



# Health Net Health Plan of Oregon, Inc.

## Domestic Partner Eligibility

### Amending Attachment

The purpose of this schedule is to provide benefits for domestic partners of Subscribers of Subscriber Groups selecting this supplemental benefit in addition to the basic benefits. This schedule is an amending attachment to the Group Medical and Hospital Service Agreement.

Subject to all terms, conditions, exclusions and definitions in the Group Medical and Hospital Service Agreement and its attachments, except as expressly amended by the Benefits provisions of this Schedule, eligible Members are entitled to receive benefits set forth in this schedule upon payment of the relevant premium and Copayments and/or Coinsurance.

**The definition of Dependent in Article 2 – Definitions of the Group Medical and Hospital Service Agreement is amended to read as follows:**

“Dependent” means any member of a Subscriber’s immediate family who is one of the following:

- a. The spouse or Domestic Partner of the Subscriber.
- b. An unmarried child of the Subscriber from birth and extending up to the last day of the month in which that child becomes age 23, including a child who is the subject of a qualified medical child support order requiring the Subscriber to provide health coverage for the child. Proof of compliance with this requirement must be furnished annually.

“Child” means a natural child of the Subscriber, an adopted child of the Subscriber, or a stepchild of the Subscriber during the marriage of the Subscriber and the natural parent, or a child of the Subscriber’s Domestic partner during the Domestic Partnership, but does not include foster children, wards, or children who are under temporary custody of the Subscriber or spouse. “Child” also does not include children of Dependents unless the Subscriber is a court-appointed guardian. Provided, however, that a child who is placed with a Subscriber for the purposes of adoption shall be considered a Dependent of the Subscriber as required by the laws of the State of Washington. Placement for adoption means the assumption and retention by a Subscriber or spouse of a legal obligation for total or partial support of a child in anticipation of the adoption of the child. Coverage of any Dependent child of a Subscriber shall not be terminated by the child’s attaining the limiting age if the child is and continues to be Disabled. Proof of disability must be furnished within 31 days of reaching a limiting age and not more frequently than annually after the first two years of continued coverage. We will not deny Enrollment of a child because the child: (a) was born out of wedlock; (b) is not claimed on the parent’s federal tax return; or (c) does not reside with the parent or within our Service Area.

**The following definition of Domestic Partner is added to Article 2 – Definitions of the Group Medical and Hospital Service Agreement;**

“Domestic Partner” means a person who is in a “Domestic Partnership” with the Subscriber. A Domestic Partnership is defined as:

- a. A relationship of two people 18 years of age or older who are not related by blood closer than first cousins.
- b. A couple that has lived continuously in an exclusive and loving relationship that they intend to maintain for the rest of their lives.
- c. A partnership that includes joint financial accounts and joint financial responsibilities.

The partnership must meet the eligibility requirements established by the Subscriber Group and agreed to by us and the Subscriber must complete an affidavit form approved by us declaring that the relationship meets the definition of Domestic Partnership. The Subscriber is required to provide notice of termination of the relationship.

**The following provision is added to Article 9 – Termination of the Group Medical and Hospital Service Agreement:**

A Domestic Partner losing group coverage under this Agreement because of termination of the Domestic Partnership is not entitled to Federal Continuation of Coverage under Article 11.