



## Department of Personnel

### DOMESTIC PARTNER APPLICATION AND POLICY

Attached is the complete Domestic Partner Policy and an application to enroll a domestic partner on your health insurance and dental plan.

To enroll a domestic partner, you will need to do the following:

- Read the attached “Policy on Coverage for Domestic Partners under State Health Insurance Plans and Dental Plan”. This policy defines domestic partners and children of domestic partners for benefit coverage purposes. Please be sure to read “Taxation of Benefits” on Page 5 of the policy. You need to be aware of the tax implications before applying for this coverage.
- Complete and have the attached application notarized.
- You will also need to complete a “State of Vermont Enrollment/Change Form” which authorizes premium deductions to be withheld. You can obtain this form from your Personnel Officer or by contacting Employee Benefits at (802) 828-6700 (option1, option3).
- Return both the notarized application and the Medical Plan application directly to:

State of Vermont  
Employee Benefits Unit  
120 State Street, 5<sup>th</sup> floor  
Montpelier, VT 05620-2505

Your application will be maintained in a confidential manner, as described in the attached policy.

**STATE OF VERMONT**

**APPLICATION FOR HEALTH AND DENTAL COVERAGE  
FOR A DOMESTIC PARTNER  
AND THE DEPENDENT CHILDREN OF A DOMESTIC PARTNER**

**SECTION I: ENROLLMENT OF A DOMESTIC PARTNER**

I, \_\_\_\_\_, swear that I and  
(Print name of Employee)

\_\_\_\_\_ are domestic partners, and we  
(Print name of Domestic Partner)

certify that we meet all of the following criteria:

1. We are each other's sole domestic partner and have been in an exclusive and enduring domestic relationship, while sharing a residence, for not less than six consecutive months prior to the submission of this application.
2. We are both eighteen years of age or older.
3. Neither one of us is married to anyone.
4. We are not related by blood closer than would bar marriage under Vermont State law.
5. We are both competent to enter into a legally binding contract.
6. We have agreed between ourselves to be responsible for each other's welfare.

- I agree to notify the Vermont Department of Personnel, Employee Benefits and Wellness Division within 30 calendar days after termination of this domestic partnership.
- I understand that I might be required to produce documentary evidence to support this application, in compliance with the Documentation and Verification Section of the Policy on Coverage for Domestic Partners Under Vermont State Health Insurance and Dental Plans.
- I understand that this application and the information contained in it will be maintained by the State as a confidential personal document, and shall not be disclosed in the absence of the employee's written consent except as necessary to provide and administer benefits coverage or otherwise as required by law.

**PLEASE BE SURE TO READ "TAXATION OF BENEFITS" ON PAGE 5 BEFORE  
COMPLETING THIS SECTION.**

**I understand that if a domestic partner, or his/her child(ren), do not qualify as dependent(s) of the employee, under Section 152 of the Internal Revenue Code, the cost of providing coverage for them will be considered taxable income to the employee and subject to tax withholding. In addition, I understand that if I terminate employment with the State and/or lose coverage under this plan or if my dependents lose coverage because our relationship ends, my non-qualified dependent(s) would not be eligible for COBRA Continuation Coverage.**

The partner identified above: IS    IS NOT    a qualified IRS dependent  
of the employee.                      (Check one)

**SECTION II: ENROLLMENT OF CHILDREN OF A DOMESTIC PARTNER**

I, \_\_\_\_\_, swear that my domestic partner  
**(Print Name of Employee)**

is enrolled or is enrolling now as a dependent in the health and dental benefit plans of the State of Vermont, and I declare that his/her child(ren), whose names are listed below, meet all of the following criteria:

- 1. **The child otherwise meets the eligibility criteria for dependent children under the provisions of the health or dental plans, as outlined in the State employee benefit booklets; and**
- 2. **The child can be, and is, claimed as a dependent by me and/or my domestic partner for Federal Income tax deduction purposes; and**
- 3. **The child resides with me and my domestic partner; and**
- 4. **My domestic partner and I have agreed between ourselves to be jointly responsible for the child’s welfare.**

<u>Name of Child(ren)</u>	<u>Birth Date</u>	<u>Soc. Sec. #</u>	<u>IRS Dependent Of Employee?</u>
1. _____			Yes <input type="checkbox"/> No <input type="checkbox"/>
2. _____			Yes <input type="checkbox"/> No <input type="checkbox"/>
3. _____			Yes <input type="checkbox"/> No <input type="checkbox"/>

**SECTION III: SIGNATURE**

We understand that any misrepresentation or falsification of information on this application shall result in loss of health and dental insurance coverage, shall be considered gross misconduct, and may result in disciplinary action up to and including dismissal from employment.

We hereby swear, under penalty of perjury under the laws of the State of Vermont, that the foregoing is true and correct.

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Employee**

\_\_\_\_\_  
**Signature of Domestic Partner**

\_\_\_\_\_  
**Department**

\_\_\_\_\_  
**Department (if also State Employee)**

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

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

Subscribed and sworn to before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Vermont  
My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

## STATE OF VERMONT

### POLICY ON COVERAGE FOR DOMESTIC PARTNERS UNDER STATE HEALTH INSURANCE PLANS AND DENTAL PLAN

#### **I. DEFINITIONS**

- A. A “Domestic Partner” is a person of the same or opposite sex as the eligible employee who meets the criteria set forth in the section of this Policy entitled “Coverage”. Persons who live together for economic reasons but have not made a commitment to an exclusive enduring relationship as described in this Policy shall not be considered to be domestic partners.
- B. A child of a domestic partner who meets the criteria set forth in the “Coverage” section of this Policy shall also be eligible for health and dental benefits under this Policy.

#### **II. COVERAGE**

##### **A. Domestic Partners**

An employee may obtain health and dental benefits coverage for his or her domestic partner by submitting an application, signed and sworn by the employee and the domestic partner, declaring that the domestic partner relationship meets all of the following criteria:

1. The persons are each other’s sole domestic partner and have been in an enduring domestic relationship sharing a residence for not less than six consecutive months prior to the submission of the application.
2. The persons are eighteen years or older.
3. Neither person is married to anyone.
4. The parties are not related by blood closer than would bar marriage under Vermont state law.
5. The persons are competent to enter into a legally binding contract.
6. The persons have agreed between themselves to be responsible for each other’s welfare.

##### **B. Children of a Domestic Partner**

An employee may obtain health and dental benefits coverage for the child of his or her domestic partner provided all of the following criteria are met:

1. The child otherwise meets the eligibility criteria for dependent children under the provisions of the health or dental benefit plans; and
2. The child can be, and is, claimed as a dependent by the employee and/or domestic partner for Federal income tax deduction purposes; and
3. The child resides with the employee and their domestic partner; and
4. The employee and their domestic partner have agreed between themselves to be jointly responsible for the child’s welfare.

### III. **DOCUMENTATION AND VERIFICATION**

The State may require you to produce documentary evidence to support the employee's request for insurance coverage for a domestic partner and the domestic partner's dependent children. Evidence to support the your request may include, but is not necessarily limited to, the following:

- A. Evidence of joint purchase of home;
- B. A copy of a lease for a residence identifying both parties as responsible for the payment of rent;
- C. Evidence of a joint checking account;
- D. Evidence of a joint savings account;
- E. A title for a car showing joint ownership;
- F. Evidence of joint liability for credit cards;
- G. A copy of the plan proceeds form specifying that the domestic partner is the named beneficiary of state employee life insurance;
- H. Evidence that the domestic partner is the beneficiary of the employee's deferred compensation;
- I. Evidence of durable powers of attorney for property or health;
- J. Wills specifying the domestic partner as the major recipient of employee's financial assets;
- K. Or other forms of evidence depicting significant joint financial interdependency.

**Any misrepresentation or falsification of information on an application or affidavit for health and dental benefit coverage under this Policy shall result in loss of health and dental insurance coverage, shall be considered gross misconduct, and may result in disciplinary action up to and including dismissal.**

### IV. **OTHER PROVISIONS**

#### A. **Confidentiality**

The application for benefits under this Policy shall be submitted directly to the Department of Personnel, Employee Benefits and Wellness Division and shall contain the following statement: "I understand that this application and the information contained in it will be maintained by the State as a confidential personal document, and shall not be disclosed in the absence of the employee's written consent except as necessary to provide and administer benefits coverage or otherwise as required by law."

#### B. **Termination of Domestic Partnership**

The employee must notify the Department of Personnel, Employee Benefits and Wellness Division, within 30 days after termination of a domestic partnership.

#### C. **COBRA Coverage**

Domestic partners and their dependents who are not considered as "qualifying beneficiaries" under federal COBRA provisions will not be eligible to continue their coverage under COBRA after any event that would otherwise give rise to COBRA rights, such as termination of employment or the relationship. Dependents who are not COBRA qualified may be eligible for continuation coverage under the State of Vermont law. Please contact the Employee Benefits Division for more information.

**D. Taxation of Benefits – Extremely Important Information**

The application for benefits under this Policy shall contain a statement to the effect that the State's portion of the cost of the health and dental benefits for a domestic partner or domestic partner's child(ren), when the partner or child is not an "IRS qualified" dependent of such employee, will be considered as taxable income to the employee and subject to withholding tax.

Section 152 of the Internal Revenue Code defines a dependent as an individual who received over half of their support from the taxpayer. Generally, a dependent can be claimed on the taxpayer's Federal Income Tax return. ***On the domestic partner application, if you certify that a domestic partner or domestic partner's child(ren) do not qualify as dependents under Section 152 of the Internal Revenue Code, the State's share of the cost of providing health care coverage to them is considered by the Internal Revenue Service as a taxable benefit to you.*** If you enroll a domestic partner on your health insurance, your taxable wages for Federal Income Tax, Social Security, Medicare Wages and State Wages will include the State's share of the cost of the health care coverage provided to your domestic partner.

***The amount of taxable income added to your wages on a biweekly basis for domestic partner coverage is based on the fair market value of the State's contributions toward this coverage.*** This applies to both medical and dental coverage. The State currently pays 80% of the cost of medical coverage and 100% of the cost of dental coverage. Also included would be any portion of the premium that you pay for this additional coverage that is deducted each pay period on a pre-tax basis.

**E. Enrollment**

An employee may obtain coverage under this Policy for a domestic partner or the child of a domestic partner during the annual Open Enrollment period as provided for by the plan; within 60 calendar days of qualifying for coverage under the "Coverage" section of this Policy; or in appropriate cases as provided for under the enrollment/eligibility provisions of the health plans.