



JHHSC/JHH Policy Regarding Employee Benefits for Domestic Partners (Same Sex)

INSTRUCTIONS: The Affidavit of Domestic Partnership, included on the attached side to this form, must be completed if you are electing coverage for a domestic partner and/or children of the domestic partner for the first time under the medical, dental or dependent life insurance.

1. Employees seeking JHHSC/JHH benefits or privileges for their spouse or domestic partner must complete, with their spouse or domestic partner, and submit a *JHHSC/JHH Affidavit of Domestic Partnership* form.
2. Employees must complete and submit the *JHHSC/JHH Termination Statement of Domestic Partnership* form within thirty (30) days of the domestic partnership termination.
3. All dependent statuses are subject to verification by JHHSC/JHH and its agents.
4. The fair market value of benefits provided to domestic partners and their children (who are not dependents of the employee under Internal Revenue Code Section 152) constitutes taxable income to the employee to the extent the value exceeds any amount paid by the employee for the benefits. JHHSC/JHH will withhold and report taxes for all employees receiving benefits for domestic partners and their children.
5. JHHSC/JHH defines domestic partners and children eligible for benefits and privileges as follows:

Employee: Employed by JHHSC/JHH.

Domestic Partner: Two non-related adults of the same sex, both of whom are at least 18 years of age, are committed as a family in a long-term relationship of indefinite duration and are socially, emotionally, and financially interdependent in an exclusive mutual commitment in which they agree to be responsible for each other's common welfare and share financial obligations. This policy is intended to cover same sex partner relationships, and not persons who are cohabiting simply as roommates.

Child: An eligible dependent child is one who is a blood descendent of the first degree of the employee, **spouse**, or domestic partner, or one who is legally adopted or a stepchild dependent on the eligible parent for financial support and under age 25 (twenty-five).

6. Contractual provisions of all benefit plans as well as policy provisions of JHHSC/JHH programs will prevail.
7. Benefits available to domestic partners and their dependent children are limited to the following: Medical, dental (not including flexible spending accounts) and dependent life insurance.



Affidavit of Domestic Partnership Form

I, _____ SSN # _____ - _____ - _____ certify that I, and
(Employee's name)

_____ SSN # _____ - _____ - _____ became domestic partners on
(Domestic Partner's name)

_____/_____, and certify the following to be true:
(Month/Year)

1. We are committed as a family in a long-term relationship of indefinite duration and are socially, emotionally, and financially interdependent with each other in an exclusive mutual commitment in which we agree to be responsible for each other's common welfare and share financial obligations; and
2. We are not related by blood to a degree of closeness which would prohibit legal marriage in the state in which we legally reside; and
3. We agree to notify JHHSC/JHH HR Service Center if there is any change in our status of domestic partnership as certified in this statement within thirty (30) days of such a change by filing a Domestic Partnership Termination Form; and
4. We were competent to consent to contract when our domestic partnership began; and
5. We understand that this affidavit shall be terminated upon death of my domestic partner or by a Domestic Partnership Termination Form submission; and
6. We understand that domestic partners and their children who do not qualify as dependents of the employee under section 152 of the Internal Revenue Code are subject to income and employment tax withholdings of the fair market value of the benefit or privileges provided; and
7. We understand that this information will be held confidential and subject to disclosure for administrative purposes, as required by law or upon our express written authorization; and
8. We understand that all dependent statuses are subject to auditing by JHHSC/JHH and its agents for verification purposes; and
9. We understand that legal implications under state and/or federal law may exist due to the declaration or responsibility for our common welfare; and
10. We understand that because of a false statement contained in this Affidavit of Domestic Partnership, JHHSC/JHH reserves the right to take any and all actions necessary to recover sums for benefits to which a person was not entitled and was secured by misrepresentation, including attorney's fees, and may lead to disciplinary action, up to and including termination of employment.

(Employee's signature)

(Date)

(Print Employee's name)

(Domestic Partner's signature)

(Date)

(Print Domestic Partner's name)

Return completed form to:

HR Service Center, Phipps 455
600 North Wolfe Street
Baltimore, MD 21287