AFFIDAVIT OF SAME SEX DOMESTIC PARTNER RELATIONSHIP FOR PURPOSES OF HEALTH CARE, FEE REMISSION, AND/OR NON-RESIDENT TUITION WAIVER FOR GRADUATE ASSISTANT'S SAME SEX DOMESTIC PARTNER

CONFIDENTIAL

Employee: _____

Last Name First Name M.I. BSUID

Domestic Partner: _____

Last Name First Name M.I.

We declare, for purposes of insurance coverage, that we have established a same sex domestic partnership that meets the following criteria:

1. My same sex Domestic Partner and I have shared the same primary residence and have been in an exclusive relationship continuously for at least the six months immediately preceding the date of this Affidavit.

   Address of Primary Residence: _____

2. Neither of us is married or in a domestic partner relationship with anyone else.
3. We are both at least 18 years of age and mentally competent to contract.
4. We are not related by blood any closer than would bar marriage in the state of Indiana by reason of blood relationship.
5. We are jointly responsible for each other's necessities, including without limitation food, clothing, housing and medical care.
6. We are attaching documentation of significant financial interrelationships, such as joint ownership or lease of a home, joint bank accounts, designation of each other as beneficiary of life insurance, retirement benefits, will or other binding contractual financial relationships.

We understand that Ball State University reserves the right to require additional evidence proving that we meet the criteria for eligibility for same sex domestic partner benefits. As the Employee, I understand that I must immediately notify Ball State University if the domestic partner relationship is terminated (in no event more than 30 days after the relationship is terminated). We have received and understand the information outlined in the Description of Benefits for Same Sex Domestic Partners. We understand that falsification of any of the information set forth in or attached to this Affidavit may result in denial of health insurance coverage, Fee Remission benefits, and/or non-resident tuition waiver for Graduate Assistant's same sex Domestic Partner, as well as disciplinary action, up to and including termination of the Employee. In consideration for Ball State University's agreement to extend health care benefits, Fee Remission, and/or non-resident tuition waiver for Graduate Assistant's same sex Domestic Partner, we, the Employee and the Domestic Partner, agree to be jointly and individually liable to reimburse the University for all losses suffered or amounts paid to or for the benefit of the Domestic Partner under the University benefits previously noted to which he or she is not entitled.

We affirm, under the penalties for perjury, that all of the foregoing representations are true.

_____ _____

Signature of Employee Signature of Domestic Partner

_____ _____

Date Date

DESCRIPTION OF BENEFITS FOR SAME SEX DOMESTIC PARTNERS

Effective July 1, 2002, Ball State University began offering the Ball State Health Care Plans to the same sex domestic partners of our eligible employees. Effective July, 2009 the Fee Remission for Spouses and Dependents program was extended to include domestic partners. Eligible employees are those employees listed in Appendix I of the Employee Benefits Handbook eligible for coverage under the Ball State University Health Care Plan and Fee Remission for Spouses and Dependents. Eligible Graduate Assistants must have a current contract in order for their qualified domestic partner to qualify for remission of non-resident tuition.

DEFINITION OF QUALIFIED SAME SEX DOMESTIC PARTNER

A same sex domestic partner is defined as follows:

1. A person of the same sex as the employee with whom the employee has shared a residence with and had an exclusive relationship with for at least six months.
2. A person who is not married or in a domestic partner relationship with anyone other than the employee.
3. A person who is at least 18 years of age and mentally competent to consent to contract.
4. A person who is not related to the employee by blood closer than would bar marriage in the state of Indiana by reason of blood relationship.
5. A person with whom the employee shares joint responsibility for each other's necessities, including without limitation food, clothing, housing and medical care.
6. A person with whom the employee can show a significant financial interrelationship by providing documentation such as joint ownership or lease of a home, joint bank accounts, designation of each other as beneficiary of life insurance, retirement benefits, will or any other binding contractual financial relationship.

TAX FACTS FOR DOMESTIC PARTNER BENEFITS

When a same sex domestic partner is added to your Ball State University sponsored health care plan or tuition costs are waived for a domestic partners, the IRS considers the University's contribution toward the additional benefits as your imputed income. The additional coverage or tuition costs for your same sex domestic partner becomes a taxable benefit – unlike medical coverage and/or Fee Remission benefits for your enrolled family members.

For Health Insurance coverage imputed income is separate from – and in addition to – your monthly plan cost. The amount of imputed income depends upon the plan in which you are enrolled and the level of your coverage. Similarly, the value of the tuition fees waived for your same sex domestic partner is imputed income.

Imputed income is taxable – that is, it increases your taxable gross income for federal and state income taxes as well as for FICA (Social Security and Medicare) taxes withheld from your paycheck. Your imputed income is reported on your annual Form W-2.

Imputed income does not affect calculations for University-sponsored Life, AD&D, or Salary Continuance Insurance or pension contributions.

The IRS will also not allow the portion of your premium attributable to your same sex domestic partner's health care benefits to be covered under the Premium Conversion Plan.

If you are eligible to claim your same sex domestic partner as a dependent under Section 152 of the Internal Revenue Code, the University's contributions toward the additional coverage and/or the value of the tuition fees will not be considered imputed income for the employee and your additional premiums under the Health Care plans will be eligible for the Premium Conversion Plan.

REQUIREMENTS FOR ENROLLMENT

Both the employee and domestic partner must complete and sign the Affidavit of Same Sex Domestic Partner Relationship. This must be presented along with the proper documentation proving the domestic partner relationship (proof of joint ownership or lease of a home, a joint bank account, designation of each other as beneficiary of life insurance, retirement benefits, will or any other binding contractual financial relationship) to the Office of Payroll and Employee Benefits when enrolling or changing health care coverage. A completed affidavit must be on file with the Office of Payroll and Employee Benefits when the Fee Remission for Spouses and Dependents form is completed. Graduate Assistants who are not eligible for University Benefits, but are requesting a waiver of the non-resident tuition for their Domestic Partner, must complete the Affidavit and present it to the University's Office of Bursar and Loan Administration.

Falsification of required information could result in denial of health insurance coverage, Fee Remission benefits, and/or non-resident tuition waiver for Graduate Assistant's same sex Domestic Partner, as well as disciplinary action, up to and including termination of the employee.

ENROLLMENT

Health Care benefits - A qualified domestic partner may be added to the employee's health care plan during regular open enrollment or within 30 days of the domestic partner losing benefits, experiencing a significant change in coverage, or becoming qualified as a domestic partner.

Fee Remission benefits – Employees should follow the same procedures established for the Fee Remission for Spouses and Dependents in order to access the Fee Remission benefit for their domestic partner.

The employee is also required to notify the University within 30 days of the termination of the domestic partner relationship.

ELIGIBILITY OF DEPENDENT CHILDREN

The dependent children of an employee's same sex domestic partner are only eligible for benefits under the Ball State University Health Care Plans and Fee Remission if they are also legal dependents of the employee.

FLEXIBLE SPENDING PROGRAMS

The Ball State Flexible Spending Plans are made available to eligible employees to use to pay for medical and dependent care expenses for themselves and their dependents. These benefits may not be used for domestic partners and/or their dependents unless the domestic partner and/or the domestic partner's dependents are also dependents of the employee.

CONTINUATION OF BENEFITS AFTER TERMINATION/RETIREMENT

Upon termination of employment from Ball State University, an employee may be eligible for continuing health care benefits under COBRA. Domestic Partner coverage is not available under COBRA.

Domestic Partner coverage is not provided under the University Health Plan or the Fee Remission for Spouses and Dependents program after an employee retires. Health care coverage for dependents can be continued after retirement only if they are the legal dependents of the employee, not dependents of the domestic partner.