

**Indiana State University**  
**Affidavit of Same Sex Domestic Partnership**

I, \_\_\_\_\_, submit this Affidavit and declare that \_\_\_\_\_ is my Domestic Partner (as defined below) for the purpose of applying for group benefits as stated in Indiana State University's Same Sex Domestic Partner Benefits policy. Our partnership began on \_\_\_\_\_.

"Domestic Partners" means two adults (of the same sex) who have chosen to share their lives in an intimate and committed relationship, reside together, and share mutual obligation of support for the basic necessities of life.

Specifically, I declare and acknowledge that I and my Domestic Partner named above, meet the following criteria:

1. We are both over age 18 and are the same sex,
2. We are each other's sole Domestic Partner and intend to remain so indefinitely; and
3. We are not related by blood to a degree of closeness (e.g., siblings) that would prohibit legal marriage in the state in which we legally reside; and
4. We are not married to anyone else, at least 18 years of age, and are mentally competent to consent to the Domestic Partnership; and
5. We are in a relationship of mutual support, caring and commitment, which we consider to be the functional equivalent of marriage. We share joint responsibility for the household and basic living expenses; and
6. We have resided together continuously in the same residence for the last consecutive six (6) months prior to applying for coverage under Indiana State University's Domestic Partner Benefits policy and intend to continue to reside together permanently, and hold ourselves out to the public as domestic partners.

By signing this statement, we further acknowledge that we have been informed that:

1. The benefits available under Indiana State University's Same Sex Domestic Partner Benefits policy are subject to the policies and guidelines governing employee benefits. Individual benefit provider plan documents, university policy and insurance contracts govern all questions of coverage.
2. Same Sex Domestic Partnerships must meet joint residency and financial interdependency eligibility criteria as provided below. We agree to provide this supporting documentation, dated no later than six (6) calendar months before the date of this affidavit:
  - Residency: Any one of the following: (1) copy of mortgage or lease document issued in both individual names; or (2) copy of each individual's driver license showing the same address; or (3) copy of each individual's passports showing the same address; or (3) copy of each individual's tax returns showing the same address; AND

- Joint Financial Responsibility: Any one of the following: (1) copy of statement from joint bank account or credit cards with same account number; or (2) a beneficiary designation form for a retirement plan or life insurance policy signed and completed to the effect that one Domestic Partner is beneficiary of the other; or (3) wills which designate the other as primary beneficiary.

3. We certify that the child(ren) listed below meet the following eligibility criteria:

- The listed child(ren) reside with us and the domestic partner is responsible for the child(ren)'s well being; or
- The domestic partner is required to provide coverage for the child(ren) by court order; or
- The child(ren) qualify as the domestic partner's dependent(s) for tax purposes under federal guidelines (attach copy of the federal income tax return); and
- The child(ren) meet and continue to meet the eligibility requirements as outlined in individual benefit provider plan documents.

_____	_____	_____
Name	Social Security Nbr.	Date of Birth
_____	_____	_____
Name	Social Security Nbr.	Date of Birth
_____	_____	_____
Name	Social Security Nbr.	Date of Birth
_____	_____	_____
Name	Social Security Nbr.	Date of Birth

4. IRS regulations require that the "fair market value" of health insurance benefits extended to domestic partners and their dependent children be treated as taxable income to the employee unless they qualify as tax dependents of the employee in accordance with IRS Section 152. Additionally, if Section 152 dependent status is not claimed, the employee's portion of premium for such coverage must be paid for on an after tax basis. It is noted that Section 152 dependent status can only be claimed during the open enrollment period for tax treatment in the following tax year.
5. IRS regulations require that the "fair market value" of tuition benefits extend to same sex domestic partners to be treated as taxable income to the employee. IRS regulations also require that the value of tuition benefits extended to a same sex domestic partner's dependent children be treated as income to the employee, unless such beneficiaries are legal dependents of the employee (i.e., adopted).
6. We understand that if there is a change of status of our domestic partnership as certified in this affidavit, including dissolution thereof, we will notify Indiana State University's HR/Staff Benefits Office within thirty (30) days of the effective date of such change. Upon dissolution of the domestic partnership, a Statement of Dissolution of Same Sex Domestic Partnership must be completed and benefits status will be terminated as of the date the HR/Staff Benefits Office receives a signed Statement of Dissolution.
7. No individual who has filed an Affidavit of Domestic Partnership may file another such affidavit to qualify for same sex domestic partner benefits until at least twelve (12) months have elapsed following the date a Statement of Termination has been filed with the HR/Staff Benefits Office ending a previous partnership status.

8. The information provided in this Statement is for use by ISU for the sole purpose of eligibility for same sex domestic partner benefits and ensuring the proper administration thereof. We understand that this information will be treated as any other insurance information and is not subject to use or disclosure for any other purpose except as required to enroll for coverage or pursuant to a court order.
9. This signed affidavit may have potential legal implications, including the imposition of joint responsibility for our respective financial obligations. Any questions regarding the potential legal effects of signing this Affidavit should be discussed with an attorney.
10. Employees who make false statements regarding the eligibility criteria or fail to notify ISU of a change in status will be subject to disciplinary action up to and including termination of employment.
11. ISU reserves the right to change its rules, policies and practices on Same Sex Domestic Partners at any time.

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Employee Signature

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Date

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*Please print name*

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Domestic Partner Signature

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Date

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*Please print name*