



New Mexico Public Schools Insurance Authority

Eligibility Administrative Office: Erisa Administrative Services, Inc. • P. O. Box 9054 • Santa Fe, NM 87504
Phone: (800) 233-3164 or (505) 988-4974 • Fax: (505) 988-8943

AFFIDAVIT OF DOMESTIC PARTNERSHIP

An employee must complete this affidavit to apply for “domestic partner benefits” (see § 6.50.1.7(B) NMAC) offered by an entity allowing domestic partner benefits through the New Mexico Public Schools Insurance Authority. This affidavit establishes the existence of a domestic partnership only for that purpose.

A. DECLARATION OF DOMESTIC PARTNERSHIP

I, _____, declare that I am in a domestic partnership with
(Print School Employee's Name)

_____. Further, we declare that:
(Print Domestic Partner's Name)

1. We are in an exclusive and committed relationship for the benefit of each other, and our relationship is the same as, or similar to, a marriage relationship in the State of New Mexico.
2. We share a primary residence and have done so for twelve or more consecutive months;
3. We are jointly responsible for each other's common welfare and we share financial obligations.
4. Neither of us is married or a member of another domestic partnership.
5. We are both at least 18 years of age.
6. We are both legally competent to sign this Affidavit of Domestic Partnership.
7. We are not related by blood to a degree of closeness that would prevent us from being married to each other in the State of New Mexico.

B. BENEFITS FOR THE ELIGIBLE DEPENDENT CHILDREN OF THE DOMESTIC PARTNER

Domestic partner benefits are also available to the domestic partner's children, provided that the child is an eligible dependent child because:

1. The domestic partner of the employee is a biological parent of the child;
2. The domestic partner of the employee is an adoptive parent of the child; or
3. The child has been placed in the domestic partner's household as part of an adoptive placement, legal guardianship, or by court order (excludes foster children).

We declare that each of the following named individuals is an eligible dependent child of the employee's domestic partner:

(For each eligible dependent child, list the child's name and describe the relationship to the domestic partner)

C. EXCLUSIONS

Except for the eligible individuals named in Section B above, the following persons are not covered by Domestic Partner benefits and are not considered eligible dependents: parents, foster children, ex-spouses and ex-domestic partners (who remain excluded until the requirements of Section A are re-established including a re-establishment of a new 12-month period of sharing a common, primary residence), mere roommates, and other relatives who are related to the employee to such a degree of closeness that marriage would be prohibited in the State of New Mexico.

D. ACKNOWLEDGMENTS

1. By signing this Affidavit of Domestic Partnership, we agree to notify the employer offering the domestic partner benefits in writing within 31 days of any change in our status as domestic partners when any of the items in the Declaration of Domestic Partnership (paragraph, A above) no longer apply or if we intend to terminate our domestic partnership. Such notice must be made on the NMPSIA form entitled "Affidavit of Termination of Domestic Partnership". We also agree to notify the employer in writing within 31 days when a dependent ceases to meet the eligibility requirements for benefit coverage.
2. We understand that the value of insurance benefits provided to the domestic partner is considered by the federal Internal Revenue Service as taxable income to the employee, that the value thereof is subject to social security and federal income tax withholding, and that current state tax laws require state income tax withholding as well.
3. We acknowledge that we are hereby advised to seek competent legal advice about present and future financial obligations we may be undertaking before we sign this Affidavit of Domestic Partnership.
4. We understand that at any time we may be requested in writing by NMPSIA to provide reasonable written proof that we are jointly responsible for the common welfare of each other, that we share financial obligations, and/or to show that the named dependents, if any, are eligible for benefits coverage. If we fail to provide such requested proof, then the domestic partner or dependent benefits can be denied or terminated.
5. WE UNDERSTAND THAT ANY MISREPRESENTATION OF FACT MADE IN THIS AFFIDAVIT OF DOMESTIC PARTNERSHIP MAY RESULT IN LOSS OF BENEFITS AND/OR DISCIPLINARY ACTION, AND THAT AS A RESULT OF SUCH MISREPRESENTATION THE EMPLOYEE MAY BE REQUIRED TO REIMBURSE THE NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY AND HIS OR HER EMPLOYER ANY COSTS INCURRED IN PROVIDING THE BENEFIT COVERAGE OR FOR PROVIDING THE ACTUAL BENEFITS. SUCH COSTS INCLUDE, AMONG OTHER THINGS, ATTORNEY'S FEES.

E. NOTARIZATION

We affirm, under penalty of perjury, that the assertions in this Affidavit of Domestic Partnership are true and correct.

(Both partners must sign this legal document in the presence of a Notary Public.)

Signature of School Employee

Print School Employees' Name

Signature of Domestic Partner

Print Domestic Partner's Name

Common Residence Physical Address City State Zip Code

Mailing Address City State Zip Code

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____)
(County Name)

SUBSCRIBED AND SWORN to this _____ day of _____, by _____,
(Print School Employee's Name)

an employee of _____, and _____,
(Name of School District or entity) (Print Domestic Partner's Name)
the school employee's domestic partner.

My Commission Expires:

Notary Public