



# Domestic Partner Benefits

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This packet is distributed upon request and available on the Intranet. Your eligibility for any Devereux plan is not established simply by receiving this packet, nor is your Domestic Partner's eligibility parallel to that of a legal spouse merely by filing an Affidavit of Domestic Partnership.

The information in this packet references a number of Devereux's employee benefit plans. It does not, however, contain the complete text of the plan document for each plan. The plan document, not this brochure, serves as the final authority in all matters relating to plan interpretation and controls over any error, omission or ambiguity contained in this packet. Any benefit plan may be modified or terminated by Devereux for any reason at any time with or without notice.

The information in this packet is not intended as advice on tax rules and other legal issues. Because there may be other implications to signing an Affidavit of Domestic Partnership, you are urged to seek appropriate legal and financial advice before signing it.

## **Introduction**

Devereux is proud to offer you the opportunity to provide benefits to your same-sex\* or opposite-sex Domestic Partner.

Under the Domestic Partner plan, we offer the Domestic Partner and their tax-qualified dependents of eligible Devereux employees the opportunity to be enrolled in all Devereux benefit programs. Any reference to a spouse in terms of family medical leave, bereavement leave or use of Health Management Leave will also apply to a qualified same-sex or opposite-sex partner.

An Important Note: The IRS states that the values of some company-paid benefits for unmarried partners are taxable, even though the same benefits for married partners are not. Under the Working Families Tax Relief Act of 2004, you will incur additional taxable income unless your Domestic Partner is a tax-qualified dependent. The value of your Domestic Partner's health coverage will be imputed to you as taxable income.

It is important that you understand the tax implications of covering a Domestic Partner and/or their children. We recommend that you consult your own tax advisor to determine how this affects you. Please pay close attention to the section Pay and Your Taxes.

## **Your Eligibility**

You are eligible for Domestic Partner benefits if you are an eligible full-time employee.

### **Domestic Partner Criteria**

1. You and your partner live in a spouse-like relationship and have lived in this relationship for a period of twelve continuous months or more. Further, you intend to remain each other's Domestic Partner indefinitely;
2. You and your partner live in the same permanent residence and have lived in the same permanent residence together for a period of twelve continuous months or more. Further, you intend to live together in the same residence indefinitely. (Same permanent residence allows for relocations or moves, which are made together);
3. In states or municipalities recognizing Domestic Partner relationships by requiring registration, you and your partner have in fact registered;
4. Neither you nor your partner is legally married to or the Domestic Partner of anyone else;
5. You are not related by blood in a way that would bar marriage to each other under applicable law in effect where you reside; and
6. You are both at least eighteen (18) years of age and are mentally competent to enter into a legal contract.

### **Eligible Dependents of Your Domestic Partner**

You may also cover the children of your Domestic Partner if they meet Devereux's definition of an eligible dependent. Eligible dependents include your natural, adopted, step and foster children and the children of your Domestic Partner as long as they meet all of the following criteria:

1. Unmarried;
2. Receive more than 50% of their support from you;

3. Live in your household as their principal place of residence (unless they live at school, or live elsewhere as the result of divorce or separation);
4. Age 26 and under, as defined by Devereux's benefit plans; and
5. Are considered your tax qualified dependents.

- **If you were legally married in a state that allows same sex marriage, you can enroll in all plans as married and this packet does not apply**

### **What is needed in Order to Enroll Your Domestic Partner?**

In addition to enrolling online, an Affidavit of Domestic Partnership is required to enroll a Domestic Partner and/or your partner's children in Devereux's Health and Welfare benefit plans. By signing an Affidavit of Domestic Partnership, you and your Domestic Partner are acknowledging as true a series of statements that document your relationship and agree to accept the terms of the affidavit. By signing such an affidavit, you and your Domestic Partner also acknowledge that accepting benefits when the relationship does not meet the necessary criteria is a fraudulent act possibly subject to legal action, repayment of any benefits including medical claims paid, and termination of employment.

However, the affidavit does not automatically enroll your Domestic Partner in benefits or automatically name your Domestic Partner as a beneficiary for life insurance or retirement plan death benefits. Your Affidavit of Domestic Partnership is valid until you tell us otherwise, and will be considered invalid in the event it was entered into fraudulently.

**NOTE:** An Affidavit of Domestic Partnership and benefit coverage have led some courts to recognize non-marriage relationships as the equivalent of marriage when establishing and dividing joint property. And since there may be other implications to signing this document, you are urged to seek appropriate advice before signing it.

### **If Your Domestic Partner is a Devereux Employee**

If your Domestic Partner also works for Devereux, you cannot be simultaneously covered as both an employee and dependent under health care, prescription, and dental plans. You can enroll and be eligible for the Devereux two-employed classifications if there are dependent children, or you can each elect single coverage in your respective Devereux plans.

The Devereux policy on the "Employment of Relatives" does apply to an employee's Domestic Partner and/or his or her dependents. A Supervisor may not hire or supervise an individual to work under their supervision if that individual is a member of the Supervisor's immediate family or their spouse, which includes Domestic Partners and his or her dependents. **Failure to disclose this information is a violation of Devereux's Standards of Conduct.**

### **Common Law Marriage**

State common law marriage statutes may give legal spouse status to some opposite-sex partners. In such situations, a separate affidavit and proof of relationship process is required. Only some states allow a common law marriage to be created in their state, but once created there, all US states recognize that marriage. Although common law marriage

status is recognized in some states, it is **not** a Domestic Partner relationship. If your state recognizes common law marriage, and you believe you satisfy your state's requirements for this status, please check with your PO department for additional information. You may want to verify your marital status prior to your benefit enrollment process.

**Pay and Your Taxes**

Devereux’s share of the cost of covering a Domestic Partner and his or her children is the same as for a spouse and children. However, unless the Domestic Partner meets all the criteria for being a “tax qualified dependent”, you will incur additional taxes on top of your share of the cost of coverage. To determine incremental taxation cost, it is not as simple as looking at the cost of coverage found in the Devereux Choice Benefits Enrollment materials. In accordance with IRS rules, you will pay more in taxes when covering a Domestic Partner and his or her children than you would when covering a spouse and your own children for similar benefits. So, be sure to factor in the additional taxes when calculating your total cost.

The Internal Revenue code does not tax the money spent on benefits for employees and employees’ spouses and children. But they do tax the money spent on those same benefits for Domestic Partners and Domestic Partners’ dependents. This means that the full cost of coverage (both your portion and Devereux’s) for your Domestic Partner and his /her children is added to your income (“imputed income”) and subject to ordinary federal, FICA, state local and any other applicable payroll taxes.

**Current Tax Treatment of Health and Welfare Benefits**

Example: The cost of health care coverage is significant for both you and Devereux. However, you do not feel the entire impact of this cost because Devereux subsidizes a large part of the cost of coverage, which you receive tax-free. In addition, your share of the cost can be withheld from your pay on a pre-tax basis.

For example, assume you elect coverage under Devereux’s EPO Medical Plan for Medical and Dev Rx for Prescription. Devereux's subsidy or share of this premium is nontaxable to you. Your contribution is also nontaxable and is withheld from your pay on a before tax basis.

***ILLUSTRATION ONLY (RATES ARE NOT APPLICABLE TO CURRENT YEAR)***

	Total Per Pay	EE Per Pay Premium	Devereux Per Pay Premium	Your Tax Cost Liability
Single	\$312.93	\$46.62	\$266.31	\$0
EE + Spouse	\$626.30	\$136.15	\$490.15	\$0
EE + Child	\$469.85	\$128.77	\$341.08	\$0
Family	\$939.23	\$220.15	\$719.08	\$0

**Tax Treatment for Domestic Partner Coverage – Imputed Income**

As indicated above, Devereux will continue to subsidize coverage for a Domestic Partner at the same level as for a spouse. The Internal Revenue Service, however, requires that

you pay tax on the "fair market value" of coverage received for a Domestic Partner. This value, known as "imputed income", will be included in the calculation of taxes to be withheld from your paycheck. Imputed income does not increase your actual pay; it simply reflects the value of the taxable coverage you receive for a Domestic Partner in the computation of your taxes and, thereby, results in higher tax calculations. Imputed income will be reflected on your Devereux pay stub.

**Illustration only – premiums do not apply to current premiums.** For example, assume that you elect coverage for yourself and your Domestic Partner. The total cost of coverage is \$626.30 per pay. Devereux pays \$490.15 per pay toward the cost of coverage and your payroll contribution is \$136.15 per pay. These costs are broken down as follows by nontaxable and taxable components.

Nontaxable coverage for you: Total value of YOUR coverage is \$312.93 per pay. Devereux pays \$266.31 toward the cost of coverage and your payroll contribution is \$46.62 per pay.

Taxable coverage for your Domestic Partner: The total value of coverage for your Domestic Partner is \$313.37 per pay (\$626.30 total less \$312.93 for your coverage) and is included in your imputed income for calculation of taxes.

<u>Coverage Level</u>	<u>Two Person A Medical/Rx</u>	
<b>Total Per Pay Premium</b>	\$ 626.30	
<b>Single Per Pay Premium</b> (EE’s coverage)	\$ 312.93	Not Taxable
<b>Difference</b> (imputed income for DP’s coverage)	\$ 313.37	Taxable

**What If There Is A Change?**

As required by law for any family status change, you must notify Devereux within 60 days of the change by completing all the appropriate paperwork required for the specific type of change. You may not make changes during the year other than those recognized as qualifying events for family status changes (see below for information on Family Status Changes and COBRA), or as a result of the establishment or termination of a domestic partnership.

**Family Status Changes**

The once a year enrollment period (known as Open Enrollment) is the only time you will be allowed to change your benefit elections unless you experience a qualified “Change in Family Status The effective date of the coverage change will be the date of the event or the first of the month on or following the date of the “Family Status Change”. If 30 or 60 days have elapsed from the date of the “Family Status Change” (depending upon the event), you are not permitted to make the change. You must wait until the next Open Enrollment period or “Family Status Change”. Devereux is required to comply with these Internal Revenue Code requirements, which we extend to the equivalents for domestic partners.

The following Family Status Changes must be made within 30 days of the event:

- Change in employment status (FT to PT or PT to FT);
- Significant changes in health plan cost or coverage levels;
- Employee’s, spouse’s, domestic partner’s or dependent’s loss or start of a job;

- When your, your spouse's, domestic partner's or dependent's coverage is lost or obtained;
- Marriage or Domestic Partnership
- Moving out of a health plan's service area due to a change in residence or work site;
- Strike or lockout;
- Leave of Absence;
- Court order giving or removing custody or ordering/removing coverage;

The following Family Status Changes must be made within 60 days of the event:

- When your, your spouse's, domestic partner's or dependent's Medicare or Medicaid coverage is lost or obtained;
- Divorce, legal separation, annulment, or affidavit that the domestic partnership has ended;
- Birth, adoption, placement for adoption, or death of a spouse or dependent (Effective date of event);

If any of these changes occur and you wish to change your benefit election mid-year, you must notify your center People Operations Department within thirty or sixty days of the event date (depending upon the event) and complete online enrollment to update your benefits on account of, and consistent with, the change in family status you experience. For example, if an employee and domestic partner's relationship ends, the consistency rule only allows a spouse /domestic partner to be dropped from the plan; the **employee's** children can not be dropped from the plan on account of this family status change. Documentation is required for all family status changes. An Affidavit of Domestic Partnership is required at the time the relationship and residence requirements for participation are met. In addition, an Affidavit of Domestic Partnership is required for changes in the Domestic Partner relationship.

### **What if Your Relationship Ends?**

Should your relationship with your Domestic Partner end, or you no longer meet all the requirements (for example, you no longer live together), you are no longer considered to be Domestic Partners and your former Domestic Partner is no longer eligible for Devereux benefits.

You must complete and submit a Statement of Termination of Domestic Partnership. This process will revoke your Affidavit of Domestic Partnership. You must take this action within 60 days from the date the relationship ends. In the event the former Domestic Partner of a Devereux employee covered his or her dependent child or children, the dependents and former domestic partner's coverage ends at the end of month in which the partnership ended. COBRA is not available. Remember that you may also wish to change the beneficiary designations for life insurance and retirement benefits. The Statement of Termination of Domestic Partnership does not change your beneficiary designation.

### **If You Lose Coverage**

Benefits will terminate on the last day of the month of your termination or change to part-time status. Group Life, Long-Term Disability and flexible spending accounts end on the date of termination or change to part-time status.

Upon your termination, you will be sent COBRA and HIPAA paperwork to continue medical, dental, prescription, and/or MSA coverage. COBRA does not legally apply to Domestic Partner Coverage and therefore, it is not a requirement for Devereux to extend it. However, Devereux will extend COBRA to Domestic Partners and their covered dependents if an employee's applicable benefits terminate due to employment events. Employment events include changes in status (full time, to part time) or loss of job. In

these situations, Devereux will extend the offer of COBRA to the employee as well as his or her Domestic Partner and the Domestic Partner's dependent(s). COBRA will not be extended to Domestic Partners in events where the relationship is dissolved.

### **How to Enroll**

#### **Initial Benefit Eligibility for Newly Hired Full-time Employees:**

1. Complete an Affidavit of Domestic Partnership form and return this form to your People Operations department prior to your benefit eligibility date.
2. Log into Oracle and enter your benefit elections through self-service. You must complete your enrollment through self-service during your eligibility period (day 30-90).

#### **During Open Enrollment**

1. Complete an Affidavit of Domestic Partnership and return it to your PO department prior to the end of the Open Enrollment period in order to become effective January 1 of the next plan year.
2. Log into Oracle and enter your benefit elections through self-service. You must complete your enrollment through self-service during the Open Enrollment period.

#### **When the 12-Month Residence Requirement to Establish Partnership has been Met**

1. You must complete and return to your People Operations Department an Affidavit of Domestic Partnership form within 30 days of the event (assuming you and your Domestic Partner have met all eligibility requirements – residency, relationship, and/or registration-as of this date). The 12-month eligibility requirement can be met when the employee and their domestic partner have lived in a relationship and have resided together for 12 continuous months, regardless of whether that date started before or after the employee was hired by Devereux. Corporate PO will then create a mid-year life event for you in Oracle and you will be able to log into Oracle and complete your enrollment through self-service.

### **For More Information**

If you have questions about any of your benefits after reading this brochure, you can get more information by contacting your People Operations Department or the Corporate PO department.

### **Questions and Answers**

**Q:** *I don't want the people I work with to know I'm enrolling a Domestic Partner; can I do this?*

**A:** Although information regarding Domestic Partners is part of your personnel file and therefore, it is confidential, your local People Operations department office will need to know in order to enroll you in coverage. Your local Payroll office will need to know in order to set up the proper tax codes and deductions. Payroll and People Operations will keep this information confidential, but we cannot

guarantee a greater level of security or confidentiality than is provided for other employee data. Access to this information will be given only to those whose jobs require it. Lists or reports will not be generated using your name, but records must be maintained for tax purposes. Outside of Devereux, insurance carriers (medical, dental, pharmacy) who provide services to your Domestic Partner or Domestic Partner's children will need information on your Domestic Partner. Additionally, the providers that your Domestic Partner will access will also have their own records naming you as the provider of coverage.

**Q:** *Does the imputed income required for Domestic Partner coverage count as income for TIAA contributions?*

**A:** No, this additional taxable income is not “earnings”. Imputed income merely represents the value of benefits provided for an individual(s) who is not your tax-qualified dependent.

**Q:** *If an employee and their Domestic Partner adopt a child together while both are covered under Devereux’s plan, would the child’s coverage be pre or post tax?*

**A:** If the adopted child has been adopted by the employee, then the child is eligible for the usual tax-favored benefits (just like any other adopted child). However, if the child is adopted ONLY by the Domestic Partner (as current law in many states bans dual adoptions), then the child can be covered, but not on a pre-tax basis.

## Affidavit of Domestic Partnership

Name: \_\_\_\_\_

Center Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

### I. Declaration

We, \_\_\_\_\_ and \_\_\_\_\_ certify that  
"Employee Name" Print "Partner Name" Print

we are Domestic Partners 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 benefits programs.

### II. Domestic Partner Criteria

1. We live in a spouse-like relationship and have lived in this relationship for a period of twelve continuous months or more. Further, we intend to remain each other's Domestic Partner indefinitely;
2. We live in the same permanent residence and we have lived in the same permanent residence together for a period of twelve continuous months or more. Further, we intend to live together in the same residence indefinitely. (Same permanent residence allows for relocations or moves, which are made together.);
3. In states or municipalities recognizing Domestic Partner relationship by requiring registration, we have registered or will register if registration is subsequently offered in the state where we reside;
4. Neither of us is legally married or the Domestic Partner of anyone else;
5. We are not related by blood in a way that would bar marriage to each other under applicable law in effect where we reside; and
6. We are both at least eighteen (18) years of age and are mentally competent to enter into a legal contract.

### 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 be no longer 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.

## **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.

### **IV. 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/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.

**SIGNATURE PAGE FOLLOWS**

**V. 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**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

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

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

# Statement of Termination of Domestic Partnership

Name: \_\_\_\_\_

Center Name: \_\_\_\_\_

**I. Reason for Termination:**

- Relationship Dissolved
- No longer meet all the required criteria
- Marriage
- Other: \_\_\_\_\_

## Notice Required to Partner and Devereux

In accordance with the previously signed affidavit, I acknowledge that my Domestic Partner and I each agreed to notify the other in writing if and when there was a change in our Domestic Partner status which needed to be reported to Devereux. I further acknowledge that it is understood 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.

**III. Reminders** – In the event of the termination of your Domestic Partner relationship, you may want to consider reviewing your beneficiary designations, as the completion of this form does not change your beneficiary designation for applicable benefit programs. Changes to benefit elections must be made within 60 days of completion of this form. The Devereux employee must take action to complete appropriate forms to make necessary benefit changes

**Employee**

**Partner**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Address Change

\_\_\_\_\_  
Address Change

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

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

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



2. We understand that any person/employee/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 we are stating that all parties listed qualify under Internal Revenue Service Regulations as dependents and that as defined, all parties are eligible to have the premium paid by Devereux on behalf of the Partner and the Partner's eligible covered children (if any), as tax-free and the portion of covered benefits paid by the employee can be processed on a pre-tax basis.
5. We acknowledge full tax liability and penalties on both employee and employer will be our responsibility for either knowingly or unknowingly misrepresenting an individual as either a "qualifying child" or "qualifying relative".
6. We affirm, under pain and penalty of perjury, that the assertions in this Affidavit are true to the best of our knowledge
7. We acknowledge that we are required to notify Devereux within thirty days if any of the dependents listed herein cease to meet the criteria for tax-qualified dependents. We further acknowledge that, in the event a tax-qualification ceases mid-year (dependent no longer meets the criteria but remains under the employee's coverage), the employee will be liable for imputed income beginning the first of the month following the status change and through the remainder of the coverage election period, or until the dependent again meets tax-qualified status. In the event that a tax-qualified dependent was improperly classified at the time of or after the initial enrollment period, the employee agrees to be liable for imputed income that would have resulted had the dependent been properly classified.

**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  Male  Female**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

City, State, Zip

City, State, Zip

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

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

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