



Contra Costa Community College District

Domestic Partner Definition

For the purpose of Contra Costa Community College District health, dental, and vision benefits, "domestic partnership" shall exist between two persons regardless of their gender, and each of them shall be the "domestic partner" of the other if they both complete, and sign and file with the District the "Affidavit of Domestic Partnership" which includes the following statements:

- a. The two parties have resided together for at least six months and have chosen to share their lives in a committed relationship of mutual caring, similar to marriage, for an indefinite amount of time;
- b. The two parties are: not married, eighteen (18) years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract;
- c. The two parties declare that they are each other's sole domestic partner; they are responsible for their common welfare, and are financially interdependent.

"Financial Interdependence" means that the domestic partners have entered into a contractual commitment for the financial responsibility or have joint ownership of significant assets (such as home, car, bank accounts) and joint liability for debts (such as mortgages and major credit cards). Financial interdependence is demonstrated by meeting at least **two** of the following conditions:

- Hold a joint mortgage or lease.
 - Designate a partner as the beneficiary of life insurance or retirement benefits.
 - Designate a partner as the primary beneficiary in a will.
 - Assign a health power of attorney to the partner.
 - Jointly own a bank account or credit account.
 - Jointly own a car.
- d. The two parties agree to notify the District in writing if there is any change in the circumstances attested to in the affidavit.
 - e. The two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

Administration

Dependents of domestic partners who meet the eligibility requirements of the plans in question shall be eligible for coverage.

Domestic partners are eligible for continuing coverage through the Group Health and Dental Benefit under the same provisions as the federal group continuation law known as "COBRA" or other applicable law upon termination of employment or termination of the partnership, subject to the rules and regulations of the plans in which the employee is enrolled.



Contra Costa Community College District Affidavit of Domestic Partnership

I, _____ Certify that:

(Print Name of Employee)

1. I and _____ reside together and intend to do so indefinitely at:

(Print Name of Domestic Partner)

(Physical Street Address)

(City, State, Zip Code)

2. We affirm that we have resided together for at least six (6) months prior to the date we have signed this affidavit.
3. We are not married to anyone.
4. We are at least eighteen (18) years of age or older.
5. We are not related by blood closer than would bar marriage in the State of California and are mentally competent to consent to contract.
6. We are each other's sole domestic partner, intend to remain so indefinitely, and are responsible for our common welfare.
7. We are "financially interdependent", as that is defined in the District definition of "Domestic Partner", which is incorporated by this reference.
8. We understand that domestic partners are subject to the same 30-day "window" periods governing all other employees who are covered or applying for health plan coverage. New children, new employees, adoptions, new marriages and domestic partnerships are all subject to a 30-day limit on the enrollment period beginning on the date of the event.
9. We agree to notify the District if there is any change of circumstances attested to in the Affidavit within thirty (30) days of change by filing a "Termination of Domestic Partnership" form. Such termination statements shall be on a form provided by the District, shall affirm under a penalty of perjury that the partnership is terminated, and that a copy of the termination statement has been mailed to the other partner.
10. We understand that any persons/employer/company who suffer any loss because of false statement(s) contained in an Affidavit of Domestic Partnership may bring a civil action against us to recover their losses including reasonable attorney's fees.
11. We provide the information in this Affidavit to be used by the District for the sole purpose of determining our eligibility for domestic partnership benefits. We understand that this information will be held confidential and will be subject to disclosure only upon our express written authorization or pursuant to a court order.
12. The following legal dependents, if any, will also be included for coverage as part of this domestic partnership:

Name	Social Security Number	Date of Birth
Spouse:		

13. We affirm, under penalty of perjury, that the assertions in this Affidavit are true to the best of our knowledge.

Signature of Employee

Date

Signature of Domestic Partner

Date

Documentation attached:

- Joint mortgage or lease Primary beneficiary in a will Joint bank account or credit account
 Life insurance or retirement beneficiary Health care power of attorney assignment Joint ownership of a car