

The collective bargaining agreements with the Faculty Association and the Civil Service Employees Association of Monroe Community College provide for the extension of coverage to the domestic partners of Monroe Community College employees in the College-administered health plans. To determine if your domestic partner qualifies for enrollment, carefully read these instructions which include important tax information and the Domestic Partnership Affidavit.

The affidavit and documents you are required to submit are only intended to establish the eligibility of your domestic partner for benefits available to you as a Monroe Community College employee. However, it is recommended that you seek advice from your attorney regarding any possible legal and financial implications before you take the actions required to provide this coverage to a domestic partner.

***Who Can Be Covered as a Domestic Partner?***

Unmarried enrollees may cover same or opposite sex partners with whom they reside and have a committed, long-term relationship of mutual support, and for whom they have assumed long-term financial responsibility or have mutual financial responsibility. See the Affidavit of Domestic Partnership and Financial Interdependence for details. Persons who live together for economic reasons, but who have not made a commitment to an exclusive enduring domestic partnership as described in these documents will not be considered to be domestic partners for the purpose of enrollment in the College's administered health plans.

***How to Enroll a Domestic Partner?***

1. Complete the following forms:
  - a. Affidavit of Domestic Partnership and submit documents demonstrating financial Interdependence. *See the Required Documents section for acceptable documents.*
  - b. Health Insurance Enrollment form
2. In addition to the above, if your partner qualifies as your dependent for Federal Tax purposes, and you wish to avoid the additional taxes that may result from this benefit (see Income Tax Implications), you must also complete the Dependent Tax Affidavit and return it with the other documents.
3. Return the completed forms and the **REQUIRED PROOFS OF RESIDENCE AND FINANCIAL INTERDEPENDENCE** to Human Resources, Monroe Community College.

***When Coverage Begins***

If you are enrolled in a college-administered health plan, have satisfied the six-month residency requirement, financial requirements, and you have submitted all required documentation to the Human Resources Department, coverage for your partner will be effective the first day of the month.

If you are not enrolled in a College-administered health plan, coverage for both you and your partner will be effective either the first of the month after the date of hire or the first of the month after the qualifications are met.

***When Coverage Ends***

Coverage for your partner will end on the day on which you and/or your partner no longer meet one or more of the requirements on the affidavit you both signed. The terms and conditions of your coverage require you to report this relationship termination within **14 days** of its occurrence.

***How to Report Ending of Partnership***

You must notify the Human Resource Office in writing of the termination of a domestic partnership within **14 days** of the date the partnership ends. If you do not notify HR on a timely basis, you may be liable for claims paid for your former partner for services rendered on and after the date the partnership ended, the differences in premium, and you may be subject to discipline.



1. Proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof), and
2. Proof that you and your domestic partner are financially interdependent. Two or more of the following are collectively sufficient to establish financial interdependence:
  - A. A joint bank account
  - B. A joint credit card or charge card
  - C. Joint obligation on a loan
  - D. Status as an authorized signatory on the partner's bank account, credit card or charge card
  - E. Joint ownership of holdings or investments
  - F. Joint ownership of residence
  - G. Joint ownership of real estate other than residence
  - H. Listing of both partners as tenants on the lease of the shared residence
  - I. Shared rental payment of residence (need not be shared 50/50)
  - J. Listing of both partners as tenants on a lease, or shared rental payments, for property other than residence
  - K. A common household and shared household expense, e.g., grocery bills, utility bills, telephone bills, etc. (need not be shared 50/50)
  - L. Shared household budget for purposes of receiving government benefits
  - M. Status of one as representative payee for the other's government benefits
  - N. Joint ownership of major items or personal property (e.g., appliances, furniture)
  - O. Joint ownership of a motor vehicle
  - P. Joint responsibility for child care (e.g., school documents, guardianship)
  - Q. Shared child-care expenses, e.g., babysitting, day care, school bills
  - R. Execution of wills naming each other as executor and/or beneficiary
  - S. Designation as beneficiary under the other's life insurance policy
  - T. Designation as beneficiary under the other's retirement benefits account
  - U. Mutual grant of durable power of attorney
  - V. Mutual grant of authority to make health care decisions (e.g., health care proxy)
  - W. Affidavit by creditor or other individual able to testify to partners' financial interdependence
  - X. Other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case



The undersigned parties swear, under penalty of perjury, that the assertions which follow are true to the best of their knowledge. The parties declare:

1. We are both eighteen years of age or older and unmarried. If either or both of us has been married, we submit evidence of the termination of the marriage(s).
2. We are not related by blood in a manner that would bar marriage under the laws of the State of New York.
3. We are each other's sole domestic partner, have been so for at least 6 months prior to the date of this affidavit, and intend to remain so indefinitely. We are in a relationship of mutual support, caring and commitment, and have assumed responsibility for each other's welfare.
4. We have been living together on a continuous basis for at least 6 months prior to the date of this affidavit and submit proof of qualifying cohabitation as required by Monroe Community College.
5. As domestic partners we are financially interdependent. We submit original documents of two proofs of our financial interdependence as required by Monroe Community College.
6. I, the enrollee, affirm that I will file a Termination of Domestic Partnership form within 14 days of the date I/my partner no longer meet one or more of the qualifying criteria set forth above.
7. I, the enrollee, understand that any false or misleading statements made in order to receive benefits for which I do not qualify will subject me to financial responsibility for any benefits paid on behalf of my partner and potential disciplinary action by Monroe Community College.

Print Name (Enrollee) \_\_\_\_\_

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

Address \_\_\_\_\_

Signature (sign in presence of notary). \_\_\_\_\_

Sworn to before me this \_\_\_\_ day on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Print Name (Partner) \_\_\_\_\_

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

Address \_\_\_\_\_

Signature (sign in presence of notary). \_\_\_\_\_

Sworn to before me this \_\_\_\_ day on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



For Enrolling Domestic Partners of Employees of Monroe Community College

The undersigned swears, under penalty of perjury, as follows:

My domestic partner \_\_\_\_\_  
(Name of Domestic Partner and Social Security Number)

fully qualifies as my dependent under Internal Revenue Code rule 152. I understand that if my partner's dependent status under Internal Revenue Code 152 changes at any time during the tax year, I will be responsible for reporting and paying tax on any resulting imputed income.

The following are definitions extracted from the Internal Revenue Code that may be helpful in determining if a domestic partner qualifies as a dependent for federal purposes. It is recommended that you seek the advice of an attorney prior to completing this affidavit.

**INTERNAL REVENUE CODE 152 DEFINED:**

- (a) GENERAL DEFINITION - For the purposes of this subtitle the term "dependent" means any of the following individuals over half of whose support, for the calendar year in which the taxable year of the taxpayer begins, was received from the taxpayer (or is treated under subsection (c) or (e) as received from the taxpayer):
  - (9) An individual (other than an individual who at any time during the taxable year was the spouse, determined without regard to section 7703, of the taxpayer) who, for the taxable year of the taxpayer, has as his principal place of abode the home of the taxpayer and is a member of the taxpayer's household.
- (b) RULES RELATING TO GENERAL DEFINITION - For purposes of this section;
  - (5) An individual is not a member of the taxpayer's household if at any time during the taxable year of the taxpayer the relationship between such individual and the taxpayer is in violation of local law.

Print Name (Employee/Enrollee): \_\_\_\_\_

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

Address: \_\_\_\_\_

Signature (*sign in presence of notary*) \_\_\_\_\_

Sworn to before me this \_\_\_ day of \_\_\_\_\_ 20\_\_\_.

\_\_\_\_\_  
Notary Public



Proof of domestic partnership and financial interdependence must be submitted to us in the form of the attached affidavit of domestic partnership and the following documentation:

1. Proof of cohabitation (e.g., a driver’s license, tax return or other sufficient proof), and
2. Proof that you and your domestic partner are financially interdependent. Two or more of the following are collectively sufficient to establish financial interdependence (at least one of the two items must be from List A):

**List A**

- |  |   |
|--|---|
| <input type="checkbox"/> joint obligation on a loan (including an affidavit by a creditor for a personal loan)   | <input type="checkbox"/> designation of one partner as the representative payee for the other’s government benefits     |
| <input type="checkbox"/> joint ownership of a residence  | <input type="checkbox"/> joint ownership or holding of investments  |
| <input type="checkbox"/> joint renter’s or home owner’s insurance policy   | <input type="checkbox"/> joint ownership or lease of a motor vehicle  |
| <input type="checkbox"/> joint responsibility for childcare (e.g., school documents, guardianship)   | <input type="checkbox"/> lease of shared residence, listing both as tenants   |
| <input type="checkbox"/> designation as beneficiary under the other’s life insurance policy, retirement benefits account, or will or executor of each other’s will | <input type="checkbox"/> mutually granted authority to make health care decisions (e.g., health care power of attorney) |
| <input type="checkbox"/> an affidavit by a creditor or other person able to testify to partners’ financial interdependency   | <input type="checkbox"/> shared household budget for the purposes of receiving government benefits                      |
| <input type="checkbox"/> mutually granted durable power of attorney  | <input type="checkbox"/> I claim my domestic partner as a dependent for federal tax purposes                            |

**List B**

- |   |  |
|---|--|
| <input type="checkbox"/> joint bank account   | <input type="checkbox"/> joint credit or charge card(s)                    |
| <input type="checkbox"/> status as authorized signatory on the partner’s bank account, credit card or charge card | <input type="checkbox"/> other proof establishing economic interdependency |

\_\_\_\_\_  
Name (Enrollee)

\_\_\_\_\_  
Name (Partner)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address



\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Sworn to before me \_\_\_\_\_ this day of \_\_\_\_\_  
\_\_\_\_\_.



I, \_\_\_\_\_ certify that I and  
Name of Employee (please print)

\_\_\_\_\_ have terminated  
Name of Domestic Partner (please print)

our domestic partnership effective \_\_\_\_\_  
Date

I affirm that a copy of this termination statement has been or will be provided to my former domestic partner within 7 days of termination of this Domestic Partnership.

I understand that I may not enroll another domestic partner, or reenroll the same domestic partner, until **one year** after the date the Termination of Domestic Partnership form is filed in the Human Resources Department.

I understand that my partner's children named below that are covered under my MCC benefit plan(s) will end on the termination date of this domestic partnership.

Name(s) of domestic partner's children \_\_\_\_\_

\_\_\_\_\_

I affirm that assertions in this notice are true and understand that any false or misleading statements may subject me to financial responsibility for any benefits paid on behalf of my domestic partner and/or my partner's children. I understand that false statements may result in disciplinary action by my employer and/or result in criminal and/or civil penalties and in other legal actions such as the prosecution of insurance fraud.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Banner Employee M Number

Sworn to before me \_\_\_\_\_ this day of \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC