust Fund's declination of coverage form. In the event that the Trust Fund reviews the payroll records of the Participating Employer, all declination of coverage forms must be presented to the Trust Fund auditor for review. Contribution payments must be made by the Participating Employer for all covered employees except those who have signed declination of coverage forms. It is the responsibility of the Participating Employer to maintain copies of these forms for no less than six (6) years.

Employees may only decline coverage if: (1) they are covered as a dependent under another group health benefit plan through their spouse; (2) they are covered under military coverage or Medicare; or (3) they submit a written statement that the cost of the Employee's portion of the group health benefit is unaffordable as defined in the Affordable Care Act. It is the responsibility of the Participating Employer to obtain written proof of alternate insurance coverage by employees declining coverage for reasons (1) and (2) above. It is the responsibility of the Participating Employer to obtain the statement of unaffordability from employees declining coverage for reason (3) above and make such statement available for payroll record review. The Participating Employer must also provide the Trust Fund auditor with copies of the proof of alternate insurance during any payroll record review.

It is the responsibility of the Participating Employer to immediately notify the Trust Fund of any change in status of employees who have declined coverage. The Trust Fund has no obligation to communicate with the Participating Employer's employees about their alternate coverage or their declination of coverage. This is a responsibility of the Participating Employer.

The Participating Employer will fully defend, indemnify and hold harmless the Trust Fund and its Trustees, Plan Administrator and employees, consultants, agents and advisors against any and all loss, damage, liabilities, claims, demands, causes of action of any and every kind, nature and character, known or unknown, from injury or harm to any person or property arising out of or in any way connected with the participation of the Participating Employer under this Addendum to the Adoption Agreement. This is intended to include, but is not limited to, employment-related claims, statutory violations, breach of contract claims, claims for health and welfare and/or

medical benefits of any type, resulting from any medical condition, illness, personal injury or injury to property.

The Participating Employer also agrees that any dispute arising under this Addendum, involving itself or any employee or former employee, will be submitted to arbitration pursuant to the mandatory arbitration policy adopted by the Trust Fund as set forth in the Trust Agreement and the Adoption Agreement.

The parties signatory to this Addendum to Adoption Agreement are as follows:

RESTAURANT INDUSTRY AND  
HEALTH AND WELFARE TRUST FUND

PARTICIPATING EMPLOYER

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title (Owner, Officer, Partner)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date