

AFFIDAVIT OF DOMESTIC PARTNERSHIP

Employee				
	Last	First	Middle Initial	Social Security #
Domestic Partner				
	Last	First	Middle Initial	Social Security #

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, an employee of CWRU, 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 CWRU, hereby certify that the above-named 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 carrier or benefit provider permits benefits to be extended to domestic partners;
- 2) non-employee domestic partners and dependent children of domestic partners are eligible for 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 CWRU 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 CWRU 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 named 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-appointed 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	_____ First	_____ M.I.	_____ Birth Date	_____ Social Security #
_____ Last	_____ First	_____ M.I.	_____ Birth Date	_____ Social Security #
_____ Last	_____ First	_____ M.I.	_____ Birth Date	_____ Social Security #

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 this _____ day of _____, 20____, appeared

_____, 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 (“CWRU”) (hereinafter “the Employee”), and _____, the employee’s Domestic Partner (hereinafter “the Domestic Partner”), which individuals shall collectively be referred to in this Acknowledgement as “the Parties.”

WHEREAS, the Employee is an employee of CWRU;

WHEREAS, CWRU has agreed to extend to CWRU 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 CWRU have the basis for verifying the right of the Employee to have benefits extended to his/her Domestic Partner;

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

WHEREAS, the Parties are willing to provide CWRU 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. The Parties 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 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”).

NOTARY PUBLIC
My Commission Expires: _____

STATE OF _____)
_____)
_____)

SS:

Before me on this _____ day of _____, 20____, appeared
_____, (the Domestic Partner”).

NOTARY PUBLIC
My Commission Expires: _____