

# AMERICAN UNIVERSITY AFFIDAVIT OF DOMESTIC PARTNERSHIP

Faculty/Staff Name \_\_\_\_\_ AU ID \_\_\_\_\_

Domestic Partner's Name \_\_\_\_\_

## *Section I Registration or Certification of Domestic Partnership*

We are domestic partners because we can meet one of the following requirements (check either A or B below) and are applying for eligibility in select benefit plans as exclusively determined by American University.

- A.** We are registered as each other's domestic partner, civil union partner, or reciprocal beneficiary with a government agency where such registration is available (please attach a copy of the registration record with this affidavit);

*Or*

- B.** We certify that we:
- are at least 18 years of age and mentally competent to consent to a legally binding contract;
  - are each other's sole domestic partner and intend to remain in this relationship indefinitely;
  - share a close, personal relationship and are responsible for each other's common welfare;
  - share the same primary residence (and have shared this residence for the past twelve months) and intend to do so indefinitely;
  - have not had another domestic partner within the past twelve (12) months;
  - are not related by blood closer than would bar marriage in the District of Columbia or the state we live in;
  - are financially interdependent on each other;
  - will demonstrate our joint responsibility to each other's common welfare and financial interdependence by providing proof of the existence, for a minimum of 12 months preceding the execution of this declaration, of **at least one** of the following (please check applicable categories and attach copies with this affidavit):
    - Joint ownership of real estate property or joint tenancy on a residential lease
    - Joint ownership of an automobile
    - Joint bank or credit account
    - Joint liabilities (i.e., credit cards or loans)
    - A will designating the domestic partner as beneficiary
    - A retirement plan or life insurance policy designating the domestic partner as primary beneficiary
    - A durable power of attorney signed to the effect that the partners have granted powers to one another

## *Section II Benefits Enrollment and Termination of Domestic Partnership*

I understand that:

- My domestic partner is eligible to enroll during the university health plan open enrollment periods, at the time of my hire, upon meeting the certification requirements outlined in Section I, or when a qualifying event occurs.
- This affidavit shall be terminated upon the death of my domestic partner, or by a change in circumstances attested to in this affidavit.
- I must provide written notice to the benefits office if there is any change of circumstances attested to in this affidavit within 30 days of the change by filing a Statement of Termination of Domestic Partnership and that the termination of benefits for this partner will take place the day I provide this notice.
- After such termination, another Affidavit of Domestic Partnership cannot be filed until the end of a full twelve-month period following the filing of a Statement of Termination of Domestic Partnership with the benefits office.

### Section III Financial Implications

Determining whether your partner and his or her child(ren) are considered dependents for purposes of federal and state tax-free health coverage can be complex. You may wish to consult a tax professional for advice on your personal situation before you declare that they qualify for tax-free health coverage provided by American University. Your domestic partner and child of a domestic partner are eligible for tax-favored health coverage if they are your tax dependent as defined by the Internal Revenue Code or if your domestic partner meets all of the following requirements:

- He/she lives with you (shares a principal residence) for the full tax year
- He/she is a citizen, national, or legal resident of the United States or a resident of a contiguous country
- He/she is not anyone's IRC Section 152 qualifying dependent
- He/she receives more than half of their support from you.

#### Declaration of Tax Status

Please indicate whether you declare your domestic partner and covered dependents to be eligible for tax-free health coverage by checking one of the boxes in the following table:

Check one box	Domestic Partner is an IRS Tax Dependent	Registered Domestic Partner in DC	Domestic Partner Does Not Meet Any Tax Favored Conditions*
<b>DC Resident</b>	<input type="checkbox"/> Federal: Non-taxable DC: Non-taxable	<input type="checkbox"/> Federal: Taxable DC: Partially taxable**	<input type="checkbox"/> Federal: Taxable DC: Taxable
<b>Non-DC Resident</b>	<input type="checkbox"/> Federal: Non-taxable MD or VA: Non-taxable	N/A	<input type="checkbox"/> Federal: Taxable MD or VA: Taxable

\* Is not an IRS tax dependent, or a registered domestic partner.

\*\* Entire AU contribution to health and/or dental coverage is non-taxable in DC, however domestic partner's portion of premium must be deducted on an after-tax basis.

### Section IV Other Matters

1. We understand that payments by the employed partner for health coverage or other benefits received by a domestic partner may not be eligible for treatment under American University's Section 125 Benefits Plan and that coverage of the non-faculty/staff domestic partner could result in additional imputed taxable income to the faculty/staff member, with possible withholding for payroll taxes (including income and social security taxes.)
2. We understand that, in addition to these eligibility requirements of American University for domestic partner coverage, there are terms and conditions of coverage set forth in the service agreements of each health care and life insurance plan offered through American University to which we agree to be bound.
3. We understand willful falsification of information contained in this Affidavit may result in the university immediately terminating our enrollment under the university-sponsored health care plan or other covered benefits. 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 recognizing domestic partnerships.
4. We certify that the foregoing information is true and correct and understand that providing false information or failure to timely notify Human Resources of termination of domestic partnership may result in disciplinary action up to and including termination of employment from American University. We agree that in the event of misrepresentation or failure to provide timely notification of termination of domestic partnership, the University may recover damages from either or both of us for all costs and expenses incurred by the University as a result of that false declaration, including, without being limited to, sums for benefits to which a person was not entitled and attorneys' fees incurred by the University to recover its damages.

\_\_\_\_\_  
Faculty/Staff Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Domestic Partner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Receipt acknowledged for American University's HR Department by *(Please Print)*

\_\_\_\_\_  
Date