



POLICY ON COLLEGE BENEFITS ELIGIBILITY FOR DOMESTIC PARTNERS OF EMPLOYEES

Mount Holyoke College will include employee domestic partners and their dependents in health and dental insurance and the use of College facilities.

Criteria for Domestic Partners

To be eligible for extension of benefits as a domestic partner, the Mount Holyoke College employee and the domestic partner must complete and keep on file an "Affidavit of Domestic Partnership." The employee and the domestic partner will affirm in the affidavit and provide proof that they meet the following criteria: (1) they are each other's sole domestic partner and intend to remain so; (2) neither one is legally married to anyone else; (3) they are at least eighteen (18) years of age and mentally competent to enter into a contract; (4) they are not related to each other by blood in a way which would bar marriage in the state in which they legally reside; (5) they reside together in the same residence and intend to do so and/or have mutual power of attorney; (6) they are jointly responsible for each other's common welfare and share financial obligations; (7) they understand that as domestic partners they are subject to the same thirty (30) day notice requirement set forth in Mount Holyoke College's benefits program as are all other Mount Holyoke College employees who are covered by or are applying for benefits.

Documentation to certify the same residence requirement in case of a question could include: driver's license, canceled rent checks, utility bills, a lease showing joint tenancy, or a jointly-held mortgage on their primary residency.

As part of the "Affidavit of Domestic Partnership" employees agree to notify Mount Holyoke College if there is a change in status as domestic partners as attested to in the Affidavit that would make them no longer eligible for benefits.

Group Health Insurance Coverage

An employee who is eligible for health and dental insurance coverage may choose a family membership in any of the plans currently offered by the College to enroll a domestic partner if the employee has completed the “Affidavit of Domestic Partnership.” Employees may also enroll their qualified unmarried dependent children if the children reside regularly with the employee and the domestic partner, if the children qualify as dependents of either the employee or the domestic partner for tax purposes, or if the employee or domestic partner is required to provide coverage for the children as a result of a court order.

Roommates, parents, siblings are not eligible for this coverage.

If an employee changes from single to family health insurance to provide coverage for a domestic partner and/or his/her dependents, the employee, in addition to paying the premium for family health coverage, in most cases, will have to pay an income tax on imputed income.

Under Internal Revenue Code (IRC) Section 152 (a)(9), the value of benefits coverage for domestic partners and the dependents of domestic partners may be taxable as “imputed income” to the employee. The College contributions for the benefits that cover the domestic partner and his/her dependents are treated as taxable income to the employee unless the domestic partner and his/her dependents qualify as the employee’s tax dependents under the IRC. The amount of “imputed income” is the added value of the benefit which provides coverage for these additional family members (that is, the imputed income on the full value of the Single plan for health and dental insurance coverage for the employee or the value of other benefits extended to the domestic partner and/or dependent(s) of the domestic partner.)

Enrollment Procedures

Employees interested in enrolling a domestic partner and/or dependent(s) in health insurance coverage or in receiving more information about domestic partner benefits can contact the Office of Human Resources.

MOUNT HOLYOKE COLLEGE

AFFIDAVIT OF DOMESTIC PARTNERSHIP

I. DECLARATION

We, _____ and _____ certify
Employee (print) Domestic partner (print)

that we are domestic partners in accordance with the following criteria and eligible for qualified benefits coverage as domestic partners under Mount Holyoke College's benefit program:

II. STATUS

1. We are each other's sole domestic partner and intend to remain so.
2. Neither one of us is legally married to anyone.
3. We are at least eighteen (18) years of age and mentally competent to enter into a contract.
4. We are not related to each other by blood in a way which would bar marriage in the state in which we legally reside.
5. We reside together in the same residence and intend to do so and/or have mutual power of attorney.
6. We are jointly responsible for each other's common welfare and share financial obligations.
7. We understand that as domestic partners we are subject to the same notice requirements set forth in Mount Holyoke College's benefits programs. Mount Holyoke College must be notified within thirty (30) days of any change in our status for proper enrollment/application for/addition to College-sponsored benefit programs.

III. CHANGE IN DOMESTIC PARTNERSHIP

8. It is incumbent upon the Mount Holyoke College employee to notify the Benefits Department of any change in status as domestic partners as stipulated by the benefits contracts in force at that time. If the change in status is a termination of domestic partnership, a "Statement of Termination" shall be completed affirming that the domestic partnership status is terminated as of its date of execution and that a copy of the "Statement of Termination" has been mailed to the former domestic partner.
9. Eligibility for benefits extended to domestic partners and dependents will cease as of the date of execution of the "Statement of Termination."
10. After such termination, I, _____ understand that a
(Employee)
subsequent "Affidavit of Domestic Partnership" cannot be filed until four (4) months after a

“Statement of Termination” has been filed with the Mount Holyoke College Benefits Department. (The four (4) month waiting period will be waived if another Affidavit is filed for the domestic partner within thirty (30) days following the filing date of the “Statement of Termination” or in the case of the death of the domestic partner.)

IV. ACKNOWLEDGEMENTS

11. We understand that any person/employer/company who suffers any loss due to any false statement contained in this Affidavit may bring a civil action against either or both of us to recover their losses, including reasonable attorney’s fees and agree to indemnify and hold harmless any person/employer/company involved in such action.
12. We understand that the employee’s domestic partner and/or dependents of him/her are eligible for continuation of coverage under COBRA if they were covered by the plan prior to the “Statement of Termination.”
13. If at any time it is determined that any information in this Affidavit is not true or that the domestic partner relationship has changed such that the partnership no longer meets the status criteria outlined in 1 through 7 in this Affidavit, status as domestic partners and all benefits extended to either the domestic partner or his/her dependents will cease.
14. We affirm, under the penalties of perjury, that the assertions in this Affidavit are true to the best of our knowledge.

Employee Signature

Date

Employee Address

Domestic Partner Signature

Date

Domestic Partner Address

Commonwealth of Massachusetts
County of Hampshire

On this _____ day of _____, 20____, before me, _____, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identity, which was _____, to be the person(s) whose name(s) was/were signed on this document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her/their knowledge and belief.

Notary Public

My Commission Expires on _____

MOUNT HOLYOKE COLLEGE

STATEMENT OF TERMINATION OF DOMESTIC PARTNERSHIP

1. _____, being duly sworn, deposes and say that:
Employee or domestic partner (print)
2. _____ and I are no longer domestic partners as of _____.
Employee or domestic partner (print)
3. I make and file this "Statement of Termination" in order to cancel the "Affidavit of Domestic Partnership" filed by me with Mount Holyoke College on _____.
4. It is understood that by filing the "Statement of Termination" any benefits that have been extended to a domestic partner and/or dependents of a domestic partner will cease.
5. I mailed my former domestic partner a copy of this notice at:
_____ on _____

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

Signed _____

Print Name _____

Address _____

Date _____

Commonwealth of Massachusetts
County of Hampshire

On this _____ day of _____, 20____, before me, _____, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identity, which was _____, to be the person(s) whose name(s) was/were signed on this document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her/their knowledge and belief.

Notary Public
My Commission Expires on _____