



## **Same Sex Domestic Partner Policy**

**Effective Date: July 1, 2004**

**Centenary University will expand its eligibility for participation in medical benefit coverage (medical, prescription drug, dental and vision coverage) to include individuals who have an established relationship with a Centenary University employee and who meet the University's definition of Same Sex Domestic Partners.**

### **Eligibility:**

A Centenary University employee who is regularly scheduled to work a minimum of 1,000 hours per year, who is enrolled in the benefit plan(s) and who meets all of the established eligibility criteria as defined in this policy, as follows:

1. The individuals are of the same sex and are each other's sole domestic partner and intend to remain so.
2. The individuals are at least 18 years of age.
3. The individuals are not married to anyone else and do not have any other domestic partners.
4. The individuals have resided in the same household on a continual basis for the preceding 12 months and must continue to do so throughout the period of coverage.
5. The individuals have shared financial responsibilities.
6. The individuals are not related by blood.

An employee who makes false or misleading statements about satisfying the eligibility and/or enrollment criteria or who fails to properly notify the Human Resources Department of a change in status may be subject to disciplinary action including loss of related benefits and such employee will be responsible for reimbursement to the University for any costs incurred by the University.

### **Definition of Domestic Partner:**

Under the definition in Section 152 of the Internal Revenue Code, your Domestic Partner is your "dependent" if all three of the following tests are met:

1. You provide over one-half of the support of your Domestic Partner for the year. In calculating support you must compare the amounts you contribute to your Domestic Partner with the amounts your Domestic Partner receives from ALL other sources including earnings, interest and so forth.
2. Your Domestic Partner is a member of your household for the year, and
3. Your home is the principal place of residence of your Domestic Partner for the year.

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## **Enrollment Procedures for Domestic Partner:**

In order for individuals who meet the requirements of a Domestic Partnership to participate in any of the University medical benefit plans (medical & prescription drug, dental and vision coverage), the University employee must be eligible to participate in the benefit plan(s), must be enrolled in the benefit plan(s) and must complete a “Declaration of Domestic Partnership Form.” This form is available in the Human Resources Department.

The employee must submit, along with the “Declaration of Domestic Partnership Form,” at least 4 of the following documents:

- Joint ownership of real property
- Joint ownership of significant assets
- Joint lease
- Joint loan
- Joint credit card
- Designation of one of the individuals as primary beneficiary in the other’s will
- Designation of one of the individuals as attorney in a Durable Power of Attorney document for the other person
- Designation of one of the individuals as health care surrogate for the other person
- Designation of one of the individuals as primary beneficiary in the other person’s life insurance policy
- Designation of one of the individuals as primary beneficiary in the other person’s retirement contract

## **Definition of Dependent Child(ren) of Your Domestic Partner**

Under the definition of Section 152 of the Internal Revenue Code, a child(ren) of your Domestic Partner is your “dependent” if all three of the tests listed above under “Definition of Domestic Partner” are met.

## **Enrollment Procedures for Dependent Children of Domestic Partners:**

In order for the dependent child(ren) of a domestic partner to participate in the University medical benefit plans (medical & prescription drug, dental and vision), they must meet the following criteria and the employee must submit, along with the “Declaration of Domestic Partnership Form,” the following documents, as applicable:

- Birth certificate or adoptive agreement in which both the employee and the Domestic Partner are named.
- The child(ren) meet the age requirement or full-time student requirements set forth by the Internal Revenue Service as the test for whether the child(ren) can be claimed as an exemption(s), or who otherwise qualify as a dependent under the Internal Revenue Service laws relating to the federal income tax.

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## **Termination of Domestic Partner Relationship:**

If there is a change in the status of the Domestic Partners, the Centenary University employee shall notify the Human Resources Department in writing within thirty (30) days of the effective date of such change. If this change results in a termination of the Domestic Partnership status, a “Declaration of Termination of Domestic Partnership” form must be completed. The Domestic Partnership status will be terminated as of the date the signed Declaration of Termination of Domestic Partnership form is received in the Human Resources Department. Medical benefits will cease in accordance with applicable Summary Plan Documents and insurance contracts.

## **Protected Health Information**

In accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPPA), the protection of health information of eligible Domestic Partners is covered under the Centenary University Notice of Privacy Practices Policy.

**Centenary University is not legally required to offer medical benefit coverage to Domestic Partners. Centenary University is offering this medical benefit coverage to Domestic Partners voluntarily and in so doing does not incur any additional obligation, responsibility or liability. Centenary University reserves the right in its sole and absolute discretion to change this Policy, any rules on benefits and any other aspect of the benefit plans or programs at any time, without notice.**

## Declaration of Domestic Partnership (Same Sex)

### Certification

We \_\_\_\_\_  
(Print Centenary University Employee's Name) (Print Domestic Partner's name)

certify to Centenary University that we are Domestic Partners in accordance with the following criteria:

#### Domestic Partner (Same Sex) Criteria:

1. We are each other's sole Domestic Partner with the intent of remaining so indefinitely. We are in a relationship of mutual support, caring and commitment. We share joint responsibility for the household. If marriage were permitted by law, we would marry.
2. We are of the same sex. Neither one of us is legally married to someone else. We are not related by blood.
3. We each are at least eighteen (18) years of age.
4. We have resided together for at least 12 months and intend to reside together indefinitely.
5. We have shared financial responsibilities.

#### Required Proofs:

Provide at least four (4) of the following:

- Joint ownership of real property
- Joint ownership of significant assets
- Joint lease
- Joint loan
- Joint credit card
- Designation of one of the individuals as beneficiary in the other person's will
- Designation of one of the individuals as attorney in a Durable Power of Attorney document for the other person
- Designation of one of the individuals as health care surrogate for the other person
- Designation of one of the individuals as primary beneficiary of the other person's life insurance policy
- Designation of one of the individuals as primary beneficiary in the retirement contract of the other person

## **Declaration of Domestic Partnership (Same Sex) Certification**

### **Acknowledgements:**

#### **By signing this Declaration, I acknowledge that I have been informed that:**

1. Domestic Partners are subject to the same policies and guidelines of the University medical benefit plans (medical & prescription drug, dental and vision coverage) as married partners. The Summary Plan Documents and the insurance contracts govern all questions of coverage. The Centenary University employee must first meet the eligibility and enrollment requirements for the specified benefit(s). Where a Centenary employee has not qualified for a benefit, the Domestic Partner and any dependent of that employee also will not qualify. Where a Centenary employee ceases to qualify for a benefit, through, for instance, termination from Centenary, the Domestic Partner and any dependents shall also cease to qualify.
2. Access to benefits is subject to the enrollment periods, waiting periods, plan rules and regulations governing each of the various benefits. For example, dependents who have not been covered continuously through another insurance plan in the 12 months prior to enrollment, may be subject to pre-existing conditions limitations at the time they enroll in the Centenary plan(s).
3. Centenary University reserves the right to request proof that my domestic partnership meets the joint residency and financial interdependency eligibility criteria as outlined in the Same Sex Domestic Partner Policy; and I agree to provide the required supporting documents along with this Certification.
4. The Internal Revenue Service currently treats as imputed income the value of the medical benefit coverage provided to my Domestic Partner and his/her dependent(s), if any, minus any contribution paid by me for this coverage. I understand that I will be responsible for federal income tax on the value of the income imputed to me for this benefit.
5. If there is a change in the status of the Domestic Partners, we agree that the employee will notify Centenary University in writing within thirty (30) days of the effective date of such change. If this change results in termination of the Domestic Partnership status, a Declaration of Termination of Domestic Partnership form must be completed by the University employee. The Domestic Partnership status will be terminated as of the date the signed Declaration of Termination is received in the Human Resources Department. Medical benefit coverage (medical & prescription drug, dental and vision coverage) will terminate in accordance with applicable Summary Plan Documents and insurance contracts.
6. Upon termination of eligibility status for health insurance, COBRA-like health insurance coverage to Domestic Partners and/or their children is **NOT** offered and Centenary University has no legal obligation to do so.
7. At least twelve (12) months must elapse from the date the Declaration of Termination of Domestic Partnership was filed with Centenary University Human Resources Department before benefits for another domestic partnership will be approved by Centenary University. This paragraph excludes death of the Domestic Partner.

**Declaration of Domestic Partnership (Same Sex)  
Certification**

- 8. The information provided in this Declaration is for use by the Centenary University Human Resources Department for the sole purpose of determining and maintaining eligibility for a Domestic Partner in the medical benefit program(s).
- 9. An employee who makes false or misleading statements about satisfying the eligibility and/or enrollment criteria or who fails to properly notify the Human Resources Department of a change in status may be subject to disciplinary action including loss of related benefits and such employee will be responsible for reimbursement to the University for any costs incurred by the University.
- 10. Centenary University reserves the right in its sole and absolute discretion to change this Policy, any rules on benefits and any other aspect of the benefit plans or programs at any time, without prior notice.
- 11. We have provided information in this Certification knowing that Centenary University will be relying on the acknowledgments made in this Certification and will be granting certain University medical benefits to us based on such reliance.

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**To Be Completed by Centenary University Employee**

We affirm that the statements made above are true and complete to the best of our knowledge. We understand and agree to the above terms and conditions regarding dependent eligibility for Centenary University medical benefits, as defined. We also understand that filing this Declaration may impose upon the Centenary University employee obligations to the Domestic Partner.

\_\_\_\_\_  
Signature of Employee                      Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Signature of Domestic Partner              Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth

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**Approved for Centenary University**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date of Approval**

## Declaration of Termination of Domestic Partnership

I \_\_\_\_\_, certify and declare that  
(Print Centenary University Employee's Name)

\_\_\_\_\_ and I are no longer Domestic Partners.  
(Print former Domestic Partner's name)

as of \_\_\_\_/\_\_\_\_/\_\_\_\_.  
(Termination Date)

I understand that Centenary University medical benefit coverage (medical & prescription drug, dental and vision) for my Domestic Partner and any eligible dependent(s) of my Domestic Partner, if applicable, will terminate in accordance with applicable Summary Plan Documents and insurance contracts.

1. The Declaration of Domestic Partner attested to and filed by me with Centenary University shall be and is terminated as of the above termination date.
2. The termination of the Declaration of Domestic Partnership is a result of either the termination of the partnership or the death of the partner.
3. I understand that another Declaration of Domestic Partnership cannot be filed until twelve (12) months have elapsed from the date this partnership terminated (date indicated above). (This paragraph excludes the death of the Domestic Partner.)
4. In the event that termination of this partnership is not due to the death of my Domestic Partner, I have mailed a copy of this notice to my former Domestic Partner at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Former Domestic Partner's address)

I affirm, under penalty of perjury, that the above statements are true and correct.

\_\_\_\_\_  
(Centenary University Employee's Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Today's Date)