



POLICY 3.78

5-C I recommend that the Board approve development of the proposed **new** Policy 3.78, entitled “Dependents for Purposes of Health Insurance Coverage.”

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

Development

CONSENT ITEM

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

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

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

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

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

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

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

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

34 guardian or in legal custody of the employee's spouse.

35 iii. Qualifying child is further defined to include:

36 A. Grandchild. A grandchild of the employee who is added as
37 a newborn, up to the maximum time period of 18 months of
38 age, due to the unmarried parent of the grandchild being
39 covered as an eligible dependent of the employee.

40 B. Postsecondary Education Student. An unmarried
41 dependent child of the covered employee who is registered
42 as a full-time or part-time student at a postsecondary
43 educational institution or vocational school may be covered
44 through the end of the calendar year in which the child
45 attains the age of 25 years, provided that the child is
46 dependent upon the employee for at least 50 percent of
47 their support and maintenance.

48 C. Non-Student Overage Dependent. An unmarried, 19 to
49 25 year old child dependent on the covered employee for
50 more than 50% of his or her financial support and
51 maintenance and residing full-time in the employee's home
52 may be covered through the end of the month in which the
53 child turns 25.

54 D. Dependent of Both Parents. An unmarried child of a
55 divorced or legally separated covered employee may be
56 considered the dependent of both parents for certain
57 purposes under the Internal Revenue Code.

58 E. Disabled Adult Child (Over the Age of 25). A dependent
59 child of who is incapable of self-sustaining employment by
60 reason of developmental disability or physical handicap; is
61 dependent upon the covered employee for support and
62 maintenance; and whom the covered employee or spouse
63 claims as a dependent for IRS purposes. However, the
64 child must have become incapacitated prior to attaining 19
65 years of age and while covered as a dependent under the
66 District's health plan.

67 F. Overage Child. An overage child of a covered employee
68 that otherwise may not be eligible for coverage may be
69 covered in a medical plan only, until the end of the calendar
70 year in which the overage child turns 30 years of age,
71 provided:

- 72 I. The Child is unmarried and does not have a domestic
73 partner or any dependents of his or her own:
- 74 II. The child is a resident of the State of Florida or a full-
75 time or part-time student of a postsecondary
76 education institution or vocational school:
- 77 III. The child is not provided coverage, nor is coverage
78 available, as a named subscriber, insured, enrollee or
79 covered person under any other group, blanket, or
80 franchise health insurance policy or individual health
81 benefits plan, or is not entitled to benefits under Title
82 XVIII of the Social Security Act, and:
- 83 IV. The covered employee covers the costs associated
84 with an additional and separate premium than required
85 for other eligible dependents as provided for under the
86 District's medical plan.
- 87 V. The child has been continuously covered by other
88 creditable coverage as defined under s. 627.6562, FS,
89 without a gap of more than 63 days and provides
90 documentation of such coverage.

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

- 94 d. Domestic Partner, for benefit purposes, is a same-sex or opposite-
95 sex domestic partner of a covered employee, both of whom are
96 sharing a long-term committed relationship of indefinite duration
97 which meets the following criteria.
- 98 i. Are at least 18 years of age or older.
- 99 ii. Are competent to enter into a contract.
- 100 iii. Have no blood relationship that would preclude marriage under
101 laws of the State of Florida.
- 102 iv. Are not married to or partnered with any other spouse, spouse
103 equivalent or domestic partner.
- 104 v. Have not had another domestic partner at anytime during the 12
105 months preceding this enrollment.

- 106 vi. Have entered into a domestic partner relationship voluntarily,
107 willingly, and without reservations.
- 108 vii. Have shared the same regular and permanent residence in a
109 committed relationship for at least one year and intend to do so
110 indefinitely.
- 111 viii. Are jointly responsible for each other's common welfare, and
112 share financial interdependence and mutual obligations akin to
113 those of marriage.
- 114 ix. Have provided to the Department of Risk and Benefits
115 Management, an affidavit of domestic partnership or a proof of
116 registration and recording as a domestic partner in the county in
117 which they reside, as provided in Section 5 of this policy.

118 3. **Policy.** The School Board recognizes the diversity of District
119 employees, and understands that family circumstances may vary among
120 individual employees. Subject to agreement with the School District's
121 insurance carrier, it is the policy of the School Board to allow eligible
122 employees to enroll their eligible dependents, qualifying domestic
123 partners, and the qualifying dependent children of domestic partners on
124 their medical, dental and vision plans.

- 125 a. If an employee has waived his or her medical, dental, or vision
126 coverage, the employee cannot enroll a dependent for such
127 coverage.
- 128 b. Verification documents required for dependents and domestic
129 partners must be provided to the Office of Risk and Benefits
130 Management within thirty (30) days of an employee becoming
131 eligible for benefits, at the time of initial employment or the period of
132 annual/open enrollment.
- 133 c. The value of such benefits may be considered taxable income to the
134 employee, and the benefits may be available only on an after tax
135 basis or with certain other restrictions due to State and/or Federal
136 regulations.

137 4. **Dependent Verification Documentation Requirements.**
138 Documentation will be required upon enrollment for coverage, or for
139 continued coverage, to substantiate that an individual meets the
140 definitions of eligible dependents as defined in Section 2 (c) above.

- 141 a. Spouse: A certified copy of a government-issued marriage
142 certificate.

- 143 b. Domestic Partner. An affidavit of domestic partnership with
144 supporting documentation, or proof of registration of the domestic
145 partnership, as required by Section 5 of this policy.
- 146 c. Dependent Child.
- 147 i. If younger than age 19, an original or certified copy of a
148 government-issued birth certificate listing the names of parents;
149 legal adoption papers as the final adoption papers or
150 confirmation of placement for adoption purposes; or a copy of
151 the guardianship, custody or foster care papers issued by a
152 court.
- 153 ii. If ages 19-25: An original or certified copy of a government-
154 issued birth certificate, legal guardianship or legal custody court
155 documents listing the covered employee as legal guardian or
156 granting the covered employee legal custody; a copy of the
157 child's driver's license or state issued identification card;
158 financial and residency affidavit; copy of the child's or parent's
159 current IRS Tax Return; and a copy of the child's current school
160 schedule. Additionally, if the child is not enrolled in school as a
161 student, the following is required: a copy of the child's driver's
162 license or state issued identification card; financial and
163 residency affidavit; and a copy of the child's or covered
164 employee's current IRS Tax Return. In the event the child is
165 enrolled in school as a student the following is required: a
166 government-issued original or certified copy of the child's birth
167 certificate or legal guardian court documents listing covered
168 employee or employee's spouse as legal guardian; a copy of
169 the child's current school schedule; a financial affidavit; and a
170 copy of the covered employee's or divorced spouse's current
171 IRS Tax Return.
- 172 iii. If ages 25-30: An original or certified copy of a government-
173 issued birth certificate or guardianship court documents listing
174 the covered employee or employee's spouse as the parent or
175 guardian; a copy of the child's driver's license or state issued
176 identification; an overage dependent affidavit; and student
177 certification indicating the full-time or part-time status as a
178 student of a postsecondary or vocational institution or a copy of
179 the child's current school schedule. If other coverage is
180 terminated after the child reaches age 25, the child is not
181 eligible to be covered under the parent's policy unless the child
182 was continuously covered by other creditable coverage without
183 a gap in coverage of more than 63 days, as provided by Florida

- 184 law.
- 185 iv. Disabled Adult Child (Over the Age of 25): A copy of
186 documentation from the Social Security Administration which
187 indicates the child has been deemed disabled. Proof must be
188 provided 30 days prior to when the child would no longer meet
189 the eligibility age definition.
- 190 v. Grandchildren: If age birth to 18 months, a copy of a
191 government-issued birth certificate. A grandchild beyond 18
192 months requires qualification under another covered eligible
193 dependent category as provided in Section 2 of this policy.
- 194 vi. Stepchildren: An original or certified copy of a government-
195 issued birth certificate listing the covered employee's spouse as
196 a parent of the stepchild and an original or certified copy of a
197 government issued marriage certificate of the covered employee
198 and spouse.
- 199 d. Termination of Dependent Coverage. Dependent coverage is subject
200 to termination due to the failure of the covered employee to provide
201 the required information and/or documentation within thirty (30) days
202 of the initial eligibility or enrollment or within 60 days of a qualifying
203 event. A qualifying event is an event as marriage, divorce,
204 dissolution of a domestic partnership, birth or adoption of a child,
205 death of a spouse, child or partner.

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

- 207 a. Registration of the Domestic Partnership. To establish a qualifying
208 domestic partnership, an employee and his/her domestic partner
209 must submit proof of registration and recording as a domestic partner
210 in the county in which the employee and domestic partner reside as
211 well as a completed Affidavit of Domestic Partnership, attached and
212 incorporated hereto, and may be found at [www.](http://www.Palmbeach.k12.fl.us/risk)
213 [Palmbeach.k12.fl.us/risk](http://www.Palmbeach.k12.fl.us/risk). If the employee does not reside in a
214 county providing for the registration and recording of a domestic
215 partnership, the employee shall submit to the School District's Office
216 of Risk and Benefit Management a completed *Affidavit of Domestic*
217 *Partnership*, as provided herein, and such other evidentiary
218 documentation as required in the affidavit.
- 219 b. Termination or Dissolution of Domestic Partnership. If there is a
220 change in the status of a qualifying domestic partnership resulting in
221 a dissolution of the domestic partnership, a *Notice of Termination of*
222 *Domestic Partnership*, attached and incorporated hereto, must be

223 completed and provided to the School District's Office of Risk and
224 Benefit Management, within 30 days of the dissolution. A copy of
225 the *Notice of Termination of Domestic Partnership* may be found at
226 [www. Palmbeach.k12.fl.us/risk](http://www.Palmbeach.k12.fl.us/risk), which is incorporated herein by
227 reference. A twelve-month waiting period from the date the
228 Termination Statement of Domestic Partnership is signed and
229 returned to the Office of Risk and Benefits Management must elapse
230 before an employee can enroll a new domestic partner. The
231 termination shall become effective on the date of filing of the
232 termination statement.

233 c. *Automatic Termination/Dissolution of Domestic Partnership.* A
234 registered domestic partnership shall automatically terminate upon
235 the marriage of one of the registered domestic partners, the death of
236 one of the registered domestic partners, or upon one of the
237 registered domestic partners entering into a civil union with someone
238 other than his or her registered domestic partner.

239 d. *Termination of Domestic Partnership Coverage.* Domestic
240 partnership coverage is subject to termination due to the failure of
241 the covered employee to provide the required information and/or
242 documentation within thirty (30) days of the initial eligibility or
243 enrollment or within 60 days of a qualifying event. The supporting
244 documentation shall be presented to the Office of Risk and Benefits
245 Management.

246 e. *Coverage for Domestic Partnerships Children.* Coverage for
247 children of a domestic partnership is subject to the same enrollment
248 and eligibility considerations as other dependent children with the
249 added requirement that the dependent children reside in the home of
250 the employee on a full time basis.

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

255 STATUTORY AUTHORITY: Fla. Stat. §§ 1001.41, 1001.42
256 LAWS IMPLEMENTED: Fla. Stat. VI and VII, Chapter 627; Sec. 111 of the *Medicare,*
257 *Medicaid and SCHIP Extension Act* of 2007, Public Law 110-173; *Internal Revenue*
258 *Code*, Section 152
259 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

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