

Washington Counties Insurance Fund/Pool DECLARATION OF DOMESTIC PARTNERSHIP

SECTION I - Declaration

We, _____ (employee) and, _____ (domestic partner), each declare under penalty of perjury, that we have established a domestic relationship effective _____ (date) and certify every one of the following criteria:

SECTION II - Status

1. The employee and the domestic partner are currently in and intend to remain in a domestic partnership with each other indefinitely.
2. The employee and the domestic partner have a common residence and intend to reside together indefinitely.
3. The employee and the domestic partner are and agree to be jointly and severally responsible for each other's basic living expenses (such as food, shelter, and medical care) incurred in the domestic partnership.
4. Neither the employee nor the domestic partner is married or a member of another domestic partnership.
5. The employee and the domestic partner are not related by blood in a way that would prevent them from being married to each other in Washington State.
6. The employee and the domestic partner are both at least 18 years of age and mentally competent to contract.
7. The consent to the domestic partnership by the employee or the domestic partner has not been obtained by force, duress or fraud.
8. The employee and the domestic partner hereby agree to sign and file with the WCIF any and all declarations of domestic partnership and/or verifications of eligibility as the WCIF board may from time to time prescribe.

SECTION III – Dependent Children of Domestic Partner

We understand that dependent children of the domestic partner may be covered by the WCIF health benefits plans if they meet all of the eligibility requirements for dependent coverage in such plans, e.g., be unmarried, under the age of nineteen or under the age of twenty-five and a full-time student, and be primarily dependent on the employee and/or domestic partner for support.

SECTION IV – Change in Domestic Partnership

1. We understand that we have an obligation to notify the WCIF by filing a Declaration of Termination of Domestic Partnership if there is any change in our domestic partnership status as a result of: (a) any of the certifications in Section II of this Declaration ceasing to be true; (b) the death of the domestic partner; or (c) the termination or dissolution of our domestic partnership. We will notify the WCIF as soon as possible of such change. The form for making this notification is available from the WCIF or your Human Resource Department.
2. We understand that coverage of the domestic partner and the domestic partner's dependent children (obtained as a result of completion of this Declaration) will be terminated upon: (a) the WCIF's receipt of a notice of change in our domestic partnership, (b) or upon the WCIF's receipt of any other proper

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notification requesting termination of such coverage, (c) the WCIF requests information from the employee or the domestic partner to verify that the statements made in this Declaration are correct and such information is not provided as requested; or (d) if the WCIF board concludes that the statement made in this Declaration are not correct.

SECTION V – Acknowledgments

1. We understand that a civil action may be brought against one or both of us for any losses due to any false statement contained in this Declaration or for failure to notify the WCIF of changed circumstances as required in Section IV above. Recoverable losses may include, but are not limited to, any health benefits paid by the WCIF health benefit plans and the WCIF attorney’s fees and costs. I, the undersigned employee, further understand that falsification of information in this Declaration, or failure to notify the WCIF, of changed circumstances pursuant to Section IV above, may lead to disciplinary action against me, including discharge from employment.

2. We have voluntarily provided the information in this Declaration for the use by the WCIF for the sole purpose of determining our eligibility for certain domestic partner benefits. We understand and agree that the WCIF is not legally required to extend any such benefits. We understand that the information provided in this Declaration will be treated as confidential by the WCIF but will be subject to disclosure; (a) upon the express written authorization of the undersigned employee, (b) upon request of the insurer or the plan administrator, (c) if otherwise required by law, or (d) if necessary, to administer the WCIF health benefits plans.

3. We understand that this Declaration may have legal implications relating, for example, to our ownership of property, qualifications required to pay premiums with pretax funds, or to taxability of benefits provided, and that before signing this Declaration we should see competent legal advice concerning such matters.

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

_____	___/___/___	_____	___/___/___
Employee Signature	Date	Domestic Partner Signature	Date

Employee & Domestic Partner Address		(city) (state)	(zip code)

Subscribed and sworn to before me this ____ day of _____, 20 ____.	
_____	_____
Signature of Notary Public	Notary Public – State of Washington (Print Name)
My commission expires: _____	