

## Affidavit of Domestic Partnership

### I. Declaration

We, \_\_\_\_\_ and \_\_\_\_\_ certify that we are Domestic Partners  
Employee Name Partner Name  
in accordance with the Domestic Partner Criteria listed below, and we affirm that we have met all such criteria for at least twelve (12) continuous months and, as such, are eligible for benefits coverage as Domestic Partners under Devereux's benefit plans.

### II. Domestic Partner Criteria

1. We are both at least eighteen (18) years of age and capable of consenting to the relationship and a legal contract;
2. We are each other's sole Domestic Partner in a long-term, committed relationship (twelve continuous months or more) and intend to remain so indefinitely;
3. Neither of us is legally married to or the Domestic Partner of anyone else;
4. We have lived in the same permanent residence together for a period of twelve continuous months or more and intend to reside together indefinitely. (Same permanent residence allows for relocations or moves, which are made together.);
5. No one else, such as your partner's parents, can claim your partner as a dependent child on their tax return;
6. If living in states or municipalities recognizing Domestic Partner relationships through registration, we have registered;
7. We both have a Social Security number or International Tax Identification Number (ITIN); and
8. We are not related by blood in a way that would bar marriage to each other under applicable law in effect where we reside.

### III. Change in Domestic Partner Status

We acknowledge that in the event we no longer meet the criteria set forth in section II above, we will no longer be considered Domestic Partners, and the Partner will no longer be eligible for any Devereux benefits.

We agree to immediately notify Devereux if there is any change in our status as Domestic Partners, as attested to in this Affidavit, which would change our eligibility for Devereux benefits (for example, if we cease to maintain the same permanent residence). We each agree to notify the other in writing if and when such a change in Domestic Partner status is reported to Devereux. We understand that failure to notify Devereux will neither prevent nor delay the termination of eligibility for benefits based on our previous enrollment under the Domestic Partner relationship.

### IV. Devereux Benefits

We understand that an Affidavit of Domestic Partnership must be filed in order for a Domestic Partner to be eligible for coverage under Devereux benefit plans and that filing this Affidavit does not enroll us for any benefits.

We acknowledge that filing this Affidavit does not automatically result in the naming of the Partner as beneficiary for the employee life, retirement or any other potential benefit. The employee must complete the appropriate forms for enrollment and the appropriate beneficiary designation forms for applicable benefits. We understand that we will need to complete other enrollment procedures in order to enroll a Domestic Partner in any Devereux benefit plan for which the Domestic Partner is eligible.

**V. Other Acknowledgements**

- 1. We certify that the information we have provided on this form is true and correct. Any statements on this form which are known to be false may be cause for disciplinary action, including loss of benefits or termination of employment.
- 2. We understand that any person, employee or 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.
- 3. We have provided the information in this Affidavit for use by Devereux or its agent for the sole purpose of determining our eligibility for Devereux benefits as Domestic Partners. No other parties shall have any rights under this Affidavit.
- 4. We understand that the Employee may be taxed on applicable imputed income from the premium paid by Devereux on behalf of the Partner and the Partner's eligible covered children (if any), and the Employee may not be eligible to pay the portion of covered benefits attributable to the Partner on a pre-tax basis.

**VI. Signature and Important Information**

*Note:* You are urged to seek appropriate advice before signing this Affidavit. Please be advised that some courts have recognized non-marriage relationships as the equivalent of marriage for the purpose of establishing and dividing joint property. There may also be other implications to signing this document. Finally, you are also urged to seek independent tax advice.

**Employee Information**

**Partner Information**

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Partner Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Phone Number

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Center

**Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_**

\_\_\_\_\_  
**Notary Public**