

SMITH COLLEGE CERTIFICATION OF DOMESTIC PARTNERSHIP

Employee's Name: _____

Domestic Partner's Name: _____

Is the Domestic Partner a Federal Tax-Qualified Dependent? Yes__ No__

If "yes," in compliance with IRS regulations for the taxation of benefits, a copy of your most recent tax return showing this dependent must be submitted with this Certification.

Section A: Domestic Partnership Certification

We, _____ and _____ certify that:

- | Employee's Name | Domestic Partner's Name |
|-----------------------|-------------------------|
| <input type="radio"/> | <input type="radio"/> |
- We are at least 18 years of age, mentally and legally competent to consent;
 - We are not related, by adoption or by blood, to any degree that would bar legal marriage in the state in which we reside;
 - We are jointly responsible for each other's common welfare and financial obligations;
 - We share the same residence and intend to continue to do so;
 - Neither of us is legally married to the other or to any other person;
 - We are, and intend to remain, in an exclusive mutual committed relationship similar to that of marriage indefinitely.
 - Our domestic partnership (as defined above) has been in existence for at least twelve (12) continuous months prior to the effective date of this Certification.

We understand that:

- Domestic partners are also subject to the eligibility provisions of the College's medical, dental and vision plans, which must be satisfied in order to participate in the Plans.
- Unless the Domestic Partner is a tax-qualified dependent, the College's contribution to these benefits will be imputed to the Employee as taxable income.
- We cannot make pre-tax contributions towards Domestic Partner and/or dependent child(ren) of the Domestic Partner benefits under the Health Plans.
- Domestic partners or children of domestic partners are only eligible dependents for Healthcare or Dependent Care Flexible Spending Accounts (FSAs) or Health Savings Accounts (HSAs) if they are tax-qualified dependents on the employee's federal tax return.
- If our Domestic Partnership terminates because we marry, the Employee must complete a benefit change in Workday to enroll as a married couple, as they will no longer be eligible for benefits under this Domestic Partnership Certification.
- If our Domestic Partnership terminates because our relationship as Domestic Partners ends, anyone who was eligible for benefits under this Certification will no longer be eligible. Within thirty (30) days of the termination of the Domestic Partnership, the Employee must provide a completed Certification Dissolving the Domestic Partnership to the Office of Human Resources and update benefits enrollment in Workday to remove

the Domestic Partner and the Domestic Partner's child(ren).

- If our Domestic Partnership terminates, neither the Employee nor the Domestic Partner, nor the child(ren) of the Domestic Partner, may enroll in any College benefit plan under the Domestic Partner rules for a period of at least twelve (12) months, and then only during the annual open enrollment period.
- Domestic Partners and eligible dependent child(ren) of Domestic Partners are not eligible for COBRA continuation rights for medical, dental and/or vision insurance.

We agree that, upon request, we will provide Smith College with documentation that the domestic partnership described in this Certification does exist and that we will notify the College's Office of Human Resources within thirty (30) days of any change that results in our relationship no longer meeting the requirements of domestic partnership set forth in this Certification.

Section B: Dependent Child Certification

Child's Name: _____ Federal Tax-Qualified Dependent: Yes__ No__

Child's Name: _____ Federal Tax-Qualified Dependent: Yes__ No__

Child's Name: _____ Federal Tax-Qualified Dependent: Yes__ No__

Child's Name: _____ Federal Tax-Qualified Dependent: Yes__ No__

Child's Name: _____ Federal Tax-Qualified Dependent: Yes__ No__

We certify that the above-named child(ren) of the named Domestic Partner meet all of the eligibility requirements below:

- Is unmarried, has not attained age 26, and is primarily dependent upon the Employee for their support (i.e., resides with the Employee and Domestic Partner, qualifies as a dependent of either the Employee or Domestic Partner for tax purposes and/or the Employee or Domestic Partner is required to provide coverage for the child(ren) as a result of a court order);
or
- Is unmarried, is physically or mentally disabled and incapable of earning their own living and is primarily dependent upon the Employee for support as described above, and the Employee has submitted proof of such incapacity within 30 days of the date the child reached the age of 26 according to the Plan.

We understand that falsely certifying as to a dependent's eligibility or a failure to inform the College when a dependent no longer meets the eligibility requirements may result in disciplinary action, up to and including immediate termination of employment with the College.

We understand that, unless the child(ren) of the Domestic Partner is the Employee's tax-qualified dependent, the College's costs of providing benefits to the child(ren) will be taxable income to the Employee and that the Employee will not be able to make pre-tax contributions towards the child(ren)'s benefits under the Health Plan or any contributions to Healthcare or Dependent Care

Flexible Spending Accounts (FSAs) or Health Savings Account (HSA).

Section C: Certification

We affirm the assertions in this Certification are accurate to the best of our knowledge. We, the undersigned, understand that falsely certifying eligibility or failing to inform Smith College if we cease to meet the eligibility requirements in any respect may lead to disciplinary action, up to and including immediate termination of the Employee's employment and may subject us to civil action to recover any losses, including reasonable attorney's fees incurred by Smith College or by its insurance carrier for benefits provided under Smith College's Plan(s).

Employee's Signature

Date

Domestic Partner's Signature

Date