



POLICY 3.78

4-C I recommend that the Board adopt the proposed new Policy 3.78, entitled “Dependents for Purposes of Health Insurance Coverage.”

[Contact: Dianne Howard, ERBM Director, PX 48414.]

Adoption

CONSENT ITEM

- The Board approved development of this revised Policy at the development reading on August 12, 2009.
- This proposed new policy grants eligible, covered District employees an option to enroll their eligible dependents, qualifying domestic partners, and qualifying dependent children of domestic partners in their medical, dental and vision plans.
- The proposed policy establishes definitions for eligible employee, covered employee and eligible dependent. In defining eligible dependent, the policy provides extensive definitions for spouse, qualifying child, and domestic partner. See Section 2.
- Sections 4 and 5 of the proposed policy outlines the necessary documentation that an employee must provide to the District to verify the dependent or domestic partner relationship for the coverage and outline events which may terminate the coverage.
- The policy indicates the value of such benefits may be considered taxable income to the employees.

POLICY 3.78

DEPENDENTS FOR PURPOSES OF HEALTH INSURANCE COVERAGE

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3 1. **Purpose.** This policy is to grant District employees an option to cover their legal
4 dependents and registered domestic partners in medical, dental and vision plans
5 offered to eligible employees of the District. The purpose of this policy is to define
6 and clarify the terms “dependent” as well as specify the documents required to
7 support such dependent relationship to the District.

- 8 2. **Definitions -** The following terms are defined as follows:
 - 9 a. *Eligible Employee* means a regular employee who is employed in a paid status
10 of four or more hours per day, unless otherwise provided for in a collective
11 bargaining agreement.

 - 12 b. *Covered Employee* means an eligible employee enrolled in a District health
13 plan.

 - 14 c. *Eligible Dependent* includes the following individuals, subject to relevant and
15 appropriate dependent verification as required in this policy.
 - 16 i. *Spouse* is a person to whom the covered employee is married, and that
17 marriage is recognized by the laws of the State of Florida.

 - 18 ii. *Qualifying Child* is an unmarried dependent child of the covered
19 employee or employee’s spouse who is under the age of 19 years old, for
20 whom the covered employee or employee spouse provides primary
21 support and maintenance and claims as a dependent for tax purposes,
22 and is
 - 23 A. A child by birth or adoption;

 - 24 B. A stepchild or registered domestic partner’s child, residing full-time in
25 the same household of the employee;

 - 26 C. A child placed in the employee’s home pending adoption by the
27 covered employee or employee’s spouse; or

 - 28 D. A child for whom the employee, or the employee’s spouse, has been
29 awarded legal guardianship or custody. The child must reside in the
30 employee’s home if the child is the legal guardian or in legal custody
31 of the employee’s spouse.

 - 32 iii. *Qualifying child* is further defined to include;

- 33 A. Grandchild. A grandchild of the employee who is added as a
34 newborn, up to the maximum time period of 18 months of age, due to
35 the unmarried parent of the grandchild being covered as an eligible
36 dependent of the employee.
- 37 B. Postsecondary Education Student. An unmarried dependent child of
38 the covered employee who is registered as a full-time or part-time
39 student at a postsecondary educational institution or vocational
40 school may be covered through the end of the calendar year in which
41 the child attains the age of 25 years, provided that the child is
42 dependent upon the employee for at least 50 percent of their support
43 and maintenance.
- 44 C. Non-Student Overage Dependent. An unmarried, 19 to 25 year
45 old child dependent on the covered employee for more than 50% of
46 his or her financial support and maintenance and residing full-time in
47 the employee's home may be covered through the end of the month
48 in which the child turns 25.
- 49 D. Dependent of Both Parents. An unmarried child of a divorced or
50 legally separated covered employee may be considered the
51 dependent of both parents for certain purposes under the Internal
52 Revenue Code.
- 53 E. Disabled Adult Child (Over the Age of 25). A dependent child of who
54 is incapable of self-sustaining employment by reason of
55 developmental disability or physical handicap; is dependent upon the
56 covered employee for support and maintenance; and whom the
57 covered employee or spouse claims as a dependent for IRS
58 purposes. However, the child must have become incapacitated prior
59 to attaining 19 years of age and while covered as a dependent under
60 the District's health plan.
- 61 F. Overage Child. An overage child of a covered employee that
62 otherwise may not be eligible for coverage may be covered in a
63 medical plan only, until the end of the calendar year in which the
64 overage child turns 30 years of age, provided:
- 65 I. The Child is unmarried and does not have a domestic partner or
66 any dependents of his or her own;
- 67 II. The child is a resident of the State of Florida or a full-time or
68 part-time student of a postsecondary education institution or
69 vocational school;
- 70 III. The child is not provided coverage, nor is coverage available,

71 as a named subscriber, insured, enrollee or covered person
72 under any other group, blanket, or franchise health insurance
73 policy or individual health benefits plan, or is not entitled to
74 benefits under Title XVIII of the Social Security Act, and;

75 IV. The covered employee covers the costs associated with an
76 additional and separate premium than required for other eligible
77 dependents as provided for under the District's medical plan.

78 V. The child has been continuously covered by other creditable
79 coverage as defined under s. 627.6562, FS, without a gap of
80 more than 63 days and provides documentation of such
81 coverage.

82 For eligibility requirements and to obtain coverage, an eligible or qualifying child must
83 have the characteristics as provided in the definitions herein and meet the requirements
84 as provided by Section 4 below of this policy.

85 d. Domestic Partner, for benefit purposes, is a same-sex or opposite-sex
86 domestic partner of a covered employee, both of whom are sharing a long-
87 term committed relationship of indefinite duration which meets the following
88 criteria.

89 i. Are at least 18 years of age or older.

90 ii. Are competent to enter into a contract.

91 iii. Have no blood relationship that would preclude marriage under laws of
92 the State of Florida.

93 iv. Are not married to or partnered with any other spouse, spouse equivalent
94 or domestic partner.

95 v. Have not had another domestic partner at anytime during the 12 months
96 preceding this enrollment.

97 vi. Have entered into a domestic partner relationship voluntarily, willingly,
98 and without reservations.

99 vii. Have shared the same regular and permanent residence in a committed
100 relationship for at least one year and intend to do so indefinitely.

101 viii. Are jointly responsible for each other's common welfare, and share
102 financial interdependence and mutual obligations akin to those of
103 marriage.

- 104 ix. Have provided to the Department of Risk and Benefits Management, an
105 affidavit of domestic partnership or a proof of registration and recording
106 as a domestic partner in the county in which they reside, as provided in
107 Section 5 of this policy.
- 108 3. **Policy.** The School Board recognizes the diversity of District employees, and
109 understands that family circumstances may vary among individual employees.
110 Subject to agreement with the School District's insurance carrier, it is the policy of
111 the School Board to allow eligible employees to enroll their eligible dependents,
112 qualifying domestic partners, and the qualifying dependent children of domestic
113 partners on their medical, dental and vision plans.
- 114 a. If an employee has waived his or her medical, dental, or vision coverage, the
115 employee cannot enroll a dependent for such coverage.
- 116 b. Verification documents required for dependents and domestic partners must
117 be provided to the Office of Risk and Benefits Management within thirty (30)
118 days of an employee becoming eligible for benefits, at the time of initial
119 employment or the period of annual/open enrollment.
- 120 c. The value of such benefits may be considered taxable income to the
121 employee, and the benefits may be available only on an after tax basis or with
122 certain other restrictions due to State and/or Federal regulations.
- 123 4. **Dependent Verification Documentation Requirements.** Documentation will be
124 required upon enrollment for coverage, or for continued coverage, to substantiate
125 that an individual meets the definitions of eligible dependents as defined in Section
126 2 (c) above.
- 127 a. Spouse: A certified copy of a government-issued marriage certificate.
- 128 b. Domestic Partner: An affidavit of domestic partnership with supporting
129 documentation, or proof of registration of the domestic partnership, as required
130 by Section 5 of this policy.
- 131 c. Dependent Child.
- 132 i. If younger than age 19, an original or certified copy of a government-
133 issued birth certificate listing the names of parents; legal adoption papers
134 as the final adoption papers or confirmation of placement for adoption
135 purposes; or a copy of the guardianship, custody or foster care papers
136 issued by a court.
- 137 ii. If ages 19-25: An original or certified copy of a government-issued birth
138 certificate, legal guardianship or legal custody court documents listing the
139 covered employee as legal guardian or granting the covered employee

- 140 legal custody; a copy of the child's driver's license or state issued
141 identification card; financial and residency affidavit; copy of the child's or
142 parent's current IRS Tax Return; and a copy of the child's current school
143 schedule. Additionally, if the child is not enrolled in school as a student,
144 the following is required: a copy of the child's driver's license or state
145 issued identification card; financial and residency affidavit; and a copy of
146 the child's or covered employee's current IRS Tax Return. In the event
147 the child is enrolled in school as a student the following is required: a
148 government-issued original or certified copy of the child's birth certificate
149 or legal guardian court documents listing covered employee or
150 employee's spouse as legal guardian; a copy of the child's current school
151 schedule; a financial affidavit; and a copy of the covered employee's or
152 divorced spouse's current IRS Tax Return.
- 153 iii. *If ages 25-30:* An original or certified copy of a government-issued birth
154 certificate or guardianship court documents listing the covered employee
155 or employee's spouse as the parent or guardian; a copy of the child's
156 driver's license or state issued identification; an overage dependent
157 affidavit; and student certification indicating the full-time or part-time
158 status as a student of a postsecondary or vocational institution or a copy
159 of the child's current school schedule. If other coverage is terminated
160 after the child reaches age 25, the child is not eligible to be covered under
161 the parent's policy unless the child was continuously covered by other
162 creditable coverage without a gap in coverage of more than 63 days, as
163 provided by Florida law.
- 164 iv. *Disabled Adult Child (Over the Age of 25):* A copy of documentation
165 from the Social Security Administration which indicates the child has been
166 deemed disabled. Proof must be provided 30 days prior to when the child
167 would no longer meet the eligibility age definition.
- 168 v. *Grandchildren:* If age birth to 18 months, a copy of a government-
169 issued birth certificate. A grandchild beyond 18 months requires
170 qualification under another covered eligible dependent category as
171 provided in Section 2 of this policy.
- 172 vi. *Stepchildren:* An original or certified copy of a government-issued
173 birth certificate listing the covered employee's spouse as a parent of the
174 stepchild and an original or certified copy of a government issued
175 marriage certificate of the covered employee and spouse.
- 176 d. *Termination of Dependent Coverage.* Dependent coverage is subject to
177 termination due to the failure of the covered employee to provide the required
178 information and/or documentation within thirty (30) days of the initial eligibility
179 or enrollment or within 60 days of a qualifying event. A qualifying event is an

180 event as marriage, divorce, dissolution of a domestic partnership, birth or
181 adoption of a child, death of a spouse, child or partner.

182 5. **Domestic Partnership Verification Documentation Requirements.**

183 a. Registration of the Domestic Partnership. To establish a qualifying domestic
184 partnership, an employee and his/her domestic partner must submit proof of
185 registration and recording as a domestic partner in the county in which the
186 employee and domestic partner reside as well as a completed Affidavit of
187 Domestic Partnership, incorporated hereto, and may be found on the [Risk](#)
188 and [Benefits Management website](#). If the employee does not reside in a
189 county providing for the registration and recording of a domestic partnership,
190 the employee shall submit to the School District's Office of Risk and Benefit
191 Management a completed *Affidavit of Domestic Partnership*, as provided
192 herein, and such other evidentiary documentation as required in the affidavit.

193 b. Termination or Dissolution of Domestic Partnership. If there is a change in
194 the status of a qualifying domestic partnership resulting in a dissolution of the
195 domestic partnership, a *Notice of Termination of Domestic Partnership*,
196 attached and incorporated hereto, must be completed and provided to the
197 School District's Office of Risk and Benefit Management, within 30 days of the
198 dissolution. A copy of the *Notice of Termination of Domestic Partnership*,
199 which is incorporated herein by reference, may be found on the [Risk and](#)
200 [Benefits Management website](#). A twelve-month waiting period from the date
201 the Termination Statement of Domestic Partnership is signed and returned to
202 the Office of Risk and Benefits Management must elapse before an employee
203 can enroll a new domestic partner. The termination shall become effective on
204 the date of filing of the termination statement.

205 c. Automatic Termination/Dissolution of Domestic Partnership. A registered
206 domestic partnership shall automatically terminate upon the marriage of one of
207 the registered domestic partners, the death of one of the registered domestic
208 partners, or upon one of the registered domestic partners entering into a civil
209 union with someone other than his or her registered domestic partner.

210 d. Termination of Domestic Partnership Coverage. Domestic partnership
211 coverage is subject to termination due to the failure of the covered employee
212 to provide the required information and/or documentation within thirty (30)
213 days of the initial eligibility or enrollment or within 60 days of a qualifying
214 event. The supporting documentation shall be presented to the Office of Risk
215 and Benefits Management.

216 e. Coverage for Domestic Partnerships Children. Coverage for children of a
217 domestic partnership is subject to the same enrollment and eligibility
218 considerations as other dependent children with the added requirement that

219 the dependent children reside in the home of the employee on a full time
220 basis.

221 6. **Additional Information Required.** An employee will be required to provide
222 social security numbers for each enrolled dependent. Additional paper work may
223 be required by the provider for an applicant to obtain coverage under the District's
224 medical, dental or vision plans.

225 STATUTORY AUTHORITY: Fla. Stat. §§ 1001.41, 1001.42

226 LAWS IMPLEMENTED: Fla. Stat. §§ Fla. Stat. VI and VII, Chapter 627; Sec. 111 of the
227 *Medicare, Medicaid and SCHIP Extension Act* of 2007, Public Law 110-173; *Internal*
228 *Revenue Code*, Section 152

229 HISTORY: ___/___2009

Legal Signoff:

The Legal Department has reviewed proposed Policy 3.78 and finds it legally sufficient for development by the Board.

Attorney

Date



Affidavit of Domestic Partnership

I. Declaration

- Employee (Please check one):
- I am a resident of Palm Beach, Broward or Miami-Dade County
- I am NOT a resident in the FL tri-county area

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

- We are each eighteen years of age or older and mentally competent
- We are not related by blood in a manner that would bar marriage under the laws of the State of Florida.
- 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.
- For at least one year we have shared the same regular and permanent residence in a committed relationship and intend to do so indefinitely.
- Neither of us has had another domestic partner at anytime during the 12 months preceding this enrollment.
- We are jointly responsible for each other's common welfare and shared financial obligations.
- We have provided true and accurate required documentation of our relationship, by submitting (Please attach):
 1. At least ONE of the following, to establish mutual residence. (Please check document submitted)
 - Current Drivers' licenses showing the same address for both names.
 - Passports showing the same address.
 - Current mortgage, deed or lease showing both names.
 - Utility bills showing both names; AND
 2. At least ONE of the following, to establish joint responsibility:
 - Statements from a joint checking or other bank account.
 - Credit or Charge cards with the same account number for both names.
 - Designation of each person as authorized signatories for a safe deposit box; OR
 - A joint will designating the domestic partner as the primary beneficiary.

II. Acknowledgements

- The School Board's cost for providing domestic-partner benefits and the employee's payroll contribution will generally be taxable income to the employee unless the domestic partner and partner's children are qualified tax dependents of the employee.
- Each of us understands and agrees 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 the employer, insurer or health care entity.

- Each of us understands and agrees that election changes are only permitted annually during the open enrollment period.
- Each of us understands that should our relationship dissolve, it is our responsibility to notify the District and to terminate the Domestic Partner coverage. We understand that the eligibility for domestic partner benefits ends on the day that we no longer meet the eligibility requirements.
- We further understand that continuation of benefits will not be extended to my partner and/or my partner's children, upon termination of the domestic partnership.
- We acknowledge and understand that providing false information on this form or the failure to notify Employee Benefits on a timely basis of loss of eligibility may result in disciplinary action up to and including termination of employment.
- We affirm under penalty or perjury that the representations made in this Affidavit are true to the best of our knowledge and that the documents attached hereto are authentic.

Employee (Please Print)

Domestic Partner (Please Print)

Employee (Signature)

Domestic Partner (Signature)

Social Security Number

Social Security Number

Date

Date

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____ who is personally known to me ____ or has produced identification (Type)_____.

Notary Public

<u>For School District Use Only:</u>	
Date Received _____	Received by _____
Affidavit approved by _____	Date _____



Notice of Termination of Domestic Partnership

I, the undersigned, declare under oath, the following:

1. I am a partner in a registered domestic partnership established with the School District of Palm Beach County on _____, 20____.
2. The above registered Domestic Partnership between the undersigned and _____ has been terminated.
(Former Domestic Partner)
3. I make and file this Notice of Termination to cancel the above registered domestic partnership.
4. I understand a subsequent Affidavit of Domestic Partnership cannot be filed until twelve (12) months after this Notice of Termination.
5. A copy of the termination statement has been mailed to my former domestic partner at the last known address of:

Date: _____

Signed: _____

Print Name: _____

Address _____

Phone No. _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____ who is personally known ____ or has produced identification _____.

Notary Public

For School District Use Only:

Date Received _____ Received by _____