

**LINN-BENTON COMMUNITY COLLEGE
AFFIDAVIT OF DOMESTIC PARTNERSHIP**

SECTION ONE

I, and _____ are domestic partners, and we:
(Print name of domestic partner)

- 1) are each 18 years of age or older;
- 2) share a close personal relationship and are responsible for each other's common welfare;
- 3) are each other's sole domestic partner;
- 4) are not legally married to anyone nor have had another domestic partner within the previous six months;
- 5) are not related by blood closer than would bar marriage in the states of Oregon or Washington;
- 6) share the same regular and permanent residence, with the current intent to continue doing so indefinitely;
- 7) are jointly financially responsible for "basic living expenses," defined as the cost of basic food, shelter, and medical expenses. (Note: Domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.);
- 8) are mentally competent to consent to contract when our domestic partnership began.

SECTION TWO

- 1) I understand my domestic partner is eligible for enrollment as any other Dependant.
- 2) I understand further children of my domestic partner are eligible if they:
 - a. are unmarried
 - b. are under age 19 (with one exception—under age 23 if a full-time student);
 - c. reside in the household (with two exceptions, student or if there is a qualified medical child support court order that requires the domestic partner to provide health insurance).
- 3) I understand coverage for my domestic partner and his/her child(ren) shall terminate upon the death of my domestic partner or by a change in circumstance attested to in Section One of this Affidavit.
- 4) I agree to provide written notice to my payroll/human resources representative if there is any change of circumstances attested to in this Affidavit within 30 days of the change by filing a "Statement of Termination of Domestic Partnership."
- 5) After such termination, I understand an application to add a new domestic partner cannot be filed earlier than six months from the filing of the Statement of Termination of Domestic Partnership with my payroll/human resources representative.

SECTION THREE

- 1) We understand the information contained in this Affidavit will be held confidential and will be subject to disclosure only upon the express written authorization or as required by law.

- 2) We understand a civil action may be brought against us individually and jointly for any losses, including reasonable attorney fees and court costs because of willful falsification of information contained in this Affidavit of Domestic Partnership, and that such willful falsification of information may result in our termination of enrollment of the health plan.
- 3) We understand, in addition to the eligibility requirements of Linn-Benton Community College for domestic partnership coverage, there are terms and conditions of coverage set forth in the group contract of each health care plan offered through Linn-Benton Community College to which we agree to be bound.
- 4) We also certify under penalty of perjury under the laws of the states of Oregon and Washington the foregoing is true and accurate to the best of our knowledge.
- 5) We understand under applicable federal and state income tax law, payments of health coverage of a domestic partner may not be eligible for treatment under the Group's Section 125 Plan, and coverage of the nonemployee domestic partner could result in additional imputed taxable income to the employee, with possible withholding for payroll taxes (including income and social security taxes). (Applicable if Group has a Section 125 Plan.)

Signature of Employee/Date

Signature of Domestic Partner/Date

Address: _____

STATE OF OREGON)

)ss:

County of)

SUBSCRIBED AND SWORN to me this _____ day of _____,
20_____.

NOTARY PUBLIC OF OREGON

My Commission Expires: _____