

## Affidavit for Enrollment of Domestic Partners

### Section One

I, and \_\_\_\_\_ are domestic partners, and we:

- (1) are each eighteen(18) years of age or older;
- (2) share a close personal relationship and are responsible for each other's common welfare;
- (3) are each other's sole domestic partner
- (4) are not married to anyone nor have had another domestic partner within the prior six months;
- (5) are not related by blood closer than would bar marriage in the State of California;
- (6) share the same regular and permanent residence, with the current intent to continue doing so indefinitely;
- (7) are jointly financially responsible for "basic living expenses", defined as the cost of basic food, shelter, and any other expenses of a domestic partner which the partner qualified because of the domestic partnership. (Note: Domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.)
- (8) were mentally competent to consent to the contract when our domestic partnership began;

### Section Two

1. I understand that my domestic partner is eligible for enrollment at the time of my hire or throughout the year based on the same eligibility criteria used for other dependents.
2. I understand that this affidavit shall be terminated upon the death of my domestic partner or by a change in circumstance attested to in this Affidavit.
3. I agree to provide written notice to my payroll/personnel representative if there is any change of circumstances attested to in the Affidavit within 30 days of the change by filing a Statement of Termination of Domestic Partnership.

### Section Three

1. We understand that a civil action may be brought against us for any losses, including reasonable attorney fees and court costs, because of a willful falsification of information contained in this Affidavit of Domestic Partnership.
2. (Applicable if Group has a Section 125 Plan) We understand that under applicable federal and state income tax law, payments for health coverage of

a domestic partner may not be eligible for treatment under the (Group's Name) Section 125 Plan and that coverage of the non-employee domestic Partner could result in additional imputed taxable income to the employee, With possible withholding for payroll taxes (including income and social Security taxes).

3. We understand that, in addition to the eligibility requirements of (name of Group) for domestic partner coverage, there are terms and conditions of coverage set forth in the Service Agreement of each health care plan offered through (Name of Group) to which we agree to be bound. We acknowledge that, depending on the health care plan we select, the applicable service agreement may include, for example and without limitation, (1) a requirement that each of us arbitrate any and all claims, including malpractice claims, against the health care plan we choose and its related organizations and providers; and (2) the right of the health care plan to terminate coverage on the grounds set forth in the service agreement including, without limitation, termination of coverage due to fraud, and misrepresentation of eligibility. By executing this Affidavit, we agree to be bound by the terms and conditions of coverage of the health care plan selected as set forth in the applicable service agreement, including the arbitration clause, if any.

4. We understand willful falsification of information contained in this Affidavit may result in our termination of enrollment by the health care plan which we select for coverage.

5. We also certify under penalty of perjury under the laws of the State of California, that the foregoing is true and accurate to the best of our knowledge.

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

\_\_\_\_\_  
Date of Birth

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

\_\_\_\_\_  
Date of Birth

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

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date