

Amendment to Dental Health Services Agreement

Domestic Partner Policy

GROUP#

The definition of **Eligible Dependents** is amended to include the following:

DOMESTIC PARTNER – defined as “The Covered Employee and Domestic Partner are not related to each other, have assumed mutual obligations for the welfare and support of each other, and have been living together in the same household for at least six months; and they so certify in writing.” This definition includes partners of the same or different sex. The application for coverage under the health plan must include a signed affidavit. If a domestic partnership terminates, the employee must notify the employer in writing and a new Domestic Partner may not be enrolled under this Plan for at least six months.

Affidavit of Domestic Partnership and **Enrollment Application** must be completed and approved for each individual requesting domestic coverage.

Signature-Employer Representative

Title

Date

AFFIDAVIT OF DOMESTIC PARTNERSHIP

Section One

I, _____ and _____ are domestic
(name of employee) (name of domestic partner)

partners and we:

1. are at least eighteen years of age, of the same sex different sex, are each other's sole domestic partner;
2. share a close personal relationship and are responsible for each other's common wealth;
3. are not married to anyone nor have had another domestic partner within the last six (6) months;
4. are not related by blood closer than would bar marriage in the State of California;
5. share the same regular and permanent residence, with current intent of doing so indefinitely;
6. are jointly responsible for "basic living expenses," defined as the cost of basic food, shelter and any other expenses resulting from 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 costs*);
7. were mentally competent to consent to contract when our domestic partnership began.

We possess at least three of the following documents:

1. Domestic partnership registration through a governmental entity pursuant to state or local law authorizing such registration, such as Chapter 12B.1(b) of the San Francisco Administrative Code;
2. A joint mortgage, lease or rental agreement;
3. Designation of his or her partner as a beneficiary for life insurance or retirement accounts;
4. Designation of his or her partner as primary beneficiary in the Employee's will;
5. Durable power of attorney for property and health care; or
6. Joint ownership of motor vehicle, joint checking or joint credit account.

Section Two

We attest that our dependent children whom we would like covered under our group health plan with *Basic Resources* are:

1. eligible dependents as defined in the group contract or insurance policy; and

2. qualified for dependent status under IRS guidelines.

Section Three

1. We understand that this affidavit shall be terminated upon death of a domestic partner or by a change in a circumstance attested to in this affidavit.
2. We agree to provide written notice to _____ Personnel Department if any change of circumstances attested to in this affidavit within 30 days of the change by filing an “*Affidavit of Termination of Domestic Partnership*”.

Section Four

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 contained in this Affidavit of Domestic Partnership.

We understand that health care plan or insurance coverage of a domestic partner could result in additional imputed taxable income to the employee with possible withholding for payroll taxes (including income and social security taxes). We further understand that this coverage carries potential tax implications for the domestic partner.

We understand that our insurance provider are not currently obliged to provide nor do they currently provide us or _____ with tax reporting with respect to dues or benefits under the health plan for domestic partners.

We understand that willful falsification of information contained in this Affidavit may result in the termination of our enrollment in all _____ group sponsored plans.

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

Signature of Domestic Partner

Date

Address:

Signature of Witness

Date