

POLICY ON COVERAGE OF SPOUSES UNDER THE COLUMBIA PUBLIC SCHOOL DISTRICT MEDICAL BENEFIT, DENTAL BENEFIT & VISION BENEFIT

Introduction

As discussed in this Policy, the Columbia Public School District (the District) has decided to expand the individuals it will treat as a “Spouse” for purposes of the Medical Benefit Plan, the Dental Benefit Plan and the Vision Benefit Plan (the Plan or Plans). A Spouse is eligible for coverage as a dependent of an employee covered by a Plan. Dependent children of a Spouse under this expanded definition are also eligible for coverage generally based on the eligibility provisions otherwise applicable to dependent children under the Plans. This Policy only applies to these two Plans and not for any other purpose. This Policy may be revised or rescinded at any time without advance notice.

Who is a “Spouse”

Coverage for spouses under a Plan is available to District employees who are eligible to participate and enrolled in that Plan. A “Spouse” means an individual who meets one of the following criteria:

- (1) a person of the opposite gender who is legally married to an employee pursuant to an official ceremony (not a common law marriage),
- (2) a person of the opposite gender who is legally married to an employee in a common law marriage considered valid under applicable law at the time and place of marriage,
- (3) a person of the same gender if legally married to an employee as determined under applicable law at the time and place of marriage, or
- (4) a person who is the “Domestic Partner” of an employee.

For these purposes, a civil union or a domestic partnership is not considered a legal marriage.

Who is a “Domestic Partner”

To be eligible for coverage under a Plan as a Domestic Partner of an employee who is covered under that Plan, an individual must meet all of the following criteria:

- (1) the individual resides and has resided with the employee for at least one (1) year in a marriage-like relationship,
- (2) the individual intends to continue to reside with the employee indefinitely and the employee must so intend as well,
- (3) the individual must share common necessities of life on an exclusive basis with the employee, and
- (4) the individual (and the employee) must
 - a. be at least eighteen (18) years of age,

- b. be mentally competent to contract,
- c. not be related by blood to each other closer than would bar marriage in the State of Missouri, and
- d. not be married to any person or in a relationship with any other person constituting a domestic partnership or civil union or similar arrangement.

As an example of a marriage-like relationship, the individual and the employee must be currently engaged in a committed, exclusive, financially dependent relationship of mutual caring and support and joint responsibility for each other's common welfare. This includes sharing living expenses and joint ownership of property. They cannot be mere roommates or housemates.

A Domestic Partner may be of the opposite or same gender as the employee.

An individual who is not living full-time with the employee and whose relationship has been terminated pursuant to applicable law or whose relationship ceases to satisfy all of the requirements set forth above shall cease to be a Domestic Partner when such event occurs.

Documentation Requirements

The District may at any time require documentation that an individual is or remains a Spouse of an employee of the District. This may include without limitation a certified copy of a marriage license or proof of a common law marriage from the state in which such marriage is deemed to have occurred. For common law marriages, the District may require information similar to that needed for demonstrating that an individual is the Domestic Partner of an employee of the District.

Documentation to prove an individual of an employee of the District is the employee's Domestic Partner includes:

- Affidavit of Domestic Partnership notarized and signed by the employee and his/her Domestic Partner and
- Joint responsibility for each other's common welfare and shared financial obligations must be demonstrated by the existence of two (2) of the following from each list below.

PROOF OF COMMON RESIDENCE	PROOF OF FINANCIAL INTERDEPENDENCE
<input type="checkbox"/> driver's licenses showing same address; <input type="checkbox"/> passports showing same address; <input type="checkbox"/> designations for receipt of mail; <input type="checkbox"/> evidence of a joint lease or mortgage with address; or <input type="checkbox"/> evidence of common household expenses such as utilities or telephone.*	<input type="checkbox"/> ownership of a joint credit or bank account; <input type="checkbox"/> evidence of a joint mortgage or lease; <input type="checkbox"/> evidence of a joint obligation on a loan; <input type="checkbox"/> joint ownership of a residence; <input type="checkbox"/> joint ownership of an automobile; <input type="checkbox"/> evidence of common household expenses such as utilities or telephone;* <input type="checkbox"/> execution of wills naming each other as executor and/or beneficiary; <input type="checkbox"/> granting each other durable powers of attorney; <input type="checkbox"/> granting each other health care powers of attorney; <input type="checkbox"/> designation of each other as beneficiary under a retirement benefit account or life insurance policy; or <input type="checkbox"/> evidence of other joint financial responsibility.

Required documentation: Two items from EACH column listed below:

* May be used on only one list

Other documentation may be acceptable for either category in the discretion of the District, such as a document issued by a state showing that the employee and his or her Domestic Partner are in a civil union or domestic partnership. In addition, if the documents submitted above do not show that the employee and Domestic Partner reside together, a copy of the employee's and Domestic Partner's drivers' licenses or state identification cards showing the same address must also be provided. The documentation must demonstrate that the employee and the Domestic Partner have lived together for at least one year.

The District reserves the right, from time to time, to request additional or updated documentation in order to ensure continuation of the individual's status as a Domestic Partner of an employee of the District. Furthermore, the District may require this information to be sent to a third party to verify the accuracy of the information and documentation supplied.

The District has the sole discretion to make determinations with respect to Domestic Partner status.

Enrollment

The rules generally applicable to other dependents of an employee shall apply to enrollment of a Spouse and the Spouse's children. There are, however, certain situations described in the Plan in which a Domestic Partner and his/her separate children do not have special enrollment rights. For instance, a person becoming a Domestic Partner is not treated as an event triggering a special

enrollment right. Instead, a Domestic Partner and his/her separate children may have to wait longer to enroll in the Plan than a Spouse who is not a Domestic Partner.

Tax Consequences of Covering Domestic Partners and Their Children

The premium contribution for coverage for the Domestic Partner and his/her children (if applicable), and the employee's children (if applicable) under the District's Cafeteria Plan will be deducted on a *post-tax basis*. A District employee will have to recognize, as taxable income the "Fair Market Value" of District coverage provided to the employee's Domestic Partner and his/her children (if applicable) as well as the employee's children (if applicable). The fair market value of the healthcare coverage that is provided by the District will be added to the employee's income and be subject to payroll tax withholdings for federal, FICA, and most state and local jurisdictions throughout the year.

Termination of Domestic Partner Coverage

The employee and Domestic Partner must notify the District in writing within 30 days of any status change in their relationship based on the eligibility criteria outlined above. The District may but is not required to provide a form to use for this purpose. The District employee and Domestic Partner will be responsible for all claims paid by the District or its insurance carriers resulting from late notification of the status change.

Upon the termination of a domestic partnership, a Domestic Partner and the Domestic Partner's children will have no rights to COBRA continuation coverage. However, the District will make available to a former Domestic Partner and the Domestic Partner's own children continuation of coverage in accordance with the terms of the applicable Plan. Those rights are more limited for Domestic Partners and their children than those extended to other types of Spouses.

If an individual ceases to be a Domestic Partner of an employee, another Affidavit of Domestic Partnership may not be filed sooner than one (1) year from the date written notice of termination of the employee's prior Domestic Partner relationship on a form satisfactory to the District is actually received and accepted by it at the location specified from time to time by the District.

Liability for Providing False Information

False information provided to the District may result in any combination of the following actions:

- Termination of coverage for the Domestic Partner and his/her children (if applicable),
- Termination of employment of the employee, and/or
- Financial liability for both the employee and Domestic Partner for all claim payments made by the District or its insurance carriers resulting from the false information.

Contact Information

For additional information or questions concerning this Policy, contact Jaime Clark, Benefits Manager at (573) 214-3710.

**AFFIDAVIT OF DOMESTIC PARTNERSHIP
COLUMBIA PUBLIC SCHOOL DISTRICT
MEDICAL BENEFIT, DENTAL BENEFIT AND VISION BENEFIT PLANS**

The undersigned, having been duly sworn, declare and affirm and agree as follows:

1. We are making this Affidavit to the Columbia Public School District (the District) in order to induce it to extend coverage to the undersigned Domestic Partner under the District's Medical Benefit Plan, Dental Benefit Plan or Vision Benefit Plan or all (collectively, the Plans).
2. We are each at least eighteen (18) years of age and mentally competent.
3. We are not married to anyone and do not have a relationship with anyone else that would constitute a civil union or domestic partnership or other similar arrangement.
4. We are not related by blood in a manner that would bar marriage under the laws of the State of Missouri.
5. For at least one (1) year immediately preceding this Affidavit we have shared the same regular and permanent residence in a marriage-like relationship and intend to do so indefinitely.
6. We share the common necessities of life on an exclusive basis. As such, we are jointly financially responsible for basic living expenses such as the cost of food, shelter, transportation, medical expenses and other expenses of maintaining a household. We are in a committed relationship of mutual caring and support and joint responsibility for each other's common welfare.
7. We understand that we may be requested to provide documentation of our relationship, such as, but not limited to: a joint mortgage or lease; joint ownership of motor vehicles; joint checking or credit accounts; beneficiaries on wills or insurance policies, utility bills or similar documents. Such documents must prove that we have met the requirements for a domestic partnership for at least one year preceding the delivery of this Affidavit to the District.
8. We understand and agree that despite our intention to be Domestic Partners and our declaration of such intention, such intention does not modify or change the terms of the Plans and does not modify or change the provisions of any laws or governmental regulations and that, therefore, health, dental and vision benefits extended to Domestic Partners under either or both Plans and the Domestic Partner's own children may be taxed as income to the employee, and such benefits may not qualify for pre-tax treatment, and that undersigned Domestic Partner and his or her children may not qualify for COBRA (except as provided in the Plans) or coverage under FMLA regulations.
9. I, the undersigned employee, further understand that falsification of information in this Affidavit, or failure to notify the District of any change in circumstances, may lead to disciplinary action against me, including discharge from employment.

10. We understand and agree that if any of the statements affirmed and declared herein or documentation provided by either of us is not true, the benefits claimed under either Plan may be rescinded and each of us will be jointly and severally liable for repaying any benefits paid on behalf of the District as a result.
11. The undersigned employee or Domestic Partner shall inform the District of any change or termination of their relationship and shall complete and file with the Employee Benefits Office an affidavit of Termination of Domestic Partnership or other document required by the District within 30 days of termination. We understand that cessation of coverage for the Domestic Spouse will be as of the end of the month in which our relationship as Domestic Partners ends. In the event the District is not timely provided such notice, we agree that each of us will be jointly and severally liable for repaying any benefits claimed under the Plans after the date coverage should have ended.
12. We understand that any coverage of the undersigned Domestic Partner and such Domestic Partner's own children recognized by the District on the basis of this Affidavit will be treated as terminated for benefits purposes on the last day of the month in which the undersigned Domestic Partner ceases to be a Domestic Partner of the undersigned employee.
13. We understand that completing this Affidavit is only one requirement for certain benefits and that all eligibility requirements and other provisions of the Plans as well as District's policies also apply. We specifically acknowledge receipt of a copy of the District's Policy on coverage for spouses and that we have read the Policy. Without limiting the foregoing, we understand that enrollment rights and coverage upon termination may be more limited than for other individuals covered by the Plans.

We certify under oath that the foregoing is true and correct and that all documentation we may supply is genuine, accurate and complete.

Employee Signature

Domestic Partner Signature

Print Name

Print Name

Social Security Number

Social Security Number

[Both signatures must be notarized for this Affidavit to be accepted.]

