

ROGER WILLIAMS UNIVERSITY & ROGER WILLIAMS UNIVERSITY SCHOOL OF LAW

BENEFITS INFORMATION REGARDING DOMESTIC PARTNERS (Effective January 1, 2008) (Revised April 9, 2014)

Overview

Roger Williams University and Roger Williams University School of Law (collectively “University”) recognize domestic partners (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.

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

University benefits that may involve domestic partners and 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 domestic partners and 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

- Domestic partners may be enrolled in the University’s medical and dental insurance plans; the 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 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 domestic partner and the domestic partner’s dependent(s)
- Voluntary spousal life, accidental death and dismemberment, and long term care insurance for the domestic partner, subject to any specific insurance carrier requirements; 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 domestic partner; the 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 domestic partner and the domestic partner's dependent(s)
 - Bereavement time for the death of the domestic partner and the domestic partner's dependent(s)

Contingent Benefits

Note: The below benefits are *only available* if the domestic partner/ 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 domestic partner/ domestic partner's dependent(s)
- Flexible spending accounts for expenses related to the domestic partner/ domestic partner's dependent(s)

Tax Consequences

IMPORTANT:

Federal and state law does not recognize a 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 domestic partner/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 domestic partner/domestic partner's dependent(s) coverage must be contributed as an after-tax deduction. By accessing 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 domestic partner/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.

**DECLARATION OF DOMESTIC PARTNERSHIP**

Employee Name

Domestic Partner Name

Group Name ("GROUP")(if applicable)

1. **Eligibility Certification.** By signing below, we hereby certify that we meet the following eligibility criteria:
 - a. We are at least eighteen (18) years of age and are mentally competent to contract.
 - b. Neither of us is married to anyone else.
 - c. We are not related by blood to a degree which would prohibit marriage in our state of legal residence.
 - d. We reside together and have resided together for at least one (1) year.
 - e. We are financially interdependent and can demonstrate such interdependence by submitting the Required Documentation listed in paragraph 2 of this Declaration.
2. **Required Documentation.** We have included documentation to substantiate two (2) of the following items (check applicable items):
 - Notarized domestic partnership agreement or relationship contract.
 - Joint mortgage or joint ownership of primary residence.
 - Joint ownership of automobile. (Joint title or joint bill of sale accepted.)
 - Joint lease. Must be dated one (1) year prior to the request for coverage.
 - Joint checking, savings or credit account. Must be dated one (1) year prior to the request for coverage.
 - The domestic partner has been designated as a beneficiary for the employee's will, retirement contract or life insurance. Must be dated one (1) year prior to the request for coverage.
3. **Notice of Changes.** We agree to notify the GROUP if the status of this relationship changes, including termination of the relationship or our failure to meet the criteria outlined in paragraph 1 of this Declaration, no later than 30 days from the date of such change.
4. **Penalties for Misrepresentation.** We affirm 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 GROUP and/or BCBSRI for any expenses incurred as a result of any false or misleading statement contained in this Declaration, including but not limited to reimbursement for premiums and amounts paid in claims.

APPENDIX A

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

Employee Signature

Domestic Partner Signature

Employee Name (Print)

Domestic Partner Name (Print)

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)

Received by: _____ Date: _____
(Benefits Manager or designee)