

**AFFIDAVIT OF DOMESTIC PARTNERSHIP**

**Employee**

Last Name	First	Middle Initial	National ID (SSN)
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**Domestic Partner**

Last Name	First	Middle Initial	National ID (SSN)
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**Domestic Partners are defined as two individuals of the same or opposite sex:**

- 1. who are both 18 years of age or older and have the capacity to enter into a contract; and**
- 2. who are involved in an exclusive, long-term and committed relationship; and**
- 3. who have resided together in a common household continuously for at least six (6) consecutive months; and**
- 4. who intend to reside together indefinitely; and**
- 5. who are not related by blood to a degree of closeness which would prohibit legal marriage in the State in which the partners legally reside; and**
- 6. who have agreed to be jointly responsible for each other’s welfare, financial obligations, and basic living expenses, including food, shelter, and health care expenses; and**
- 7. who are not married, who are not currently involved in any other domestic partnership, and who have not been involved in any other domestic partnership or marriage for the last twelve (12) months, unless that partnership or marriage ended because of death.**

**DOCUMENTATION OF DOMESTIC PARTNERSHIP**

I am an employee of Case Western Reserve University (Case), have attached to this affidavit the following as documentation of the domestic partnership:

(Please check the items submitted):

\_\_\_\_\_ An Acknowledgement of Domestic Partnership Agreement, which acknowledges that an agreement exists between myself and my domestic partner that creates personal and financial liability and responsibility for each other’s welfare, financial obligations, and basic living expenses, including food, shelter, and health care expenses. This acknowledgement is to be in the form set out in Exhibit A to this Affidavit.

AND any two (2) of the following as verification of the domestic partnership’s joint responsibility for each other’s welfare, shared financial obligations and basic living expenses.

\_\_\_\_\_ Joint deed, joint mortgage agreement, or joint lease

\_\_\_\_\_ Designation of the domestic partner as primary beneficiary for a life insurance contract or retirement account

\_\_\_\_\_ Designation of domestic partner as primary beneficiary of will

- \_\_\_\_\_ Durable power of attorney for health care or financial management designating domestic partner as power of attorney
- \_\_\_\_\_ Joint ownership of a motor vehicle
- \_\_\_\_\_ Joint checking account
- \_\_\_\_\_ Joint credit account
- \_\_\_\_\_ Co-parenting or adoption agreement

#### CERTIFICATION OF DOMESTIC PARTNERSHIP

I, as an employee of Case, hereby certify that the above-names person and I meet all the eligibility requirements as “Domestic Partners” as defined above.

I understand all of the following:

- 1) domestic partners are eligible for all university benefits when the insurance carriers or benefit provider permits benefits to be extended to domestic partners;
- 2) non-employee domestic partners and dependent children of domestic partners are eligible to tuition waiver benefits, to the same extent and subject to the same rules and eligibility requirements as are applicable to employees.
- 3) under federal and state law, benefit coverage of the non-employee domestic partner and his/her children, including tuition waiver benefits, may result in taxable income to the employee and is subject to income tax withholding and applicable payroll taxes;
- 4) coverage for non-employee domestic partners may only be activated during open enrollment and is effective for one calendar year. Coverage may begin during the calendar year only if a qualifying change in family or job status occurs during that calendar year. Please see Benefits Overview and Enrollment Guide.
- 5) domestic partners are not eligible for continuing coverage under COBRA;
- 6) the employee must give written notice to Human Resources within thirty (30) days of any change of circumstances attested to in this Affidavit or of the termination of the domestic partnership, and file an amendment to the Affidavit or a termination of the Affidavit form;
- 7) another Affidavit of Domestic Partnership cannot be filed until twelve (12) months after a statement or termination of the previous partnership has been filed with Human Resources, unless that domestic partnership ended because of death;
- 8) falsely certifying eligibility for domestic partner benefits or failing to inform Case if the domestic partnership ceases to meet eligibility requirements in any respect will result in disciplinary action against the employee;
- 9) the employee will be liable for all expenditure for coverage and benefits, including tuition waiver benefits, that the employee obtained because of any misrepresentation or omission on this Affidavit, in certifying eligibility for benefits, or in failing to inform Case that the domestic partnership ceases to meet eligibility requirements;
- 10) university employees are permitted to use the information provided on this Affidavit to administer the benefits outlined above; and
- 11) the information contained in this Affidavit will be held confidential to the extent possible and will be subject to disclosure to third parties outside the university only upon the employee’s written consent, pursuant to a court order or as otherwise required by law.

CERTIFICATION OF DEPENDENT CHILDREN

I certify that the children of my domestic partner names below meet the following requirements:

- 1) The children reside within the household of the domestic partnership; and
- 2) The children are unmarried and (a) are under the age of 19, or (b) are full-time students and under the age of 23, or (c) are of any age and are mentally or physically incapable of supporting themselves; and
- 3) The children are dependent upon me and/or my domestic partner for at least 50 percent of their support; and
- 4) I, or my domestic partner, have a court-appointment legal relationship with the children (i.e. adoption, guardianship, foster child) or my domestic partner is the biological parent of the child

Proof of dependency may be required.

Partner's Dependent Children

_____ Last Name	_____ First	_____ Middle Initial	_____ Birth Date	_____ National ID (SSN)
_____ Last Name	_____ First	_____ Middle Initial	_____ Birth Date	_____ National ID (SSN)
_____ Last Name	_____ First	_____ Middle Initial	_____ Birth Date	_____ National ID (SSN)

I affirm, under the penalty of perjury that the assertions in this Affidavit are true and accurate to the best of my knowledge.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Before me on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ appeared  
 this \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, who was sworn and subscribed his/her name above.

\_\_\_\_\_  
NOTARY PUBLIC

## ACKNOWLEDGEMENT OF DOMESTIC PARTNERSHIP AGREEMENT

This Acknowledgement of Domestic partnership agreement is being executed by

\_\_\_\_\_, an employee of Case Western Reserve University (Case) (hereinafter “the Employee”), and \_\_\_\_\_, the employee’s Domestic Partner (hereinafter “the Domestic Partner”), which individuals shall collectively be referred to in this Acknowledgement at “the Parties.”

WHEREAS, the Employee is an employee of Case;

WHEREAS, Case has agreed to extend to Case employees benefits for employees’ domestic partners when the insurance carrier or benefit provider permits benefits to be extended to domestic partners, including tuition waiver benefits;

WHEREAS, it is essential that Case have the basis for verifying the right of the Employee to have benefits extended to his/her Domestic Partner;

WHEREAS, the Parties have advised Case that they have entered into a Domestic Partnership Agreement providing for the joint responsibility for each others welfare, financial obligations, and basic living expenses;

WHEREAS, the parties are willing to provide Case with this Acknowledgement of their Domestic Partnership Agreement in order to confirm eligibility to participate in the benefits as provided.

### ACKNOWLEDGEMENT BY THE PARTIES

The Parties affirmatively acknowledge that the following statements below are true and accurate and are a part of the Domestic Partnership Agreement, which they have entered into:

1. Each Party is 18 years of age or older and have the capacity to enter into a contract; and
2. The Parties are involved in an exclusive, long-term and committed relationship; and
3. who have resided together in a common household continuously for at least six (6) consecutive months; and
4. The Parties intend to reside together indefinitely; and
5. The Parties are not related by blood to a degree of closeness which would prohibit legal marriage in the State in which the partners legally reside; and
6. The Parties have agreed to be jointly responsible for each other’s welfare, financial obligations, and basic living expenses, including food, shelter, and health care expenses; and
7. Neither of the Parties are married, are currently involved in any other domestic partnership, and have been involved in any other domestic partnership or marriage for the last twelve (12) months, unless that partnership or marriage ended because of death.

The Parties, having first read this Acknowledgement of Domestic Partnership Agreement, agree to the terms set out above and have affixed below their signatures to this Acknowledgement.

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Domestic Partner's Signature

Before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ appeared \_\_\_\_\_, ("the Employee").

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_)  
\_\_\_\_\_)

NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

SS:

Before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ appeared \_\_\_\_\_, ("the Domestic Partner").

NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_