**11/202**1

Employee ID\_\_\_\_\_

(Required)

## UNIVERSITY OF ROCHESTER CERTIFICATION OF DOMESTIC PARTNER STATUS

Employee's Name:	Last 4 of SSN:
Domestic Partner's Name:	Last 4 of SSN:

Please review the full document - you must meet <u>ALL</u> criteria listed below in order for your domestic partner to be eligible to be a dependent on the University of Rochester's benefits programs. I certify that we meet the following criteria as domestic partners for the purpose of being eligible for certain benefits offered under the University of Rochester's benefits program\*:

- 1. We have an exclusive mutual commitment, similar to that of marriage;
- 2. We are each other's sole domestic partner and intend to remain so indefinitely;
- 3. Neither of us is legally married under a marriage that is recognized under state or federal law;
- 4. We are not related by blood to a degree of closeness which would prohibit legal marriage in the state in which we legally reside;
- 5. We are both at least eighteen (18) years of age and are legally competent to contract;
- 6. We are currently residing together and have resided together in a common household for at least six (6) consecutive months and intend to reside together indefinitely. (The residency requirement can be suspended for up to twelve (12) months when a partner resides in a different geographical area on a temporary basis.)
- 7. It has been at least six (6) months since the University's Office of Total Rewards has received a Statement of Termination of Domestic Partnership from either of us; and
- 8. We share joint responsibility for our common welfare and financial obligations demonstrated by <u>both</u>:

(a) **the existence of a domestic partner agreement** (a qualifying domestic partnership agreement is a legally binding agreement between two individuals creating personal and financial interdependence, i.e., joint and several liability for each other's debts and expenses, responsibility for mutual care, etc.) **please note**: the domestic partnership agreement may be obtained from the City of Rochester if your local municipality does not provide such agreements; **and** 

(b) at least two other items showing joint responsibility, such as joint bank accounts, joint deed, mortgage agreement or lease, joint credit account or other liability, joint ownership of a motor vehicle, designation of domestic partner as primary beneficiary for life insurance or retirement contract(s), designation of domestic partner as primary beneficiary of will, durable power or health care power of attorney, co-parenting agreement, or an adoption agreement.

By signing this certification I, the undersigned employee, understand that:

- 1. Domestic partners and their dependents are subject to the same plan guidelines which govern all other participants in the University's benefits programs. The plan documents and the insurance contracts govern all questions of coverage.
- 2. The University reserves the right to request proof that the domestic partnership meets the eligibility criteria set forth above and I agree to provide the University with supporting documents (e.g., domestic partner agreement, the existence of joint bank accounts, joint liability for mortgages and the like) if requested to do so. The University in its sole discretion has the right to determine whether the criteria have been satisfied.
- 3. I may be taxed on the value of the benefits provided to my domestic partner and, if applicable, his/her dependent children, and I am responsible for any such tax consequences. For example, the value of health and dental coverage provided to my domestic partner and, if applicable, his/her dependent children may trigger taxable income to me. Also, the value of any tuition benefits provided to my domestic partner and, if applicable, his/her dependent children will be taxed to me.
- 4. If there is any change in our status as domestic partners as certified herein, I will notify the University within thirty (30) days of such a change. (If this change results in a termination of the domestic partnership status, a Statement of Termination of Domestic Partnership must be completed and filed with the Office of Total Rewards. The domestic partnership status will be terminated as of the date the Termination Statement is signed.)
- 5. I understand that the University may change its rules on domestic partners, on COBRA benefits, and any other aspect of its benefit plans at any time.

I affirm the statements made above are true and complete to the best of my knowledge and understand that false statements and/or the failure to notify the University of Rochester of any changes in status can result in disciplinary action.

Signature of Employee

Date

\* These include the University's health care, dental care, life insurance, long-term care, employee assistance, lifestyle management and tuition assistance programs. To participate in a program, the domestic partner and, if applicable, his/her dependents must enroll in the program, and benefits are subject to the terms and conditions of the program.