



# CITY OF WILMINGTON, DELAWARE

## HUMAN RESOURCES POLICY MANUAL

### APPENDIX A

#### DOMESTIC PARTNERS HEALTH INSURANCE BENEFITS

**Benefits Covered by this Program**

Under this program, an employee may enroll his or her domestic partner and the dependent children of the domestic partner in health insurance offered to eligible employees of the City of Wilmington. Except for eligibility to participate, the same general rules (for example, cost sharing and benefit entitlement) apply to domestic partners and their dependent children as to other participants in the health insurance plans.

**Definition of "Domestic Partner" for City of Wilmington Medical and Dental Benefits**

Domestic partners must satisfy and declare to all of the following criteria:

- o Have an exclusive mutual commitment, similar to that of marriage;
- o Are each other's sole domestic partners and intend to remain so indefinitely;
- o Are not legally married to anyone else;
- o Are not related by blood to a degree to closeness, which would prohibit legal marriage in the state in which the partners legally reside;
- o Are at least eighteen (18) years of age and are legally competent to contract;
- o Are currently residing together and have resided together in a common household for at least 18 consecutive months and intend to reside together indefinitely;
- o Share joint responsibility for the partner's common welfare and financial obligations demonstrated by the existence of at least two other items showing joint responsibility, such as joint bank accounts; joint deed, mortgage agreement, or lease; joint credit account or other liability; joint ownership of a motor vehicle; designation of domestic partner as primary beneficiary for life insurance or retirement contract(s); and designation of domestic partner as primary beneficiary of will, durable property or health care power of attorney, co-parenting agreement, or an adoption agreement.

**Healthcare Contributions**

Employee healthcare contributions towards coverage apply if the employee's union/group has this requirement.

**Tax Implications for the Employee**

The City's contribution for an employee's partner is taxable (imputed) income. This income will be added to the employee's earned salary and stated on the W-2 for tax purposes.

**Employee Responsibility Regarding Change in Partnership Status**

If there is any change in domestic partner status, the employee agrees to notify the Benefits Office of such change by filing the appropriate statement at the time of the change. Domestic partner benefits will terminate on the last calendar day of the month notified.

**Continuation of Coverage Upon Termination of Employment**

The City will offer continuation of health insurance coverage to domestic partners through COBRA, but it has no legal obligation to do so and may revise this policy at any time with 30 days notice to existing or potential recipients.

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# CITY OF WILMINGTON, DELAWARE HUMAN RESOURCES POLICY MANUAL

## DECLARATION OF DOMESTIC PARTNERSHIP

### APPLICATION FOR HEALTH INSURANCE BENEFITS

<b>PLEASE PRINT</b>	
Employee Name: _____ <small style="display: flex; justify-content: space-around; width: 100%;">First                      MI                      Last Name</small>	Social Security # _____
Domestic Partner Name: _____ <small style="display: flex; justify-content: space-around; width: 100%;">First                      MI                      Last Name</small>	Social Security # _____

I certify that we meet the following criteria as domestic partners for the purpose of being eligible for health insurance coverage through the City of Wilmington insurance plan for eligible employees:

1. We have an exclusive mutual commitment, similar to that of marriage;
2. We are each other's sole domestic partner and intend to remain so indefinitely;
3. Neither of us are legally married;
4. We are not related by blood to a degree of closeness, which would prohibit legal marriage in the state in which we legally reside;
5. We are both at least eighteen (18) years of age and are legally competent to contract;
6. We are currently residing together and have resided together in a common household for at least 18 consecutive months and intend to reside together indefinitely;
7. At least four other items showing joint responsibility, two of which must reflect 18 consecutive months of cohabitation, such as joint bank accounts, joint deed, mortgage agreement or lease, joint credit account or other liability, joint ownership of a motor vehicle, designation of domestic partner as primary beneficiary for life insurance or retirement contract(s), designation of domestic partner as primary beneficiary of will, durable property or health care power of attorney, co-parenting agreement, or an adoption agreement.

By signing this application, I, the undersigned employee, understand that:

1. Domestic partners and their dependents are subject to the same plan guidelines, which govern all other participants in the City of Wilmington's benefits programs. The plan documents and the insurance contracts govern all questions of coverage.

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2. The City of Wilmington reserves the right to request proof that the domestic partnership meets the eligibility criteria set forth above. I agree to provide the City of Wilmington with supporting documents (e.g., the existence of joint bank accounts, joint liability for mortgages and the like) if requested to do so. The City, in its sole discretion, has the right to determine whether the criteria have been satisfied.
  
3. Although the City's present policy is to offer continuation of health insurance coverage to domestic partners through COBRA, it has no legal obligation to do so. I understand that the City may change its rules on domestic partners, on COBRA benefits, and any other aspect of the medical and dental plans at any time.
  
4. Unless I can claim my domestic partner and his/her dependent children as my dependents on my tax return, I understand that the Internal Revenue Service currently treats as imputed income to me the value of the City's contribution to medical and/or dental coverage for my domestic partner and his/her dependent children.
  
5. If there is any change in our status as domestic partners as certified in this application, I will notify the City within thirty (31) days of such a change. If this change results in a termination of the domestic partner status, a Statement of Termination of Domestic Partnership must be completed and filed with the City of Wilmington's Benefits Office.

**Please Check Applicable Boxes**

- I wish to enroll:
- My partner in the Health Insurance Plan offered through the City of Wilmington.
  
  - My partner and dependent children of my partner in the Health Insurance Plan offered through the City of Wilmington

The person(s) I wish to enroll qualify as my tax dependent(s) under the Internal Revenue Code.

Check one:             YES                             NO

The statements made herein are true and correct to the best of our knowledge, information, and belief. We understand that any false statements given for the purpose of establishing eligibility under one or more practices of insurance, any misrepresentation, whether or not made with the intent to deceive, will result in the ineligibility of the Domestic Partner for coverage. We agree to furnish, upon the company's request, evidence to substantiate any statement made herein, and understand that the company may require us to periodically reaffirm all statements.

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

		Date:		
		MONTH	DAY	YEAR
Employee Name: _____				
		FIRST	MI	LAST NAME
Social Security #		Date of Birth:		
		MONTH	DAY	YEAR
Address: _____				
STREET				
		CITY	STATE	ZIP
Employee Name (printed)			Employee Name (signature)	

		Date:		
		MONTH	DAY	YEAR
Domestic Partner Name: _____				
		FIRST	MI	LAST NAME
Social Security #		Date of Birth:		
		MONTH	DAY	YEAR
Address: _____				
STREET				
		CITY	STATE	ZIP
Domestic Partner Name (printed)			Domestic Partner Name (signature)	

**Declaration Documents Provided (please attach a copy of each):**

\_\_\_\_\_ (DATE)

\_\_\_\_\_

\_\_\_\_\_

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