# Livingston County - Definition of a Dependent

Employees electing to provide coverage for their spouse and children on the Livingston County medical, dental, or vision plans must provide proof of dependent status according to the "Definition Of A Dependent", prior to the eligible dependent coverage becoming effective.

This policy has been amended to be compliant with Health Reform and takes effect on **January 1, 2011.**

DEFINITION OF A DEPENDENT:

- The legal Spouse of the Subscriber (employee)
- Children of the Subscriber (employee) as follows:

Relationship - Child of the Subscriber by birth, legal adoption or legal guardianship;

Step-children are not eligible to be covered on the group health plan unless specified under a collective bargaining agreement.

Age – For the child of the Subscriber by birth, legal adoption or legal guardianship, coverage will end at the end of the year in which the adult child reaches age 26, unless in the case of permanent and total disability.*

For those groups with coverage for step-children, coverage will end at the end of the year in which the step-child reaches age 19.

Residence - Child may enroll in the group health plan even if he or she is no longer living with a parent, or is not a dependent on a parent's tax return.

Student Status – Child need not be a full-time student to enroll on the plan.

Marital Status – Both married and unmarried adult children of the Subscriber (employee) can enroll on the Subscriber's coverage, however, the coverage does not extend to the Subscriber's adult child's spouse or children.

For those groups with coverage for step-children, step-children must be unmarried.

Employment Status – Adult children of the Subscriber (employee) must not have coverage available to them through their own employment.**

***For grandfathered plans only.*

**NOTE: The term "permanently or totally disabled" as defined in subparagraph Age above, and for whom an application for coverage hereunder is submitted by the Subscriber to Blue Cross Blue Shield, includes any child defined hereafter: the terms "totally and permanently disabled" and "total and permanent disability" as used herein mean any medically determinable physical or mental condition which prevents the dependent from engaging in substantial gainful activity and which can be expected to result in death or to be a long-continued or indefinite duration. The Subscriber shall submit periodically to Blue Cross Blue Shield such evidence as is required of said child's total and permanent disability and determination of eligibility by Blue Cross Blue Shield shall be conclusive.*

Employees must provide appropriate documentation (marriage license, birth certificate, adoption papers, proof of legal guardianship) for any family members who they wish to insure on the Livingston County benefit plans.

Coverage for *Dependent Children* hereunder shall terminate as to any child upon the occurrence of any of the following events:

(1) The end of the year following the child's 26th birthday; except in the case of "total and permanent disability"*;

(2) The end of the year following the step-child's 19th birthday; except in the case of "total and permanent disability"*;

(3) In the case of any such child who was totally and permanently disabled, and upon determination by Blue Cross Blue Shield that such child is no longer totally and permanently disabled;

(4) Upon the adult child's eligibility for group medical, dental, or vision coverage through their employer (for grandfathered plans only);

(5) Upon date of death;

(6) At the time that the coverage of the Subscriber (employee) under this Certification is terminated.

Coverage for *legal Spouse* hereunder shall terminate as to any legal Spouse upon the occurrence of any of the following events:

(1) Upon date of divorce;

(2) Upon date of death;

(3) At the time that the coverage of the Subscriber under this Certification is terminated.

<u>For Grandfathered Plans Only</u>

Please note that if medical, dental, or vision coverage is available to your adult child or becomes available during the year through their employer, he/she is required to take that coverage, even if you or your child feel that the benefits provided under that insurance plan are inferior to those provided by Livingston County and/or if there is a personal cost to having the other coverage. The adult child is eligible to return to the Livingston County health plan if the other source of coverage becomes unavailable, and Livingston County is notified within 30 days of the loss of other coverage.

If it becomes known that the adult child did have other insurance coverage available and you did not notify Livingston County of that coverage, you will be personally responsible for all costs incurred by Livingston County for the entire period of time that the adult child was eligible for the other coverage and/or dually covered. Employees will also be subject to discipline up to and including termination for failure to comply with this disclosure.