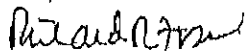


**Affidavit of Richard R. Frank**


Richard R. Frank, being first duly sworn upon his oath, states as follows:

1. I am the Director of Personnel for the City of St. Louis.
2. My responsibilities include overseeing and managing the City's health and benefit programs.
3. An affidavit of Domestic Partnership relating to Benefits provided by the City of St. Louis is attached hereto as Exhibit A. Said affidavit defines a domestic partner as an unrelated adult of the same or opposite sex of the employee with whom the employee is living in an intimate, long-term relationship with an exclusive commitment similar to marriage, in which the partners are jointly responsible for one another's welfare and share financial obligations.
4. In May 2005, the City of St. Louis initiated domestic partner coverage in its health and dental plans.
5. Children of a domestic partner, who otherwise meet the criteria for coverage as a dependent, may be eligible for health insurance and dental insurance coverage as a dependent of an employee, if the domestic partner is a dependent of the employee for said insurance and if they are members of the employee's household and the employee provides more than 50% of their financial support.
6. To be eligible for these benefits, employees and their domestic partners must file the attached (Ex. A) "Affidavit of Domestic Partnership Relating to Benefits Provided by the City of St. Louis" and, upon request by the City of St. Louis, provide at least two of the following documents that verify joint responsibility (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, a joint checking account, or joint credit account; a relationship or cohabitation contract which obligates each of the parties to provide support for the other party, or other evidence that establishes economic interdependence; or registration as domestic partners with the City of St. Louis in accordance with Ordinance 64401).
7. The affidavit provides an objective way to make beneficiary eligibility determinations with minimal additional administrative costs.

Further affiant sayeth not.

  
Richard Frank

Subscribed and sworn before me this 15th day of July, 2011.

  
Notary Public



PAULETTE M. HERRON  
My Commission Expires  
June 15, 2012  
St. Louis City  
Commission #08579104



**AFFIDAVIT OF DOMESTIC PARTNERSHIP  
RELATING TO BENEFITS PROVIDED BY THE CITY OF ST. LOUIS**

A **DOMESTIC PARTNER** is defined as an unrelated adult of the same or opposite sex of the employee with whom the employee is living in an intimate, long-term relationship with an exclusive commitment similar to marriage, in which the partners are jointly responsible for one another's welfare and share financial obligations.

**DECLARATION**

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 or domestic partner.
4. For at least 6 months 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 the City of St. Louis, we will provide within 5 calendar days at least two 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;
  - f) A relationship or cohabitation contract which obligates each of the parties to provide support for the other party, or other evidence that establishes economic interdependence;
  - g) Registration as domestic partners with the City of St. Louis in accordance with Ordinance 64401.
6. We understand that under applicable federal income tax law, payments for medical and dental coverage of a domestic partner may not be eligible for pre-tax treatment.
7. We understand that in addition to the City of St. Louis eligibility requirements, there are terms and conditions of coverage set forth in the Service Agreement of each insurance plan offered through the City of St. Louis to which we agree to be bound.
8. We understand and agree that insurance is provided only insofar as such coverage is permitted under law and the City of St. Louis' contracts with its health insurance providers; and any insurance provided may be limited, curtailed or revoked as necessary to comply with law and the City of St. Louis' contracts with its health insurance providers. We also understand and agree that the City of St. Louis shall be free to revoke or rescind coverage for domestic partners and/or their dependents at any time for budgetary reasons or when such action is in the best interest of the City of St. Louis.



9. We understand and agree that in the event any of the statements set forth herein are not true, the insurance 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 the City of St. Louis, the insurer or health care entity.

\_\_\_\_\_ We certify that the domestic partner and his/her child(ren), if any, are members of the employee's household. The employee provides more than 50% of his/her/their financial support. We are aware that dependent medical and/or dental deductions may be made on a pre-tax basis.

\_\_\_\_\_ We certify that the domestic partner and his/her child(ren), if any, are members of the employee's household. The employee does not provide more than 50% of his/her/their financial support. We are aware that dependent medical and/or dental deductions cannot be made on a pre-tax basis.

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We certify that the foregoing is true and accurate to the best of our knowledge. We also understand and agree that in the event any of the statements set forth herein are not true, the insurance 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 the City of St. Louis and/or the insurer.

**IMPORTANT NOTICE:** The City of St. Louis is not a tax advisor and bears no responsibility for the determination made concerning dependent eligibility status, or any tax consequences thereof, under the Internal Revenue Code. You should contact your tax advisor regarding dependent eligibility status and the tax consequences of such determination, and any other tax consequences under the Internal Revenue Code.

We have been provided with written material regarding our rights and responsibilities relating to domestic partner coverage. By signing this form we evidence our understanding of the information provided.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Domestic Partner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Employee Social Security Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date