Affidavit of Same-Sex/Opposite-Sex Domestic Partnership

OSU Student ID Number: ______________________________

We, ______________________________, and ______________________________

Certify that all of the following are true:

1. We share a permanent residence (unless residing in different cities, states or countries on a temporary basis).
2. We are each other’s sole (Circle one) same-sex/opposite-sex domestic partner, have been in this relationship for at least six (6) months, and intend to remain in this relationship indefinitely.
3. We are of the (Circle one) same sex/opposite sex as each other and neither of us is currently married to or legally separated from another person under either statutory or common law.
4. We are responsible for each other’s common welfare.
5. We are at least eighteen (18) years of age and mentally competent to consent to this contract.
6. We are not related by blood to a degree of closeness that would prohibit marriage in the state in which we legally reside.

7a. Same-Sex Domestic Partner

We are financially interdependent on each other in accordance with the plan requirements outlined by Ohio State and the Student Health Insurance Plan. Financial interdependency may be demonstrated by the existence of three (3) of the following: (Please check below the documents that can and will be provided to the Student Health Insurance Office or other Plan administrators, if requested, to verify our same-sex domestic partnership.):

☐ Joint ownership of real estate property or joint tenancy on a residential lease
☐ Joint ownership of an automobile
☐ Joint bank or credit account
☐ Joint liabilities (e.g. credit cards or loans)
☐ A will designating the same-sex domestic partner as primary beneficiary
☐ A retirement plan or life insurance policy beneficiary designation form designating the same-sex domestic partner as primary beneficiary
☐ A durable power of attorney signed to the effect that we have granted powers to one another

7b. Opposite-Sex Domestic Partner

We are financially dependent on each other in accordance with the plan requirements outlined by Ohio State and the Student Health Insurance Plan. Financial dependency means that the Opposite-Sex Domestic Partner is financially dependent upon me for more than 50% of his or her financial support, in accordance with the plan requirements outlined by Ohio State. Financial dependency is demonstrated by the following:

(All documents stated below can and will be provided to the Student Health Insurance Office or other Plan administrators, if requested, to verify our opposite-sex domestic partnership.):

I provide more than 50% of the sum of the following expenses for my Opposite-Sex Domestic Partner:

☐ The rental value of his or her housing expenses
☐ The cost for his or her clothing, education, recreation and transportation expenses
☐ The cost for his or her medical, dental, and/or vision care; and
☐ The cost for a proportionate share of other expenses necessary to support the opposite-sex domestic partner within my household (such as food and utilities), but which cannot be directly attributed to the individual.

8. I agree to file an Affidavit of Termination of Domestic Partnership with the Student Health Insurance Office and mail a signed copy to my previous same-sex/opposite-sex domestic partner within 31 days of either of the following events:

a. There is any change in the circumstances attested to in this affidavit that would make my same-sex/opposite-sex domestic partner ineligible for coverage under the terms of the Student Health Insurance Plan or other university health insurance plan; or
b. We terminate our same-sex/opposite-sex domestic partnership.
9. I understand that another Affidavit of Same-Sex/Opposite-Sex Domestic Partnership cannot be filed for at least six (6) months from the date that an Affidavit of Termination of Same-Sex/Opposite-Sex Domestic Partnership is filed with the Student Health Insurance Office.

10. We provide this information to be used by the university for the purpose of determining our eligibility for insurance and for the administration of this coverage; we understand that the university will take reasonable steps to limit access to this information.

11. We understand that, by signing this affidavit and as a result of Ohio State providing insurance coverage to us, there may be legal and tax implications; therefore, we have been advised to consult with a legal/tax advisor regarding these implications.

12. We certify that the information provided in all parts of this affidavit is true, accurate and complete. We understand that a false declaration of same-sex/opposite-sex domestic partnership, material omission of information on this affidavit, or failure to timely inform Ohio State of the termination of a same-sex/opposite-sex domestic partnership, is considered fraud and may result in disciplinary action including termination of insurance coverage and action under the Code of Student Conduct. We also agree that Ohio State may recover damages for all losses (including paid claims and premium costs) and reasonable attorneys’ fees incurred to recover such damages.

___________________________________  ______________________  ____________________
Signature of Student                  Date of Birth                  Date

___________________________________  ______________________  ____________________
Signature of Domestic Partner         Date of Birth                  Date

Sworn to and subscribed in my presence this ______________ day of __________________, ___________.
__________________                  ____________________                  ____________________
Date                               Month                             Year

(Notary Seal)

___________________________________
Signature of Notary Public

Return completed form to:
Student Health Insurance
1100 Lincoln Tower
1800 Cannon Drive
Columbus, OH 43210