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# Healthcare & Insurance Programs

## Domestic Partner Information Booklet

Plan Year 2025

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ADMINISTERED BY: Southwest Research Institute®



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## 1. Introduction

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For many years, Southwest Research Institute (SwRI) has included legally married spouses or common law spouses, regardless of gender, of regular employees as an eligible dependent who may be enrolled in available healthcare and insurance benefit programs. **Additionally, all regular full-time and regular part-time employees can elect to cover a domestic partner, regardless of gender, and if applicable, the dependent child(ren) of a domestic partner, on the healthcare and insurance programs described in this document.** Benefits are available to an employee's domestic partner to further demonstrate our commitment to SwRI's Core Value of "People: Fostering an employee-centric culture in a safe, inclusive, healthy, and supportive workplace."

**The IRS says that the values of some company-paid benefits for an unmarried domestic partner is taxable, even though the same benefit for a married spouse is not. It's important to understand the tax implications of covering a domestic partner and if applicable, a domestic partner's child(ren).** See the section "IRS Rules on Taxation of Domestic Partners Benefit Costs" for an overview of the applicable tax requirement for covering a domestic partner, and if applicable, a domestic partner's child(ren), on the healthcare and insurance benefit programs described in this document.

When comparing the total cost of coverage (your contributions plus additional taxes), enrolling a domestic partner as a dependent in any of your SwRI benefits may not be right for you. It may be less expensive for an eligible domestic partner to keep the coverage offered by his or her own employer, if available. Depending on circumstances, an individual policy, such as coverage available at [www.healthcare.gov](http://www.healthcare.gov), might be more cost effective. Employees will need to determine the most appropriate and cost-effective coverage on their own based upon their individual facts and circumstances.

*The official description of eligibility rules concerning domestic partners' eligibility for healthcare and insurance programs is included in the applicable ERISA Plan Document(s). The Plan Document(s) serves as the final authority in all matters related to benefit applicability and interpretation. If there is any error, omission, or ambiguity between the information contained in this document and the Plan Document(s), the Plan Document(s) is controlling. Any benefit plan or dependent eligibility rule may be modified or terminated by SwRI for any reason.*

## 2. Domestic Partner Definition

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Domestic partners are defined according to the healthcare and insurance program's dependent eligibility rules as two people in an exclusive and committed relationship who have met **ALL** the following requirements for at least the last twelve (12) consecutive months:

- ☐ You are each other's sole domestic partner, and you intend to remain so indefinitely.
- ☐ Neither of you is married to or legally separated from anyone else nor have had another domestic partner within the prior twelve (12) months.
- ☐ You are both at least eighteen (18) years old and mentally competent to consent to a contract.
- ☐ You are not related by blood to a degree of closeness that would prohibit legal marriage in the state in which you legally reside.
- ☐ You cohabit and reside together in the same residence and intend to do so indefinitely. You have resided in the same household for at least twelve (12) consecutive months.
- ☐ You are engaged in a committed relationship of mutual caring and support and are jointly

responsible for your common welfare and living expenses, as evidenced by two (2) of the following supporting documents:

- Joint lease/mortgage or home ownership; OR
- Joint bank account; OR
- Joint credit card billing statement; OR
- Jointly paid household expense (e.g. utility bill) with both names); OR
- Beneficiary of life insurance or will; OR
- Power of attorney.

- ☐ You are not claiming this domestic partnership relationship solely for the purpose to obtain benefits coverage.

### 3. Applicable Benefit Programs

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Enrollment of a domestic partner for any SwRI benefit program is not established merely by meeting the definition above. The following healthcare and insurance programs permit enrollment for a domestic partner meeting the definition above AND for whom the procedures described in the “Domestic Partner Enrollment” section of this document have been performed.

- Medical Plans: UnitedHealthcare Choice EPO, UHC Texas Premier, Kaiser HMO
- Delta Dental Plan
- Vision Plans: VSP-High Option, VSP-Low Option
- MetLife Cancer Plan
- Dependent Life Insurance
- Voluntary Life Insurance
- Voluntary Accidental Death & Dismemberment Insurance (Voluntary AD&D)
- Critical Illness Plan
- Accidental Injury Plan
- MetLife Legal Plans

Under current IRS regulations, healthcare and dependent care Flexible Spending Account reimbursements cannot be made for the eligible expenses of a domestic partner (and/or a domestic partner’s children) if the domestic partner (and/or a domestic partner’s children) is not considered a legal tax dependent of the employee. See “An Exception to the IRS Rules on Taxation of Domestic Partner Benefit Costs” section for requirements of a domestic partner (and/or a domestic partner’s children) to be considered an employee’s tax dependent under Section 152 of the Internal Revenue Service (IRS) Code.

Benefits are also available to domestic partners for other programs. The SwRI Operating Policies and Procedures (OPP) will be updated to reflect other programs for which benefits related to a domestic partner(s) may apply.

### 4. Coverage for Child(ren) of Domestic Partners

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If a domestic partner is enrolled in one or more of the healthcare and insurance program(s) described in this document, an employee may also enroll a domestic partner’s child(ren) if the natural or legally adopted child is under the age of 19 or age 19 up to 26 and not in the active military.

Coverage for the child(ren) of a domestic partner ends upon termination of the domestic partner relationship or death of the domestic partner if sooner than it would otherwise end. Coverage for a child attaining age 26 terminates at the end of the calendar month in which the child attains age 26.

## 5. IRS Rules on Taxation of Domestic Partner Benefit Costs

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Both the employee's cost and SwRI's cost for covering a domestic partner and if applicable, a domestic partner's child(ren), is the same as for covering a spouse and the natural child(ren), adopted child(ren), and/or stepchild(ren) of the employee. Tax-free treatment is permitted for an employee's legal or common law spouse and his/her natural child(ren), adopted child(ren), and/or stepchild(ren) enrolled in an applicable healthcare and/or insurance benefit program.

**IRS regulations do not include domestic partners and the child(ren) of domestic partners in the family relationships to which tax-free treatment of certain benefit program's costs is permitted. Therefore, the market value (i.e., total cost) of coverage applicable to a covered domestic partner and his/her children is added to the employee's regular pay in calculating the total taxable income towards which ordinary federal, FICA, state, local and any other applicable payroll taxes are calculated. The additional taxable income does not increase the employee's after-tax pay which is paid to the employee via direct deposit. In fact, the employee's after-tax pay will decrease due to the increased taxes.**

Note: Employees who reside outside of Texas and have a state civil union or registered domestic partner license may be exempt from state income taxes.

These taxation rules apply to:

- Medical Plans: UnitedHealthcare Choice EPO, UHC Texas Premier, Kaiser HMO
- Delta Dental Plan
- Vision Plans: VSP-High Option, VSP-Low Option
- MetLife Cancer Plan
- Voluntary Accidental Death & Dismemberment Insurance (Voluntary AD&D)

The following is an *illustrative example* of the employee's cost and the additional taxable income that is applied for an employee who elects to cover a domestic partner and a domestic partner's child(ren) in the UnitedHealthcare Choice EPO plan.

	Employee + Domestic Partner	Employee + Domestic Partner + Domestic Partner's Child(ren)
<b>Gross Regular Pay</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>
Employee Deduction Amount	(233.21)	(350.88)
Additional Taxable amount for market value of domestic partner's coverage	376.10	705.57
<b>Gross taxable Income</b>	<b>\$2,142.89</b>	<b>\$2,354.69</b>
<b>Gross Regular Pay</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>
Employee Deduction Amount	(233.21)	(350.88)
Federal Income Tax at 10% of Gross Taxable Income	(214.29)	(235.47)
Social Security Tax at 7.65% of Gross Taxable Income	(163.93)	(180.13)
<b>Net After-Tax Pay</b>	<b>\$1,388.57</b>	<b>\$1,233.52</b>

Additional deductions for the employee's portion of the benefit programs and the additional taxable income may apply if the domestic partner is also enrolled in the Delta Dental Plan, vision plan coverage, MetLife Cancer Plan, or Voluntary AD&D. **See Attachment A for the full listing of the employee bi-weekly deductions applicable to all benefit programs and dependent coverage tiers, along with the additional taxable income that will be added to an employee's regular pay when choosing to enroll an eligible domestic partner and a domestic partner's child(ren) in applicable healthcare and insurance benefit program(s).**

*Note that the additional taxable income described above is not included in the employee income for which benefits or contributions under any plan based on compensation (e.g., LTD, life insurance, and/or 403(b) retirement plan) are calculated.*

## 6. Exception to the IRS Rules on Taxation of Domestic Partner Benefit Costs

If an employee's domestic partner and if applicable, a domestic partner's child(ren), qualify as income tax dependents of the employee under IRS Section 152, the IRS does not require that additional taxable income be added to an employee's wages for the amount spent by SwRI for the cost of coverage for the enrollment of a domestic partner and if applicable, a domestic partner's child(ren), if qualified as an income tax dependent(s).

Section 152 of the Internal Revenue Code says: a taxpayer's domestic partner and his/her children can be claimed as a taxpayer's legal dependents when the taxpayer files an income tax return for any year in which they meet **ALL the following criteria** for the entire calendar year:

- Must be a non-related individual; AND
- Citizen, national or resident of the U.S.; AND
- Live with the taxpayer and is a member of the taxpayer's household for the entire year; AND

- In a relationship with the taxpayer that does not violate local laws; AND
- Receives over half of their support from the taxpayer; AND
- Has gross income of less than the IRS limit for Qualifying Relatives; AND
- Is not the qualifying dependent of another taxpayer; AND
- Is not married and filing a joint tax return.

The tax dependent status as a legal dependent under Section 152 (or not qualified as a tax dependent) is evaluated only once annually. Tax dependent status must be affirmed by the employee when first adding a domestic partner and if applicable, a domestic partner's child(ren), to an eligible healthcare or insurance benefit program(s) by submission of the **Domestic Partner Statement of Tax Dependency (Attachment C)**. The submission of this form requires that the enrolling domestic partner and if applicable, domestic partner's child(ren), were claimed as the employee's tax dependent on the latest tax return that has been filed with the IRS.

Once an employee has enrolled a domestic partner and if applicable, a domestic partner's child(ren) in applicable healthcare and insurance program(s) and has also claimed a domestic partner and if applicable, a domestic partner's child(ren), as a tax dependent under IRS Section 152, the employee is responsible for notifying the SwRI Employee Benefits Office via email [benefits@swri.org](mailto:benefits@swri.org) if the domestic partner and/or the domestic partner's child(ren) no longer qualify as a tax dependent on the tax return most recently filed by the employee.

If an employee originally enrolled a domestic partner and if applicable, a domestic partner's child(ren) in applicable healthcare and insurance program(s) and did not claim a domestic partner and if applicable, a domestic partner's child(ren), as a tax dependent under IRS Section 152 and now wishes to change the tax dependency status, a Domestic Partner Statement of Tax Dependency must be submitted to the SwRI Employee Benefits Office via email [benefits@swri.org](mailto:benefits@swri.org) and will be effective as of the beginning of the next pay period.

## 7. Domestic Partner Enrollment Process

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To enroll a domestic partner and if applicable, a domestic partner's child(ren), for benefits, an eligible regular full-time or part-time employee must:

1. Complete the **Declaration of Domestic Partnership included at Attachment B**. This document must be signed by the employee and his/her domestic partner and notarized by a public notary.
2. Submit the signed and notarized Declaration of Domestic Partnership via email to [benefits@swri.org](mailto:benefits@swri.org).
3. A manual Benefit Enrollment Form will be emailed to you. You cannot add your domestic partner and his/her child(ren) to your benefits through the Update Employee Benefits Elections link in Employee Self Service.
4. Complete the Benefit Enrollment Form and returned a signed copy via email [benefits@swri.org](mailto:benefits@swri.org).
5. Provide two (2) of the following documents evidencing joint responsibility for your common welfare and living expenses:
  - Joint lease/mortgage or home ownership; OR
  - Joint bank account; OR



- Joint credit card billing statement; OR
  - Jointly paid household expense (e.g., utility bill) with both names); OR
  - Beneficiary of life insurance or will; OR
  - Power of attorney.
6. For employees who reside outside of Texas, provide a state-issued civil union or registered domestic partner license, if available.
  7. If the domestic partner and if applicable, a domestic partner's child(ren), qualify as an income tax dependent under IRS Section 152, you must also complete the **Domestic Partner Statement of Tax Dependency included at Attachment C.**

**If enrolling both a domestic partner and the child(ren) of a domestic partner, a valid birth certificate or adoption certificate must be provided for the child(ren) which lists the domestic partner as the birth/adoption parent.**

If an employee's domestic partner is also a SwRI employee, each employee should enroll separately in applicable healthcare and insurance benefit program(s) under employee-only coverage due to the lower total biweekly deductions and to avoid the additional taxable income.

The Declaration of Domestic Partnership is valid until the Employee Benefits Office is notified that the domestic partnership has ended. A Declaration 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. Since there may be other implications to signing a Declaration of Domestic Partnership, employees are urged to seek appropriate legal advice before signing any other documents.

An employee's submission of a Declaration of Domestic Partnership is a midyear life status change event for which other benefit changes are permitted as described in the Southwest Research Institute Section 125 Plan.

*Important Reminder – When you elect to cover your domestic partner and his/her child(ren) on some or all eligible healthcare or insurance benefit programs, this does not change the named beneficiary for other benefit programs who will receive program benefits in the event of your death. To update the beneficiary on your life insurance or voluntary accidental death and dismemberment (Voluntary AD&D) insurance, you must complete an Open Enrollment or Benefit Change Form naming your domestic partner as your beneficiary. Contact TIAA to update the beneficiary on the retirement plan to a domestic partner.*

## 8. Termination of a Domestic Partnership

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Should the employee's relationship with a domestic partner end or the requirements are no longer met (for example, the employee and domestic partner no longer live together), the domestic partner and if applicable, the domestic partner's child(ren) are no longer eligible for enrollment in applicable healthcare and insurance benefit plan(s). Employees must contact the Employee Benefits Office via email [benefits@swri.org](mailto:benefits@swri.org). The employee will receive and must complete and submit a Declaration of Termination of Domestic Partnership (Attachment D). This form will revoke the previously submitted Declaration of Domestic Partnership, and the domestic partner and if applicable, the domestic partner's child(ren), will no longer be enrolled in applicable healthcare and insurance benefit plan(s).

*The employee may wish to change the beneficiary designated to receive life insurance proceeds or contact TIAA to change the beneficiary designated to receive retirement plan balances.*

When the domestic partner and if applicable, domestic partner's child(ren), are no longer eligible for coverage in the applicable healthcare program(s) due to the end of the relationship, no longer meeting the definition of a domestic partner, a domestic partner's child(ren) reaching age 26, or other circumstances for which continuing enrollment in the applicable healthcare program(s) is not permitted, continuing coverage is available for continuing enrollment in medical, dental, and vision plan coverage(s) subject to the same requirements applicable to an employee's spouse and children under COBRA. Further information on COBRA is available in the COBRA Information Booklet available on the Employee Benefits website.

Continuing coverage on other applicable insurance plan(s) is subject to the terms and conditions established by each insurer and is only effective, if available, by contacting the insurer.

## Attachment A: Domestic Partner Deductions and Additional Taxable Income

<b>DOMESTIC PARTNER PREMIUMS AND ADDITIONAL TAXABLE INCOME</b>		
<b>Plan Year 2025</b>		
Benefit Description	Biweekly Premium	Additional Taxable Amount
UHC Choice EPO-Employee + Domestic Partner	\$251.72	\$378.77
UHC Choice EPO-Employee + Family, including Domestic Partner & Only Employee's Child(ren)	\$376.17	\$378.77
UHC Choice EPO-Employee + Family, including Domestic Partner & Any Domestic Partner's Child(ren)	\$376.17	\$713.18
UHC Texas Premier-Employee + Domestic Partner	\$403.80	\$960.06
UHC Texas Premier-Employee + Family, including Domestic Partner & Only Employee's Child(ren)	\$577.35	\$960.06
UHC Texas Premier-Employee + Family, including Domestic Partner & Any Domestic Partner's Child(ren)	\$577.35	\$1,671.51
Kaiser HMO-Employee + Domestic Partner	\$214.44	\$437.63
Kaiser HMO-Employee + Family, including Domestic Partner & Only Employee's Child(ren)	\$309.86	\$437.63
Kaiser HMO-Employee + Family, including Domestic Partner & Any Domestic Partner's Child(ren)	\$309.86	\$827.11
Delta Dental-Employee + Domestic Partner	\$12.54	\$14.20
Delta Dental-Employee + Family, including Domestic Partner & Only Employee's Child(ren)	\$34.51	\$14.20
Delta Dental-Employee + Family, including Domestic Partner & Any Domestic Partner's Child(ren)	\$34.51	\$40.09
VSP High-Employee + Domestic Partner	\$14.40	\$5.84
VSP High-Employee + Family, including Domestic Partner & Only Employee's Child(ren)	\$22.98	\$5.84
VSP High-Employee + Family, including Domestic Partner & Any Domestic Partner's Child(ren)	\$22.98	\$14.42
VSP Low-Employee + Domestic Partner	\$9.14	\$3.83
VSP Low-Employee + Family, including Domestic Partner & Only Employee's Child(ren)	\$12.24	\$3.83
VSP Low-Employee + Family, including Domestic Partner & Any Domestic Partner's Child(ren)	\$12.24	\$6.92
UHC Choice EPO-Employee + Domestic Partner	\$251.72	\$378.77
UHC Choice EPO-Employee + Family, including Domestic Partner & Only Employee's Child(ren)	\$376.17	\$378.77
UHC Choice EPO-Employee + Family, including Domestic Partner & Any Domestic Partner's Child(ren)	\$376.17	\$713.18
UHC Texas Premier-Employee + Domestic Partner	\$403.80	\$960.06
UHC Texas Premier-Employee + Family, including Domestic Partner & Only Employee's Child(ren)	\$577.35	\$960.06
UHC Texas Premier-Employee + Family, including Domestic Partner & Any Domestic Partner's Child(ren)	\$577.35	\$1,671.51

## Attachment A: Domestic Partner Deductions and Additional Taxable Income

<b>DOMESTIC PARTNER PREMIUMS AND ADDITIONAL TAXABLE INCOME (continued)</b>		
<b>Plan Year 2025</b>		
<b>Benefit Description</b>	<b>Biweekly Premium</b>	<b>Additional Taxable Amount</b>
MetLife Cancer High-Employee + Domestic Partner	\$35.60	\$18.45
MetLife Cancer High-Employee + Family, including Domestic Partner & Only Employee's Child(ren)	\$41.19	\$18.45
MetLife Cancer High-Employee + Family, including Domestic Partner & Any Domestic Partner's Child(ren)	\$41.19	\$24.04
MetLife Cancer Low-Employee + Domestic Partner	\$23.50	\$12.16
MetLife Cancer Low-Employee + Family, including Domestic Partner & Only Employee's Child(ren)	\$27.22	\$12.16
MetLife Cancer Low-Employee + Family, including Domestic Partner & Any Domestic Partner's Child(ren)	\$27.22	\$15.88
Voluntary AD&D-Spouse (DP)	Varies based on coverage amount	
Voluntary AD&D-Child (DP's Child)		

## **Attachment B: Declaration of Domestic Partnership**

### **I. DECLARATION**

We, \_\_\_\_\_ and \_\_\_\_\_, each certify and declare that we are domestic partners in accordance with the following criteria:

1. We affirm that this domestic partnership began on or about \_\_\_\_/\_\_\_\_/\_\_\_\_.
2. We are each other's sole domestic partner, and we intend to remain so indefinitely.
3. Neither of us is married to or legally separated from anyone else nor have had another domestic partner within the prior twelve (12) months.
4. We are both at least eighteen (18) years of age and mentally competent to consent to contract.
5. We are not related by blood to a degree of closeness that would prohibit legal marriage in the state in which we legally reside.
6. We cohabit and reside together in the same residence and intend to do so indefinitely. We have resided in the same household for at least twelve (12) consecutive months.
7. We are engaged in a committed relationship of mutual caring and support and are jointly responsible for our common welfare and living expenses.
8. We are not in this relationship solely for the purpose to obtain benefits coverage.

### **II. DEPENDENT CHILDREN OF DOMESTIC PARTNER**

We understand that dependent children of \_\_\_\_\_ (domestic partner-print name) are eligible for coverage when they are:

- unmarried,
- primarily dependent on the employee for support, and
- meet the age/school and all eligibility requirements of the plan of benefits.

### **III. TAX IMPLICATIONS**

We understand the IRS does not consider a domestic partner or civil union partner to be a dependent and unless the Statement of Tax Dependency is submitted, we acknowledge the tax impacts described in the Domestic Partner Healthcare and Insurance Program Benefits Information Booklet will apply.

### **IV. CHANGE IN DOMESTIC PARTNERSHIP**

We have an obligation to notify the SwRI Employee Benefits Office by filing a Declaration of Termination of Domestic Partnership if there is any change in our domestic partnership status as attested to in this Declaration that would terminate this Declaration (e.g., due to death of a partner, a change in residence of one partner, termination of the relationship, etc.). We will notify the SwRI Employee Benefits Office within thirty-one (31) days of such change. We understand that

## Attachment B: Declaration of Domestic Partnership

termination of this coverage (obtained as a result of completion of this Declaration) will be effective on the date the relationship ends as indicated on the Declaration of Termination of Domestic Partnership, providing coverage has not otherwise terminated due to standard policy provisions.

### V. ACKNOWLEDGMENTS

1. We understand that this Declaration may have legal implications relating, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Declaration we should seek competent legal advice concerning such matters.
2. We affirm, under penalty of perjury, that the statements in this Declaration are true and correct.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

THE STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ (name of employee), known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to be that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

## Attachment B: Declaration of Domestic Partnership

\_\_\_\_\_  
Domestic Partner Signature

\_\_\_\_\_  
Date

THE STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ (name of domestic partner), known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to be that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

## Attachment C: Domestic Partnership Statement of Tax Dependency

### STATEMENT

I have previously submitted a Declaration of Domestic Partnership to the Employee Benefits Office to enroll a declared domestic partner, and if applicable, the child(ren) of my domestic partner, in a healthcare or insurance benefit program for which I am eligible to enroll dependents.

I additionally certify that each enrolled individual listed below meets **ALL** the requirements described below and qualifies as my tax dependent under Section 152 of the Internal Revenue Code:

1. Individual is not related to me.
2. Individual is a U.S. citizen, U.S. national or U.S. resident alien.
3. Individual lives with the taxpayer and is a member of the taxpayer's household for the entire year.
4. Individual is in a relationship with the taxpayer that does not violate local laws.
5. Individual receives over half of their support from the taxpayer.
6. Individual had gross income of less than \$4,700 (for 2023, subject to annual IRS adjustment).
7. Individual is not the dependent of another taxpayer.
8. Individual is not a married person who filed a joint tax return.

### I. TAXPAYER

This declaration is applicable to the following taxpayer: \_\_\_\_\_  
Employee Name

### II. APPLICABLE DEPENDENTS

This statement is applicable to the following individuals as my tax dependents:

_____ [Name]	_____ [Name]
_____ [Name]	_____ [Name]

### III. ACKNOWLEDGMENTS

1. I acknowledge that the individual(s) named above were claimed as dependent(s) on the most recent income tax return filed with the IRS.
2. I affirm that the statements in this Statement are true and correct.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



## Attachment D: Declaration of Termination of Domestic Partnership

### I. DECLARATION

I, \_\_\_\_\_ certify and declare that the Declaration of Domestic Partnership that was submitted \_\_\_\_\_ for my relationship with \_\_\_\_\_ is no longer valid.

### II. ACKNOWLEDGMENTS

3. I understand that this Declaration of Termination of Domestic Partnership means that \_\_\_\_\_ is no longer eligible for benefits as my dependent. If elected, \_\_\_\_\_ may enroll in eligible health benefits under provisions required under COBRA.
4. If my relationship with \_\_\_\_\_ resumes, I understand that I must meet each of the following for twelve (12) months before \_\_\_\_\_ will be eligible to be re-enrolled in eligible health and insurance programs:
- ☐ You are each other's sole domestic partner, and you intend to remain so indefinitely.
  - ☐ Neither of you is married to or legally separated from anyone else nor have had another domestic partner within the prior twelve (12) months.
  - ☐ You are both at least eighteen (18) years old and mentally competent to consent to a contract.
  - ☐ You are not related by blood to a degree of closeness that would prohibit legal marriage in the state in which you legally reside.
  - ☐ You cohabit and reside together in the same residence and intend to do so indefinitely. You have resided in the same household for at least twelve (12) consecutive months.
  - ☐ You are engaged in a committed relationship of mutual caring and support and are jointly responsible for your common welfare and living expenses, as evidenced by two (2) of the following supporting documents:
    - Joint lease/mortgage or home ownership; OR
    - Joint bank account; OR
    - Joint credit card billing statement; OR
    - Jointly paid household expense (e.g. utility bill) with both names); OR
    - Beneficiary of life insurance or will; OR
    - Power of attorney.
  - ☐ You are not claiming this domestic partnership relationship solely for the purpose to obtain benefits coverage.
5. I understand that this Declaration of Termination of Domestic Partnership only terminates eligibility for health and welfare programs.
6. I acknowledge that this Declaration of Termination of Domestic Partnership does not change the beneficiary for my life insurance; I must reflect a change in life insurance beneficiary on a submitted Benefit Change Form.

## **Attachment D: Declaration of Termination of Domestic Partnership**

7. I acknowledge that this Declaration of Termination of Domestic Partnership does not change the beneficiary for my retirement plan contract and that I am responsible for logging into my secure TIAA account or contacting TIAA at 800-842-2252 to make a beneficiary change to my retirement plan contract.
8. I acknowledge that I am solely responsible for any tax or legal consequences that may result from submitting this Declaration of Termination of Domestic Partnership.

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Employee Signature

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Date