

**AFFIDAVIT OF DOMESTIC PARTNER RELATIONSHIP
FOR PURPOSES OF HEALTH CARE**

CONFIDENTIAL

Employee: _____
Last Name First Name M.I. Social Security Number

Domestic Partner: _____
Last Name First Name M.I.

We declare, for purposes of insurance coverage, that we have established a same sex domestic partnership that meets the following criteria:

1. My Domestic Partner and I have shared the same primary residence and have been in an exclusive relationship continuously for at least the six months immediately preceding the date of this Affidavit.

Address of Primary Residence: _____

2. Neither of us is married or in a domestic partnership relationship with anyone else.
3. We are both at least 18 years of age and mentally competent to contract.
4. We are not related by blood any closer than would bar marriage in the state of Indiana by reason of blood relationship.
5. We are jointly responsible for each other's necessities, including without limitation food, clothing, housing and medical care.
6. We are attaching documentation of significant financial interrelationships, such as joint ownership or lease of a home, joint bank accounts, designation of each other as beneficiary of life insurance, retirement benefits, will or other binding contractual financial relationships.

We understand that Ball State University reserves the right to require additional evidence that we meet the criteria for eligibility for same sex domestic partner benefits. As the Employee, I understand that I must immediately notify Ball State University if the domestic partner relationship is terminated (in no event more than 31 days after the relationship is terminated). We have received and understand the information outlined in the Description of Benefits for Same Sex Domestic Partners. We understand that falsification of any of the information set forth in or attached to this Affidavit may result in denial of health insurance coverage as well as other disciplinary action, up to and including termination of the Employee. In consideration for Ball State University's agreement to extend health care benefits to the Domestic Partner, the Employee and the Domestic Partner agree to be jointly and severally liable to reimburse the University for all losses suffered or amounts paid to or for the benefit of the Domestic Partner under a University Health Care Plan to which he or she is not entitled.

We affirm, under the penalties for perjury, that all of the foregoing representations are true.

Signature of Employee

Signature of Domestic Partner

Date

Date

DESCRIPTION OF BENEFITS FOR SAME SEX DOMESTIC PARTNERS

Effective July 1, 2002, Ball State University began offering the Ball State Traditional and PPO Health Care Plans to the same sex domestic partners of our eligible employees. Eligible employees are those employees listed in Appendix I of the Employee Benefits Handbook eligible to carry the Ball State University Health Care Plan.

DEFINITION OF SAME SEX DOMESTIC PARTNER

A same sex domestic partner is defined as follows:

1. A person of the same sex as the employee with whom the employee has shared a residence with and had an exclusive relationship with for at least six months.
2. A person who is not married or in a domestic partner relationship with anyone other than the employee.
3. A person who is at least 18 years of age and mentally competent to consent to contract.
4. A person who is not related to the employee by blood closer than would bar marriage in the state of Indiana by reason of blood relationship.
5. A person with whom the employee shares joint responsibility for each other's necessities, including without limitation food, clothing, housing and medical care.
6. A person with whom the employee can show a significant financial interrelationship by providing documentation such as joint ownership or lease of a home, joint bank accounts, designation of each other as beneficiary of life insurance, retirement benefits, will or any other binding contractual financial relationship.

TAX FACTS FOR DOMESTIC PARTNER BENEFITS

When a same sex domestic partner is added to your Ball State University sponsored health care plan, the IRS considers the University's contribution toward the additional coverage as your imputed income. The additional coverage for your same sex domestic partner becomes a taxable benefit – unlike medical coverage for other enrolled family members.

Imputed income is separate from – and in addition to – your monthly plan cost. The amount of your imputed income depends upon the plan in which you are enrolled and the level of your coverage.

Imputed income is taxable – that is, it increases your taxable gross income for federal and state income taxes as well as for FICA (Social Security and Medicare) taxes withheld from your paycheck. Your imputed income is reported on your annual Form W-2.

Imputed income does not affect calculations for University-sponsored Life, AD&D, or Salary Continuance Insurance or pension contributions.

The IRS will also not allow the portion of your premium attributable to your domestic partner's benefits to be covered under the Premium Conversion Plan.

If you are eligible to claim your same sex domestic partner as a dependent under Section 152 of the Internal Revenue Code, the University's contributions toward the additional coverage will not be considered imputed income for the employee and your additional premiums will be eligible for the Premium Conversion Plan.

ELIGIBILITY OF DEPENDENT CHILDREN

The dependent children of an employee's same sex domestic partner are only eligible for coverage under the Ball State University Health Care Plans if they are also dependents of the employee.

FLEXIBLE SPENDING PROGRAMS

The Ball State Flexible Spending Plans are made available to eligible employees to use to pay for medical and dependent care expenses for themselves and their dependents. These benefits may not be used for domestic partners and/or their dependents unless the domestic partner and/or the domestic partner's dependents are also dependents of the employee.

ENROLLMENT

A qualified domestic partner may be added to the employee's health care plan during regular open enrollment (typically April 15 through May 31 each year) or within 31 days of the domestic partner losing benefits, experiencing a significant change in coverage, or becoming qualified as a domestic partner.

The employee is also required to notify the University within 31 days of the termination of the domestic partner relationship.

CONTINUATION OF BENEFITS AFTER TERMINATION/RETIREMENT

Upon termination of employment or retirement from Ball State University, the employee may be eligible for continuing benefits under COBRA and/or retiree health care benefits. Neither COBRA nor retiree health care benefits would be available to a domestic partner.

REQUIREMENTS FOR ENROLLMENT

Both the employee and domestic partner must sign the Affidavit of Domestic Partner Relationship. This must be presented along with the proper documentation proving the domestic partner relationship (proof of joint ownership or lease of a home, a joint bank account, designation of each other as beneficiary of life insurance, retirement benefits, will or any other binding contractual financial relationship) when the health care enrollment or change form is completed.

Falsification of required information could result in denial of health insurance coverage as well as other disciplinary action, up to and including termination of the employee.