



North Carolina Medical Society Employee Benefit Plan

AFFIDAVIT OF DOMESTIC PARTNERSHIP

Please submit with enrollment form

(Please Type or Print in Black Ink)

We, _____ (the "Employee") and _____ (the "Domestic Partner")

(Full Name)

(Full Name)

certify that we are domestic partners in accordance with the following criteria and eligible for benefits coverage under the North Carolina Medical Society Employee Benefit Plan (the "Plan"):

1. We are each other's sole domestic partner and intend to remain so permanently.
2. We are mutually responsible for each other's common welfare, share financial obligations and share our primary residence. Our joint responsibility is demonstrated by the existence of the following (please check all that apply):

- Joint mortgage or joint ownership of primary residence.
- Joint ownership of motor vehicle.
- Joint checking account.
- Joint credit account.
- Joint lease.
- The Domestic Partner has been designated as a beneficiary for Employee's will, retirement contract, or life insurance.

We understand that the Plan (or its representative) reserves the right to verify our joint responsibility, and agree to provide evidence of joint responsibility to the Plan (or its representative) upon request. Failure to provide evidence of joint responsibility upon request could result in exclusion or termination from the Plan.

3. We are:
 - a. not married to anyone else, and
 - b. each at least eighteen (18) years of age, and
 - c. mentally competent to consent to contract, and
 - d. not related by blood to a degree of closeness which would prohibit legal marriage in the State of North Carolina.
4. Employee does not currently have a domestic partner covered under the Plan and has not had a domestic partner covered under the Plan at any time within the past twelve (12) months, unless the previous domestic partnership was terminated by death of the domestic partner.

5. We understand that domestic partners are subject to all other eligibility provisions of the Plan. No individual may have coverage as both an employee and a dependent, or as a dependent of two individuals covered under the Plan.
6. We understand and agree that the Employee may make elections concerning benefits provided by the Plan on behalf of the Domestic Partner. This includes termination of the Domestic Partner's benefits unilaterally, at any time, irrespective of the wishes of the Domestic Partner. If the Employee executes such an option, the employee shall notify the Domestic Partner as soon as possible that his or her benefits have been terminated and it shall be sole responsibility of the Employee to make such notification.
7. The Employee agrees to notify the Plan in writing within thirty (30) days of any termination of our status as domestic partners. The Employee agrees to provide a copy of the termination statement to the Domestic Partner. The Domestic Partner is not eligible for continued coverage under COBRA upon termination of the partnership; the Domestic Partner may be eligible for continued coverage under North Carolina continuation laws, depending upon the reason for termination.

We certify that the foregoing information is true and correct. We understand that false statements in this Affidavit, made by either domestic partner, may lead to termination of coverage with the Plan, and could lead to termination of the Employee's employment. If either of us has failed to comply with the terms of this Affidavit, the Plan shall have the absolute right to terminate any and all of the Domestic Partner's benefits in accordance with the eligibility procedures specified in the Plan. Finally, if the Plan suffers any loss thereby, the Plan may bring a civil action against either the Employee or the Domestic Partner to recover its losses, including reasonable attorney's fees and court costs. However, the Employee and the Domestic Partner understand that, regardless of whether or not court action is brought against them, they shall be held financially and legally responsible for any benefits paid by the Plan to the Domestic Partner.

Signature of Employee

Date

Signature of Domestic Partner

Date

(Note: This Affidavit may affect your legal rights, including your federal and state tax obligations. You should consult your attorney and/or tax advisor before signing.)