



# Northeastern University

## SAME SEX SPOUSAL EQUIVALENCY CERTIFICATION

### SECTION I

**Faculty/Staff Member** \_\_\_\_\_  
Last Name First Name MI Social Security Number

**Spousal Equivalent** \_\_\_\_\_  
Last Name First Name MI Social Security Number

**Spousal Equivalent's Dependent Children**

\_\_\_\_\_

Last Name First Name MI

\_\_\_\_\_

Last Name First Name MI

\_\_\_\_\_

Last Name First Name MI

**Date Spousal Equivalent Relationship (as defined below) Began:** \_\_\_\_\_

### SECTION II - Spousal Equivalent Certification:

We hereby certify that we meet all of the eligibility requirements as Same Sex Spousal Equivalents under Northeastern University's policy and as outlined below:

- We are each other's sole spousal equivalent and we have resided together as spousal equivalents for a minimum of twelve consecutive months and intend to do so indefinitely.
- We are of the same sex and neither one of us is married to anyone else.
- We have an exclusive mutual commitment similar to that of marriage including being jointly responsible for each other's common welfare and we are financially interdependent on each other.
- We are both at least eighteen (18) years of age.
- We are not related by blood closer than would bar marriage in the state we reside.
- If the employee is enrolled in the Northeastern University Retirement Plan, the above named spousal equivalent is a beneficiary of the employee under the Northeastern University Retirement Plan. (If there is a legal problem with naming a spousal equivalent as a beneficiary, the employee will be required to show proof of that problem and may have to provide alternate documentation such as joint checking or savings account, joint mortgage or lease or other documentation that indicates this is an interdependent and enduring relationship.)

*Note: This Certification does not constitute a designation of beneficiary under the Northeastern University Retirement Plan. Under the terms of the Northeastern University Retirement Plan that designation must be made by filing a Beneficiary Designation Form with the appropriate investment company in which the faculty/staff member has his/her monies invested. Payment of benefits under the Retirement Plan is determined exclusively under the terms of the Retirement Plan. This Certification relates only to the qualification of a person as a spousal equivalent for purposes of Northeastern University's health and/or dental plans.*

- It has been at least one year since either of us has filed a Statement of Termination of a previous spousal equivalent certification or has been party to an action or proceeding to a divorce or annulment.

### **SECTION III - Dependent Child of Spousal Equivalent Certification**

We hereby certify that the above named child(ren) of the Spousal Equivalent meet all of the eligibility requirements listed below for coverage under Northeastern University's health/dental plans.

- The above listed child(ren) reside with us and the spousal equivalent is responsible for the child(ren)'s well being including financial well being.
- The spousal equivalent can claim the child(ren) as dependents for tax purposes under the federal, state and local (if applicable) guidelines.
- The child(ren) meet(s) the requirements as outlined in the health/dental plan booklet in which you are enrolling the child(ren).

### **SECTION IV - Change in Spousal Equivalency Relationship**

We agree to notify Northeastern University (HRM Benefits) if there is any change in our status as spousal equivalents as certified in this Certification Form which would make us no longer eligible to participate in the health/dental plans. We further agree to notify Northeastern University within 30 days of any change in status by filing a Statement of Termination of Spousal Equivalency and mailing a copy of the "Termination" to the former spousal equivalent. The faculty/staff member further agrees to provide HRM Benefits with the address of the spousal equivalent so that information about continuation rights, if any, can be sent.

After terminating a spousal equivalency relationship, the faculty/staff member will not be able to file a subsequent Certification of Spousal Equivalency for twelve (12) months.

### **SECTION V - Acknowledgments**

- We understand that if any organization (i.e. health/dental plan carriers, etc.) or the University suffers a loss because of a false statement contained in the documents submitted in connection with coverage for a spousal equivalent and/or his/her dependents, or as a consequence of failing to notify HRM Benefits of a changed circumstance, the organization or the University will be entitled to recover reasonable attorney fees in

addition to damages for all such losses and the amount of premium paid by the University on our behalf.

- We have provided the information in this Certification for use by Northeastern University for the purpose of determining our eligibility for spousal equivalent benefits under Northeastern's health/dental plans.
- We understand that we must complete the necessary Enrollment/Change forms required by the health/dental plans in addition to this Certification.
- We understand that unless the spousal equivalent and/or his/her dependent children qualify as the tax dependent(s) of the faculty/staff member, the value of the benefit coverage for these individuals will be treated as taxable income to the faculty/staff member and that the employee's portion of the premium contribution for their coverage cannot be made on a pre-tax basis.
- We understand that some courts have used a signed Certification such as this one as evidence that a relationship equivalent to marriage exists for purposes of establishing and dividing community property, and that the Certification might be used by creditors in certain situations.
- We affirm that the assertions in this Certification are true to the best of our knowledge.

**SECTION VI - Signatures**

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Spousal Equivalent's Signature

\_\_\_\_\_  
Date Signed

**Witnessed by:**

\_\_\_\_\_  
Northeastern HRM Benefits Representative

\_\_\_\_\_  
Date Signed

*or by the below listed Notary Public*

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_,ss. \_\_\_\_\_, 20 \_\_\_\_

Then personally appeared the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be \_\_\_\_\_ free act and deed before me.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

If the employee and the spousal equivalent do not sign this certification at the same time the second signature must also witnessed:

**Witnessed by:**

\_\_\_\_\_  
Northeastern HRM Benefits Representative

\_\_\_\_\_  
Date Signed

*or by the below listed Notary Public*

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_,ss.

\_\_\_\_\_, 20\_\_

Then personally appeared the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be \_\_\_\_\_ free act and deed before me.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_