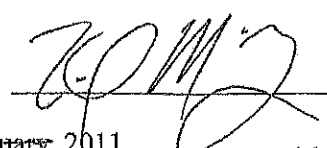


Affidavit of Kirk McCauley

I, Kirk McCauley, on oath, state as follows:

1. I am employed by the St. Louis County government as its Personnel Director.
2. My duties and responsibilities include overseeing and managing the County's Division of Personnel which has as one of its missions the administration of the County's employee health and benefit programs.
3. The County's Civil Service Rules (December 2008) define a DOMESTIC PARTNER as "two people who: declare that they are in a relationship of mutual support, caring and commitment; share a residence; share the common necessities of life; are not related by blood in a manner that would bar marriage according to Missouri State law; are not married or are in any other domestic partnership; are at least 18 years of age; and are competent to enter a contract. The term includes opposite- and same-sex partners."
4. In 2001, the County initiated domestic partner coverage for its health plan.
5. Children of domestic partners are eligible if they meet the requirements for an eligible dependent as defined by the County.
6. Domestic partners are also eligible to be survivor annuitants under the County's retirement plan.
7. Domestic partners and any dependent children are eligible for survivor health care coverage or COBRA continuation coverage on a self pay basis to the extent the County is required by law to provide such coverage.
8. To be eligible for these benefits, employees and their domestic partners must file the attached (Ex. A) "Affidavit of Domestic Partnership" and include "at least three of the following documents as verification" of their joint financial responsibilities (i.e., joint mortgage or lease; designation of the domestic partner as primary beneficiary for a life insurance policy; designation of the domestic partner as primary beneficiary of the employee's will; durable power of attorney for health care or financial management; joint ownership of a motor vehicle, joint checking account, or joint credit account; or a relationship or cohabitation contract which obligates each of the parties to provide support for the other party).
9. The County's procedure to determine eligibility for benefits based on domestic partnership causes minimal/if any additional administrative costs.
10. There are no records and I am unaware of any investigations/suspensions concerning employees fraudulently representing themselves as domestic partners.

AFFIANT FURTHER SAYETH NOT.

 Adrienne Mann

Subscribed and sworn before me this 2 day of ~~February~~, 2011.
March



ST. LOUIS COUNTY GOVERNMENT
AFFIDAVIT OF DOMESTIC PARTNERSHIP

SECTION ONE

The undersigned, being duly sworn, depose and declare as follows:

1. We are each eighteen years of age or older and mentally competent.
2. We are not related by blood in a manner that would bar marriage under the laws of the State of Missouri.
3. We have a close and committed personal relationship, and we are each other's sole domestic partner not married to or partnered with any other spouse, spouse equivalent or domestic partner.
4. For at least one year, immediately preceding the date of this Affidavit, we have shared the same regular and permanent residence in a committed relationship and intend to do so indefinitely.
5. We are jointly financially responsible for basic living expenses defined as the cost of food, shelter, and other expenses of maintaining a household. Upon request by St. Louis County, we will provide within 5 calendar days, at least three of the following documents as verification of our joint responsibility (information should be dated to confirm eligibility at time of enrollment):
 - a) Joint mortgage or lease
 - b) Designation of the domestic partner as primary beneficiary for a life insurance policy.
 - c) Designation of the domestic partner as primary beneficiary in the employee's will.
 - d) Durable power of attorney for health care or financial management.
 - e) Joint ownership of a motor vehicle, a joint checking account, or a joint credit account; or
 - f) A relationship or cohabitation contract which obligates each of the parties to provide support for the other party.

SECTION TWO

1. We understand that the domestic partner is eligible for enrollment in health benefits provided by St. Louis County:
 - a) At the time of hire of the St. Louis County employee herein;
 - b) During an open enrollment period within 30 days of meeting the criteria listed in Section One and upon notification to the Retirement/Benefits Office; or
 - c) Within 30 days of losing other coverage and upon notification to the Retirement/Benefits Office.
2. We understand that children of the domestic partner are eligible if they meet the requirements for an eligible dependent as defined by St. Louis County.
3. In the event of the death of the St. Louis County employee herein, the covered domestic partner and any dependent children of the domestic partner may elect survivor coverage or COBRA continuation coverage on a self-pay basis only to the extent St. Louis County is required by law to provide such coverage.



4. We understand that this Affidavit shall be terminated upon the death of the domestic partner or by a change in circumstance attested to in this Affidavit. Dependent children coverage will end when such children no longer meet St. Louis County eligibility requirements.
5. We will file a Statement of Termination of Domestic Partnership with the Benefits Office within 30 days of any change to circumstances attested to in this Affidavit.
6. After such termination, we understand that another Affidavit of Domestic Partnership cannot be filed with the Benefits Office until such time as the conditions in Section One above have been met.

SECTION THREE

1. We understand that under applicable federal income tax law, payments for medical coverage of a domestic partner may not be eligible for pre-tax treatment.
2. We understand that in addition to the St. Louis County eligibility requirements, there are terms and conditions of coverage set forth in the Service Agreement of each medical plan offered through St. Louis County to which we agree to be bound.
3. We understand and agree that the coverage provided for health insurance is provided only insofar as such coverage is permitted under law and St. Louis County's contracts with its health insurance providers; and any insurance provided may be limited, curtailed or revoked as necessary to comply with law and St. Louis County's contracts with its health insurance providers. We also understand and agree that St. Louis County shall be free to revoke or rescind health insurance coverage for domestic partners and/or their dependents at any time for budgetary reasons or when such action is in the best interest of St. Louis County.
4. We understand and agree that in the event any of the statements set forth herein are not true, the insurance or health care coverage for which this Affidavit is being submitted may be rescinded and/or each of us shall jointly and severally be liable for any expenses incurred by St. Louis County, the insurer or health care entity.

We certify that the foregoing is true and accurate to the best of our knowledge.

Signature of Employee

Signature of Domestic Partner

Print Name

Print Name

Employee Social Security Number

Date

Date

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC

ST. LOUIS COUNTY GOVERNMENT
AFFIDAVIT OF DEPENDENT STATUS OF
DOMESTIC PARTNER

The undersigned, being duly sworn, depose and declare as follows:

_____ I certify that my domestic partner does not meet the IRC Section 152 definition of dependent eligibility. I do not provide more than ½ of his/her support, or my domestic partner is not a member of my household.

_____ I certify that my domestic partner meets the IRC Section 152 definition of dependent eligibility. I provide more than ½ of his/her support and my domestic partner is a member of my household.

I certify that the foregoing is true and accurate to the best of my knowledge.

Signature of Employee

Print Name

Employee Social Security Number

Date

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC