

## ROGER WILLIAMS UNIVERSITY & ROGER WILLIAMS UNIVERSITY SCHOOL OF LAW

### BENEFITS INFORMATION REGARDING SAME-SEX SPOUSES & DOMESTIC PARTNERS

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#### *Overview*

Roger Williams University and Roger Williams University School of Law (collectively “University”) recognize same-sex spouses as well as domestic partners (same or opposite sex) as defined below of its employees as spousal equivalents for certain benefits, to the extent permitted by law and by insurance underwriting requirements. Such benefits are available to non-bargaining unit employees depending upon their eligible benefit status and to bargaining unit employees whose collective bargaining agreement provides for such benefits.

#### *Same-Sex Spouses*

In 2003, the Commonwealth of Massachusetts commenced issuing marriage licenses to same-sex couples *residing in Massachusetts*. The University recognizes such marriages as it does all other lawful marriages, subject to the tax and benefit restrictions and insurance underwriting requirements outlined below.

In September 2006, the Commonwealth of Massachusetts commenced issuing marriage licenses to same-sex couples *residing to Rhode Island*. To date, neither the State of Rhode Island legislature nor courts have issued guidance regarding the validity of such marriage licenses. Until such time as guidance is issued, the University will recognize such marriages as it does all other lawful marriages, again subject to the tax and benefit restrictions and insurance underwriting requirements outlined below.

#### *Domestic Partners (effective January 1, 2008)*

A domestic partner may be of the same or opposite sex. The University utilizes the criteria established by its insurance carriers for recognizing domestic partners, which criteria is subject to change based upon insurer underwriting requirements. The current criteria are outlined in the attached “Declaration of Domestic Partnership” (Appendix A). The employee and domestic partner will be required to submit a signed Declaration and accompanying required documentation to certify eligibility. Please note that additional criteria, as referenced below under *Available Benefits*, may be applicable to specific benefits.

Employees are required to notify the University’s Benefits Manager in writing utilizing the University’s “Termination of Domestic Partnership” form (see attached Appendix B) within thirty days of any termination of the domestic partnership or failure to meet any of the above-referenced criteria.

#### *Benefits (Same-Sex Spouses & Domestic Partners)*

University benefits that may involve same-sex spouses, domestic partners, and the same-sex spouse/domestic partner’s dependent(s) are outlined below. Due to federal benefit restrictions and insurance underwriting requirements, some of these benefits are not available to same-sex spouses, domestic partners, and the same-sex spouse/domestic partner’s dependent(s). The University’s Benefits Manager is available if you have any questions regarding these benefits.

In addition to federal law and insurance carrier restrictions, all benefits are subject to applicable University policies and benefit plan documents, as well as applicable collective bargaining agreements (for example, any minimum working hour requirements for accessing medical and dental insurance).

#### Available Benefits

- Same-sex spouses/domestic partners may be enrolled in the University's medical and dental insurance plans; the same-sex spouse/domestic partner's dependent child/children may be enrolled if he/she/they meet medical and dental carrier dependent requirements
- Medical and dental buyback if opting out of the University's medical and/or dental plan for same-sex spouse/domestic partner plan coverage
- Benefits under the federal Family and Medical Leave Act and Rhode Island Parental & Family Medical Leave Act
- Sick time may be used to care for the same-sex spouse, domestic partner, and the same-sex spouse/domestic partner's dependent(s)
- Voluntary spousal life, accidental death and dismemberment, and long term care insurance for the same-sex spouse/domestic partner, subject to any specific insurance carrier requirements; same-sex spouse/domestic partner's dependent child/children life insurance if he/she/they meet insurance carrier dependent requirements
- Participation in Tuition Exchange, Council for Independent Colleges, and/or Tuition Remission for same-sex spouse/domestic partner; the same-sex spouse/domestic partner's dependent child/children may participate if he/she/they meet the definition of "dependent" under Section 152 of the Internal Revenue Code (a "Tax Certification of Dependency" form must be completed and submitted)
- Fitness Center family membership for same-sex spouse, domestic partner, and the same-sex spouse/domestic partner's dependent(s)
- Bereavement time for the death of the same-sex spouse, domestic partner, and the same-sex spouse/domestic partner's dependent(s)

#### Contingent Benefits

Note: The below benefits are *only available* if the same-sex spouse, domestic partner, same-sex spouse/domestic partner's dependent(s) meet the definition of "dependent" under Section 152 of the Internal Revenue Code (a "Tax Certification of Dependency" form must be completed and submitted)

- COBRA medical/dental insurance continuation coverage to the same-sex spouse, domestic partner, same-sex spouse/domestic partner's dependent(s)
- Flexible spending accounts for expenses related to the same-sex spouse, domestic partner, same-sex spouse/domestic partner's dependent(s)

#### *Tax Consequences (Same-Sex Spouses & Domestic Partners)*

#### IMPORTANT:

Federal and state law does not recognize a same-sex spouse or domestic partner as a legal spouse for federal and state income tax purposes. Therefore, any tuition remission benefits and the University contribution to the medical and dental plans for the same-sex spouse, domestic partner, same-sex spouse/domestic partner's dependent(s) coverage are considered taxable income to the employee and must be included in the employee's bi-weekly paycheck as taxable income for both federal and state purposes. In addition, any medical and dental premium cost the employee is required to contribute for same-sex spouse, domestic partner, same-sex spouse/domestic partner's dependent(s) coverage must be contributed as an after-tax deduction.

By accessing same-sex/domestic partner benefits, the employee agrees that it is his/her responsibility to pay all applicable taxes and authorizes the University to withhold necessary taxes via standardized payroll deduction.

The above tax matters *do not apply* if the same-sex spouse, domestic partner, same-sex spouse/domestic partner's dependent(s) meet the definition of "dependent" under Section 152 of the Internal Revenue Code (a "Tax Certification of Dependency" form must be completed and submitted).

Any additional tax consequences incurred by the employee may *not* be used to satisfy an employee's maximum premium share contribution to his/her medical and/or dental insurance. The above imputed income amounts are *not* added to the employee's compensation base for group life insurance, disability benefits, or retirement plan contributions.

Employees are encouraged to speak with their own tax advisor if they have questions regarding the tax treatment of certain benefits.

APPENDIX A

DECLARATION OF DOMESTIC PARTNERSHIP

[BCBSRI Form 7-04]

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Domestic Partner Name

1. We hereby certify that, as domestic partners, we have an exclusive mutual commitment similar to marriage and that we meet the following criteria:
  - We are at least eighteen (18) years of age and are mentally competent to contract.
  - Neither of us is married to anyone.
  - We are not related by blood to a degree, which would prohibit marriage in our state of legal residence.
  - We reside together and have resided together for at least one (1) year.
  - We are financially interdependent and can demonstrate such interdependence by attaching the Required Documentation listed in paragraph 7 of this Declaration.
  
2. We agree to notify the BCBSRI and University if the status of this relationship changes - including termination of the relationship or failure to meet any of the above criteria - by filing a Termination of Domestic Partnership form with the University no later than 30 days from the date of such change.
  
3. I understand that under current tax regulations, the University is required by the Internal Revenue Service to report as taxable (imputed) income, the premium value of the University's contribution to the benefit plan related to covering my partner or my partner's dependent children. Other tax issues may apply.
  

Please Note: After consulting with your tax advisor, if your domestic partner and his/her dependent children are considered your "dependents" as defined under Section 152 (a) (9) of the Internal Revenue Code, you will need to complete the Tax Certification of Dependency form.

  
4. We understand that the coverage elected will remain in effect until any of the following occurs:
  - The next plan year in which the coverage is changed;
  - Termination from the benefit plan due to ineligibility takes place;
  - The domestic partnership is terminated; or
  - As for coverage of the domestic partner's children:
    - a) The death of the enrolled domestic partner; or,
    - b) A change in the eligibility status of my partner's children (if applicable) takes place.
  
5. We understand that the information contained in this Declaration is confidential and is being provided for the sole purpose of determining eligibility for benefits.

6. We affirm that the statements attested to in this Declaration are true and correct to the best of our knowledge. We understand that we are responsible for reimbursing the University for any expenses incurred as a result of any false or misleading statement contained in this Declaration. It is further understood that a false statement could result in disciplinary or legal action, including termination of employment at the University.

7. **REQUIRED DOCUMENTATION:** In evidence of this Declaration of Domestic Partnership, and **in addition to this Declaration of Domestic Partnership form**, you must also provide proof of at least two (2) of the following four (4) items. (Check two as appropriate, and attach the documentation.)

\_\_\_\_\_ (1) Relationship Contract.

Relationship Contract – A written agreement which has been executed by the parties, and which at a minimum, provides that each party is obligated to provide support for the other party, AND provides, in the event of the termination of the relationship, for equal division of any property acquired during the relationship.

\_\_\_\_\_ (2) Joint mortgage or joint ownership of primary residence.

\_\_\_\_\_ (3) The domestic partner has been designated as a beneficiary for the employee's will retirement contract or life insurance.

\_\_\_\_\_ (4) To satisfy this item proof of **two (2)** of the following items is needed (check two):

- joint ownership of vehicle
- joint checking account
- joint credit account
- joint lease

Under penalties of perjury, we certify that the foregoing representations are true, correct, and complete.

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

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

\_\_\_\_\_  
Employee SS #

\_\_\_\_\_  
Domestic Partner SS #

APPENDIX B

TERMINATION OF DOMESTIC PARTNERSHIP

I, \_\_\_\_\_ (print name) do hereby declare that I no longer have a domestic partnership with \_\_\_\_\_ (print name of former domestic partner).

I file this Termination of Domestic Partnership in order to cancel the Declaration of Domestic Partnership previously filed by me. The domestic partnership ended on \_\_\_\_\_ (date).

I understand that I may not file another Declaration of Domestic Partnership until twelve (12) months have passed from the above-referenced date.

I certify that the information supplied on this form is true and correct.

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Department)

\_\_\_\_\_  
(Date)

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Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Benefits Manager or designee)