

# WHEATON COLLEGE

## Benefits for Domestic Partners

Effective July 1, 2004, the domestic partners (as defined below) of faculty and staff members, and their qualified dependents, will be eligible to participate in Wheaton College's medical, dental and tuition plans.

### **Criteria for Domestic Partnerships:**

Wheaton faculty and staff members may designate only one person as an eligible domestic partner for benefits. To qualify, both you and your domestic partner must have met **all** of the following criteria, as well as completing the affidavit described below.

Domestic partners:

- You are each other's sole domestic partner, same or opposite sex, and intend to remain so indefinitely.
- You are not legally married to, under either statutory or common law, or the domestic partner of, anyone else.
- You do not have a former spouse who is currently utilizing Wheaton College's benefits through a relationship with you.
- You are not related by blood so that you would be prohibited from marrying under applicable law.
- You are at least eighteen (18) years of age and legally able to enter into a contract.
- You have resided together in the same principal residence for at least one (1) year, and intend to reside together indefinitely.
- You are jointly responsible for the welfare and financial obligations of the household, **or**, your partner is dependent upon you for care and financial support.

Also, it must have been at least one (1) year since either has filed a statement of termination of a previous domestic partnership affidavit, if applicable.

### **Affidavit:**

To enroll an eligible domestic partner, and/or her or his eligible dependents, in the medical, dental or tuition programs, both the employee and the domestic partner must complete and sign an "Affidavit of Domestic Partnership for Benefits Eligibility" form (copy attached). The employee and/or domestic partner may be required to provide additional documentation in support of the Affidavit. Types of documentation requests may include:

1. proof of common residence: e.g., driver's licenses showing the same address, passports, etc.
2. proof of financial interdependence: e.g., joint bank accounts, co-borrowers of loans, beneficiaries on insurance policies, designated signatures on safe deposit boxes, etc.

### **Termination of Domestic Partnerships:**

If there is any change in the criteria certified on the Domestic Partnership form that would make the domestic partnership invalid, the employee/domestic partner must complete a "Statement of Termination" form available in Human Resources and return it within thirty (30) days of the change.

Medical and dental benefits for the domestic partner and/or eligible children will be discontinued on the last day of the month in which the termination notice is received in Human Resources. Tuition benefits end with the last semester completed before the termination notice is received.

The employee/domestic partner must also mail a copy of the termination notice to the former domestic partner within ten (10) days of completing the notice. Once a statement of termination has been submitted, the employee may not cover another domestic partner for at least twelve (12) months from the date benefits were canceled.

**Benefit Continuation Rights of Domestic Partners:**

Domestic partners and their eligible dependents are not considered qualified beneficiaries under COBRA. However, Wheaton extends rights similar to COBRA for health and dental insurance to domestic partners and their eligible dependents to the extent allowed by each health/dental insurance carrier.

**Tax Considerations:**

Under current Federal tax laws, pre-tax dollars cannot be used to purchase benefits for domestic partners who do not qualify as Federal tax dependents. If a domestic partner or a child of a domestic partner (for whom the employee cannot claim a tax deduction) is enrolled in medical or dental coverage, the employee will pay for his or her share of all dependents' coverage with after-tax dollars. In addition, if the employee's domestic partner is not the employee's tax dependent, the Internal Revenue Service currently treats the fair market value of benefits provided to the domestic partner and his or her dependents, minus any contribution paid by the employee for this coverage, if any, as income to the employee. Wheaton is required to include this amount as regular, taxable income on the employee's paycheck and W-2 at the end of the year. Also, Wheaton is obligated to withhold the required taxes.

Please call Remle Gordon in the Human Resources Department (ext. 8206) if you have any questions.

# WHEATON COLLEGE

## Affidavit of Domestic Partnership for Medical, Dental and Tuition Benefits Eligibility

### I. Declaration:

We, \_\_\_\_\_ and \_\_\_\_\_  
(print employee's name) (print partner's name)

certify that we are domestic partners in accordance with the following criteria:

### II. Criteria:

- You are each other's sole domestic partner, same or opposite sex, and intend to remain so indefinitely.
- You are not legally married to, under either statutory or common law, or the domestic partner of, anyone else.
- You do not have a former spouse who is currently utilizing Wheaton College's benefits through a relationship with you.
- You are not related by blood so that you would be prohibited from marrying under applicable law.
- You are at least eighteen (18) years of age and legally able to enter into a contract.
- You have resided together in the same principal residence for at least one (1) year, and intend to reside together indefinitely.
- You are jointly responsible for the welfare and financial obligations of the household, **or**, your partner is dependent upon you for care and financial support.

### III. Change in Domestic Partnership:

- We agree to notify Wheaton College's Human Resources Department if there is any change in our status as domestic partners as attested to in this Affidavit which would make us no longer eligible for Wheaton College's benefits (for example, a change in joint residence or if we are no longer each other's sole domestic partner). We will notify Wheaton College within thirty (30) days of such change by filing a Statement of Termination of Domestic Partnership ("Statement of Termination"). The Statement of Termination shall affirm that the Domestic Partnership status is terminated as of its date of execution and that a copy of the Statement of Termination has been mailed to the other party by the party authorizing such action.
- After such termination, I, \_\_\_\_\_ understand that a  
(employee)  
subsequent Affidavit of Domestic Partnership cannot be filed until twelve (12) months after a Statement of Termination has been filed with Wheaton College's Human Resources Department.

### IV. Statement of Confidentiality:

- Wheaton College shall keep information obtained in the Affidavit of Domestic Partnership in the strictest confidence. Such information will not be used for any other purpose or released without the written consent of both parties except that Wheaton College may provide a copy of this Affidavit to the health care carrier as evidence of eligibility.

**V. Acknowledgments:**

- We understand that any person/employer/company who suffers any loss due to any false statement contained in this Affidavit may bring a civil action against either or both of us to recover their losses, including reasonable attorneys' fees. Furthermore, we understand that if it is determined that any false statements are contained in this Affidavit, our health coverage may be terminated retroactive to the date this Affidavit was signed. False statements may also lead to disciplinary action, up to and including termination of employment
- We understand that we may be required to provide additional documentation in support of this Affidavit, and that types of documentation requests may include, but are not limited to, the following:
  1. proof of common residence: e.g., driver's licenses showing the same address, passports, etc.
  2. proof of financial interdependence: e.g., joint bank accounts, co-borrowers of loans, beneficiaries on insurance policies, designated signatures on safe deposit boxes, etc.
- We have provided the information in this Affidavit for use by Wheaton College's Human Resources Department for the sole purpose of determining our eligibility for domestic partner benefits.
- We affirm, under penalty of perjury, that the assertions in this Affidavit are true to the best of our knowledge.

(employee signature)	(date)
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(employee address)
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(domestic partner signature)	(date)
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(domestic partner address)
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(Human Resources signature)	(date)
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**WHEATON COLLEGE**

**Statement of Termination of Domestic Partnership**

I, \_\_\_\_\_ certify that:  
(employee or partner)

1. \_\_\_\_\_ and I are no  
(name of employee or partner)  
longer domestic partners.

2. I make and file this Statement of Termination in order to cancel the Affidavit of Domestic Partnership by me with the Plan  
on: \_\_\_\_\_  
(date of Affidavit)

3. I mailed my former domestic partner a copy of this notice at:  
\_\_\_\_\_  
(indicate address notice was mailed)  
on: \_\_\_\_\_  
(date mailed)

I declare, under penalty of perjury, under governing state laws, that the above statements are true and correct.

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

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\_\_\_\_\_  
(Human Resources signature) (date)