

## Registration for Domestic Partner Insurance Benefits

Carnegie Mellon University extends insurance benefits to same and opposite-sex domestic partners of eligible employees. If your relationship meets the criteria described in this document, you can enroll your partner as a dependent under your insurance benefits.

*Please Note: Legally married, same-sex partners are recognized as spouses under federal law. Employees who wish to enroll their same-sex spouse in a benefit plan should enroll their partner as a spouse. Domestic partnership registration is not necessary.*

For questions about domestic partner benefits, please contact HR Services at 412-268-4600 or [hr-help@andrew.cmu.edu](mailto:hr-help@andrew.cmu.edu).

### Registration Process

1. Review the information in this document. To be eligible, both parties must acknowledge that they meet the Carnegie Mellon definition of a Domestic Partner Relationship.
2. To elect insurance coverage for your domestic partner, enroll online through Workday.
3. Complete the [Registration Statement of Domestic Partnership for Insurance Benefits](#) included in this document. Upload the registration statement and supporting documentation to Workday (or return to HR Services) within 30 days of completing your online enrollment.

*Please Note: The registration statement and supporting documentation are subject to approval by HR Services.*

Coverage will be effective on the first of the month following the enrollment event or on the first day of the plan year for Open Enrollment.

### Eligibility

Carnegie Mellon defines a domestic partnership as a relationship between a Carnegie Mellon employee and another individual that meets all of the numbered criteria below:

1. Both parties are 18 years of age or older and are able to contract at time of registration.
2. Neither party is legally married to, or the domestic partner of, any other person.
3. The parties are not related by blood to a degree that would bar marriage in the Commonwealth of Pennsylvania.
4. The relationship has been entered into voluntarily, willingly and without reservation.
5. The partners have been in a committed relationship as a couple for at least 12 continuous months prior to registration of the domestic partner relationship. The relationship is intended to continue indefinitely.
6. The relationship includes mutual support, mutual caring and commitment, and mutual responsibility for each other's welfare in the nature of a domestic partner relationship.

### Verification

In addition to the registration statement, documentation is required for proof of domestic partnership. Provide supporting documentation for at least three of the lettered criteria:

- a. Joint lease, deed or mortgage agreement;
- b. Designation by the Carnegie Mellon employee of the other party as primary beneficiary on a life insurance policy or retirement contract;
- c. Designation as the primary beneficiary in the employee's will;
- d. Durable power of attorney for property or health care decisions granted by either party to the other;
- e. Joint ownership of a motor vehicle, joint checking account or joint credit account;
- f. Mutual legal responsibility for the care of a child.

### Overview of Benefits for Registered Domestic Partners

This overview is intended to inform eligible employees with an eligible domestic partner of the university benefits available to them. Any questions or concerns should be directed to HR Services at 412-268-4600 or [hr-help@andrew.cmu.edu](mailto:hr-help@andrew.cmu.edu).

#### Medical/Prescription, Dental and Vision

Eligible domestic partners may be enrolled in the medical/prescription, dental and vision plans under the same terms and conditions as a "spouse" except that, in accordance with federal law, the additional required contribution for coverage must be made on an after-tax basis. *Please Note: University dental and vision coverage is not available to part-time faculty and staff or members of Local 95 – IUOE. Local 95 members should contact their union representative for information on programs offered through the union.*

#### Dependent Life and AD&D Insurance

The benefits program includes a life insurance option that covers dependents. You must have Optional coverage for yourself in order to purchase coverage for your dependents. All Dependent Life Insurance rates are paid with after-tax dollars. Domestic partners may be covered for 50% of the Optional Life and AD&D Insurance that you purchase for yourself. Rates are based on your partner's age. Evidence of Insurability is required for coverage of more than \$50,000. *Please Note: Dependent Life is not available to part-time faculty and staff or members of Local 95 – IUOE.*

#### Coverage for Children

Children who qualify as eligible dependents of the employee for federal income tax purposes may be enrolled as a dependent in the employee's benefits on a pre-tax basis, if they otherwise meet plan requirements for eligible dependent children. Children of the domestic partner who are not dependents of the employee are not eligible for benefits coverage.

#### Health Care Flexible Spending Account and Dependent Care Reimbursement Account

Qualified expenditures for health care or dependent care expenses incurred by the domestic partner or children are only reimbursable if the person is the eligible dependent of the employee for federal income tax purposes. *Please Note: These accounts are not available to part-time faculty and staff or members of Local 95 – IUOE.*

### Cost of Coverage

Under federal tax law, if your domestic partner does not qualify as your tax dependent for health coverage purposes (as defined below), then you will be unable to pay for your domestic partner's coverage on a pre-tax basis and the cost to add your domestic partner to coverage will be deducted from your pay on an after-tax basis. The after-tax contribution is in addition to any pre-tax contribution you are currently making for your own coverage. Furthermore, the fair market value of adding your domestic partner to your existing coverage will also be reported as taxable income. This includes any portion of the premiums the university pays for your domestic partner's coverage. The amount of tax will vary depending on the type and level of coverage selected and your personal tax level. See the Benefits Guide or the [Human Resources website](#) for the rates of medical/ prescription, dental, vision and dependent life insurance coverage.

### Who is a Domestic Partner Tax Dependent?

In general, the following conditions must be met (in addition to qualifying as a domestic partner) in order for your same-sex or opposite-sex domestic partner to qualify as your tax dependent for health coverage purposes under federal tax law:

- You and your domestic partner have the same principal place of abode for the entire calendar year;
- During the calendar year you provide more than half of your domestic partner's total support;
- Your domestic partner is not your (or anyone else's) "qualifying child" under Section 152(c) of the Internal Revenue Code (the "Code"); and
- Your domestic partner is a U.S. citizen, a U.S. national, or a resident of the U.S., Canada, or Mexico.

If your domestic partner qualifies as your tax dependent for health coverage purposes, then you will be able to pay for domestic partner coverage on a pre-tax basis. In this case, no portion of the premiums paid by the university will be included in your income or be subject to federal withholding or employment taxes.

### Filing a Domestic Partner Certification for Dependent Tax Status

If your domestic partner qualifies as your tax dependent for health coverage purposes, you can avoid having the value of your domestic partner's health coverage treated as taxable income. To avoid taxation, you must complete and return the *Domestic Partner Certification for Dependent Tax Status* included in this document, indicating that your domestic partner qualifies as your federal tax dependent for health coverage purposes. Because the determination of whether a person is a tax dependent for health coverage purposes depends on facts solely within your knowledge, the university cannot make this determination for you. You should make this determination in consultation with your tax professional.

*Please Note: This information is only a summary of the tax provisions governing the tax status of a domestic partner (or the domestic partner's children) for health plan purposes, and is not intended nor should it be relied upon as legal or tax advice. Due to the complexity of these tax rules and the potential impact of any imputed income you may incur, you should seek advice from a competent tax professional before certifying as to the tax status of the person being enrolled.*

Carnegie Mellon reserves the right to modify, amend, or terminate any or all of the provisions of these services for Domestic Partners at any time for any reason upon appropriate action by the university. Notwithstanding any of the prior statements, in all cases university policies will govern. In addition, certain benefits provided in accordance with this policy are fully described in the Carnegie Mellon University Benefit Plan documents. Except as may be necessary to implement this Policy, the provisions of the Plan documents will apply. The university reserves the right to change or amend the Plan in any way and at any time and for any reason.

Carnegie Mellon University is an Equal Opportunity/Affirmative Action employer. Access the [Carnegie Mellon Statement of Assurance](#).

## **Frequently Asked Questions**

### **When can I register and enroll my domestic partner?**

If you are interested in enrolling your partner of 12 months or more in an insurance benefit plan, there are only certain times this can be done:

- Upon employee's eligibility for benefits
- Within 30 days of meeting the criteria
- Within 30 days of a life or family status change (e.g., partner loses medical coverage)
- During annual Open Enrollment

### **How do I enroll my domestic partner?**

Enroll your partner in benefits online through Workday. You must also submit a completed Registration Statement and supporting documentation within 30 days of submitting your benefit elections online. In Workday, you will choose the relationship option "*Domestic Partner*" and change your coverage level to "*Employee & Domestic Partner*" or "*Family with Domestic Partner*."

If your domestic partner qualifies as your tax dependent for health coverage purposes under federal tax law and you are completing the Domestic Partner Certification for Dependent Tax Status, select the relationship option "*IRS Tax Dependent Domestic Partner*" and coverage level "*Employee & Spouse*" or "*Family*."

### **Why is domestic partner coverage paid on an after-tax basis?**

The IRS prohibits pre-tax contributions to be made on behalf of dependents who do not meet the Internal Revenue Code Section 152 definition of a dependent.

### **How is the taxable income on the value of my domestic partner's coverage calculated?**

Coverage for a non-tax-dependent domestic partner is considered taxable income to the employee at the fair market value of the coverage. That value is derived from the COBRA rates (the full cost of the plan minus the 2% administrative fee). The additional cost to Carnegie Mellon of adding your partner to your coverage will be noted as additional reported taxable income on your payslip. This amount will vary depending on the plan and level of coverage you have elected.

### **Is my domestic partner eligible for COBRA?**

Your eligible domestic partner and any dependent children enrolled in a covered benefit program will be eligible for COBRA (Consolidated Omnibus Budget Reconciliation Act) coverage, as otherwise available to a spouse or dependent children, if you terminate employment with Carnegie Mellon University, if you lose eligibility for some/all benefits (e.g., move from full-time to part-time status), or if your domestic partner relationship is terminated.

### **What happens if my relationship with my domestic partner ends?**

Should your domestic partner relationship terminate, you are required to complete the [Termination Statement of Domestic Partnership](#) and return it to HR Services. Changes to your benefits as a result of the termination of the relationship must be submitted through Workday.

**DOMESTIC PARTNER CERTIFICATION FOR DEPENDENT TAX STATUS**

I have read the information in this document and I understand the requirements in the Carnegie Mellon University Benefit Plan and the Internal Revenue Code for qualifying a domestic partner and/or a domestic partner’s child or children as my federal tax dependent(s) for health coverage purposes. The individuals listed below qualify as my federal tax dependent(s) for health coverage purposes.

**Print the following information:**

Dependent Domestic Partner’s Name: \_\_\_\_\_ Birth Date \_\_\_\_\_

List each child of a Domestic Partner to be certified as a tax dependent:

_____	Birth Date _____
_____	Birth Date _____
_____	Birth Date _____
_____	Birth Date _____

I agree to notify Carnegie Mellon University in writing as soon as possible if there is a change in the status of any of the above individuals as my tax dependent(s) for health coverage purposes, including any change that may occur mid-year. **I understand that any change in such status may result in the retroactive application of taxes to amounts previously paid for health coverage during the year.**

I understand that on the basis of the statements in this Certification, the university will decide whether to treat the above person(s) as my tax dependent(s) for healthcare purposes and that if I fail to complete this Certification or any Recertification Statement requested by the university, then the university will assume that the individual(s) do/does not qualify as my federal tax dependent(s) for health coverage purposes.

I agree to reimburse the university for any and all taxes, penalties, or other losses (including reasonable attorneys’ fees) that the university may incur as a result of its reliance on this Certification if it is untrue or incorrect in any respect, or if I fail to provide the notice required above.

I hereby certify that the above statements are true and correct. Additionally, I acknowledge that knowingly making a false statement may subject me to termination of enrollment, denial of future enrollment, or civil penalties.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Date

**Upload completed certification to Workday or return to HR Services; UTDC, 4516 Henry Street.**

**REGISTRATION STATEMENT OF DOMESTIC PARTNERSHIP FOR INSURANCE BENEFITS**

Employee Information				Please print or type	
Last Name		First Name		M.I.	Andrew ID
Street Address				Sex: <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth - Month/Day/Year
City		State	Zip	Work Phone	Home Phone
Department				Email address:	

Domestic Partner Information			Please print or type	
Last Name	First Name	M.I.	Sex: <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth - Month/Day/Year

**Affirmation of Partnership**

I \_\_\_\_\_ have entered into a domestic partnership with \_\_\_\_\_.  
(Faculty or Staff Member) (Domestic Partner of Faculty or Staff Member)

In doing so we claim that we, the two parties above, have been in a committed relationship as a couple for at least 12 months and the relationship is intended to continue indefinitely and that we currently reside at the address listed above. As a requirement of filing this registration we affirm that:

1. We are 18 years of age or older and are able to contract at the time of registration.
2. We are neither legally married to, nor the domestic partner of, any other person.
3. We are not related by blood to a degree that would bar marriage in the Commonwealth of Pennsylvania.
4. Our relationship has been entered into voluntarily, willingly and without reservation.
5. We have been in a committed relationship as a couple for at least twelve (12) continuous months prior to registration of the domestic partner relationship. The relationship is intended to continue indefinitely.
6. The relationship includes mutual support, mutual caring and commitment, and mutual responsibility for each other's welfare in the nature of a domestic partner relationship. We are able to provide supporting documentation for at least three of the circumstances described in the Verification section of the Domestic Partner Registration Packet.
7. We agree to abide and respect the policies, rules and regulations governing any benefits or services provided by the University in recognition of our relationship.
8. As the employee, I agree to notify Carnegie Mellon University if the status of this relationship changes and fails to meet any one of the above criteria. I agree to notify the University of such a change by filing a Termination Statement of Domestic Partnership. I agree that the University's Termination Statement affirms that the partnership is terminated and that a copy of the Termination Statement has been mailed to the other partner. I understand that I cannot register another domestic partnership with the University until twelve (12) months after I have filed a Termination Statement of Domestic Partnership.
9. The domestic partner understands that participation in all Carnegie Mellon University benefit programs and services will terminate as of the date my domestic partner files a Termination Statement of Domestic Partnership.
10. The partners acknowledge that Carnegie Mellon is recognizing this relationship for limited purposes even though it is not a legal marriage relationship and the partners specifically acknowledge that the domestic partner is not a legal spouse under the terms of any Carnegie Mellon policy or employee benefit plan. Moreover, the University's recognition of this relationship shall have no effect on any beneficiary designations or rights of participants or beneficiaries under any Carnegie Mellon policy or employee benefit plan, each of which shall continue to be governed and administered in accordance with its own terms and without regard to this registration. In all other respects we agree to abide by the policies, rules and regulations of Carnegie Mellon.
11. We, for ourselves, our heirs, executors, administrators and assigns, jointly and severally indemnify and hold harmless Carnegie Mellon, its trustees, officers, employees, faculty and agents against any actions, causes of action, judgments, settlements and suits and attorney's fees and costs arising from the domestic partner relationship or Carnegie Mellon's acceptance of this registration statement, including but not limited to beneficiary designations under any health, welfare, life insurance or pension plan or any similar plan which are available to either or both of us because of the employment of either or both of us by Carnegie Mellon.

**Signatures**

I declare the above statements to be true and correct.

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

Carnegie Mellon University reserves the right to modify, amend or terminate any or all of the provisions of this Domestic Partner policy and these administrative procedures at any time for any reason upon appropriate action by the University. Notwithstanding any of the prior statements, in all cases University policies will govern.

**TERMINATION STATEMENT OF DOMESTIC PARTNERSHIP**

Employee Information		Please print or type.			
Last Name	First Name	M.I.	Andrew ID		
Street Address		Sex	Date of Birth - Month/Day/Year		
City	State	Zip	Work Phone	Home Phone	
Department			Email address:		

Domestic Partner Information		Please print or type.			
Last Name	First Name	M.I.	Sex	Date of Birth - Month/Day/Year	
Street Address		City	State	Zip	

**Termination of Partnership**

I \_\_\_\_\_ am no longer entered into a domestic partnership with \_\_\_\_\_.

(Employee) (Domestic Partner)

as defined in Carnegie Mellon University's Registration Statement of Domestic Partnership that I previously signed and dated.

I have mailed a copy of this Termination Statement to my former domestic partner on \_\_\_\_\_ at the address listed above for my domestic partner.

(Date filed)

**Note:** If your former domestic partner was covered by any Benefits for which a deduction or reduction was made from your pay, you must also change your Benefits elections. You may do this by making your benefit election changes online through Workday.

**Signatures**

I declare the above statements to be true and correct.

\_\_\_\_\_

Employee Signature Date

Carnegie Mellon University reserves the right to modify, amend or terminate any or all of the provisions of this Domestic Partner policy and these administrative procedures at any time for any reason upon appropriate action by the University. Notwithstanding any of the prior statements, in all cases University policies will govern.