

## DECLARATION OF DOMESTIC PARTNERSHIP

I, \_\_\_\_\_ (name of employee), and

\_\_\_\_\_ (name of domestic partner)

attest and certify that we are each other's sole domestic partners.

Domestic partners are defined as two individuals who:

- Are in a committed relationship of mutual support, caring and commitment with the intention to remain in such a relationship in the immediate future;
- Are financially responsible for each other's well-being and debts to third parties;
- Are not married or legally separated in marriage and who have not been a party to an action or proceeding for divorce or annulment within six months of registration, or if one has been married, at least six months have elapsed since the date of the judgment terminating the marriage;
- Are not currently registered in another designated partnership and if one party has been in such a registered relationship, at least six months have lapsed since the effective date of termination of that registered relationship before the registration of the current domestic partnership;
- Are each 18 years of age or older and competent to contract;
- Are not related by blood closer than would bar marriage in the state of their residence;
- Live together in the same dwelling unit as a single non-profit housekeeping unit and have a relationship that is of a permanent and domestic character;
- Relationship is not temporary, social, political, commercial or economic in nature;
- Relationship has existed for a least six months;
- Are not registered with any other domestic partnership.

- For at least the six-month period immediately preceding the date of this Declaration, have either:
  - Obtained a domestic partnership certificate from the city, county or state of residence or from any other city, county or state offering the ability to register a domestic partnership; or
  - Any three of the following with respect to the domestic partner (check those which apply):
    - \_\_\_\_\_ joint lease, mortgage or deed;
    - \_\_\_\_\_ joint ownership of a vehicle
    - \_\_\_\_\_ joint ownership of a checking account or credit account
    - \_\_\_\_\_ designation of the domestic partner as a beneficiary of the covered employee's will
    - \_\_\_\_\_ designation of the domestic partner as a beneficiary of the covered employee's life insurance or retirement benefits
    - \_\_\_\_\_ designation of the domestic partner as holding power of attorney for health care; or
    - \_\_\_\_\_ shared household expenses
  
- I understand that insurance coverage for my domestic partner shall terminate upon the death of my domestic partner or upon a change of circumstances attested to above.
  
- I understand that I am obligated to file a Declaration of Termination of Domestic Partnership with Marshfield Clinic Health System (MCHS) within 30 days of the death of my domestic partner, or the date on which my domestic partner and I no longer meet the criteria for domestic partners as set forth above, whichever is earlier.
  
- I understand that falsely certifying eligibility for domestic partner benefits or failing to inform MCHS if the domestic partnership ceases to meet the eligibility requirements in any respect may lead to disciplinary action, including discharge from employment.
  
- I understand that copies of supporting documentation are not required at this time, but MCHS reserves the right to request copies at a later date.
  
- The covered employee and the domestic partner (hereinafter referred to as "We") hereby certify that we are each other's sole domestic partners as defined above.
  
- We have provided information on this Declaration which can be used by MCHS for the sole purpose of determining eligibility of the domestic partner under the policies, guidelines, practices and benefit plans that provide coverage for domestic partners as established by MCHS. We acknowledge that MCHS is permitted to use the information provided on this Declaration to administer benefits.

We understand and agree that MCHS is not legally required to extend such benefits to domestic partners and that MCHS, in its sole discretion, may change or terminate these policies, guidelines, practices and benefits at any time without consent of any employee or group of employees.

We understand that under federal and state law, benefit coverage of the non-employee domestic partner may result in imputed taxable income to the employee with possible withholding for payroll taxes, including income and social security taxes.

We understand that in addition to this Declaration, certain benefit plans require the completion of forms or electronic elections to enroll or un-enroll a domestic partner.

We understand that a civil action may be brought against one or both of us for any losses, including attorney's fees and court costs, because of any false statement(s) contained in this Declaration or for failure to notify MCHS of a change in circumstances. We agree that each of us is and agrees to be jointly and severally liable for such losses.

We understand that this Declaration may have legal implications relating to our ownership of property or to taxability of benefits provided. We understand that before signing this Declaration we should seek competent legal and tax advice concerning such matters. We acknowledge that MCHS has provided us with no legal or tax advice regarding this matter.

We understand that failure to provide complete, true and timely information may result in loss of benefit plan coverage.

We have completed this Declaration to the best of our ability. We have read and understand the terms and conditions outlined in this Declaration of Domestic Partnership. We affirm, under penalty of perjury, that the statements in this Declaration are true, complete and correct.

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Employee's Printed Name and Employee Number

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Employee's Signature and Date

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Domestic Partner's Printed Name

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Domestic Partner's Signature and Date