



Affidavit of Domestic Partnership

Employee Information

| | | | |
|--|---------------------------------------|-------------------|------|
| Employee Name (Last, First, Middle Initial): | | | |
| Date of Birth: | Gender (circle one): Male / Female | Banner ID Number: | |
| Address: | City: | State: | Zip: |

Domestic Partner Information

| | | | |
|--|---------------------------------------|-------------------------|------|
| Domestic Partner Name (Last, First, Middle Initial): | | | |
| Date of Birth: | Gender (circle one): Male / Female | Social Security Number: | |
| Address: | City: | State: | Zip: |

Declaration

We, the undersigned, declare that:

- 1) We are at least 18 years of age and have the capacity to enter into a contract; and
- 2) We share a permanent residence (unless residing in different cities, states, or countries on a temporary basis).
- 3) We are the sole domestic partner of each, having been in the relationship for at least six (6) months, and intending to remain in that relationship indefinitely.
- 4) We are not currently married to, or legally separated from, another person under either statutory or common law.
- 5) We are responsible for each other's welfare.
- 6) We are not related by blood to a degree that would bar marriage in the State of Ohio.
- 7) We are financially interdependent on each other verified by attached documentation of at least three (3) of the following six choices:
 - A. Joint ownership of real estate property or joint tenancy on a residential lease.
 - B. Joint ownership of an automobile.
 - C. Joint bank or credit account.
 - D. A will designating the domestic partner as the primary beneficiary.
 - E. A retirement plan or life insurance policy designating the domestic partner as the primary beneficiary.
 - F. A durable power of attorney signed to the effect that powers are granted to one another.

Acknowledgements

- 1) We have read and understand the eligibility requirements and tax implications pertaining to the extended benefits eligible to domestic partners and their dependents. We also understand that Flexible spending accounts (FSA) and health savings accounts (HSA) are governed by IRS rules. The IRS does not recognize domestic partner status as a “qualified beneficiary”; therefore, reimbursement for an eligible domestic partner’s health care expenses cannot be administered through a flexible spending account (FSA) or a health savings account (HSA).
- 2) We waive, release, and indemnify the university from all claims and causes of action that may arise as a result of the university affording benefits to or certifying domestic partnership.
- 3) Kent State University’s cost for providing domestic partner benefits and the employee’s payroll contribution is generally taxable income to the employee unless the domestic partner is a qualified tax dependent of the employee.
- 4) The employee is responsible for notifying Kent State University by submitting an *Affidavit of Termination of Domestic Partnership Status* form within 31 days of the date that he/she no longer meets the eligibility requirements for domestic partner benefits. We understand that eligibility for domestic partner benefits ends on the last day of the month of termination of the domestic partnership.
- 5) This affidavit is requested for the purpose of Kent State University making a determination of our eligibility for domestic partner benefits provided by the university, and that this information will be held confidential, but will be disclosed as needed to university departments to make appropriate payroll and tax deductions and with third party administrators with whom the university contracts for benefits programs.
- 6) We understand that Kent State University establishes this plan with the intention of maintaining it for an indefinite period of time; however, the Kent State reserves the right to amend or terminate this plan at any time subject to any applicable collective bargaining obligations and in compliance with the following provisions:
 - Kent State University shall have the right to amend this plan in whole or in part. Amendments may be by resolution of the Board of Trustees or by the written approval of an authorized officer.
 - Kent State University reserves the right at any time to terminate the plan by a written resolution of the Board of Trustees or by the written approval of an authorized officer.
- 7) We understand that the university will require periodic re-certification of eligibility for domestic partnership.
- 8) We understand that according to the IRS, a “qualified beneficiary” status is limited to employees, their spouses, and dependent children covered on the employer’s group health plan. A domestic partner is not a COBRA qualified beneficiary and therefore will not have his or her own COBRA rights. A domestic partner’s children that are not dependents of the employee may also not be COBRA qualified beneficiaries.

Certification

We certify that the foregoing information is true and correct and understand that a false declaration of a domestic partnership or failure to file a timely notice of *Affidavit of Termination of Domestic Partnership Status* form with the university constitutes fraud and may result in Kent State University recovering damages from either or both of us for all costs and expenses incurred by the university as a result of that false declaration, including, but not limited to, benefits paid on behalf of the employee and/or domestic partner, as well as, attorney fees incurred by the university to recover such damages. False declaration may also result in disciplinary action up to and including termination under applicable university policy or collective bargaining agreements.

Employee Signature Date Domestic Partner Signature Date

Notarization: State of _____ County of _____

The foregoing affidavit was acknowledged before me this ____ day of _____, 20_____.

By: _____, Notary

Public _____

My Commission Expires: _____

For University Use Only

Affidavit and supporting documentation received and approved by _____ on _____.