

# **SHARP** Health Plan

## Declaration of Domestic Partnership

For employees to add domestic partner to plan.

### **DECLARATION**

We, \_\_\_\_\_ (employee, print name) and \_\_\_\_\_ (domestic partner, print name), each certify and declare that we are domestic partners in accordance with the following criteria:

### **STATUS**

- A. We affirm that this domestic partnership began on or about \_\_\_\_ / \_\_\_\_ / \_\_\_\_.
- B. We are each other's sole domestic partner, and we intend to remain so indefinitely.
- C. Neither of us is married to or legally separated from anyone else nor have had another domestic partner within the prior six months.
- D. We are both at least eighteen (18) years of age and mentally competent to consent to contract.
- E. We are not related by blood to a degree of closeness that would prohibit legal marriage in California.
- F. We are engaged in a committed relationship of mutual caring and support and are jointly responsible for our common welfare and living expenses.
- G. We are not in this relationship solely for the purpose of obtaining benefits coverage.

### **CHANGE IN DOMESTIC PARTNERSHIP**

- A. We have an obligation to notify (employer-print name) 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, termination of the relationship, etc.) We will notify (employer-print name) within thirty one (31) days of such change.
- B. We understand that termination of this coverage (obtained as a result of completion of this Declaration) will be effective on the date the relationship ends, providing coverage had not otherwise terminated due to standard policy provisions.

## ACKNOWLEDGMENTS

- A. We understand that a civil action may be brought against one or both of us for any losses (as well as attorney's fees and costs) due to any false statement contained in this Declaration or for failure to notify \_\_\_\_\_ (employer, print name) of changed circumstances as required in Section IV above. I, the undersigned employee, further understand that falsification of information in this Declaration, or failure to notify \_\_\_\_\_ (employer, print name), of changed circumstances pursuant to Section IV above may lead to disciplinary action against me, including discharge from employment.
- B. We have provided the information in this Declaration for use by \_\_\_\_\_ (employer, print name) for the sole purpose of determining our eligibility for certain domestic partner benefits. We understand and agree that \_\_\_\_\_ (employer, print name) is not legally required to extend any such benefits. We understand that this information provided in this Declaration will be treated as confidential, but will be subject to disclosure; a) upon the express written authorization of the undersigned employee, b) upon request of the insurer or plan administrator, or c) if otherwise required by law.
- C. 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.

We affirm, under penalty of perjury, that the statements in this Declaration are true and correct.

Employee signature: X	Date of birth:	Today's date:
Domestic partner signature: X	Date of birth:	Today's date:
Employee and domestic partner address:		
City:	State:	ZIP code: