



## Affidavit of Domestic Partnership

### I. Declaration

We, \_\_\_\_\_ and \_\_\_\_\_  
Employee (Print Name) Domestic Partner (Print Name)

certify and declare that we are domestic partners in accordance with the following criteria and are eligible to apply for coverage under the University of Northern Iowa Health and Dental Insurance Plans:

### II. Domestic Partner Criteria

1. We are each other's sole Domestic Partner and intend to remain so indefinitely.
2. We are at least eighteen (18) years of age or older, not related by blood closer than would bar marriage in the State of Iowa, and are mentally competent to consent to this declaration.
3. We recognize that domestic partner benefits are not provided under all insurance plans and understand that we must meet the eligibility requirements of the particular benefits plan(s) we are requesting.
4. We reside together in the same residence.
5. This relationship has been in existence for a period of at least twelve (12) consecutive months.
6. We share a committed and mutually dependent relationship with each other that is similar to that of a married couple, but we have either chosen not to marry or cannot legally marry.
7. Our relationship meets at least three of the following four conditions (please check those that apply, A-D):
  - ☐ A. We have common or joint ownership of a residence (home, condominium or mobile home) or a lease for a residence identifying both partners as tenants.
  - ☐ B. We have at least two of the following (please check which two apply):
    - ☐ Joint ownership of a motor vehicle
    - ☐ Joint checking account
    - ☐ Joint credit account
    - ☐ Durable power of attorney for health care or financial management
  - ☐ C. The Domestic Partner has been designated as the *primary* beneficiary for at least one of the following (please check which one applies):
    - ☐ Employee's life insurance contract
    - ☐ Employee's will
    - ☐ Employee's retirement contract

- ☐ D. A “relationship contract” has been executed which obligates each of the parties to provide support for the other party and provides, in the event of the termination of the relationship, for a substantially equal division of any property acquired during the relationship.

### **III. Certification of Domestic Partner as a Dependent**

Please consult a tax advisor before you certify that your domestic partner seeking coverage is a dependent as defined by the Internal Revenue Code. If your answer is **YES**, you are not taxed on the University contribution for the dependent coverage premiums paid by the University of Northern Iowa, and you are able to make contributions for your domestic partner’s coverage on a pre-tax basis.

Please check one:

- ☐ Yes, my domestic partner qualifies as my dependent for federal income tax purposes.

I understand that on the basis of the above statements, the University of Northern Iowa will consider the above person my dependent for all federal income and employment tax purposes.

I agree to reimburse the University of Northern Iowa for all liability including, without limitation, taxes, penalties or losses (including reasonable attorneys’ fees) that the University of Northern Iowa may incur arising out of its reliance on this affidavit if it is untrue in any respect, or if I fail to provide notice required by section IV.

- ☐ No, my domestic partner does not qualify as my dependent for federal income tax purposes.

### **IV. Change in Domestic Partnership**

1. We agree to notify the University of Northern Iowa as required by this section, IV, if there is any change in our status as domestic partners as attested in this affidavit which would make the domestic partner and/or any of his/her dependent children ineligible for the University of Northern Iowa Health and Dental Plan (for example, due to death of the partner, a change in joint residence, termination of the relationship, etc.)
2. We will notify the University of Northern Iowa within thirty (30) days of such change in our status as domestic partners and/or dependents by filing an Affidavit of Termination of Domestic Partnership. Coverage under the University of Northern Iowa Health and Dental Plans will be terminated as of the end of the month of the date of change in our status as domestic partners and/or dependents.
3. After termination of the Domestic Partnership, another Affidavit of Domestic Partnership cannot be filed until twelve (12) months have elapsed after which I may enroll my Domestic Partner in my health and dental insurance subject to the university’s eligibility and enrollment rules.

### **V. Acknowledgments**

1. We understand that any person, employer or company who suffers any loss due to any false statement contained in this “Affidavit of Domestic Partnership” may bring civil action against either or both of us to recover their losses, including reasonable attorney’s fees.
2. We provide the information in this affidavit to be used by the University of Northern Iowa for the sole purpose of determining our eligibility for Domestic Partnership benefits. We understand that this information will be held confidential and will be subject to disclosure only upon our expressed written

authorization, pursuant to a court order or if there is a compelling business need to have access to the information.

3. We understand that this affidavit may have legal implications relating, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Affidavit, we should seek competent legal and accounting advice concerning such matters.

## VI. Affirmation

We declare, under penalty of perjury, under the laws of the State of Iowa that the assertions in this declaration are true to the best of our knowledge. We understand that this form is not an application of insurance coverage and that the purpose of this form is to establish eligibility of person named herein for the coverage provided under the University of Northern Iowa Health and Dental Plans.

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

\_\_\_\_\_  
Domestic Partner Signature

\_\_\_\_\_  
Employee's University Id

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Employee and Domestic Partner's Address

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Subscribed to and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

*The University of Northern Iowa is required by federal law to report income along with Social Security Numbers (SSNs) for all employees to whom compensation is paid. Employee SSNs are maintained and used by the University for payroll, reporting and benefits purposes, and are reported to federal and state agencies in formats required by law or for benefits purposes. The University will not disclose an employee's SSN without the consent of the employee to anyone outside the University except as mandated by law or required for benefit purposes. Responses to items marked "optional" are optional; responses to all other items are required.*