

# Haverford College

## Affidavit of Domestic Partnership

*(For Haverford College Use Only)*

Haverford College (the “College”) provides certain benefits to your domestic partner and their eligible children under the Haverford College Welfare Benefits Plan (the “Plan”), provided you and your domestic partner complete and sign this Affidavit of Domestic Partnership (the “Affidavit”). You must sign this Affidavit in the presence of a Notary Public, and return it along with appropriate documentation to the Office of Human Resources at the address listed below. Once your Affidavit and documentation have been reviewed, you and your domestic partner will be informed as to whether any further information or action is required.

### **A) Declaration**

We, \_\_\_\_\_ (name of the College Employee)

and, \_\_\_\_\_ (name of Domestic Partner),

affirm that we are engaged in a committed relationship for our mutual support and benefit, and certify that we are domestic partners in accordance with the following criteria, and that we are eligible for benefits coverage under the Plan.

### **B) Proof of Status**

We declare that, during the past six months we have met, and continue to meet, all of the following requirements:

1. We are jointly responsible for the basic living expenses and welfare of the other partner;
2. We are not related by adoption or blood, or other degree of closeness, which would prohibit legal marriage in the State or Commonwealth in which we reside;
3. We are each eighteen (18) years of age or older;
4. We are each the sole domestic partner of the other partner with whom they have a close committed relationship for the last six months;
5. We meet or agree to meet the requirements of any applicable federal, state or local laws or ordinances relating to domestic partnerships;
6. Neither of us are married to anyone else, and, if previously married, a legal divorce or annulment has been obtained, or the former spouse is deceased;
7. Neither of us is a member of another domestic partnership, and if we previously were a member of a domestic partnership, that we have taken the necessary legal, or other related steps, to terminate such relationship;

8. We have been living together on a continuous basis for at least six months prior to the date of this Affidavit and can demonstrate proof of such cohabitation (e.g., driver's license, tax return or other sufficient proof); and

9. We can demonstrate financial interdependence by submission of proof of three (3) or more of the following documents:

- A. a Domestic Partnership Agreement or Certificate;
- B. a joint mortgage or lease;
- C. a designation of one of the partners as beneficiary in the other partner's will;
- D. a durable property and health care power of attorney;
- E. a joint ownership / title to an automobile, or joint bank account or credit account; or
- F. such other proof as is sufficient to establish economic interdependency under the circumstances of the particular case.

### **C) Taxation**

If your domestic partner or your domestic partner's child(ren) qualify as your federal tax dependents under Section 105(b) of the Internal Revenue Code of 1986, as amended (the "Code"), the value of any medical benefits they receive will not be included in your taxable income. Generally, your domestic partner and their child(ren) will qualify as your tax dependents for this purpose with respect to a taxable year if they individually satisfy each of the following requirements during the entire taxable year:

1. The individual is a member of your household, residing in your home as their principal place of residence;
2. You provide more than 50% of the individual's support (compare the amount you contribute to support the individual with the total amount the individual received for support from all other sources, including the individual's own earnings); and
3. To the best of your knowledge, the individual is not being claimed as a tax dependent by any other person.

If you elect to have your domestic partner or your domestic partner's child(ren) covered under the Plan, and they are NOT your tax dependent as described above, the fair market value of the medical benefits they receive will be included in your taxable income as "imputed income." Imputed income in this instance refers to the employer-paid portion of the domestic partner's (and/or domestic partner's child(ren)) medical coverage. You will pay Federal Income Tax and Social Security payroll taxes on such imputed income. ***Before completing the certification below, please consult with a tax professional to determine whether your domestic partner and/or your domestic partner's child(ren) are your tax dependents under Code Section 105(b).***

I certify the following (please check each applicable box):

- My Domestic Partner IS my tax dependent.
- My Domestic Partner is NOT my tax dependent.

- I wish to enroll the following child(ren) of my Domestic Partner in the Plan and hereby certify (below) whether each child satisfies all of the above requirements to qualify as my tax dependent:

\_\_\_\_\_ Whom I certify:  is my tax dependent  
(Print Name)  is **NOT** my tax dependent

\_\_\_\_\_ Whom I certify:  is my tax dependent  
(Print Name)  is **NOT** my tax dependent

\_\_\_\_\_ Whom I certify:  is my tax dependent  
(Print Name)  is **NOT** my tax dependent

### **D) Change in Domestic Partnership**

1. As an employee of the College, I agree to notify the College Human Resources Office, if there is any change in our status as domestic partners. I agree to notify the College within 31 days of such change, by providing documentation that the domestic partnership has been terminated.
2. We understand that, upon the formal termination of the domestic partnership, former domestic partners and their children will be eligible for continuation of health benefits at their own expense, in accordance with federal law (i.e., COBRA continuation coverage).

### **E) Acknowledgements and Disclosures**

We understand that this Affidavit shall be terminated upon the death of the undersigned domestic partner or by a change in circumstances as listed in Section B.

We agree to notify the College Human Resources Office within 31 days of any change of circumstances attested to in this Affidavit, which would result in the termination of our Domestic Partnership. *As an example and reminder, a legally recognized marriage to your domestic partner would constitute a change of circumstance that should be communicated within 31 days to the College Human Resources Office.*

After such termination, we understand that another Affidavit of Domestic Partnership cannot be filed until six (6) months after notice of termination of our Domestic Partnership has been given to the College Human Resources Office.

We understand that this information will be held confidential and will be subject to disclosure only upon written authorization or if otherwise required by state law.

We agree to be fully responsible for any false or misleading statements, misrepresentations or inaccuracies contained in this Affidavit, whether knowing or unknowing, and to indemnify and hold the College harmless for any losses, costs, damages or other liabilities (including, but not limited to, attorneys' fees), incurred either directly or indirectly as a result of any such inaccuracy.

We acknowledge that any false statement in this Affidavit could result in disciplinary action by the College, including termination of employment and/or potential claims of tax fraud.

We affirm, under penalty of perjury, that the assertions in this Affidavit are true and correct to the best of our knowledge and belief.

\_\_\_\_\_  
(Signature of the College Employee)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Domestic Partner)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of the College's Human Resources Representative)

\_\_\_\_\_  
(Date)

Please remit this Affidavit to:

**Haverford College  
Office of Human Resources  
370 Lancaster Avenue  
Haverford, PA 19041**

**Phone: (610) 795-6124  
Fax: (610) 896-1240  
Email: [hc-hr@haverford.edu](mailto:hc-hr@haverford.edu)**