UNIVERSITY OF NEW HAMPSHIRE

STUDENT HEALTH BENEFITS PLAN (SHBP)
PLAN DOCUMENT

Revised Effective: September 1, 2015
Originally Effective August 1, 2007

For the most current information regarding the SHBP, refer to the SHBP website at: www.UNH.edu/SHBP
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NOTE: Abbreviations and terms both capitalized and italicized are defined in Section XVIII: Definitions (e.g., Urgent Care). Capitalized terms without italics are either major or Subsection headings in The SHBP Document or are terms used to identify organizations or individuals in Section III: General Information (e.g., Claims Administrator, Plan Administrator). For capitalized terms without italics and with no specific Section reference, see the Table of Contents and/or Section III: General Information.
THIS INSTRUMENT, established by the University of New Hampshire (hereinafter UNH or Plan Sponsor), sets forth the University of New Hampshire Student Health Benefits Plan (hereinafter the SHBP).

A. Establishment of the SHBP. UNH hereby sets forth its student group health plan under the following terms and conditions.

(1) UNH provides the SHBP for the sole purpose of providing health care benefits to the Students covered by the program. SHBP reserve funds are encumbered for the sole purpose of operating the SHBP.

(2) In the event there are surplus reserve funds upon termination of the SHBP, these funds will be used exclusively to provide health care services and/or health education services for the UNH Student population.

(3) SHBP claims/operating funds and SHBP reserve funds earn interest income and are not commingled with other UNH accounts.

(4) Benefits are administered exclusively based on the provisions of the SHBP Document. There are no unpublished Plan provisions. Refer to www.unh.edu/shbp for all documents pertaining to the program and/or links to other applicable UNH policies.

(5) Extra-contractual benefits may be provided only to the extent that the Plan Administrator determines that such benefits are Medically Necessary and result in either (1) improved quality of care for the Covered Person with no substantive difference in the amount of benefit payments that would otherwise be provided by the SHBP, or (2) cost savings for the SHBP. Upon recommendation of the Claims Administrator, any extra-contractual benefits must be reviewed and approved by the Plan Administrator.

B. Effective. The SHBP for the 2015-16 Plan Year, as described herein, is revised effective September 1, 2015, originally effective August 1, 2007.

C. General Provisions. The SHBP is subject to all of the conditions and provisions set forth in this document and subsequent amendments, which are made a part of the SHBP Document.
IN WITNESS WHEREOF, the University of New Hampshire has caused the SHBP to be executed by its duly-authorized representative.

University of New Hampshire

Date

By: ________________________________
Authorized Signature

Title

Printed Name

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The University of New Hampshire (UNH) has prepared this document to help you understand your medical and prescription drug benefits as a **Covered Person** in the Student Health Benefits Plan (SHBP). Please read it carefully. The Schedule of Benefits provides an overview of your coverage.

Abbreviations and terms both capitalized and italicized are defined in **Section XVIII: Definitions** (e.g., Urgent Care). Capitalized terms without italics are either major or Subsection headings in the SHBP Document or are terms used to identify organizations or individuals in **Section III: General Information** (e.g., Claims Administrator, Plan Administrator). For capitalized terms without italics with no specific Section reference, see the Table of Contents and/or **Section III: General Information**.

For United States citizens and permanent residents, treatment or services rendered outside the United States of America or its territories are covered on the same basis as treatment or services rendered within the United States. For international **Students** and their covered dependents, such SHBP benefits are provided only to the extent that they are not covered by any other insurance plan, insurance program, or system of socialized medicine.

Your benefits under the SHBP are affected by certain limitations and conditions designed to encourage you to be a wise consumer of health services and to use only those services you need. Also, benefits are not provided for certain kinds of treatments or services, even if your health care **Provider** recommends them.

You can minimize your out-of-pocket expenses by using **In-Network Providers**. We also encourage you to use the Counseling Center and Health Services at UNH whenever possible. More information about the Counseling Center may be obtained from its website at [www.uhcc.unh.edu](http://www.uhcc.unh.edu). The Health Services website is [www.unh.edu/health-services](http://www.unh.edu/health-services).

If you have questions about any of your coverage, please contact the SHBP’s Claims Administrator: Health Plans Inc., 844-260-9900. By working together, we can help contain medical expenses. Please make note of the following provisions.

**(A) Preferred Provider Networks**

The chosen Preferred Provider Network is a group of **Providers/Practitioners** and **Hospitals** who have agreed to accept a negotiated fee for their services. Preferred Provider Networks may be used by **Covered Persons** to provide most of the Covered Medical Services described in **Section VII** of the SHBP Document. As a **Covered Person** in the SHBP, you maintain the freedom to choose participating or non-participating Providers/Practitioners. Please visit [www.healthplansinc.com/unh](http://www.healthplansinc.com/unh) for a listing of participating Providers/Practitioners.

When you choose a participating **Provider/Practitioner** or **Hospital**, the SHBP contains many advantages because:
(1) you usually pay less out-of-pocket for health care services;

(2) you may change your Provider(s)/Practitioner(s) and/or Hospital at any time, because you are not required to designate a primary care Provider/Practitioner;

(3) your participating Provider(s)/Practitioner(s) and/or Hospital will file claims directly, so you do not have to wait for claim reimbursement; and

(4) you are not responsible for charges over the negotiated fees allowed by the applicable network for the Covered Medical Services described under Section VII of the SHBP Document, but you are responsible for the applicable deductible, copayment, and/or coinsurance amounts.

Please also refer to the important Preadmission/Precertification of care requirements, explained in Section VIII.

(B) Outpatient surgery

If appropriate, consider having surgery performed in the outpatient department of the Hospital, a surgical care center, or a Provider’s/Practitioner’s office. This will eliminate the Hospital room and board charges as well as overnight stays.

(C) Generic Medications

A generic drug is a prescription drug which has the equivalency of the brand name drug with the same use and metabolic disintegration. Whenever possible, request that your Provider(s)/Practitioner(s) prescribe a generic drug if it is the lowest cost option.

(D) Patient and Protection Affordable Care Act (PPACA) and State of New Hampshire Essential Benefits Benchmark Plan

The SHBP fully complies with the benefit requirements, Appeals procedures, and other provisions of the regulations issued by the U.S. Department of Health and Human Services for fully insured student health insurance programs under the Patient Protection and Affordable Care Act (PPACA). The SHBP also fully complies with mandates for covered medical services that are required under the Essential Health Benefits Benchmark Plan adopted by the State of New Hampshire.

You are encouraged to review the preventive care benefits included in the program and the new Appeals procedure. Refer respectively to Sections VI: Required Benefits, and Section XIX-B: Inquiry, Grievance, and Appeals Process.
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<th>University of New Hampshire Student Health Benefits Plan (SHBP).</th>
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<td><strong>Type of Plan</strong></td>
<td>Non-ERISA governed student health benefits plan providing medical and prescription drug benefits on a partially self-funded basis.</td>
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<tr>
<td><strong>Effective</strong></td>
<td>Revised effective September 1, 2015; Originally effective August 1, 2007.</td>
</tr>
</tbody>
</table>
| **Plan Sponsor** | University of New Hampshire Health Services  
4 Pettee Brook Lane  
Durham, NH 03824  
(603) 862-2853 |
| **Group Number** | 006SS1 |
| **Plan Administrator** | Director of Finance and Administration  
Health Services  
University of New Hampshire  
4 Pettee Brook Lane  
Durham, NH 03824  
(603) 862-2853  
www.unh.edu/shbp  
health-services@unh.edu |
| **SHBP Privacy Officer** | Director of Finance and Administration  
Health Services  
(see Plan Administrator contact information) |
| **Claims Administrator** | Health Plans Inc.  
1500 West Park Drive, Suite 330  
Westborough, Massachusetts 01581  
844-260-9900  
http://www.unh.edu/health-services/shbp/ |
| **In-Network Providers** | Harvard Pilgrim Healthcare within *New England* and UnitedHealthcare Options Network for all other locations (refer to [www.healthplansinc.com/unh](http://www.healthplansinc.com/unh)) |
| **University Health Services In-Network Prescription Benefit Administrator** | University of New Hampshire Health Services Pharmacy  
4 Pettee Brook Lane  
Durham, NH 03824 |
Prescription Benefit Manager In-Network Benefit Administrator  
Caremark  
687 W. Allenton Road  
Kingstown, RI 02852  
(888) 862-2699

Medical Evacuation and Repatriation Provider  
Travel Guard  
Inside the US and Canada, dial 877-249-5362 toll-free.  
Outside the US and Canada:  
º Request an international operator.  
º Request the operator to place a collect call to the USA at 715-295-9625.  
º Fax number is 262-364-2203

Agent for Service of Legal Process  
Ronald F. Rodgers  
General Counsel  
University of New Hampshire  
Myers Center  
2700 Concord Road  
Durham, NH 03824  
(603) 862-0960  
FAX: (603) 862-0909

Termination and/or Modification of SHBP  
The Plan Sponsor may terminate the SHBP at the end of any Plan Year, or change the provisions of the SHBP at any time by a written Plan Document amendment signed by a duly-authorized officer of the Plan Sponsor. The consent of any Covered Person is not required to terminate or change the SHBP.

NOTE: The SHBP is not an employer-sponsored health plan. Accordingly, the rules and regulations of the Employee Retirement Income Security Act of 1974 (ERISA), the Consolidated Omnibus Budget Reconciliation Act of 1996 (COBRA), and other federal laws that apply exclusively to employer-sponsored health plans are not applicable to the SHBP. To the extent that the SHBP voluntarily adopts certain practices as described under ERISA, such adoption shall not be deemed to subject the SHBP to ERISA regulation. Similarly, as a partially self-funded health plan, the SHBP is not regulated by the State of New Hampshire’s Department of Insurance.

The federal laws and regulations that are applicable to the SHBP include, but are not limited to, the following.

- Patient Protection and Affordable Care Act (refer to CMS-9981-F).
- Title IX of the Education Amendments of 1972. The SHBP provides pregnancy benefits on the same basis as any other temporary disability.
- Age Discrimination Act of 1975.
• Health Insurance Portability and Accountability Act of 1996 (HIPAA).
• Regulations of the United States Information Agency applicable to visa recipients.

The SHBP fully complies with the benefit requirements mandated in regulations for fully insured student health insurance plans issued by the U.S. Department of Health and Human Services (refer to Federal Register 77 FR 16453) and covered medical services specified under the Essential Health Benefits Benchmark plan adopted by the State of New Hampshire (refer to Section VI, Required Benefits).

It is the policy of UNH to uphold the constitutional rights of all members of the University community and to abide by all United States and New Hampshire State laws and University System of New Hampshire and UNH policies applicable to discrimination and harassment. In accordance with those laws and policies, all members of the UNH community will be responsible for maintaining a university environment that is free of discrimination and harassment based on race, color, religion, sex, age, national origin, sexual orientation, gender identity or expression, disability, veteran status, or marital status. Therefore, no member of UNH may engage in discriminatory or harassing behavior within the jurisdiction of the university that unjustly interferes with any individual's required tasks, career opportunities, learning, or participation in university life.

Full disclosure of UNH’s Affirmative Action and Equity Policy may be found online at http://www.unh.edu/vpsas/handbook/administrative-policies-and-regulations.
A. Eligible Students

Students eligible for the SHBP are defined as:

(1) any full-time domestic undergraduate degree candidate Student (12 or more credits per semester);

(2) full-time exchange students enrolled at UNH (12 or more credit hours per semester);

(3) any full-time domestic graduate degree candidate Student (9 credits or more per semester);

(4) any Student enrolled in a post-baccalaureate certificate program (9 or more credits per semester);

(5) any Student enrolled in Doctoral Research 999 or GRAD 900;

(6) any undergraduate or graduate Student holding an F-1 or J-1 visa (regardless of the number of credit hours or degree candidate status);

(7) any Graduate Assistant or Fellow;

(8) any part-time undergraduate or graduate Student (fewer than 9 credits per semester), but eligibility is limited to the spring semester and only if the Student had been enrolled in the SHBP in the previous fall semester and is in the last semester of his/her educational program;

(9) Students (a) who otherwise meet the eligibility requirements specified in this Section, (b) were covered by the SHBP in the Coverage Period immediately preceding the period for which this eligibility provision applies, and (c) who are enrolled in a UNH program that has a Coverage Period that differs from the semester or summer session Coverage Periods specified in the SHBP brochure (coverage will be provided on a pro-rated monthly basis for this class of eligible Students); or

(10) other classes of Students determined by UNH to be eligible for the SHBP, and officially published by amendment to the SHBP Document, as being eligible for the SHBP.

Any Student who does not meet one of the classifications listed above is not eligible to enroll in the SHBP. Refer to Section XIII, When Coverage Ends, for provisions relating to the termination of coverage under the SHBP, including loss of SHBP Eligibility. Refunds for the cost of coverage under the SHBP are provided only to Students who enter into the Uniformed Services.
Eligible Students may choose to participate in the SHBP during the Annual Open Enrollment Period with coverage commencing on the first day of the Plan Year or the first day of the Coverage Period (the Effective Date). The Effective Date will be earlier than the first day of the Plan Year if the Student is required by UNH to be on campus or participate in a UNH-sponsored activity or program. In no event will the Effective Date be more than twenty (20) days earlier than the first day of the Plan Year.

The requirements for Students to have health insurance are established by UNH under policies published separately from the SHBP Document.

Eligible Students must enroll each Plan Year by the enrollment deadlines established by the Plan Administrator. Students who have other health insurance will be able to waive coverage under the SHBP if their insurance meets or exceeds the waiver criteria established and published by the Plan Administrator. All waivers must be received by the Plan Administrator by the due dates established and published by the Plan Administrator each Plan Year. Otherwise, eligible Students will be automatically enrolled in and charged for the SHBP.

Each Student who meets the eligibility requirements of the SHBP and who submits an enrollment application that has been approved by the Plan Administrator (or who is automatically enrolled per the terms of the SHBP) shall become a Covered Student.

B. Qualified Late Enrollees

Students may be approved to enroll in the SHBP after the Plan Year’s enrollment deadline under the provision established in this Section. Eligible Students may include those who enroll at UNH in the spring semester, or those who Involuntarily Lose eligibility under a group health insurance plan either due to a loss of employment or to attainment of a maximum age to be covered under their parent’s plan. Such Students will be Qualified Late Enrollees for the SHBP if they request enrollment from the Plan Administrator within thirty (30) days of the Involuntary Loss of their group health insurance plan, or within the enrollment deadlines for spring semester Students as established by the Plan Administrator. Qualified Late Enrollees may also enroll their Eligible Dependents in the SHBP. Documentation of Involuntary Loss of coverage must be provided to the Plan Administrator. The cost of the SHBP is pro-rated for Qualified Late Enrollees on a monthly basis. The Effective Date will be the first of the month in which the Student Involuntarily Loses his or her health insurance.

Qualified Late Enrollees also includes any eligible student who is discovered to be without health insurance and who has not yet attained age 19.

C. Unqualified Late Enrollees

Any eligible Student who is subject to the University of New Hampshire’s insurance requirement and is found to be uninsured during the Plan Year (and is not a Qualified Late Enrollee) will be required to enroll in the SHBP and charged for the full year cost regardless of the effective date of coverage under the SHBP. Unqualified Late Enrollees cannot
purchase dependent coverage under the SHBP until the next Annual Open Enrollment Period.

D. Eligible Dependents

An Eligible Dependent is one of the following:

1. A person who is the husband or wife of the Covered Student. Such person may also be referred to as a spouse under the terms of the SHBP.

2. A child of the Covered Student who has not attained the age of 26 and who meets the following requirements is an Eligible Dependent:
   - a natural child;
   - a stepchild by legal marriage;
   - a child who has been legally adopted by the Covered Student or placed with the Covered Student for adoption by a court of competent jurisdiction; or
   - a child for whom legal guardianship has been awarded, provided that the child legally resides with the Covered Student in a parent-child relationship for more than one-half of the taxable year, must not have provided more than one-half of his or her own support in that year, or be the subject of a Qualified Medical Child Support Order (as described later in this Section).

3. A child who meets any of the requirements in (a) through (d) above and who is permanently and Totally Disabled (as defined in Internal Revenue Code Section 22(e)(B)) at any time during the calendar year in which the Covered Student begins coverage is an Eligible Dependent. The Plan Administrator may require, at reasonable intervals during the two years following the child’s 26th birthday, subsequent proof of the child’s incapacity and dependency. After such two-year period, the Plan Administrator may require subsequent proof not more than once each year. The Plan Administrator has the right to have such child examined by a Provider/Practitioner of the Plan Administrator’s choice to determine the existence of such incapacity.

4. A same-sex domestic partner is an Eligible Dependent. In order to obtain SHBP coverage for a same-sex domestic partner, the Covered Student must file an Affidavit of Domestic Partnership (Spousal Equivalency) with the Plan Administrator and declare and acknowledge that the Covered Student and his/her same-sex domestic partner meet the following criteria:
   - they are at least 18 years of age and mentally competent to consent to the contract.
• they are not related by blood to a degree of closeness which would prohibit legal marriage in the state in which they legally reside:

• they reside together in the same residence and intend to do so indefinitely;

• they are jointly responsible for each other’s common welfare and financial obligations;

• neither person is married to another person under the laws of the state in which they reside; and

• the two parties are each other’s sole same-sex domestic partner and intend to remain so indefinitely.

It is further understood, acknowledged, and agreed that:

• The Covered Student shall provide the Plan Administrator with a valid copy of registration of domestic partnership (if any), that may be of record and filed with the partner’s city, county, or other municipal registry.

• The Covered Student shall immediately notify the Plan Administrator of any changes in the status of his or her same-sex domestic partnership. The Student must file a Statement of Domestic Partner Termination with the Plan Administrator within thirty (30) days of the earlier of: (1) the death of the domestic partner; or (2) the date of termination of the domestic partnership.

• The Covered Student will be financially liable for the reimbursement of any Expenses Incurred as a result of any false or misleading statements contained in the aforementioned Affidavit or accompanying written documentation.

• Any coverage afforded the same-sex domestic partner will be in consideration of said Affidavit and accompanying written documentation being true, complete, and accurate. The same-sex domestic partner shall not be considered for coverage until said Affidavit and accompanying written documentation is completed, returned, and found to be satisfactory to the Plan Administrator.

• The Affidavit and accompanying written documentation will be maintained by the Plan Administrator as a confidential personal document and shall not be disclosed in the absence of a written consent, except as necessary to provide benefits or as otherwise required by law.

(5) Children of a same-sex domestic partner are Eligible Dependents.
If husband and wife (or both same-sex domestic partners) are both Covered Students, each can be covered individually or as the Eligible Dependent of the other. Neither can be covered both as a Covered Student and as an Eligible Dependent. Only one of the two covered spouses/partners may cover Eligible Dependents.

Except as provided under Subsection B: Qualified Late Enrollees and Subsection C: Unqualified Late Enrollees of this Section IV, each Eligible Dependent will be eligible to participate in the SHBP beginning with the latest of the following dates, provided the Plan Administrator is notified in writing within thirty-one (31) days of such event and the Covered Student has agreed to pay any required contribution for such coverage:

- the date the Covered Student’s coverage begins, provided the Covered Student enrolled all Eligible Dependents on or before the date on which such Covered Student’s participation commenced hereunder;

- the date of enrollment, if the Covered Student enrolls all Eligible Dependents within thirty-one (31) days of the Covered Student’s own eligibility date;

- the date the Covered Student enrolls the Eligible Dependent, if the enrollment is within thirty-one (31) days of the date any new Eligible Dependent is acquired and proof of Eligible Dependent status is furnished (A newborn Eligible Dependent, born to either a male or female Covered Student, is not considered to be acquired until the Eligible Dependent’s birth.); or

- in the case of an adopted child, the date the child is placed with the Covered Student for adoption by a court of competent jurisdiction, as defined in Subsection E of this Section IV.

E. Adopted Child Provision

Eligible Dependent children placed for adoption with a Covered Student shall be eligible for coverage under the same terms and conditions as Eligible Dependent children who are natural children of Covered Students, whether or not the adoption has become final. Coverage under the SHBP shall not be restricted for any Eligible Dependent child adopted by the Covered Student or placed with a Covered Student for adoption if the adoption or placement for adoption occurs while the Covered Student is enrolled in the SHBP.

In connection with any adoption, or placement for adoption of a child, the term “child” as used in this Section only means a person who has not attained age 26 as of the date of such adoption or placement for adoption. The terms “placement” or “being placed for adoption” with any person means: the assumption and retention by such person of a legal obligation for total or partial support of such child in anticipation of adoption of such child. The child’s placement with such person terminates upon the termination of such legal obligation.

The child’s placement for adoption terminates upon the termination of such legal obligations. In such an event, the child’s coverage shall cease after the last day of the month the
placement is terminated unless coverage must be continued pursuant to a Qualified Medical Child Support Order.

F. Coverage Pursuant to a Qualified Medical Child Support Order

Certain Eligible Dependents shall be provided benefits in accordance with applicable requirements of any Qualified Medical Child Support Order, provided that such order does not require the SHBP to provide any type or form of benefit, or any option under the SHBP, not otherwise provided under the SHBP, except to the extent necessary to meet the requirements of law relating to medical child support described in Section 1908 of the Social Security Act (as added by Section 4301 of the Omnibus Budget Reconciliation Act of 1993). A Covered Student may obtain a copy of the Qualified Medical Child Support Order procedures from the Plan Administrator.

An Alternate Recipient shall mean: any child of a Covered Student who is recognized under a Medical Child Support Order as having a right to enroll under the SHBP with respect to such Covered Person.

Any payment of benefits made by the SHBP pursuant to a Medical Child Support Order in reimbursement for expenses paid by an Alternate Recipient or an Alternate Recipient’s custodial parent or legal guardian shall be made to the Alternate Recipient or the Alternate Recipient’s custodial parent or legal guardian. The terms “Qualified Medical Child Support Order” and “Medical Child Support Order” are defined in Section 609 of ERISA.
### Prescription Drug Benefit

<table>
<thead>
<tr>
<th>Prescription Drugs</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Benefit applies only to covered medications as defined in the Plan Document. Dispensing limits may apply in accordance with federal and/or state regulations.</td>
<td><strong>Tier One Prescriptions copayments:</strong> (applies to prescriptions filled at UNH Health Services Pharmacy)</td>
</tr>
<tr>
<td></td>
<td><strong>Generic</strong>: $10 (up to a 30-day supply)</td>
</tr>
<tr>
<td></td>
<td><strong>Preferred Brand</strong>: $25 (up to a 30-day supply)</td>
</tr>
<tr>
<td></td>
<td><strong>Non-Preferred Brand</strong>: $40 (up to a 30-day supply)</td>
</tr>
<tr>
<td></td>
<td><strong>Tier Two Prescriptions copayments:</strong> (applies to prescriptions filled through a Caremark Retail Pharmacy)</td>
</tr>
<tr>
<td></td>
<td><strong>Generic</strong>: $10 (up to a 30-day supply)</td>
</tr>
<tr>
<td></td>
<td><strong>Preferred Brand</strong>: $30 (up to a 30-day supply)</td>
</tr>
<tr>
<td></td>
<td><strong>Non-Preferred Brand</strong>: $50 (up to a 30-day supply)</td>
</tr>
<tr>
<td></td>
<td>$0 for generic contraceptive medications or <em>Medically Necessary</em> brand contraceptive medications at either Tier One or Tier Two pharmacy.</td>
</tr>
<tr>
<td></td>
<td><strong>Note</strong>: Covered Persons pay prescription drug copayments which accumulate toward the prescription drug Out-of-Pocket Maximums. Once the prescription drug Out-of-Pocket Maximums have been met, prescription drugs are covered at 100% the remainder of the Plan Year.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual Out-Of-Pocket Expense Limit</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual: $1,000 – Separate from the Annual Out-of-Pocket Maximum Expense Limit for Medical Benefits.</td>
<td></td>
</tr>
<tr>
<td>Family: $3,000.</td>
<td></td>
</tr>
<tr>
<td>Outpatient prescription drug copayments/coinsurance do not count toward satisfaction of the Annual Out-of-Pocket Maximum Expense Limit for Medical Benefits.</td>
<td></td>
</tr>
</tbody>
</table>

*This applies to *Students* at Durham, Manchester, and UNH Law campuses.*
<table>
<thead>
<tr>
<th>MEDICAL BENEFITS</th>
<th>IN-NETWORK PROVIDERS</th>
<th>OUT-OF-NETWORK PROVIDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lifetime Maximum</strong></td>
<td>Unlimited</td>
<td>Unlimited</td>
</tr>
<tr>
<td><strong>Annual Plan Year Deductible</strong></td>
<td>Not Applicable – In-network benefits are generally subject to a copayment for each service provided.</td>
<td>Per Covered Person: $250</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Family: $1,000</td>
</tr>
<tr>
<td><strong>Coinsurance</strong></td>
<td>Following satisfaction of any required copayment, the SHBP reimburses Covered Expenses at 85% of the Contracted Rate amount (unless otherwise stated) up to the Annual Out-of-Pocket Maximum Expense Limit.</td>
<td>Following satisfaction of the annual Plan Year deductible, the SHBP reimburses Covered Expenses up to 80% of Allowed Amounts.</td>
</tr>
<tr>
<td></td>
<td>The SHBP provides 100% coverage for Covered Expenses once your annual out-of-pocket expense maximum is reached.</td>
<td>The SHBP provides 100% coverage for Reasonable and Customary Charges for Covered Expenses once your annual out-of-pocket expense maximum is reached.</td>
</tr>
<tr>
<td><strong>Annual Medical Out-of-Pocket Maximums</strong> (Including the Plan Year deductible, copayments, and, coinsurance)</td>
<td>Individual: $2,250 per Covered Person, per Plan Year. ($3,250 including prescription drugs). Family: $7,000. ($10,000 including prescription drugs)</td>
<td>Individual: $6,350 per Covered Person, per Plan Year. Family: $19,050.</td>
</tr>
<tr>
<td><strong>Annual Prescription Drug Out-of-Pocket Maximums</strong></td>
<td>$1,000. Refer to the Schedule of Benefits for Prescription Drugs.</td>
<td>Out-of-Pocket costs for Prescription Drugs (see requirements in Prescription Drugs Schedule of Benefits) count toward the Out-of-Network Annual Medical Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>
## MEDICAL BENEFITS

<table>
<thead>
<tr>
<th>Preventive Care</th>
<th>IN-NETWORK PROVIDERS</th>
<th>OUT-OF-NETWORK PROVIDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preventive care services, as specified in <strong>Section VI, Required Benefits</strong>, are covered in compliance with the Patient Protection and Affordable Care Act (PPACA) for (1) any covered services that are not available at UNH Health Services or (2) for services provided when the SHBP-Covered Person is away from the Durham Area. These limitations do not apply to SHBP-Covered Persons enrolled on the Manchester campus of UNH or children enrolled in the SHBP.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preventive care services, as specified in <strong>Section VI, Required Benefits</strong>, are covered in compliance with the Patient Protection and Affordable Care Act (PPACA) for (1) any covered services that are not available at UNH Health Services or (2) for services provided when the SHBP-Covered Person is away from the Durham Area. These limitations do not apply to SHBP-Covered Persons enrolled on the Manchester campus of UNH or children enrolled in the SHBP.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Not Covered</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

$0 Copayment/$0 Coinsurance.

For SHBP-Covered Persons, students and spouses in the Durham campus, benefits are covered only at UNH Health Services, except as specifically provided.

Certain other preventive care services are provided in addition to the mandated coverage under the PPACA. Refer to other Sections of the Schedule of Benefits for copayment and coinsurance requirements.

Not Covered

### Pediatric Dental Benefits and Pediatric Vision Benefits

Refer to **Section VI, Required Benefits**

Not Covered

### State of New Hampshire Required Benefits Under Essential Health Benefits Benchmark Plan

Refer to **Section VI, Required Benefits**

### Routine Newborn Care – In Hospital (Including Provider/Practitioner visits and circumcision)

85% (150 copayment per admission is waived).

80% of Allowed Amounts (after annual Plan Year deductible).

### Allergy Injections (If not billed with an office visit)

85%.

80% of Allowed Amounts (after annual Plan Year deductible).

### Anesthesia (Inpatient/Outpatient)

85%.

80% of Allowed Amounts (after annual Plan Year deductible).
### MEDICAL BENEFITS

<table>
<thead>
<tr>
<th></th>
<th>IN-NETWORK PROVIDERS</th>
<th>OUT-OF-NETWORK PROVIDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Maternity Care for Provider/Practitioner Services</strong> (Includes prenatal care, delivery, and postpartum care)</td>
<td>$0 copayment per visit. 100% coverage.</td>
<td>Maternity Care (Includes prenatal care, delivery, and postpartum care) for Provider/Practitioner Services</td>
</tr>
<tr>
<td><strong>Second and Third Surgical Opinion</strong></td>
<td>85%.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td><strong>Surgery</strong> (Inpatient and outpatient Providers)</td>
<td>$100 copayment per surgery, then 85% coverage thereafter.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td><strong>Provider/Practitioner Home and Office Visits Charges</strong> Including diagnostic Lab, X-ray, and Clinic Tests that are billed by the Provider/Practitioner.</td>
<td>$30 copayment per visit, then 100% coverage thereafter.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td><strong>Provider/Practitioner Hospital Visits</strong></td>
<td>85%.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td><strong>Urgent Care Services</strong></td>
<td>$40 copayment per visit, then 85% coverage thereafter.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
</tbody>
</table>

**Preadmission/Precertification for Inpatient Hospitalizations Required:** All inpatient hospitalizations should be certified or coinsurance may be reduced for In-Network Provider services and Out-of-Network Provider services. Contact Complex Case Management at (844) 260-9900 to certify a Hospital stay – including Emergency Medical Services – within 48 hours. Refer to **Section VIII** entitled Preadmission/Precertification for a more complete explanation.

<p>| <strong>Birthing Center</strong> | $250 copayment per admission, then 85% coverage thereafter. | 80% of Allowed Amounts (after annual Plan Year deductible). |
| <strong>Hospital Room and Board</strong> | $250 copayment per admission, then 85% coverage thereafter of the Hospital’s semi-private room rate and special care unit. | 80% of Allowed Amounts of the Hospital’s semi-private room rate and special care unit (after annual Plan Year deductible). |
| <strong>Hospital Miscellaneous Expenses</strong> | 85%.                                               | 80% of Allowed Amounts (after annual Plan Year deductible). |</p>
<table>
<thead>
<tr>
<th>MEDICAL BENEFITS</th>
<th>IN-NETWORK PROVIDERS</th>
<th>OUT-OF-NETWORK PROVIDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intensive Care Unit</td>
<td>$150 copayment per admission, then 85% coverage thereafter.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Maternity Services</td>
<td>$150 copayment per admission, then 85% coverage thereafter.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Newborn Care – In Hospital (Including Provider/Practitioner visits and circumcision)</td>
<td>100% ($150 copayment is waived).</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Organ Transplants (Limitations Apply. Refer to Section VII: Covered Medical Services, Subsection EE: Organ Transplant Benefits)</td>
<td>$150 copayment per admission, then 85% coverage thereafter.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Surgical Facilities and Supplies</td>
<td>85%.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Clinic Services (At a Hospital)</td>
<td>$30 copayment per visit, then 100% coverage thereafter.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Emergency Room Expenses – Medically Necessary (Facility, Lab, X-ray, and Provider/Practitioner services). Copayment/Deductible is waived if admitted.</td>
<td>$100-copayment per visit, then 85% coverage thereafter.</td>
<td>$100 copayment per visit, then 85% coverage thereafter.</td>
</tr>
<tr>
<td>Outpatient Hospital Departments</td>
<td>85%.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Outpatient Surgery in Hospital, Ambulatory Surgical Center, etc.</td>
<td>$100 copayment per surgery, then 85% coverage thereafter.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Preadmission Testing</td>
<td>85%.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
</tbody>
</table>
**MENTAL HEALTH/SUBSTANCE ADDICTION/ABUSE CARE***

<table>
<thead>
<tr>
<th><strong>IN-NETWORK PROVIDERS</strong></th>
<th><strong>OUT-OF-NETWORK PROVIDERS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient Mental Health Treatment and Alcoholism and Substance Addiction/Abuse Treatment (Includes Provider/Practitioner visits).</td>
<td>Covered on the same basis as inpatient medical benefits. 80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Partial Day/Intensive Outpatient Care.</td>
<td>100%. 80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Outpatient Mental Health Treatment/Alcoholism and Substance Addiction/Abuse Treatment</td>
<td>$15 copayment per visit, then 100% coverage thereafter. 80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
</tbody>
</table>

* The SHBP fully complies with federally mandated mental health benefits coverage.
<table>
<thead>
<tr>
<th>OTHER SERVICES AND SUPPLIES</th>
<th>IN-NETWORK PROVIDERS</th>
<th>OUT-OF-NETWORK PROVIDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acupuncture</td>
<td>$30 copayment per visit, then 85% coverage thereafter up to a maximum 10 visits per person, per Plan Year.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Ambulance Services</td>
<td>$100 copayment per trip, then 85% coverage thereafter.</td>
<td>$100 copayment per trip, then 85% of Allowed Amounts (deductible waived).</td>
</tr>
<tr>
<td>Cardiac Rehabilitation</td>
<td>$30 copayment per visit, then 85% coverage thereafter up to a maximum 12-week* program per person, per cardiac event.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible) up to a maximum 12-week* program per person, per cardiac event.</td>
</tr>
<tr>
<td>Chemotherapy and Radiation Therapy</td>
<td>85%.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Physical Therapy Services</td>
<td>$30 copayment per visit, then 85% coverage thereafter.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Physical Therapy services are subject to a maximum benefit of 20 visits per Plan Year.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chiropractic Services</td>
<td>$30 copayment per visit, then 85% coverage thereafter.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Chiropractic services are subject to a maximum benefit of 12 visits per Plan Year.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dental Care (Limited to treatment of Injury to sound natural teeth)</td>
<td>85%.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Refer also to Section VI, Required Benefits, for Pediatric Dental Benefits.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diabetes Self-Management Education and Training</td>
<td>$30 copayment per visit, then 85% thereafter.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Diagnostic X-ray, Lab and Other Clinical Tests</td>
<td>85%.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
</tbody>
</table>
## Other Services and Supplies

<table>
<thead>
<tr>
<th><strong>Other Services and Supplies</strong></th>
<th><strong>In-Network Providers</strong></th>
<th><strong>Out-of-Network Providers</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Diagnostic Imaging</strong> (e.g., PET, CAT, DEXA, MRI scans, and ultrasound)</td>
<td>$100 copayment per procedure, then 85% coverage thereafter.</td>
<td>80% of <em>Allowed Amounts</em> (after annual <em>Plan Year deductible</em>).</td>
</tr>
<tr>
<td><strong>Hearing Aids</strong></td>
<td>85% (after Deductible waived)</td>
<td>80% <em>Allowed Amount</em> (after annual <em>Plan Year deductible</em>).</td>
</tr>
<tr>
<td><strong>Limits:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 18 and under: 1 hearing aid each time prescription changes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Over age 18: $1500 limit per aid every 60 months</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Hemodialysis</strong></td>
<td>85%</td>
<td>80% of <em>Allowed Amounts</em> (after annual <em>Plan Year deductible</em>).</td>
</tr>
<tr>
<td><strong>Home Health Care</strong></td>
<td>85%</td>
<td>80% of <em>Allowed Amounts</em> (after annual <em>Plan Year deductible</em>).</td>
</tr>
<tr>
<td><strong>Home Hospice Care</strong></td>
<td>85%</td>
<td>80% of <em>Allowed Amounts</em> (after annual <em>Plan Year deductible</em>).</td>
</tr>
<tr>
<td><strong>Durable Medical Equipment</strong></td>
<td>85%</td>
<td>80% of <em>Allowed Amounts</em> (after annual <em>Plan Year deductible</em>).</td>
</tr>
<tr>
<td><strong>Elective Termination of Pregnancy</strong></td>
<td>85%</td>
<td>80% of <em>Allowed Amounts</em> (after annual <em>Plan Year deductible</em>).</td>
</tr>
<tr>
<td><strong>Metabolic Formula and Special Modified Low Protein Food Products</strong></td>
<td>85%;</td>
<td>80 of <em>Allowed Amounts</em> (after annual <em>Plan Year deductible</em>).</td>
</tr>
<tr>
<td><strong>Occupational Therapy</strong></td>
<td>$30 copayment per visit, then 85% coverage thereafter.</td>
<td>80% of <em>Allowed Amounts</em> (after annual <em>Plan Year deductible</em>).</td>
</tr>
<tr>
<td>OTHER SERVICES AND SUPPLIES</td>
<td>IN-NETWORK PROVIDERS</td>
<td>OUT-OF-NETWORK PROVIDERS</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Private Duty Nursing</td>
<td>85%</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Skilled Nursing/Extended Care/Rehabilitation Facility</td>
<td>85%</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Speech Therapy</td>
<td>$30 copayment per visit, then 85% coverage thereafter.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Temporomandibular Joint Disorders (TMJ) – Diagnosis Only</td>
<td>$30 copayment per visit, then 85% coverage thereafter.</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Wigs (when hair loss is due to cancer, a medical condition, or Injury)</td>
<td>85%</td>
<td>80% of Allowed Amounts (after annual Plan Year deductible).</td>
</tr>
<tr>
<td>Repatriation</td>
<td>100% percent coverage of actual charges up to a maximum benefit of $10,000. Transportation arrangements must be coordinated and approved by Travel Guard.</td>
<td></td>
</tr>
<tr>
<td>Emergency Medical Evacuation</td>
<td>100% coverage of Allowed Amounts for Medically Necessary transportation to return student to his or her home country or permanent residence. Transportation arrangements must be coordinated and approved by Travel Guard.</td>
<td></td>
</tr>
</tbody>
</table>

*These are combined maximums for In-Network Providers and Out-of-Network Providers.*
Preventive Care Benefits are provided by the SHBP in full compliance with the terms prescribed by the regulations issued under the Patient Protection and Affordable Care Act (PPACA) of 2010, as may be amended from time to time, if the service or supply is available at UNH Health Services. This limitation does not apply for services received at In-Network Providers if:

- the PPACA Preventive Care mandated service or supply is not provided by UNH Health Services;
- the Student receives the service or supply outside of the Durham Area; or
- the SHBP-Covered Person is not eligible to obtain the service or supply from the UNH Health Service.

PPACA Preventive Care Benefits are provided at 100% percent reimbursement as specified in the Schedule of Benefits for services received at UNH Health Services and services received at In-Network Providers as specified in this Section.

The SHBP also provides certain preventive care benefits and services that exceed requirements of the PPACA; these benefits and services are provided in the Section entitled Covered Medical Services, and are provided pursuant to the Schedule of Benefits.

PPACA Preventive Care Benefits are subject to change, pursuant to determinations by the U.S. Department of Health and Human Services and the U.S. Preventive Services Task Force. Specific services may be covered based on the recommended frequency, age and gender. For additional detail about the coverage levels, please go to www.HealthCare.gov or refer to the SHBP website for updates.

A. Covered Preventive Services for Adults (age 19 or over)

- Abdominal aortic aneurysm one-time screening for men of specified ages who have ever smoked.
- Alcohol misuse screening and counseling.
- Aspirin use for men and women of certain ages.
- Blood pressure screening for all adults.
- Cholesterol screening for adults of certain ages or at higher risk.
- Colorectal cancer screening for adults over age 50.
- Depression screening for adults.
- Type 2 diabetes screening for adults with high blood pressure.
- Falls prevention in older adults
- Diet counseling for adults at higher risk for chronic disease.
- HIV screening for all adults at higher risk.
- Immunization vaccines for adults (doses, recommended ages, and recommended populations vary):
  - hepatitis a
  - hepatitis b
  - herpes zoster
  - human papillomavirus
Required Benefits  Section VI

- influenza (flu shot)
- measles, mumps, rubella
- meningococcal
- pneumococcal
- tetanus, diphtheria, pertussis
- varicella

- Lung cancer screening
- Obesity screening and counseling for all adults
- Sexually Transmitted Infection (STI) prevention counseling for adults at higher risk
- Tobacco Use screening for all adults and cessation interventions for tobacco users
- Syphilis screening for all adults at higher risk

B. Covered Preventive Services for Women, Including Pregnant Women

- Anemia screening on a routine basis for pregnant women.
- Bacteriuria urinary tract or other infection screening for pregnant women.
- BRCA risk assessment and genetic counseling/testing for women at higher risk.
- Breast cancer preventive medications.
- Breast cancer mammography screenings every 1 to 2 years for women over 40 years.
- Breast cancer chemoprevention counseling for women at higher risk.
- Breastfeeding comprehensive support and counseling from trained providers, as well as access to breastfeeding supplies, for pregnant and nursing women.
- Cervical cancer screening for sexually active women.
- Chlamydia infection screening for younger women and other women at higher risk.
- Contraception: Food and Drug Administration-approved contraceptive methods, sterilization procedures, and patient education and counseling, not including abortifacient drugs.
- Domestic and interpersonal violence screening and counseling for all women.
- Folic acid supplements for women who may become pregnant.
- Gestational diabetes screening for women 24 to 28 weeks pregnant and those at high risk of developing gestational diabetes.
- Gonorrhea screening for all women at higher risk.
- Hepatitis B screening for pregnant women at their first prenatal visit.
- Human Immunodeficiency Virus (HIV) screening and counseling for sexually active women.
- Human papillomavirus (HPV) DNA Test: high risk HPV DNA testing every three years for women with normal cytology results who are age 30 or older.
- Osteoporosis screening for women over age 60 depending on risk factors.
- Rh Incompatibility screening for all pregnant women and follow-up testing for women at higher risk.
- Tobacco screening and interventions for all women, and expanded counseling for pregnant tobacco users.
- Sexually transmitted infections (STI) counseling for sexually active women.
- Syphilis screening for all pregnant women or other women at increased risk.
• Well-woman visits to obtain recommended preventive services for women under age 65.

C. Covered Preventive Services for Children

• Alcohol and Drug Claims Administrator assessments for adolescents.
• Autism screening for children at 18 and 24 months.
• Behavioral assessments for children of all ages (up to age 18).
• Blood Pressure screening for children (up to age 18)
• Cervical Dysplasia screening for sexually active females.
• Congenital Hypothyroidism screening for newborns.
• Depression screening for adolescents.
• Developmental screening for children under age 3, and surveillance throughout childhood.
• Dyslipidemia screening for children at higher risk of lipid disorders (up to age 18).
• Fluoride chemoprevention supplements for children without fluoride in their water source.
• Gonorrhea preventive medication for the eyes of all newborns.
• Hearing screening for all newborns.
• Height, weight and body mass index measurements for children. (ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years)
• Hematocrit or hemoglobin screening for children.
• Hemoglobinopathies or sickle cell screening for newborns.
• HIV screening for adolescents at higher risk.
• Immunization vaccines for children from birth to age 18 (doses, recommended ages, and recommended populations vary) including:
  o diphtheria, tetanus, pertussis
  o haemophilus influenzae type b
  o hepatitis a
  o hepatitis b
  o human papillomavirus
  o inactivated poliovirus
  o influenza (flu shot)
  o measles, mumps, rubella
  o meningococcal
  o pneumococcal
  o rotavirus
  o varicella
• Iron supplements for children ages 6 to 12 months at risk for anemia.
• Lead screening for children at risk of exposure.
• Medical history for all children throughout development. (ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years)
• Obesity screening and counseling.
• Oral health risk assessment for young children (ages: 0 to 11 months, 1 to 4 years, 5 to 10 years).
• Phenylketonuria (PKU) screening for this genetic disorder in newborns.
• Sexually transmitted Infection (STI) prevention counseling and screening for adolescents at higher risk.
• Skin cancer behavioral counseling.
• Tobacco use counseling and interventions for those who use tobacco products and to prevent use of tobacco products.
• Tuberculin testing for children at higher risk of tuberculosis (ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, and 15 to 17 years).
• Vision screening for all children.

D. Pediatric Dental Benefits

The dental benefits described in this dental plan are limited to Covered Persons who are under age 19 (from birth through age 18). No benefits are provided for a Covered Person who is age 19 or older.

Annual Deductible: $0

Your deductible each plan year: $0

Your out-of-pocket maximum each Plan Year: $1,000

<table>
<thead>
<tr>
<th>Group 1—Preventive Services and Diagnostic Services</th>
<th>Schedule of Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oral Exams</td>
<td>100% (no Deductibles, Co-payments, or Coinsurance)</td>
</tr>
<tr>
<td>• One complete initial oral exam per provider or location (includes initial history and charting of teeth and supporting structures).</td>
<td></td>
</tr>
<tr>
<td>• Periodic or routine oral exams; twice in 12 months.</td>
<td></td>
</tr>
<tr>
<td>• Oral exams for a member under age three; twice in 12 months.</td>
<td></td>
</tr>
<tr>
<td>• Limited oral exams; twice in 12 months.</td>
<td></td>
</tr>
<tr>
<td>X-rays</td>
<td></td>
</tr>
<tr>
<td>• Single tooth x-rays; no more than one per visit.</td>
<td></td>
</tr>
<tr>
<td>• Bitewing x-rays; twice in 12 months.</td>
<td></td>
</tr>
<tr>
<td>• Full mouth x-rays; once in 36 months per provider or location.</td>
<td></td>
</tr>
<tr>
<td>• Panoramic x-rays; once in 36 months per provider or location.</td>
<td></td>
</tr>
<tr>
<td>Routine Dental Care</td>
<td></td>
</tr>
<tr>
<td>• Routine cleaning, minor scal-</td>
<td></td>
</tr>
<tr>
<td>Group 2—Basic Restorative Services</td>
<td>Schedule of Benefits</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Fillings</td>
<td></td>
</tr>
<tr>
<td>• Amalgam (silver) fillings; one filling per tooth surface in 12 months.</td>
<td>80% Coinsurance.</td>
</tr>
<tr>
<td>• Composite resin (white) fillings; one filling per tooth surface in 12 months (for primary, back teeth, payment for a composite filling will not be more than the amount allowed for an amalgam filling).</td>
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</tr>
<tr>
<td>Root Canal Treatment</td>
<td></td>
</tr>
<tr>
<td>• Root canals on permanent teeth; once per tooth.</td>
<td></td>
</tr>
<tr>
<td>• Vital pulpotomy.</td>
<td></td>
</tr>
<tr>
<td>• Retreatment of prior root canal on permanent teeth; once per tooth in 24 months.</td>
<td></td>
</tr>
<tr>
<td>• Root end surgery on permanent teeth; once per tooth.</td>
<td></td>
</tr>
<tr>
<td>Crowns (see also Group 3)</td>
<td></td>
</tr>
<tr>
<td>• Prefabricated stainless steel crowns; once per tooth (primary and permanent)</td>
<td></td>
</tr>
<tr>
<td>Gum treatment</td>
<td></td>
</tr>
<tr>
<td>• Periodontal scaling and root planing; once per quadrant in 36 months</td>
<td></td>
</tr>
<tr>
<td>• Periodontal surgery; once per quadrant in 36 months</td>
<td></td>
</tr>
<tr>
<td>Prosthetic maintenance</td>
<td></td>
</tr>
<tr>
<td>• Repair of partial or complete dentures and bridges; once in 12 months</td>
<td></td>
</tr>
<tr>
<td>• Reline or rebase partial or complete dentures; once in 24 months</td>
<td></td>
</tr>
<tr>
<td>• Recementing of crowns, inlays, onlays, and fixed bridgework; once per tooth</td>
<td></td>
</tr>
<tr>
<td>Oral surgery</td>
<td></td>
</tr>
<tr>
<td>• Simple tooth extractions; once per tooth</td>
<td></td>
</tr>
<tr>
<td>Requirements</td>
<td></td>
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<tr>
<td>--------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>• Erupted or exposed root removal; once per tooth</td>
<td></td>
</tr>
<tr>
<td>• Surgical extractions; once per tooth (approval required for complete, boney impactions)</td>
<td></td>
</tr>
<tr>
<td>• Other necessary oral surgery</td>
<td></td>
</tr>
</tbody>
</table>
## Required Benefits

### Group 3—Major Restorative Services

<table>
<thead>
<tr>
<th>Schedule of Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>80% Coinsurance</td>
</tr>
</tbody>
</table>

**Crows**
- Resin crowns; once per tooth in 60 months
- Porcelain/ceramic crowns; once per tooth in 60 months
- Porcelain fused to metal/high noble crowns; once per tooth in 60 months

**Tooth replacement**
- Removable complete or partial dentures, including services to fabricate, measure, fit, and adjust them; once in 84 months
- Fixed prosthetics, only if there is no other less expensive adequate dental service; once in 60 months

**Other necessary services**
- Occlusal guards when necessary; once in calendar year
- Fabrication of an athletic mouth guard

### Orthodontic Services

**Medically necessary orthodontic care that has been preauthorized for a qualified member**

<table>
<thead>
<tr>
<th>Schedule of Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>80% Coinsurance</td>
</tr>
</tbody>
</table>

**Braces for a member who has a severe and handicapping malocclusion**

**Related orthodontic services for a member who qualifies**

### E. Pediatric Vision Benefits

One visit per plan year for routine vision exam, including refraction and glaucoma testing, covered at 100%. 100% coverage for either prescription lenses and frames or contact lenses, but not both. This coverage is limited one (1) benefit per Plan Year.

### F. State of New Hampshire Benefits/Mandates

The SHBP provides benefits that are specified by either specific mandates that are applicable to individual health insurance or required under the State of New Hampshire's Essential Health Benefits Benchmark Plan (including prescription drug formulary).

The following are specific mandates for coverage that apply to the SHBP (Note: some mandates are duplicative of coverage required by the Patient Protection and Affordable Care Act or other federal statutes and regulations).

<table>
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<tr>
<th>Benefit</th>
<th>Coverage Requirements or Stipulations</th>
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</thead>
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<td>Bariatric Surgery</td>
<td>Obesity &amp; <em>Morbid Obesity</em> / Bariatric Surgery</td>
</tr>
<tr>
<td>Prenatal and Postnatal Care</td>
<td>Newborn Children Covered from Birth</td>
</tr>
<tr>
<td>Service</td>
<td>Coverage</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Delivery and All Inpatient Services for Maternity Care</td>
<td>Pregnancy, Delivery and Postpartum Coverage</td>
</tr>
<tr>
<td>Mental/Behavioral Health Outpatient Services</td>
<td>Coverage for Mental or Nervous Conditions and Treatment for Chemical Dependency Required</td>
</tr>
<tr>
<td>Mental/Behavioral Health Outpatient Services</td>
<td>Coverage For Mental Illnesses</td>
</tr>
<tr>
<td>Mental/Behavioral Health Inpatient Services</td>
<td>Coverage For Mental Illnesses</td>
</tr>
<tr>
<td>Substance Abuse Disorder Outpatient Services</td>
<td>Coverage for Mental or Nervous Conditions and Treatment for Chemical Dependency Required</td>
</tr>
<tr>
<td>Substance Abuse Disorder Inpatient Services</td>
<td>Coverage for Mental or Nervous Conditions and Treatment for Chemical Dependency Required</td>
</tr>
<tr>
<td>Habilitation Services</td>
<td>Coverage For Treatment Of Pervasive Developmental Disorder Or Autism</td>
</tr>
<tr>
<td>Durable Medical Equipment</td>
<td>Artificial Limb Coverage</td>
</tr>
<tr>
<td>Durable Medical Equipment</td>
<td>Scalp Hair Prostheses</td>
</tr>
<tr>
<td>Preventive Care/Screening/Immunization</td>
<td>Mammography, BRCA Testing &amp; for Testing for Occult Breast Cancer</td>
</tr>
<tr>
<td>Bone Marrow Transplant</td>
<td>Bone marrow testing</td>
</tr>
<tr>
<td>Reconstructive Surgery</td>
<td>Reconstruction Surgery as a Result of Mastectomy</td>
</tr>
<tr>
<td>Clinical Trials</td>
<td>Coverage for Preventive Care Services received as part of Qualified Clinical Trials</td>
</tr>
<tr>
<td>Dental Anesthesia</td>
<td>Coverage for Dental Procedures: Medical or Hospital Group</td>
</tr>
<tr>
<td>Diabetes Care Management</td>
<td>DIABETES - Diabetes Services and Supplies</td>
</tr>
<tr>
<td>Early Intervention Services</td>
<td>CHILDREN - Early Intervention Therapy Services For Children</td>
</tr>
<tr>
<td>Inherited Metabolic Disorder - PKU</td>
<td>CHILDREN - Nonprescription Enteral Formulas</td>
</tr>
<tr>
<td>Off Label Prescription Drugs</td>
<td>Off-Label Prescription Drugs</td>
</tr>
</tbody>
</table>
A. Hospital Charges

Room and board and other professional services on an inpatient or outpatient basis are covered, including:

(1) *Preadmission Tests* on an outpatient basis for a scheduled Hospital admission or surgery provided the tests are done within seven (7) days of the planned admission, and the surgery and the tests are accepted by the Hospital in place of the same post-admission tests;

(2) *Hospital* charges for room and board in a semiprivate room, Intensive Care Unit, cardiac care unit, or burn care unit, but excluding charges for a private room (unless *Medically Necessary*) which are in excess of the Hospital's semiprivate room rate (charges made by a Hospital having only private rooms will be considered at 80% of the private room rate [i.e., 20% of the charge for private room will be excluded before benefits are determined]);

(3) *Routine Nursery Care* (including circumcision and Provider/Practitioner visits) while confined, even though no sickness or Injury exists;

(4) Hospital charges for necessary medical supplies and services, including X-rays, laboratory, and anesthetics and the administration thereof;

(5) Hospital charges for drugs and medicines obtained through written prescription by a Provider/Practitioner;

(6) outpatient surgical services performed at a Provider’s/Practitioner’s office, Ambulatory Surgical Center, the outpatient department of a Hospital, Birthing Center or Freestanding Health Clinic;

(7) *Birthing Center* or *Freestanding Health Clinic* (Payment will be limited to the amount that would have been paid if that person were in a Hospital.);

(8) radiation, chemotherapy, or hemodialysis (renal therapy) at a Medicare-approved dialysis center;

(9) administration of infusions and transfusions (this includes the cost of unreplaced blood and blood plasma or autologous blood and blood plasma: expenses for storage of autologous blood or blood plasma will not be covered);

(10) inpatient respiratory, physical, occupational, inhalation, speech, and cardiac rehabilitation therapy;

(11) emergency room; and

(12) outpatient department.
Day treatment/inpatient confinement in a licensed general Hospital, in a mental Hospital under the direction and supervision of the Department of Mental Health, or in a private mental Hospital licensed by the Department of Mental Health, or confinement in a public or private Alcoholism/Substance Addiction/Abuse facility, for the treatment of a Mental or Nervous Disorder or Alcoholism/Substance Addiction/Abuse.

B. Skilled Nursing/Extended Care Facilities

Inpatient confinement in a Skilled Nursing/extended care facility and/or in a rehabilitation facility/Hospital is covered if:

1. charges are incurred within fourteen (14) days following a Hospital confinement which lasted three (3) days; and

2. the attending Provider/Practitioner certifies that 24-hour nursing care is Medically Necessary for recuperation from the Illness or Injury which required the Hospital confinement.

C. Ambulance Services

Ambulance services are covered provided the conveyance is:

1. to the nearest Hospital or medical facility which is equipped to provide the service required;

2. from a Hospital when Medically Necessary, or

3. an air ambulance or rail transportation when it is:

   a. required because the life of the patient would be endangered through the use of any other form of transportation; and

   b. used to transport the patient to the nearest medical facility equipped to provide care.

D. Diagnostic X-ray and Laboratory Services

Charges incurred for X-rays, microscopic tests, laboratory tests, allergy testing, allergy injections, electrocardiograms, electroencephalograms, pneumoencephalograms, and basal metabolism tests, or similar well-established diagnostic tests generally approved and performed by Providers/Practitioners throughout the United States.

E. Diagnostic Imaging and Scans

Charges incurred for diagnostic imaging and general imaging, including but not limited to, ultrasounds, MRI/MRA, CT/CAT and PET scans, and nuclear medicine.
F. Emergency Facilities

Charges incurred for Medically Necessary care for Emergency Medical Services at an emergency treatment center, walk-in medical clinic, or ambulatory clinic (including clinics located at a Hospital).

G. Provider/Practitioner Services

Charges made by Providers/Practitioners for medical care and/or treatment including office visits, home visits, diagnostic eye exam, Hospital inpatient care, Hospital outpatient visits/exams, and clinic care.

H. Second and Third Surgical Opinions

Charges incurred for a second surgical opinion, and, in some instances, a third opinion, provided:

1. fees of a Provider/Practitioner for a second surgical consultation when non-Emergency or elective surgery is recommended by the Covered Person’s attending Provider/Practitioner (the Provider/Practitioner rendering the second opinion regarding the Medical Necessity of such surgery must be qualified to render such a service, either through experience, specialization training, education, or similar criteria, and must not be affiliated in any way with the Provider/Practitioner who will be performing the actual surgery); and

2. fees of a legally-qualified Provider/Practitioner for a third consultation, if the second opinion obtained does not concur with the first Provider’s/Practitioner’s recommendation (this third Provider/Practitioner must be qualified to render such a service and must not be affiliated in any way with the consulting Provider/Practitioner or with the Provider/Practitioner who will be performing the actual surgery).

I. Anesthesia Services

Charges by a Provider/Practitioner incurred for a surgical operation and for the administration of anesthesia.

J. Multiple Surgical Procedures

If two or more surgical procedures are performed at one time through the same incision in the same operative field, the maximum allowable amount for the surgery will be either the Contracted Rate amount for the primary procedure and 50% Contracted Rate of the amount for the secondary or lesser procedure(s), or if not in the network, the Allowed Amount for the major procedure and 50% of the Allowed Amount for the secondary or lesser procedure(s). No additional benefit will be paid under the SHBP for incidental surgery done at the same time and under the same anesthetic as another surgery.
K. Assistant Surgeons

Surgical assistant charges when the nature of the procedure is such that the services of an assistant, who is a Provider/Practitioner, are Medically Necessary.

L. Dental Injury Related Services

The following dental procedures, including related Hospital expenses (when deemed to be Medically Necessary), will be covered the same as any other Illness provided:

1. treatment of an Injury to a sound natural tooth, other than from eating or chewing, including replacement of teeth and any related X-rays; and

2. dental services for children under the age of six who have a dental condition of significant complexity, or for Covered Persons who have exceptional medical circumstances or developmental disabilities for which Medically Necessary Hospital or surgical day care facility services, including administration of general anesthesia, are required, except as defined under Medical Benefit Exclusions.

M. Cosmetic Surgery

Charges for cosmetic purposes or for cosmetic surgery if required due solely as the result of:

1. an Accidental bodily Injury, providing that coverage is in effect at the time that the Injury and treatment occur;

2. a birth defect of a covered dependent child, provided coverage is in effect at the time that the child is born and at the time that treatment occurs; or

3. surgical removal of diseased tissue as a result of an Illness. Covered Persons electing breast reconstruction, following a mastectomy, are also covered for reconstruction of the other breast to produce symmetrical appearance, and coverage for prostheses and physical complications of all stages of a mastectomy (the reconstruction procedure will be performed in a manner determined between the Providers/Practitioners and the patient).

N. Miscellaneous Surgical Procedures

Charges for surgical procedures including circumcision and termination of pregnancy. Amniocentesis is included if deemed Medically Necessary. No benefits will be payable if amniocentesis is performed only to determine the sex of an infant before birth and for women under age thirty-five (35) unless certified as Medically Necessary by a Provider/Practitioner.
O. Mental or Nervous Disorder, Chemical Dependency and Substance Addiction/Abuse

The SHBP fully complies with federally mandated mental health benefits coverage.

Charges for the treatment of *Mental or Nervous Disorders* and charges for the treatment of *Alcoholism* and *Substance Addiction/Abuse* are covered on the same basis as any other medical condition. Services must be furnished by:

1. a comprehensive health service organization;
2. a licensed or accredited *Hospital*;
3. a community mental health center, or other mental health clinic or day care center which furnishes mental health services, subject to the approval of the Department of Mental Health;
4. a licensed detoxification facility;
5. a licensed social worker; or
6. a psychiatrist.

P. Chiropractic Care

Charges made by a licensed chiropractor.

Q. Podiatry Services

Charges incurred for *Medically Necessary* treatment of the feet, including treatment of metabolic or peripheral vascular disease.

R. Nursing Services

Services by a private duty nurse are eligible expenses (24-hour private duty nursing care is not a *Covered Expense*) when furnished by a Registered Nurse (R.N.), or Licensed Practical Nurse (L.P.N.), for necessary nursing care as evidenced by a written statement from the attending *Provider/Practitioner*, providing that the nurse is not an immediate member of the *Covered Person’s* family and does not reside in the *Covered Person’s* home. Charges billed by a Visiting Nurse Association for such services are included.

S. Diabetic Care

Charges incurred for ambulatory diabetic self-management training and education, including:
(1) medical nutrition therapy, used to diagnose or treat insulin dependent diabetes, non-insulin dependent diabetes, or gestational diabetes;

(2) blood sugar kits, insulin and insulin infusion pumps, diabetic supplies for testing blood and urine specimens at home, syringes, monitors, or test strips and lancets; and

(3) approved self-management education training as well as professional instructions, excluding printed material.

T. Home Health Care Services

Charges made by a Home Health Care Agency for care in accordance with a Home Health Plan. Such expenses include charges for:

(1) part-time or intermittent nursing care rendered by a Registered Nurse (R.N.);

(2) a Licensed Practical Nurse (L.P.N.), a vocational nurse, or a public health nurse who is under the direct supervision of a Registered Nurse;

(3) Home Health aides; and

(4) medical supplies, drugs, and medications prescribed by a Provider/Practitioner and laboratory services by, or on behalf of, a Hospital to the extent that such items would have been covered by the SHBP had the Covered Person remained in the Hospital.

Home Health care means a visit by a member of a Home Health care team. Each such visit that lasts for a period of 4 hours or less is treated as one (1) visit. No benefits will be provided for services and supplies not included in the Home Health Plan, such as transportation services, Custodial Care and housekeeping, or for services of a person who ordinarily resides in the home of the Covered Person, or is a close relative of the Covered Person.

U. Outpatient Rehabilitation Services

Charges incurred for outpatient rehabilitative therapy services include the following expenses.

(1) Charges incurred for the treatment or services rendered by a physical therapist under direct supervision of a Provider/Practitioner in a home setting, at a facility or institution whose primary purpose is to provide medical care for an Illness or Injury, at a Freestanding Health Clinic, or at a duly-licensed outpatient therapy facility (visit limits are combined with Chiropractic Care services).
(2) Charges incurred for inhalation therapy under the direct supervision of a Provider/Practitioner in a home setting, at a facility or institution whose primary purpose is to provide medical care for an Illness or Injury, or at a freestanding duly-licensed outpatient therapy facility.

(3) Charges incurred for the treatment and services rendered by a registered occupational therapist to restore physical function and provided under the direct supervision of a physician in a home setting, at a facility or institution whose primary purpose is to provide medical care for an Illness or Injury, or at a freestanding duly-licensed outpatient therapy facility.

(4) Charges incurred for the services of a speech therapist under the direct supervision of a physician for restorative or rehabilitative speech therapy due to speech loss or impairment or due to surgery performed on account of an Illness or Injury. If speech loss is due to a Congenital anomaly, surgery to correct the anomaly must have been performed prior to therapy.

(5) Charges incurred for cardiac rehabilitation program (limited to Phase I and Phase II only), provided such treatment is recommended by the attending Provider/Practitioner up to a maximum of twelve (12) weeks per person, per cardiac event. Phase I consists of acute inpatient hospitalization, whether for heart attack or heart surgery, which is highly supervised and with a tailored exercise program with continuous monitoring during exercise. Phase II consists of outpatient supervised treatment for Covered Persons who have left the Hospital but still need a certain degree of supervised physical therapy and monitoring during exercise. Phase II services are usually tailored to meet the Covered Person’s individual needs. Benefits are not payable for Phase III, which consists of outpatient services without supervision. The Phase III program is developed for patients who are well enough to continue exercising on their own while monitoring their own progress.

V. Pregnancy Care

Expenses relating to pregnancy and birthing are covered according to the following schedule.

(1) Prenatal care of the mother and/or fetus is treated as any other Illness or Injury covered under the SHBP.

(2) Inpatient care for the mother and/or newborn child will be provided for a minimum of 48 hours following a vaginal delivery, or a minimum of 96 hours following a cesarean section. However, the mother’s or newborn’s attending health care Provider/Practitioner, after consulting with the mother, may discharge the mother or her newborn earlier than 48 hours (or 96 hours as applicable).
(3) No authorization from the SHBP need be sought by the attending Provider/Practitioner for prescribing a length of inpatient stay for the mother or newborn not in excess of 48 hours (or 96 hours, as applicable). In any case, the 48- or 96-hour limit may be exceeded with authorization of the Claim Administrator in cases of Medical Necessity.

W. Mastectomy Care

For individuals receiving mastectomy-related benefits, coverage will be provided in a manner to be determined in consultation with the attending Provider/Practitioner and the patient, for:

(1) all stages of reconstruction of the breast on which the mastectomy was or is to be performed;

(2) surgery and reconstruction of the other breast to produce a symmetrical appearance;

(3) prostheses; and

(4) treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductible, coinsurance, and/or copayments applicable to other medical and surgical benefits provided under the SHBP.

X. Miscellaneous Medical Services and Supplies

(1) Charges for expendable supplies including, but not limited to, prescription drugs, medicines, oral contraceptives, contraceptive devices and Depo Provera® injections, insulin, surgical bandages, syringes, dressings, surgical supports, head halters, colostomy bags, catheters, crutches, splints, casts, trusses, traction apparatus, and cervical collars.

(2) Charges for oxygen and other gasses and their administration.

(3) Charges for the rental or the purchase (whichever is less) of prosthetic appliances to aid impaired functions including, but not limited to, wheelchairs, standard Hospital-type beds, mechanical respirators, iron lungs, bed rails, equipment for the administration of oxygen, Hospital-type equipment for hemodialysis, kidney or renal dialysis (including training of a person to operate and maintain equipment), and other Medically Necessary durable medical or surgical equipment. Expenses related to necessary repairs and maintenance are also covered.
(4) Charges for wigs and artificial hairpieces, only after chemotherapy or radiation therapy, or when it is disease- or Injury-related and not due to the normal aging process or premature baldness.

(5) Charges for appliances, prostheses, and orthopedic braces such as artificial arms and legs including accessories; orthotics, orthopedic or corrective shoes, and other supportive appliances for the feet (when Medically Necessary due to an Injury or Illness); arm, back, and neck braces; surgical supports; head halters; larynx appliances; eye prostheses; and breast prostheses (when Medically Necessary for breast removal); and surgical brassieres (limited to two (2) per person, per Plan Year) when purchased following a mastectomy. Replacement, repair, or adjustment is covered only when necessary due to physiological changes, or the replacement is less expensive than the repair of existing equipment.

(6) Charges for compression therapy garments (e.g., Jobst® garments) when Medically Necessary due to an Injury or Illness.

(7) Charges for chemotherapy (antineoplastic) when drugs are taken by infusion, perfusion, intracavity, or parenteral means.

(8) Charges for Clinical Trials - Routine costs for items and services furnished in connection with participation in Approved Clinical Trials are covered at the same level as the same services provided outside Approved Clinical Trials, including Hospital visits, imaging and laboratory tests if:

(a) the referring health care professional is a participating health care provider and has concluded that the individual’s participation in such trial would be appropriate, or
(b) the participant or beneficiary provides medical and scientific information establishing that the individual’s participation in such trial would be appropriate, and
(c) these services are Covered Services under the SHBP.

(9) Charges for services related only to diagnosis of temporomandibular joint (TMJ) disorders (treatment of TMJ disorders is not covered).

(10) Charges for growth hormones when prescribed by a board-certified pediatric endocrinologist and a written treatment plan is submitted for approval of the Claims Administrator. The Covered Person must be seen by the attending Provider/Practitioner every six (6) months and a written response to the treatment must be verified by the Provider/Practitioner. The medication will be covered for a thirty (30) day supply at a time.

(11) Charges for allergy testing and treatment, including preparation of serum and injections.
(12) Charges for Bariatric surgery for the treatment of Morbid Obesity

(13) Charges for titer when Medically Necessary and not for routine testing.

(14) Charges, to the extent defined herein, for services provided to children in addition to or in lieu of the services which may be available, provided, and/or used under a federal or state mandated program such as the Individual with Disabilities Educational Act, Public Law 105-17.

(15) Charges for other Medically Necessary services and supplies as prescribed by the attending Provider/Practitioner and determined to be Medically Necessary by the Claims Administrator.

Y. Hospice Care Benefits

Hospice care benefits are provided to a terminally-ill Covered Person with a life expectancy of less than six (6) months; or to members of his or her immediate family. Benefits are limited to:

(1) room and board for a confinement in an Inpatient Hospice Facility;

(2) ancillary charges furnished by the Inpatient Hospice Facility while the patient is confined therein, including rental of durable medical equipment which is used solely for treating an Injury or Illness;

(3) medical supplies, drugs, and medicines prescribed by the attending Provider/Practitioner, but only to the extent that such items are necessary for pain control and management of the terminal condition;

(4) Provider/Practitioner services and/or nursing care by a Registered Nurse (R.N.), Licensed Practical Nurse (L.P.N.), or a Licensed Vocational Nurse (L.V.N.);

(5) Home Health aide services;

(6) charges for home care furnished by a Hospital or Home Health Care Agency, under the direction of a Hospice, including Custodial Care if it is provided during a regular visit by a Registered Nurse, a Licensed Practical Nurse, or a Home Health aide;

(7) medical social services by licensed or trained social workers, psychologists, or counselors;

(8) nutrition services provided by a licensed dietitian;

(9) respite care; and
(10) bereavement counseling.

Bereavement counseling is a support service provided by the Inpatient Hospice Facility team to Covered Persons in the deceased’s immediate family after the death of such terminally-ill person. Such visits are to assist the Covered Persons in adjusting to the death. Benefits will be payable provided:

(a) on the date immediately before his or her death, the terminally-ill person was in a Hospice Plan of Care program and was a Covered Person under the SHBP; and

(b) charges for such services are incurred by the Covered Person(s) within six (6) months of the terminally-ill person’s death.

The term immediate family means: parents, spouse (or same-sex domestic partner) and children of the terminally-ill Covered Person.

Z. Organ Transplant Benefits

Expenses for an organ and/or tissue transplant will be subject to the following requirements.

(1) Covered Organ Transplants

- human heart
- kidney
- bone marrow
- cornea
- liver
- pancreas
- lung
- intestinal
- multivisceral

(2) Preauthorization Requirement for Organ Transplants

Inpatient Hospital Expenses Incurred in connection with any organ or tissue transplant will be subject to Preadmission/Precertification Requirement for Hospitalization as described in Section VIII of the SHBP Document entitled Preadmission/Precertification. All potential transplant cases will be assessed for their appropriateness for Large Case Management.

(3) Transplant Benefit Period

Covered transplant expenses will accumulate during a Transplant Benefit Period and will be charged toward the Transplant Benefit Period maximums, if any, shown in the Schedule of Benefits. The term Transplant Benefit Period means the period which begins on the date of the initial evaluation and ends on the date which is twelve (12) consecutive months following the date of the
transplant. If the transplant is a bone marrow transplant, the date the marrow is reinfused is considered the date of the transplant.

(4) Covered Transplant Expenses

Covered Expenses, with respect to transplants, refers to the Contract Rate for In-Network Providers, or if not in the network, the Allowed Amounts for services and supplies which are covered under the SHBP (or which are specifically identified as covered only under this provision) and which are Medically Necessary and appropriate to the transplant. Such Covered Expenses include:

(a) charges incurred in the evaluation, screening, and candidacy determination process;

(b) charges incurred for organ transplantation; and

(c) charges for organ procurement, including donor expenses which are not covered under the donor’s plan of benefits, subject to the following:

- Coverage for organ procurement from a non-living donor will be provided for costs involved in removing, preserving, and transporting the organ.

- Coverage for organ procurement from a living donor will be provided for the costs involved in screening the potential donor, as well as for medical expenses employed with removal of the donated organ and the related medical services provided to the donor in the interim and for follow-up care.

- If the transplant procedure is a bone marrow transplant, coverage will be provided for the cost involved in the removal of the Covered Person’s bone marrow (autologous) or donated marrow (allogenic). Coverage will also be provided for search charges to identify an unrelated match, treatment and storage costs of the marrow, up to the time of reinfusion. The harvesting of the marrow need not be performed within the Transplant Benefit Period.

- Coverage will be provided for follow-up care, including immunosuppressant therapy.

- Coverage will be provided for transportation to and from the site of the covered organ transplant procedure for the recipient and one other individual or in the event that the recipient or the donor is a minor, two other individuals. In addition, all reasonable and necessary lodging and meal Expenses Incurred during the Transplant Benefit Period will be covered.

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(5) **Re-Transplantation**

Up to two re-transplants, for a total of three transplants, will be covered per person, per lifetime. Each transplant and re-transplant will have a new Transplant Benefit Period and a new maximum benefit.

(6) **Donor Expenses**

If the recipient is not covered under the SHBP, but the donor is, neither the donor nor the recipient is eligible for coverage; however,

(a) if both the donor and recipient are covered under the SHBP, eligible charges incurred by both patients will be covered; or

(b) if the recipient is covered under the SHBP, but the donor is not, the SHBP will provide coverage for eligible charges to both the recipient and donor as long as similar benefits are not available to the donor from other coverage sources.

AA. **Repatriation Benefits**

In the event of the death of a *Covered Person*, the SHBP will pay the actual charges incurred for preparing and transporting that person’s remains to his or her home country or permanent residence. Benefits are provided in accordance with legal requirements in effect at the time the bodily remains are to be returned. The death must occur while the person is covered by the SHBP. Return of Mortal Remains must be approved in advance by Travel Guard.

BB. **Emergency Medical Evacuation Benefits.**

The SHBP will pay benefits up to the Allowed Amount incurred if an Injury or Illness results in the Emergency Evacuation of the Covered Person. *Covered Expenses* are expenses for transportation, medical services and medical supplies necessarily incurred in connection with an *Emergency Evacuation* of the *Covered Person*. All transportation arrangements made for evacuating the Insured Person must be: a) by the most direct and economical conveyance; and b) approved in advance by Travel Guard.

Transportation means any land, water or air conveyance required to transport the Insured Person during an *Emergency Evacuation*. Expenses for special transportation must be: a) recommended by the attending physician; or b) required by the standard regulations of the conveyance transporting the *Covered Person*. Special transportation includes, but is not limited to; Air Ambulance, land Ambulance, and private motor vehicle. Expenses for medical supplies and services must be recommended by the attending Physician and approved by Travel Guard.
Services under this Benefit include:

- Medical Consultation, Evaluation and Referrals.
- Foreign Hospital Admission Guarantee.
- Emergency Medical Evacuation.
- Critical Care Monitoring.
- Medically Supervised Repatriation.
- Prescription Assistance.
- Transportation costs for one (1) family member to Join Patient.
- Return of Mortal Remains.
- Emergency Counseling Services.
- Lost Luggage or Document Assistance.
- Interpreter and Legal Referrals.
A. Hospital Confinement and Emergency Admissions

Precertification is a process through which a SHBP Covered-Person receives confirmation that benefits are payable based on the Medical Necessity of the treatment recommended by or received from a health care Provider. Services which require precertification, regardless of whether the service is rendered inpatient, outpatient, or in an office setting, are identified in Section V, Schedule of Benefits.

Call Care Management Services at (844) 260-9900 prior to receiving services shown as requiring precertification to confirm the Medical Necessity of the proposed services.

The SHBP does not cover services that precertification determines in advance are not Medically Necessary. If services rendered in an inpatient Hospital setting exceed the number of days precertified and the Hospital’s reimbursement arrangement for those services is based on the diagnostic related group (DRG) pricing, the inpatient services will be paid according to the DRG priced amount. If precertification is required but is not obtained, the SHBP may not cover services that are determined not to have been Medically Necessary after they have been provided. The SHBP may also deny coverage prospectively for any service that may not require precertification if it is determined not to be Medically Necessary.

Failure to obtain precertification for inpatient services may result in a reduction in benefits. Any reduction in benefits for inpatient services cannot be used to satisfy any applicable Copayments, Deductibles or Out-of-Pocket Maximums under the SHBP.

In the event of an Emergency or if the Covered Person is confined to the Hospital’s observation area for more than 24 hours, it is necessary that the Covered Person contact the Case Management Service within 48 hours after an admission or on the first business day following admission. If authorization is not obtained, the reduction in benefits described above applies.

The Preadmission/Precertification requirement applies to maternity admissions as well; however, the penalty for failure to precertify a Hospital stay will be waived if an admission is no longer than 48 hours for a vaginal delivery, or no longer than 96 hours for a cesarean delivery.

B. Case Management Provision for Alternate Treatment

In cases where a Covered Person’s condition is, or is expected to be, of a serious nature, the Plan Administrator may arrange for review and/or case management services from a professional qualified agency. This service involves the cost-effective voluntary management of a potentially high-cost claim for a high-risk or long-term medical condition. The intention of the service is to plan necessary, quality care in the most cost-effective manner with the approval of the Covered Person, family, and attending Provider(s)/Practitioner(s).
In the event a Covered Person is identified as a candidate for case management, then upon approval of the attending Provider(s)/Practitioner(s), the Covered Person, and the case management agency, a treatment plan is developed and implemented. If the attending Provider(s)/Practitioner(s) and/or the Covered Person do not wish to follow the treatment plan as developed, then treatment and coverage of the patient’s medical condition will continue uninterrupted and benefits will be paid as stated in the SHBP.

While large case management treatment usually contains treatment options covered under the terms of the SHBP, in some cases, the most appropriate and cost-effective care will be rendered in a setting or manner not normally covered under the terms of the SHBP. In such cases, all Medically Necessary aspects of the approved treatment will be covered under the terms of the SHBP. Any alternative care or treatment provided will not be considered as setting any precedent or creating any future liability with respect to that Covered Person or any other Covered Persons. Benefits provided under this Section are subject to all other SHBP provisions.

Refer also to the provision for extra-contractual benefits provided in Section I, Establishment of SHBP
A. Covered Drugs

When all of the provisions of the SHBP are satisfied, the SHBP will provide benefits as specified in the Schedule of Benefits for the following *Medically Necessary* covered drugs, devices, and supplies:

1. Federal Legend Drugs and State-Restricted Drugs;
2. compounded medications of which at least one ingredient is a Legend Drug;
3. insulin;
4. oral, transdermal, intervaginal contraceptives (including devices and implants), or contraceptive injections;
5. blood factors up to a maximum of three treatments per *Plan Year*;
6. Legend smoking deterrents;
7. Legend Vitamin B12 (all dosage forms);
8. prenatal vitamins;
9. anti-malarial drugs; and
10. prescription oral fluoride products.

B. Dispensing Limits

The amount of any drug which may be dispensed per prescription or refill (regardless of the dosage form) is limited to a 90 day supply or 90 units, whichever is greater. Other dispensing limits may be imposed as required by federal or state regulation or for other reasons.

C. Excluded Drugs

Some items which are excluded under the Prescription Benefits and Exclusions may be Covered Medical Services as provided in *Section VII* of the SHBP Document. Expenses for the following are not covered by the SHBP unless specifically listed as a covered benefit:

1. drugs not classified as Federal Legend Drugs (i.e., over-the-counter drugs and products);
2. non-systemic contraceptives;
3. fertility drugs;
(4) Sexual dysfunction drugs, except when Medically Necessary for treatment of conditions other than sexual dysfunction;

(5) Legend vitamins;

(6) cosmetic drugs and drugs used to promote or stimulate hair growth;

(7) biologics, immunization agents, or vaccines, except as specifically provided;

(8) drugs labeled “Caution – limited by federal law to Investigational use,” or “Experimental drugs,” even though a charge is made to the individual;

(9) any prescription refilled in excess of the number of refills specified by the ordering Provider/Practitioner, or any refill dispensed one year after the original order (as determined by the Plan Administrator, this provision may not apply, in whole or in part, to prescription benefits at UNH Health Services);

(10) medication dispensed in excess of the dispensing limits;

(11) medication for which the cost is recoverable under any workers’ compensation or occupational disease law or any state or governmental agency, or medication furnished by any other drug or medical service for which no charge is made by the pharmacy or Provider/Practitioner;

(12) services or products that are determined by the SHBP as not being Medically Necessary;

(13) medications provided to an international Student in his or her home country; and

(14) any medication that would be excluded under Medical Benefit Exclusions, except as otherwise provided, stated in Section X.

D. Review of Prescription Drugs for Medical Necessity

All prescription drug charges are subject to review for Medically Necessity and for eligibility under the Prescription Benefits and Exclusions of the SHBP. This review process may require the SHBP-Covered Person to complete a claim form and submit it to the Claims Administrator.
(1) Expenses for services related to participation in UNH’s NCAA-sanctioned intercollegiate sports. This exclusion does not include intramural or club sports.

(2) Any treatment not resulting from an Accident, Illness, Mental or Nervous Disorder, Substance Addiction/Abuse, except covered Preventive Care as specified, or for any service or supply that is not specifically listed as a Covered Expense under Covered Medical Services in the SHBP Document.

(3) Treatment not prescribed or recommended by a Provider/Practitioner; services, supplies, or treatments which are not Medically Necessary; except covered Preventive Care as specified; and expenses for supplies that do not require a Provider’s/Practitioner’s prescription.

(4) Charges for which there is no legal obligation to pay, such as that portion of any charge which would not have been made if the patient did not have this coverage, or any charge for services or supplies which are normally furnished without charge.

(5) Experimental/Investigational equipment, services, or supplies.

(6) Charges for services, supplies, or treatment not recognized by the American Medical Association as generally accepted and Medically Necessary for the diagnosis and/or treatment of an active Illness or Injury; or charges for procedures, surgical or otherwise, which are specifically listed by the American Medical Association as having no medical value.

(7) Charges for services rendered by a provider who is not a Provider/Practitioner.

(8) Any condition, disability, or expense sustained as a result of being engaged in: an illegal occupation; commission or attempted commission of an assault or other illegal act; intentional or accidental atomic explosion or other release of nuclear energy, whether in peacetime or wartime; participation in a civil revolution or a riot or a war, or act of war which is declared or undeclared.

(9) Any condition or disability sustained as a result of being engaged in an activity primarily for wage, profit, or gain and that could entitle the Covered Person to a benefit under the Worker’s Compensation Act or similar legislation.

(10) Educational, vocational, or training services and supplies. This exclusion does not apply to treatment of diabetes, specifically provided Preventive Care benefits, or other specifically provided benefits for services or supplies that would be educational, vocational, or for training purposes.

(11) Expenses for preparing medical reports, itemized bills, or claim forms; and mailing and/or shipping and handling expenses; and sales tax.

(12) Expenses for broken appointments.

(13) Services furnished by or for the United States government or any other government, unless payment is legally required; and Services or supplies furnished, paid for, or for which benefits are provided or required by reason of past or present service of any covered family member in the armed forces of a government.

(14) Travel expenses of a Physician/Practitioner; and travel expenses of a Covered Person other than local ambulance services to the nearest medical facility equipped to treat the Illness or Injury, except as specified.

(15) Charges incurred outside of the United States, if the Covered Person traveled to such location for the purpose of obtaining medical services, drugs, or supplies.

(16) Custodial Care (except as specifically provided under Hospice Plan of Care).
(17) Expenses for treatment, services, or supplies provided by a Provider/Practitioner who ordinarily resides with the Covered Person, or is the Covered Person, including but not limited to, his or her spouse, child, brother, sister, or parent.

(18) Expenses used to satisfy plan deductibles, copayment, and/or coinsurance amounts.

(19) Expenses Incurred for services rendered prior to the Effective Date of coverage under the SHBP or after coverage terminates, even though Illness or Injury started while coverage was in force and claims originally submitted to the Claims Administrator for the SHBP more than one year after the date on which the service or supply was incurred.

(20) Personal comfort or service items while confined in a Hospital, such as, but not limited to, radio, television, telephone, and guest meals.

(21) Charges incurred at a residential treatment facility that is not a Hospital, regardless of whether the service or supply is a Covered Expense.

(22) Sex change surgery, including penile prosthetic implants or breast implants related to sex change surgery.

(23) Diagnosis or treatment for the correction of Infertility for men (surgical or nonsurgical), reproductive sterilization, and reversal of any reproductive sterilization procedure.

(24) Any refractive eye surgery or procedure designed to improve nearsightedness, farsightedness, and/or astigmatism by changing the shape of the cornea, including, but not limited to, LASIK, radial keratotomy, and keratomileusis surgery; and other services such as fitting of eyeglasses or lenses, orthoptics, vision therapy, or supplies.

(25) Services related to Dental or oral surgery, except as specifically provided, and charges for the treatment of Temporomandibular Joint Disorders (TMJ).

(26) Charges for court-ordered treatment, or any treatment not initiated by a physician or covered provider of any kind, except psychiatric evaluations.

(27) Expenses for treatment of behavioral problems, learning disabilities, or developmental delays when received without a medical diagnosis, including, but not limited to, Attention Deficit Disorder (ADD) and Attention Deficit Hyperactivity Disorder (ADHD). This exclusion applies to the treatment of a condition; it does not apply to Expenses Incurred for the diagnosis of the condition.

(28) Charges for services for, or related to, reconstructive surgery or cosmetic health services except as specifically provided. This exclusion applies to liposuction or other weight loss procedures for cosmetic purposes. This exclusion does not apply to: reconstructive surgery for newborn children who are covered at the time of birth by the SHBP; reconstructive surgery related to an Injury or Accident; or reconstructive surgery of the breasts following a mastectomy, including: reconstructive surgery of the breast(s) on which the surgery was performed, reconstructive surgery of an unaffected breast to produce a symmetrical appearance, and expenses related to prostheses and physical complications at all stages of a mastectomy.

(29) Orthognathic surgery.

(30) Except as specifically provided, hearing examinations, hearing aids, or related supplies (Refer to Section VI, Required Benefits).

(31) Adoption expenses; and Surrogate expenses.

(32) Biofeedback, unless approved by the UNH Counseling Center.

(33) Hypnosis.
(34) Except as specifically provided, genetic counseling and testing (Refer to Section VI, Required Benefits).

(35) Expenses for pastoral counseling, marriage therapy, music or art therapy (unless part of an inpatient program), assertiveness training, dream therapy, recreational therapy, stress management, or other supportive therapies; sex counseling; and massage therapy or Rolfing.

(36) Expenses for growth hormones, unless pre-authorized by the Claims Administrator.

(37) Expenses Incurred for non-surgical treatment of the feet, including treatment of corns, calluses, and toenails, or other routine foot care, except as specifically provided.

(38) Services or supplies that are primarily and customarily used for a non-medical purpose, or used for environmental control or enhancement (whether or not prescribed by a physician), including, but not limited to, equipment such as air conditioners, air purifiers, dehumidifiers, heating pads, hot water bottles, water beds, swimming pools, hot tubs, and any other clothing or equipment which could be used in the absence of an Illness or Injury.

(39) Expenses exceeding the Allowed Amount for the geographic area in which services are rendered; and expenses for services and supplies in excess of SHBP limits or benefit maximums.
A. Maximum Benefits under All Plans

If any Covered Person covered under the SHBP is also covered under one or more Other Plan(s), and the sum of the benefits payable under all the plans exceeds the Covered Person’s eligible charges during any claim determination period, then the benefits payable under all the plans involved will not exceed the eligible charges for such period as determined under the SHBP. Benefits payable under another plan are included, whether or not a claim has been made. For these purposes,

(1) claim determination period means a Plan Year; and

(2) eligible charge means any necessary Allowed Amount item of which at least a portion is covered under the SHBP, but does not include charges specifically excluded from benefits under the SHBP that may also be eligible under any Other Plans covering the Covered Person for whom the claim is made.

B. Other Plans

Other Plan means the following plans providing benefits or services for medical and dental care or treatment and include:

(1) group insurance or any other arrangement for coverage for Covered Persons in a group, whether on an insured or uninsured basis;

(2) Blue Cross, Blue Shield, or any other prepayment coverage, including health maintenance organizations (HMOs), Medicare, or Medicaid; or

(3) no-fault automobile insurance (for purposes of the SHBP, in states with compulsory no-fault automobile insurance laws, each Covered Person will be deemed to have full no-fault coverage to the maximum available in that state. The SHBP will coordinate benefits with no-fault coverage as defined in the state of residence, whether or not the Covered Person is in compliance with the law, or whether or not the maximum coverage is carried).

C. Determining Order of Payment

If a Covered Person is covered under two or more plans, the order in which benefits will be determined is as follows.

(1) The plan covering the covered person other than as an eligible dependent, for example as an employee, member, subscriber, policyholder or retiree, pays benefits first. The plan covering the covered person as an eligible dependent pays benefits second.

(2) If no plan is determined to have primary benefit payment responsibility under (1) above, then the plan that covered the Covered Person for the longest period has the primary responsibility.
(3) A plan that has no Coordination of Benefits provision will be deemed to have primary benefit payment responsibility.

(4) The plan covering the parent of the Eligible Dependent child pays first if the parent’s birthday (month and day of birth, not year) falls earlier in the calendar year. The plan covering the parent of an Eligible Dependent child pays second if the parent’s birthday falls later in the calendar year.

(5) In the event that the parents of the Eligible Dependent child are divorced or separated, the following order of benefit determination applies:

   (a) the plan covering the parent with custody pays benefits first;

   (b) if the parent with custody has not remarried, then the plan covering the parent without custody pays benefits second;

   (c) if the parent with custody has remarried, then the plan covering the step-parent pays benefits second, and the plan covering the parent without custody pays benefits third; and

   (d) if a divorce decree or other order of a court of competent jurisdiction places the financial responsibility for the child's health care expenses on one of the parents, then the plan covering that parent pays benefits first.

(6) The plan covering the covered person as an employee (or as that employee's eligible dependent) pays benefits first unless the employee is laid-off or retired. the plan covering the covered person as a laid-off or retired employee (or as a laid-off or retired employee's eligible dependent) pays benefits second.

(7) The plan covering a covered person as an employee (or as an eligible dependent of the employee) pays benefits first if such an individual is also being provided cobra continuation coverage under another plan, and such other plan pays benefits second for such an individual. Conversely, the SHBP pays secondary benefits for any employee who is provided cobra continuation under the SHBP and who also is covered simultaneously under another plan as an employee (or as an eligible dependent of an employee). in the event of conflicting coordination provisions between the SHBP and any other plan, The SHBP will pay primary benefits for an individual only if the SHBP has provided coverage for a longer period of time.

D. Facilitation of Coordination

For the purpose of Coordination of Benefits, the Claims Administrator:
(1) may release to, or obtain from, any other insurance company or other organization or individual any claim information, and any Covered Person claiming benefits under the SHBP must furnish any information that the Plan Administrator may require;

(2) may recover on behalf of the SHBP any benefit overpayment from any other individual, insurance company, or organization; and

(3) has the right to pay to any other organization an amount it will determine to be warranted, if payments that should have been made by the SHBP have been made by such organization.

E. Persons Covered by Medicare

An SHBP-Covered Person who becomes entitled to medical benefit coverage under Medicare shall remain eligible for benefits under the SHBP on the same terms and conditions as any other SHBP-Covered Person. The SHBP will coordinate benefits with Medicare in accordance with the rules of the Medicare Secondary Payor (MSP) Program as promulgated by the Centers for Medicare & Medicaid Services (CMS) as may be amended from time to time. The Medicare secondary payor rules under Social Security Act Section 1862(b) (42 U.S.C. Section 1395y(b)(5)), as may be amended from time to time, and applicable Federal regulations are hereby incorporated by reference and shall supersede any inconsistent provision(s) of the SHBP. These rules will determine when the SHBP will be the primary payer of covered Medical benefit expenses and when Medicare will be the primary payer.

In the event that the Plan would otherwise be allowed (as in accordance with the Medicare secondary payor rules) to be a secondary payor of covered medical expense benefits for SHBP-Covered Persons who are eligible for Medicare, but who have not applied for entitlement to Medicare Part A or Part B or who have applied for entitlement to Part A and/or Part B, but have chosen not to elect Part B, the SHBP-Covered Person’s benefits under the SHBP will be determined on an assumed basis, whereby benefits will be calculated as if Medicare provided reimbursement for the expenses being claimed.

F. Discrimination Against Older Participants Prohibited

The SHBP will provide benefits for anyone age 65 or older under the same terms and conditions that apply to an SHBP-Covered Person who is under age 65.

G. Enrollment and Provision of Benefits without Regard to Medicaid Eligibility

As an SHBP-Covered Person, the fact that the student is eligible for or is provided medical assistance under a state plan for medical assistance approved under Title XIX of the Social Security Act will not be taken into account.

H. Plan Charges Covered by Medicaid or CHIP (Children’s Health Insurance Plan)
The SHBP will not reduce or deny benefits for any SHBP-
Covered Person to reflect the fact that such an SHBP-
Covered Person is eligible to receive medical assistance
through Medicaid or CHIP.

I. Medicare and Medicaid Reimbursements

The SHBP will reimburse the Centers for Medicare and Medicaid Services or any suc-
cessor government agency for the cost of any items and services provided by Medi-
care for any SHBP-Covered Person that should have been borne by the SHBP. Simi-
larly, the SHBP will reimburse any state Medicaid program for the cost of items and
services provided under the state plan that should have been paid for by the SHBP-
Covered Person he SHBP.

J. Right to Receive and Release Necessary Information

For the purposes of determining the applicability of and implementing the terms of
this Section or any provision of similar purpose of any other plan, the SHBP, through
its authorized administrator, may, without the consent of or notice to any person to
the extent permitted by law, release to or obtain from any other insurance company or
other organization or person any information, with respect to any person, which is
deemed to be necessary for such purposes. Any person claiming benefits under the
SHBP will furnish such information as may be necessary to implement this provision.

K. Facility of Payment

Whenever payments which should have been made under the SHBP in accordance
with this provision, have been made under any other plans, the SHBP will have the
sole right and discretion to pay over to any organizations making such other pay-
ments any amounts it will determine to be warranted in order to satisfy the intent of
this provision, and amounts so paid will be deemed to be benefits paid under the
SHBP.

L. Right of Recovery

Whenever payments have been made by the SHBP with respect to allowable expenses
in a total amount which is, at any time, in excess of the maximum amount of payment
necessary at that time to satisfy the intent of this provision, the SHBP will have the
right to recover such payments to the extent of such excess from any persons to or for
or with respect to whom such payments were made and any other insurance compa-
nies and any other organizations.
A. Allocation of Authority

The Plan Administrator will control and manage the operation and administration of the SHBP. The Plan Administrator shall have the sole and exclusive right and discretion:

(1) to interpret the SHBP, the Plan Document, and any other writings affecting the establishment or operation of the SHBP, both as to legal import and as to the application of the provisions of any such documents to the facts of a particular claim for benefits, and to decide all matters arising under the SHBP, including the right to remedy possible ambiguities, inconsistencies, or omissions; and

(2) to make factual findings and decide conclusively all questions regarding any claim for benefits made under the SHBP.

All determinations of the Plan Administrator with respect to any matter relating to the administration of the SHBP will be conclusive and binding on all persons.

B. Powers and Duties of Plan Administrator

The Plan Administrator will have the following powers and duties:

(1) to require any person to furnish such reasonable information as the Plan Administrator may request for the proper administration of the SHBP as a condition to receiving any benefits under the SHBP;

(2) to make and enforce such rules and regulations and prescribe the use of such forms as the Plan Administrator will deem necessary for the efficient administration of the SHBP;

(3) to decide on questions concerning the SHBP, or the eligibility of any person to participate in the SHBP, in accordance with the provisions of the SHBP;

(4) to determine the amount of benefits that will be payable to any person in accordance with the provisions of the SHBP;

(5) to inform Covered Person(s), as appropriate, of the amount of such benefits payable in accordance with the provisions of the SHBP;

(4) to designate other persons to carry out any duty or power that would otherwise be a fiduciary or clerical responsibility of the Plan Administrator under the terms of the SHBP;

(8) to retain such actuaries, accountants, consultants, third-party administration services, legal counsel, or other specialists, as the Plan Administrator may deem appropriate and necessary for the SHBP’s effective administration; and
(9) to perform any other functions or actions that would commonly be within the purview of a similarly situated administrator for a student health insurance/benefits plan.

C. Delegation by the Plan Administrator

The Plan Administrator may employ the services of such persons (including an insurance company or third party administrator) as it may deem necessary or desirable in connection with the administration of claims or other operations of the SHBP.

The Plan Administrator will also have the power and duty to retain the services of one or more health care professionals, for the purpose of reviewing benefit claims that are under Appeal for reasons based on medical judgment, such as Medical Necessity or Experimental treatments.

The Plan Administrator (and any person to whom any duty or power in connection with the operation of the SHBP is delegated) may rely upon all tables, valuations, certificates, reports, and opinions furnished by any duly-appointed actuary, accountant, consultant, third-party administration service, legal counsel, or other specialist, and the Plan Administrator or such delegate will be fully protected in respect to any action taken or permitted in good faith in reliance upon such table, valuations, certificates, etc.

D. Payment of Administrative Expenses

All reasonable costs incurred in the administration of the SHBP including, but not limited to, administrative fees and expenses owed to any third-party administrative service, actuary, consultant, accountant, specialist, or other person or organization that may be employed by the Plan Administrator in connection with the administration thereof, will be paid by the Plan Sponsor unless the Plan Administrator directs the SHBP to pay such expenses and such payment by the SHBP is permitted by law.

E. Fiduciary Liability

To the extent permitted by law, neither the Plan Administrator nor any other entity or person will incur any liability for any acts or failure to act.

A. Termination Events

The coverage of any Covered Person shall automatically cease immediately upon the earliest day indicated below:

(1) on the last of day of the month in which a Covered Person ceases to be in a class of eligible Students, except as specifically provided for coverage to continue through the end of the summer coverage period for SHBP-Covered Persons enrolled in the Spring Semester or for a Medical Leave of Absence as specified in Section C;
WHEN COVERAGE ENDS Section XIII

(2) on the last day of the month in which the child attains age 26, except as specified below for a child is determined to be Totally Disabled;

(3) on the day the SHBP terminates;

(4) on the day in which the Covered Person dies;

(5) on the day in which the Covered Person enters service in the Uniformed Services on an active-duty basis;

(6) on the day an international Student withdraws from UNH or the day an international Student receives an approved medical withdrawal from UNH and leaves the United States; or

(7) at the end of the Plan Year for a spouse who is divorced from a Covered Student during the Plan Year; or

(8) the date on which the Plan Administrator terminates coverage for a SHBP-Covered Person.

The coverage of an Eligible Dependent who has attained the maximum age limit shall not terminate if such Eligible Dependent is permanently and Totally Disabled (as defined in Internal Revenue Code section 22(e) (B) and in Section XVI of the SHBP Document, entitled Definitions), at any time during the calendar year in which the taxable year of the Covered Student begins. Written proof of such Eligible Dependent’s permanent and Total Disability must be submitted on an annual basis to the Plan Administrator, and the Plan Administrator reserves the right to require, at its expense, an independent medical, psychiatric, or psychological evaluation or examination in connection with any such annual review of such Eligible Dependent’s disability status.

B. Medical Leave of Absence

Any full-time Student enrolled in the SHBP, who, as a result of an Injury or Illness, is Totally Disabled, will be eligible to continue coverage under the SHBP for himself/herself (and for his/her SHBP-Covered Dependents who are enrolled in the SHBP at the time the medical leave commences) for a period not to exceed 90 days following the date of Medical Leave of Absence, except as specifically provided in this Section. Coverage under the SHBP will continue during the maximum 90 day period until the date coverage becomes effective under other health insurance purchased by the Student. The 90 day coverage period resulting from a Medical Leave of Absence is subject to the approval of the Plan Administrator, including a determination by the Plan Administrator that the Student (or his or her representatives) made a good faith effort to obtain health insurance under a state of federal insurance exchange.

The Student, or his or representative, may submit a request to the Plan Administrator to have eligibility for the SHBP continued until the end of the Plan Year, or the date the student is no longer Totally Disabled and/or returns to UNH, whichever is earlier. The

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request for extension of eligibility beyond the maximum 90 day period under the Medical Leave of Absence must be based on the Student either (1) not having eligibility to enroll in a health insurance plan provided by a state or federal insurance exchange following withdrawal from UNH and loss of SHBP eligibility; or (2) the insurance exchange coverage that would replace the SHBP does not provide either Essential Benefits/Services or coverage, either in-network or out-of-network, for a health care provider that is rendering Essential Services to the Student. In no event will coverage for the SHBP extend beyond the end of the Plan Year in which the Student has a Medical Leave of Absence from UNH.

Certification of the Medical Leave of Absence must be made by the Student’s Provider/Practitioner and such certification must be presented to and approved by the Plan Administrator. The Medical Leave of Absence cannot extend beyond end of the Plan Year in which the Medical Leave of Absence is granted. Refer also to Termination Events for international Students who leave the United States.

For the purpose of this Medical Leave of Absence provision, full-time Student status is defined by the Registrar for UNH for each class of Students.

C. Continuation of Coverage

Except as provided in Section C, Medical Leave of Absence, the SHBP does not offer Continuation of Coverage in the event a Covered Person loses coverage under the SHBP. The SHBP is not subject to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended.
The Health Insurance Portability and Accountability Act of 1996 (HIPAA) affords protection to patients from unwarranted disclosure of private medical information by specifying those situations in which, and those persons to whom, personal information may be disclosed.

A. Permitted Disclosures

There are three circumstances under which the SHBP may disclose an individual’s protected health information to the Plan Sponsor.

(1) The SHBP may inform the Plan Sponsor whether an individual is enrolled in the SHBP.

(2) The SHBP may disclose summary health information to the Plan Sponsor. The Plan Sponsor must limit its use of that information to obtaining quotes from insurers or modifying, amending, or terminating the SHBP. Summary health information is information that summarizes claims history, claims expenses, and/or types of claims without identifying the individual.

(3) The SHBP may disclose an individual’s protected health information to the Plan Sponsor for SHBP administrative purposes. This is because the Plan Sponsor performs many of the administrative functions necessary for the management and operation of the SHBP. The Plan Sponsor has certified to the SHBP that the SHBP’s terms have been amended to incorporate the terms of this summary. The Plan Sponsor has agreed to abide by the terms of this summary. The SHBP’s privacy notice also permits the SHBP to disclose an individual’s protected health information to the Plan Sponsor as described in this summary.

B. Restrictions on Plan Administrator and Disclosure

The restrictions that apply to the Plan Sponsor’s use and disclosure of an individual’s protected health information are as follows:

(1) The Plan Sponsor will only use or disclose an individual’s protected health information for SHBP administrative purposes, as required by law, or as permitted under HIPAA regulations. (Refer to SHBP’s privacy notice for more information about permitted uses and disclosures of protected health information under HIPAA.)

(2) If the Plan Sponsor discloses any of an individual’s protected health information to any of its agents or subcontractors, the Plan Sponsor will require the agent or subcontractor to keep an individual’s protected health information confidential as required by the HIPAA regulations.

(3) The Plan Sponsor will not use or disclose an individual’s protected health information for UNH admissions-related or employment-related actions or de-
cisions or in connection with any other benefit or benefit plan of the Plan Sponsor unless permitted under HIPAA.

(4) The Plan Sponsor will promptly report to the SHBP any use or disclosure of an individual’s protected health information that is inconsistent with the uses or disclosures allowed in this summary.

(5) The Plan Sponsor will allow an individual or the SHBP to inspect and copy any protected health information about that individual who is in the Plan Sponsor’s custody and control. The HIPAA Regulations set forth the rules that an individual and the SHBP must follow in this regard. There are some exceptions to this provision allowed under federal regulations.

(6) The Plan Sponsor will amend, or allow the SHBP to amend, any portion of an individual’s protected health information to the extent permitted or required under the HIPAA Regulations.

(7) With respect to some types of disclosures, the Plan Sponsor will keep a disclosure log for a period of not less than six (6) years (but not before April 14, 2004). An individual has a right to see the disclosure log. The Plan Sponsor does not have to maintain the log if disclosures are for certain SHBP-related purposes, such as payment of benefits or health care operations.

(8) The Plan Sponsor will make its internal practices, books, and records relating to its use and disclosure of an individual’s protected health information available to the SHBP and to the U.S. Department of Health and Human Services.

(9) The Plan Sponsor will, if feasible, return or destroy all of an individual’s protected health information in the Plan Sponsor’s custody or control that the Plan Sponsor has received from the SHBP or from any business partner, agent, or subcontractor when the Plan Sponsor no longer needs an individual’s protected health information to administer the SHBP. If it is not feasible for the Plan Sponsor to return or destroy an individual’s protected health information, the Plan Sponsor will limit the use or disclosure of such protected health information.

C. Authorized Recipients of Protected Health Information

In addition to the Privacy Officer, the following classes of individuals or other workforce members under the control of the Plan Sponsor may be given access to an individual’s protected health information on a need-to-know basis, solely for the purposes set forth above:

(1) Director of Finance and Administration, Health Services, UNH;
(2) Chair of the Student Health Insurance Advisory Committee;
(3) Executive Director for Health Services, UNH;
(4) Professional staff and/or clinicians or counselors of UNH Health Services and Counseling Center, and
(5) Consultants or other third parties retained by the Plan Sponsor to perform duties necessary for the function of the SHBP.

This list includes every class of individuals or other workforce members under the control of the Plan Sponsor who may receive an individual’s protected health information. If any of these individuals or workforce members use or disclose an individual’s protected health information in violation of the rules that are set out in this summary, the responsible individual(s) or workforce member(s) will be subject to disciplinary action and sanctions. If the Plan Sponsor becomes aware of any such violations, the Plan Sponsor will promptly report the violation to the SHBP and will cooperate with the SHBP to correct the violation, to impose appropriate sanctions, and to mitigate any harmful effects to the individual.

D. Security Provisions

The Plan Sponsor will receive or generate electronic protected health information. The information may be identified to the individual in some cases. In relation to such electronic protected health information, the Plan Sponsor certifies to the SHBP that it agrees to:

(1) take appropriate and reasonable safeguards (administrative, physical, and technical) to protect the confidentiality, integrity, and availability of the information it creates, receives, maintains, or transmits;

(2) require that any agent or subcontractor of the Plan Sponsor agrees to the same requirements that apply to the Plan Sponsor under this provision;

(3) report to the SHBP any security incident of which the Plan Sponsor becomes aware; and

(4) apply reasonable and appropriate security measures to maintain adequate separation between the SHBP and Plan Sponsor.
A. Payment Condition

(1) The SHBP may elect, but is not required, to conditionally advance payment of medical benefits in those situations where an Injury, Illness, disease, or disability is caused, in whole or in part, by, or results from, the acts or omissions of a third party, or the acts or omissions of a Covered Person ("SHBP Beneficiary") where any insurance coverage, no-fault, uninsured motorist, underinsured motorist, medical payment provision, or other insurance policies or funds ("Coverage") is available.

(2) A SHBP Beneficiary, his or her attorney, and/or legal guardian of a minor or incapacitated individual agrees that acceptance of the SHBP’s conditional payment of medical benefits is constructive notice of these provisions in their entirety and agrees to maintain one hundred percent (100%) of the SHBP’s conditional payment of benefits or the full extent of payment from any one or combination of first and third party sources in trust, without disruption except for reimbursement to the SHBP or its assignee. By accepting benefits under the SHBP, the SHBP Beneficiary agrees the Plan shall have an equitable lien on any funds received by the SHBP Beneficiary and/or their attorney from any source and said funds will be held in trust until such time as the obligations under this provision are fully satisfied. The SHBP Beneficiary agrees to include the Plan’s name as co-payee on any and all settlement drafts.

(3) In the event a SHBP Beneficiary settles, recovers, or is reimbursed by any third party or Coverage, the SHBP Beneficiary agrees to reimburse the SHBP for all benefits paid or that will be paid by the Plan on behalf of the SHBP Beneficiary. The SHBP Beneficiary acknowledges that the SHBP has the first priority right of recovery and a first lien to the extent of benefits provided by the SHBP. If the SHBP Beneficiary fails to reimburse the SHBP for all benefits paid or to be paid out of any judgment or settlement received, the SHBP Beneficiary will be responsible for any and all expenses (fees and costs) employed with the SHBP’s attempt to recover such money from the SHBP Beneficiary.

(4) If there is more than one party responsible for charges paid by the Plan, or may be responsible for charges paid by the Plan, SHBP will not be required to select a particular party from whom reimbursement is due. Furthermore, unallocated settlement funds meant to compensate multiple injured parties of which the SHBP Beneficiary is only one or a few, that unallocated settlement fund is considered designated as an “identifiable” fund from which the Plan may see reimbursement.

B. Subrogation

(1) As a condition to participating in and receiving benefits under this SHBP, the SHBP Beneficiary agrees to assign to SHBP to subrogate and pursue any and all claims, causes of action or rights that may arise against any person, corporation, and/or entity, and to any Coverage for which the SHBP Beneficiary claims an entitlement, regardless of how classified or characterized. The SHBP Beneficiary
agrees to reimburse the SHBP for any such benefits paid when judgment or settlement is made.

(2) If an SHBP Beneficiary receives or becomes entitled to receive benefits, an automatic equitable lien attaches in favor of the SHBP to any claims, which any SHBP Beneficiary may have against any Coverage and/or party causing the Illness or Injury to the extent of such conditional payment by the SHBP plus reasonable costs of collection.

(3) The SHBP may, in its own name or in the name of the SHBP Beneficiary or their personal representative, commence a proceeding or pursue a claim against such other third party or Coverage for the recovery of all damages to the full extent of the value of any such benefits or conditional payments advanced by the SHBP.

(4) The SHBP Beneficiary then authorizes the SHBP to pursue, sue, compromise, or settle any such claims in their name and agrees to cooperate fully with the SHBP in the prosecution of any such claims.* This includes the failure of the SHBP Beneficiary to file a claim or pursue damages against:

(a) the responsible party, their insurer, or any other source on behalf of that party;

(b) any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, or uninsured or underinsured motorist coverage;

(c) any policy of insurance from any insurance company or guarantor of a third party;

(d) any worker’s compensation or other liability insurance company; or

(e) any other source, including but not limited to, crime victim restitution funds, any medical, disability, or other benefit payments, and school insurance coverage.

* The SHBP Beneficiary, his or her guardian, or the estate of a SHBP Beneficiary, assigns all rights to the SHBP or its assignee to pursue a claim and the recovery of all expenses from any sources listed above.

C. Right of Reimbursement

(1) The SHBP shall be entitled to recover 100% of the benefits paid, without deduction for attorneys’ fees and costs, or application of the common fund doctrine, the make whole doctrine, the Rimes Doctrine, or any other similar legal theory, and without regard to whether the SHBP Beneficiary is fully compensated by his/her net recovery from all sources. The SHBP shall have an equitable lien which su-
persedes all common law or statutory rules, doctrines, and laws of any State prohibiting assignment of rights which interferes with or compromises in any way with the SHBP’s equitable lien and right to reimbursement. The obligation exists regardless of how the judgment or settlement is classified and whether or not the judgment or settlement specifically designates the recovery or a portion of it as including medical, disability, or other expenses. If the SHBP Beneficiary’s recovery is less than the benefits paid, then the SHBP is entitled to be paid all of the recovery achieved.

(2) The SHBP will not be responsible for any expenses, attorney fees, costs, or other monies incurred by the attorney for the SHBP Beneficiary or his/her beneficiaries, commonly known as the common fund doctrine. No court costs, experts’ fees, attorneys’ fees, filing fees, or other costs or expenses of a litigious nature may be deducted from the SHBP’s recovery without the prior expressed written consent of the SHBP.

(3) Furthermore, it is prohibited for the SHBP Beneficiary to settle a claim against a third party or any available coverage for certain elements of damages, but eliminating damages relating to medical Expenses Incurred.

(4) The SHBP’s right of subrogation and reimbursement will not be reduced or affected as a result of any fault or claim on the part of the SHBP Beneficiary, whether under the doctrines of causation, comparative fault, or contributory negligence, or any other similar doctrine in law. Accordingly, any so-called “lien reduction statutes” which attempt to apply such laws and reduce a subrogating SHBP’s recovery for any reason, will not be applicable to the SHBP and will not reduce the SHBP’s subrogation recovery.

(5) These rights of subrogation and reimbursement shall apply without regard to whether any separate written acknowledgment of these rights is required by the SHBP and signed by the SHBP Beneficiary.

(6) This provision shall not limit any other remedies of the SHBP provided by law. These rights of subrogation and reimbursement shall apply without regard to the location of the event that led to or caused the applicable Illness, Injury, disease, or disability.

D. Excess Insurance

If at the time of Injury, Illness, disease, or disability there is available, or potentially available, based on information known or provided to the SHBP or to the SHBP Beneficiary any other Coverage including, but not limited to, judgment at law or settlements, the benefits under this SHBP shall apply only as excess insurance over such other sources of indemnification. The SHBP’s benefits shall be excess to:

(1) the responsible party, their insurer, or any other source on behalf of that party;
(2) any first party insurance through medical payment coverage, personal injury protection, no-fault insurance, or uninsured or underinsured motorist coverage;

(3) any policy of insurance from any insurance company or guarantor of a third party;

(4) any worker’s compensation or other liability insurance company; and

(5) any other source including, but not limited to, crime victim restitution funds, any medical, disability, or other benefit payments, and school insurance coverage.

E. Separation of Funds

Benefits paid by the SHBP, funds recovered by the SHBP Beneficiary, and funds held in trust over which the SHBP has an equitable lien exist separately from the property and estate of the SHBP Beneficiary, such that the death of the SHBP Beneficiary, or filing of bankruptcy by the SHBP Beneficiary, will not affect the SHBP’s equitable lien, the funds over which the SHBP has a lien, or the SHBP’s right to subrogation and reimbursement.

F. Wrongful Death Claims

In the event that the SHBP Beneficiary dies as a result of his or her Injuries and a wrongful death or survivor claim is asserted against a third party or any Coverage under the laws of any state, the SHBP’s subrogation and reimbursement rights still apply.

G. Obligations

(1) It is the SHBP Beneficiary’s obligation at all times, both prior to and after payment of medical benefits by the SHBP, to:

(a) cooperate with the SHBP, or any representatives of the SHBP, in protecting its rights of subrogation and reimbursement, including completing discovery, attending depositions, and/or attending or cooperating in a trial in order to preserve the SHBP’s subrogation rights;

(b) provide the SHBP with pertinent information regarding the Injury, including accident reports, settlement information, and any other requested additional information;

(c) take such action and execute such documents as the SHBP may require to facilitate enforcement of its subrogation and reimbursement rights;

(d) do nothing to prejudice the SHBP’s rights of subrogation and reimbursement;
(e) promptly reimburse the SHBP when a recovery through settlement, judgment, award, or other payment is received;

(f) not settle, without the prior consent of the SHBP, any claim that the SHBP Beneficiary may have against any legally-responsible party or insurance carrier; and

(g) refrain from releasing any party, person, corporation, entity, insurance company, or insurance policies or funds that may be responsible for or obligated to the SHBP Beneficiary for the Injury or condition without obtaining the SHBP’s written approval.

(2) Failure to comply with any of these requirements by the SHBP Beneficiary, his or her attorney or guardian may, at the SHBP’s discretion, result in a forfeiture of payment by the SHBP of medical benefits, and any funds or payments due under this SHBP may be withheld to satisfy the SHBP Beneficiary’s obligation. If the SHBP Beneficiary fails to reimburse the SHBP for all benefits paid or to be paid, as a result of said Injury or condition, out of any judgment or settlement received, the SHBP Beneficiary will be responsible for any and all expenses (whether fees or costs) incurred with the SHBP’s attempt to recover such money from the SHBP Beneficiary.

(3) The SHBP’s rights to reimbursement and/or subrogation are in no way dependent upon the SHBP Beneficiary’s cooperation or adherence to these terms.

H. Offset

If timely repayment is not made, or the SHBP Beneficiary and/or their attorney fails to comply with any of the requirements of the SHBP, the SHBP has the right, in addition to any other lawful means of recovery, to deduct the value of the SHBP Beneficiary’s amount owed to the SHBP. To do this, the SHBP may refuse payment of any future medical benefits and any funds or payments due under this SHBP on behalf of the SHBP Beneficiary in an amount equivalent to any outstanding amounts owed by the SHBP Beneficiary to the SHBP.

I. Minor Status

(1) In the event the SHBP Beneficiary is a minor, as that term is defined by applicable law, the minor’s parent(s) or court-appointed guardian shall cooperate in any and all actions requested by the SHBP to seek and obtain any requisite court approval in order to bind the minor and his or her estate insofar as the subrogation and reimbursement provisions are concerned.

(2) If the minor’s parent(s) or court-appointed guardian fail or refuse to take such action, the SHBP shall have no obligation to advance payment of medical benefits on behalf of the minor. Any court costs or legal fees incurred
with obtaining such approval shall be paid by the minor’s parent(s) or court-appointed guardian.

H. Language Interpretation

The Plan Administrator retains sole, full, and final discretionary authority to construe and interpret the language of this provision, to determine all questions of fact and law arising under this provision, and to administer the SHBP’s subrogation and reimbursement rights. The Plan Administrator may amend the SHBP at any time without prior notice.

I. Severability

In the event that any part of this provision is considered invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining Sections of this provision and the SHBP. The affected section shall be fully severable. The SHBP shall be construed and enforced as if such invalid or illegal Sections had never been inserted in the SHBP.
A. Amendment

The Plan Administrator has the right to amend this SHBP in any and all respects at any time, and from time to time. For modifications that affect the Summary of Benefits and Coverage (SBC), the Plan Administrator will provide notification of such change 60 days prior to the Effective Date. Any such amendment will be by a written instrument signed by a duly-authorized Officer of the Plan Sponsor. For all other Plan changes, the Plan Administrator will notify all Covered Persons of any amendment modifying the material terms of the SHBP as soon as is administratively feasible after its adoption.

B. Termination of SHBP

Regardless of any other provision of the SHBP, the Plan Sponsor reserves the right to terminate the SHBP at any time without prior notice. Such termination will be evidenced by a written resolution of the Plan Sponsor. The Plan Administrator will provide notice of the SHBP’s termination as soon as administratively feasible.
A. Plan Funding

All benefits paid under the SHBP shall be paid in cash from the designated SHBP fund established and maintained by the Plan Sponsor. Nothing contained in the SHBP, and no action taken under its provisions, shall create a trust or fiduciary relationship of any kind between the SHBP and/or the University of New Hampshire and an SHBP-Covered Person or any other person. No person shall have any right or title to, or interest in, any investment reserves, accounts, or funds that UNH may purchase, establish, or accumulate to aid in providing benefits under the SHBP. No person shall acquire any interest greater than that of an unsecured creditor.

B. In General

Any and all rights provided to any person under the SHBP shall be subject to the terms and conditions of the SHBP. This Plan Document shall not constitute a contract between the Plan Sponsor and any SHBP-Covered Person or other person(s) nor shall it be consideration or an inducement for the initial or continued enrollment of any Student in the University of New Hampshire. Likewise, maintenance of this SHBP shall not be construed to give any SHBP-Covered Person the right to be retained as a Covered Person by the Plan Sponsor or the right to any benefits not specifically provided by the SHBP.

C. Waiver and Estoppel

No term, condition, or provision of the SHBP shall be deemed to be waived, and there shall be no estoppel against enforcing any provision of the SHBP, except through a writing of the party to be charged by the waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless explicitly made so, and it shall operate only with regard to the specific term or condition waived, and it shall not be deemed to waive such term or condition in the future, or as to any act other than as specifically waived. No Covered Person or eligible beneficiary other than as named or described by class in the waiver shall be entitled to rely on the waiver for any purpose.

D. Non-Vested Benefits

Nothing in the SHBP shall be construed as creating any vested rights to benefits in favor of any Covered Person.

E. Interests Not Transferable

The interests of the Covered Student and their Eligible Dependents under the SHBP are not subject to the claim of their creditors and may not be voluntarily or involuntarily transferred, alienated, or encumbered without the written consent of the Plan Administrator.

F. Severability
If any provision of the SHBP shall be held invalid or illegal for any reason, any invalidity or illegality shall not affect the remaining parts of the SHBP, but the SHBP shall be construed and enforced as if the invalid or illegal provision had never been inserted. The Plan Sponsor shall have the privilege and opportunity to correct and remedy those questions of invalidity or illegality by amendment as provided in the SHBP.

G. **Headings**

All Section headings in the SHBP Document have been inserted for convenience only and shall not determine the meaning of the content thereof.
DEFINITIONS

The following words and phrases will have the following meanings when used in the within the SHBP Document, unless a different meaning is plainly required by the context.

Accident/Accidental – means a sudden or unforeseen event which:

1. causes Injury to the physical structure of the body;
2. results from an external agent of trauma;
3. is definite as to time and place; and
4. may happen involuntarily and entail unforeseen consequences or may be the result of an intentional self-inflicted injury and entail foreseeable consequences.

An Accident does not include harm resulting from a disease or sickness and will be determined by the Claims Administrator.

Adverse Benefit Determination – means:

1. the requested benefit is denied, reduced, or terminated, or payment is not made, in whole or in part, for the benefit because a determination was made by the Claims Administrator that, based upon the information provided, the request for benefit under the SHBP does not meet the requirements for Medical Necessity, appropriateness, health care setting, level of care or effectiveness, or is determined to be experimental or investigational;
2. the denial, reduction, termination or failure to provide or make payment, in whole or in part, for a benefit based on a determination by the Claims Administrator of your ineligibility to participate in the SHBP;
3. any prospective review or retrospective review determination that denies, reduces or terminates or fails to provide or make payment in whole or in part for a benefit; or
4. a rescission of coverage determination.

Alcoholism – means an alcohol-induced disorder which produces a state of psychological and/or physical dependence.

Allowed Amount – the maximum amount the SHBP will pay an Out-of-Network Provider for Covered Expenses minus any applicable Coinsurance, Co-payment or Deductible a Covered Person may be responsible for under the Plan. The Allowed Amount for services received from an Out-of-Network Provider depends upon where the services are provided. SHBP-Covered Persons may be responsible for paying the balance of these claims after the SHBP pays its portion, if any.
Services in New England (NH,MA,ME,CT,RI)
If Covered Expenses are received from an Out-of-Network Provider in New England, the Allowed Amount is defined as an amount that is consistent with the normal range of charges by health care Providers for the same or similar, products or services in a given geographic area provided to an SHBP-Covered Person. Allowed Amounts are based on data from a national database of medical and dental charges which is periodically updated.

Services Outside New England
If Covered Expenses are received from an Out-of-Network Provider located outside of New England, the Allowed Amount is defined as the lower of one of the following:

- fee(s) that are negotiated with the Provider;
- 200% of the published rates allowed by the Centers for Medicare and Medicaid Services (CMS) for Medicare for the same or similar service within the geographic area; or
- 50% of the billed charges

The specific reimbursement formula used for services provided by an Out-of-Network Provider located outside of New England will vary depending upon the type of Provider(s) and the type of Covered Expense(s).

Ambulatory Surgical Center – means a specialized facility:

1. where coverage of services performed at such a facility is mandated by law, and such facility has been licensed by the regulatory authority having responsibility for such licensing under the laws of the jurisdiction in which it is located; or

2. where coverage of services performed at such a facility is not mandated by law and meets all of the following requirements.

   a. It is established, equipped, and operated in accordance with the applicable laws in the jurisdiction in which it is located primarily for the purpose of performing surgical procedures.

   b. It is operated under the supervision of a licensed Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.) who is devoting full-time to such supervision and permits a surgical procedure to be performed only by a duly-qualified Provider/Practitioner who, at the time the procedure is performed, is privileged to perform such procedure in at least one Hospital (as defined) in the area.

   c. It requires in all cases (other than those requiring only local infiltration anesthetics) that a licensed anesthesiologist or licensed Practitioner/Provider qualified to administer anesthesia, administers the anesthetics and remains present throughout the surgical procedure.
(d) It provides at least two operating rooms and at least one post-anesthesia recovery room; is equipped to perform diagnostic X-ray and laboratory examinations; has trained personnel and necessary equipment and supplies available to handle foreseeable emergencies; and has such equipment and supplies including but not limited to, a defibrillator, a tracheotomy set, and a blood bank or other blood supply.

(e) It provides the full-time services of one or more Registered Nurses (R.N.) for patient care in the operating rooms and in the post-anesthesia recovery room.

(f) It maintains a written agreement with at least one Hospital in the area for immediate acceptance of patients who develop complications or require post-operative or post-treatment confinement.

(g) It maintains an adequate medical record for each patient, and such record shall contain an admitting diagnosis, and, for all patients except those undergoing a procedure under local anesthesia, a pre-operative examination report, medical history, laboratory tests and/or X-rays, an operative report, and a discharge summary.

Annual Open Enrollment Period – means the period of time at the beginning of each Plan Year under policies determined and published by the Plan Administrator, during which Students may elect to enroll in the SHBP. Students first enrolling at UNH at periods other than the beginning of a Plan Year may also enroll in the SHBP under policies determined and published by the Plan Administrator. Students who waive enrollment in the SHBP cannot change their election until the next Annual Open Enrollment Period. Students who attain other health insurance that would qualify for waiving SHBP coverage may apply to withdraw from the SHBP at the end of any semester Coverage Period.

Approved Clinical Trial – means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and is one of the following:

(1) federally funded or approved;
(2) conducted under a Food and Drug Administration (FDA) investigational new drug application; or
(3) drug trials which are exempt from the requirements of an FDA investigational new drug application

Birthing Center – means a facility operated primarily for the purpose of providing treatment for obstetrical care for which it was duly incorporated as a Birthing Center and registered as a Birthing Center with the existing state. The Birthing Center must also be licensed, if required by law.
**Claimant** – means SHBP-Covered Person to whom the claim relates or, as applicable, to the SHBP Covered Person’s authorized representative.

**Contracted Rate** – the negotiated amount the SHBP has agreed to pay an In-Network Provider for Covered Expenses minus any applicable Coinsurance, Copayment or Deductible an SHBP-Covered Person may be responsible as specified in Section V of the SHBP Document entitled Schedule of Benefits.

**Coverage Period** – means the various periods during which benefits provided under the SHBP are available to a Covered Person.

**Covered Expense(s)** – means the services or supplies that an SHBP-Covered Person is eligible to receive, or obtain payment for, as specified in this Plan Document in Section V, Schedule of Benefits, Sections VI, Required Benefits, Section VII, Covered Medical Expenses, and Section IX, Prescription Benefits and Exclusions. All provisions contained in this Plan Document, including exclusions, limitations, preadmission/precertification requirements, and special provisions such as Coordination of Benefits and Subrogation apply to Covered Expenses.

**Covered Person/SHBP-Covered Person** – means a Student or Eligible Dependent enrolled in this SHBP.

**Covered Student** – means any Student who enrolls in the SHBP and signs the enrollment application form on behalf of himself or herself, and on behalf of any Eligible Dependents, and pays the necessary contributions under the SHBP. Covered Student also means those Students who are automatically enrolled in the SHBP and pay the necessary contributions under the SHBP.

**Custodial Care** – means care which is designed essentially to assist the Covered Person, whether disabled or not, in meeting the activities of daily living, including services which constitute personal care such as help in walking and getting in or out of bed, assistance in bathing, dressing, feeding, using the toilet, preparation of special diets, and supervision over medication which can normally be self-administered. Such services and supplies are deemed to be Custodial Care whenever and wherever furnished, without respect to the Provider/Practitioner by whom or by which they are prescribed, recommended, or performed.

**Day Treatment** – means mental health or Substance Addiction/Abuse care on an individual or group basis for more than 2 hours but less than 24 hours per day in either a licensed Hospital, rural health center, community mental health center or Substance Addiction/Abuse treatment facility. This type of care is also referred to as partial hospitalization.

**Durham Area** – means geographic areas that have “038” in the first three digits of their U.S. Postal zip code.
Effective Date – means either the first day of the Plan Year or the first date of any Coverage Period. The Effective Date may be earlier than the first day of the Plan Year under certain circumstances established by UNH and published in the SHBP Document or subsequent amendment. For Qualified Late Enrollees and newly acquired dependents, the Effective Date will be the first date of the month for SHBP coverage, unless otherwise specified in the SHBP Document.

Effective Treatment of Alcoholism/Substance Addiction/Abuse – is a program of Alcoholism/Substance Addiction/Abuse therapy that meets all of the following requirements.

1. It is prescribed and supervised by a qualified Provider/Practitioner.

2. The Provider/Practitioner certifies that a follow-up program has been established which includes therapy by a Provider/Practitioner, or group therapy under a Provider’s/Practitioner’s direction at least once per month.

3. It includes attendance at least twice a month at meetings of organizations devoted to the therapeutic treatment of Alcoholism/Substance Addiction/Abuse.

Treatment for maintenance care is not considered Effective Treatment. Maintenance care consists of the providing of an environment without access to alcohol or drugs.

Eligible Dependent(s) – means person(s) eligible for coverage under the SHBP as a dependent of a Covered Student as defined in Section IV of the SHBP Document, entitled SHBP Eligibility.

Emergency/Emergency Care/Emergency Medical Condition – means the sudden onset of a medical condition of sufficient severity that an individual possessing an average knowledge of health and medicine could reasonably expect that failure to obtain medical treatment would seriously jeopardize the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child); or cause serious harm to bodily functions or any bodily organ or part.

Examples of medical emergencies include symptoms of heart attack and stroke; poisoning; loss of consciousness; severe difficulty breathing or shortness of breath; shock; convulsions; uncontrolled or severe bleeding; sudden and/or severe pain; coughing or vomiting blood; sudden dizziness or severe weakness; profound change in vision; severe or persistent vomiting or diarrhea; and profound change in mental status.

Emergency Care does not include ambulance service to the facility where treatment is received (see Ambulance Services in Section V: Schedule of Benefits, and Section VIII: Preadmission/ Precertification).

Emergency Evacuation – means after being treated at a local Hospital; the Covered Person’s medical condition warrants transportation to his/her home country or permanent resi-
dence to obtain further medical treatment to recover from an *Illness* or *Injury* sustained while covered under the SHBP.

**Emergency Medical Services** – means care administered in a *Hospital*, clinic, or *Provider’s/Practitioner’s* office for an *Emergency Medical Condition*; but does not include ambulance service to the facility where treatment is received

**Essential Benefits/Services** — means, for the purposes of considering a request for extension of the maximum 90 day period under the provision for extension of SHBP eligibility due to a Medical Leave of Absence (refer to Section VIII, When Coverage Ends), a *Medically Necessary* service or supply that could not be reasonably be provided by a health care provider that is covered by a health insurance that replaces the SHBP with similarly expected medical outcomes, convenience for access to care for the patient, continuity of care, or other factor for care, that, in the sole judgment of the Plan Administrator, appropriately necessitates the continuation of SHBP eligibility under the provisions for a Medical Leave of Absence.

**ERISA** – means the Employee Retirement Income Security Act of 1974, as amended from time to time.

**Expenses Incurred** – means an *Expense Incurred* at the time the service or supply is provided.

**Experimental/Investigational** – means a drug, device, medical treatment, new technology, procedure, or supply, which is not one of the following:

1. the drug cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug, device, treatment, new technology, procedure, or supply is furnished, or

2. the drug, device, medical treatment, new technology, procedure, or supply, or the patient’s informed consent document utilized with the drug, device, treatment, new technology, procedure, or supply, was reviewed and approved by the treating facility’s institutional review board or other body serving a similar function, or if federal law requires such review or approval, or

3. reliable evidence shows that the drug, device, medical treatment, new technology, procedure, or supply is the subject of on-going Phase I or Phase II clinical trials; is the research, experimental study, or investigational arm of on-going Phase III clinical trials; or is otherwise under study to determine its maximum tolerated dose, toxicity, safety, or efficacy as compared with a standard means of treatment or diagnosis except for drugs, devices, medical treatments, technology, procedures or supplies that would otherwise be covered under the SHBP if they are provided to an SHBP-Covered Person enrolled in an *Approved Clinical Trial*, are consistent with that standard of care for someone with the patient’s diagnosis, are
consistent with the study protocol for the Approved Clinical Trial and would be covered if the patient did not participate in the Approved Clinical Trial; or

(4) reliable evidence shows that the prevailing opinion among experts regarding the drug, device, medical treatment, new technology, procedure, or supply is that further studies or clinical trials are necessary to determine maximum tolerated dose, toxicity, safety, or efficacy as compared with a standard means of treatment or diagnosis.

Reliable evidence means only published reports and articles in the authoritative medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, medical treatment, new technology, procedure, or supply; or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment, new technology, procedure, or supply.

**Freestanding Health Clinic** – means a private facility other than a private office of a Provider/Practitioner, which is operated primarily for the purpose of providing the treatment of Illness or minor Injuries of patients who are treated with or without an appointment for which it is duly licensed.

**Grievance** – means a written or oral complaint submitted by you, or on your behalf, regarding:

(1) availability, delivery or quality of health care services, including a complaint regarding an Adverse Benefit Determination; or

(2) claims payment, handling or reimbursement for health care services; or

(3) matters pertaining to the relationship between you and the Claims Administrator.

**Habilitative/Habilitation Services** – means health care services that help a Covered Person or their Eligible Dependent keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who isn't walking or talking at the expected age. These services may include, but are not limited to, physical and occupational therapy, speech-language pathology, and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

**Home Health/Hospice** – means care provided by a Home Health Care/Hospice Care Agency under an approved Home Health Plan/Hospice Plan of Care. Home Health/Hospice also means a licensed Home Health Care/Hospice Care Agency or Inpatient Hospice Facility that meets all of the requirements specified in the SHBP Document.

**Home Health Care Agency/Hospice Care Agency** – means an agency or organization which fully meets each of the following requirements.
(1) It is primarily engaged in and is duly licensed, if such licensing is required, by the appropriate licensing authority to provide Skilled Nursing services and other therapeutic services.

(2) It has policies established by a professional group employed with the agency or organization. The professional group must include at least one Provider/Practitioner and at least one Registered Nurse (R.N.) to govern the services provided and it must provide for full-time supervision of such services by a Provider/Practitioner or Registered Nurse.

(3) It maintains a complete medical record on each patient.

(4) It has an administrator.

Home Health Plan/Hospice Plan of Care – means a prearranged, written outline of care that will be provided for the palliation and management of a person’s terminal Illness or Home Health care services.

Hospital – means any institution which fully meets all of the following requirements.

(1) It must furnish day and night lodging.

(2) It must be primarily engaged in providing diagnostic and therapeutic facilities for surgical and medical diagnosis, and treatment and care of injured and sick persons by or under the supervision of physicians who are legally licensed to practice medicine for compensation from its patients on an inpatient basis.

(3) It must regularly and continuously provide day and night nursing service by or under the supervision of a Provider/Practitioner.

(4) It must not be, other than incidentally, a place for the aged or a nursing or convalescent home.

(5) It must be operated in accordance with the laws of the jurisdiction in which it is located.

The term Hospital includes an institution specializing in the care and treatment for rehabilitation and Mental or Nervous Disorder, emotional Illness, or disturbance, which would qualify under this definition as a Hospital. The term Hospital also includes a residential treatment facility specializing in the care and treatment of Alcoholism, drug addiction, or chemical dependency, provided such facility is duly licensed, if licensing is required by law in the jurisdiction where it is located, or otherwise lawfully operated if such licensing is not required.
The term *Hospital* also includes a rehabilitation facility/Hospital which is licensed by the State, accredited by the Joint Commission, and accredited by the Commission of Accreditation of Rehabilitation Facilities.

**Illness(es)** – means a sickness, bodily disorder, disease, or *Mental or Nervous Disorder*. An *Illness* due to causes which are the same as or related to causes of a prior *Illness*, from which there has not been complete recovery will be considered a continuation of such prior *Illness*. The term *Illness* as used in this SHBP will include pregnancy, childbirth, miscarriage, termination of pregnancy, and any complications of pregnancy and related medical conditions.

**Incurred Date** – means the date the service was performed or the supply was provided.

**Infertility** – means the condition of a presumably healthy individual who is unable to conceive or produce conception during a one-year period.

**Injury(ies)** – means an event from an external agent resulting in damage to the physical structure of the body independent of *Illness*, and all complications arising from such external agent.

**Inquiry** – means any communication to the Claims Administrator, Plan Administrator, or Case Management Service, or utilization review organization by you, or on your behalf, that has not been the subject of an *Adverse Benefit Determination* and that requests redress of an action, omission, or policy of the SHBP.

**In-Network Provider(s)/Practitioner(s)** – means an individual *Provider/Practitioner*, an organization of *Provider(s)/Practitioner(s)*, *Hospitals* and other health care *Provider(s)/Practitioner(s)* that have agreed to participate in the Preferred Provider Networks offered under the SHBP. The level of coverage for benefits within the network is generally greater than the level of coverage for benefits outside the network.

**Inpatient Hospice Facility** – means an establishment which may or may not be part of a *Hospital* and which meets all of the following requirements.

1. It complies with licensing and other legal requirements in the jurisdiction where it is located.

2. It is mainly engaged in providing inpatient palliative care for the terminally-ill on a 24-hour basis under the supervision of a *Provider/Practitioner* or by a Registered Nurse (R.N.) if the care is not supervised by a *Provider/Practitioner* available on a prearranged basis.

3. It provides pre-death and bereavement counseling.

4. It maintains clinical records on all terminally-ill persons.
(5) It is not mainly a place for the aged or a nursing or convalescent home.

*Inpatient Hospice Facility* also will include a *Hospice* facility approved for a payment of *Medicare Hospice* benefits.

**Intensive Care Unit** – means an accommodation of part of a *Hospital*, other than a postoperative recovery room, which, in addition to providing room and board:

(1) is established by the *Hospital* for a formal *Intensive Care Unit* program;

(2) is exclusively reserved for critically-ill patients requiring constant audio-visual observation prescribed by a *Provider/Practitioner* and performed by a *Provider/Practitioner* or by a specially-trained Registered Nurse; and

(3) provides all necessary life-saving equipment, drugs, and supplies in the immediate vicinity on a standby basis.

**Involuntarily Lose / Involuntary Loss** – means, as this term is used for the purposes of administering the provisions for Qualified Late Enrollees, the involuntary loss of a group health insurance program for any reasons other than (a) non-payment of premium or (b) loss of health insurance because of withdrawal from UNH and with corresponding loss of eligibility status used to qualify for a parent’s group health insurance plan. UNH reserves the right to exclude from this definition losses of group health insurance coverage which the *Covered Person* could have reasonably been expected to avoid.


**Medical Necessity/Medically Necessary** – means a service or supply which is a health care service that a *Provider/Practitioner*, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an Illness, Injury, disease or its symptoms, and that is:

(1) legal and is provided in accordance with generally accepted standards of medical practice;

(2) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient’s Illness, Injury or disease;

(3) not Experimental or Investigational; and

(4) not primarily for the convenience of the patient or the *Provider/Practitioner* and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient’s Illness, Injury or disease.
For these purposes, “generally accepted standards of medical practice” means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community.

**Medicare** – means Title XVIII of the Social Security Act of 1965, as amended. Part A means Medicare’s hospital plan and Part B means the supplementary medical plan.

**Mental or Nervous Disorder** – means manic depression, neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind.

**Morbid Obesity** – means a diagnosed condition in which the body weight exceeds the medically recommended weight by either 100 pounds or twice the medically recommended weight for a person of the same height, age, and mobility as the Covered Person.

**Out-Of-Network Provider(s)/Practitioner(s)** – means an individual Provider/Practitioner, an organization of Provider(s)/Practitioner(s), and other health care Providers/Practitioners that do not participate in the Preferred Provider Networks offered under the SHBP. The level of coverage for benefits outside of the network is generally less than the level of coverage for benefits within the network.

**Plan Year** – September 1, 2015, through August 31, 2016.

**Preadmission Tests/Testing** – means tests performed in a Hospital prior to confinement as an inpatient resident, provided:

1. such tests are related to the performance of a scheduled surgery or a scheduled admission;

2. such tests have been ordered by a duly-qualified Provider/Practitioner after a condition requiring such surgery or treatment has been diagnosed and Hospital admission for such surgery or treatment has been requested by the Provider/Practitioner and confirmed by the Hospital; and

3. the patient is subsequently admitted to the Hospital, or the confinement is canceled or postponed because there is a change in the condition, which precludes the surgery or the treatment.

**Provider(s)/Practitioner(s)** – means an appropriately-licensed Doctor of Medicine (M.D.), Doctor of Dental Surgery (D.D.S.), Doctor of Dental Medicine (D.M.D.), Licensed Anesthesiologist (M.D. or D.O), Doctor of Podiatry Medicine (D.P.M.), Doctor of Chiropractic (D.C.), Doctor of Optometry (O.D.), Certified Nurse Midwife (C.N.M.), Certified Nurse Anesthetist (C.R.N.A.), Registered Physical Therapist (R.P.T.), Psychologist (Ph. D., Ed. D., Speed., or MA), Registered Nurse (R.N.), Licensed Clinical Social Worker (L.C.S.W.), Master of Social Work (M.S.W.), Speech Therapist, Occupational Therapist (O.T.), Provider’s/Practitioner’s Assistant, Registered Respiratory Therapist R.R.T.), Nutritionist, Nurse Practitioner (A.P.R.N.), or Naturopath (N.D.).
**Routine Nursery Care** – means routine room and board or nursery charges, Provider’s/Practitioner’s or surgeon’s charges, and any other related charges (including charges for circumcision) incurred while a newborn child is an inpatient in a Hospital, but coverage under this provision will not be provided beyond the date the newborn child is first discharged from the Hospital.

**SHBP** – means the Student Health Benefits Plan provided by the Plan Sponsor. Refer to the Plan Document that is applicable for each Plan Year that the SHBP is operated.

**Skilled Nursing/Skilled Nursing Facility** – means an institution or part thereof constituted and operated pursuant to law which:

1. provides, for compensation, room and board and 24-hour Skilled Nursing service under the full-time supervision of a Provider/Practitioner or a Registered Nurse. Full-time supervision means a Provider/Practitioner or Registered Nurse is regularly on the premises at least 40 hours per week;

2. maintains a daily medical record for each patient;

3. has a written agreement of arrangement with a Provider/Practitioner to provide Emergency Care for its patients;

4. qualifies as an extended care facility under Medicare, as amended; and

5. has a written agreement with one or more Hospitals providing for the transfer of patients and medical information between the Hospital and the skilled or convalescent nursing facility.

In no event, however, will a convalescent or Skilled Nursing Facility be deemed to include an institution which is, other than incidentally, a place for rest, for the aged, for treatment of chemical dependency, for the blind or deaf, for the mentally ill, or for the mentally handicapped.

**Student(s)** – means persons who are students at UNH who are eligible for coverage under the SHBP as defined in Section IV of the SHBP Document, entitled SHBP Eligibility. Student(s) also means persons who are enrolled in the International University Transfer Program (IUTP) provided by Navitas and taking classes at the Durham campus of the Plan Sponsor regardless of degree seeking status or credit hours enrolled at UNH. For IUTP students, the Plan Sponsor requires payment of applicable fees for access to UNH Health Services as a condition of having student eligibility for the SHBP. The cost of coverage and period of coverage for IUTP students may vary depending upon the periods they are scheduled to be on the Durham campus of the Plan Sponsor.
**Definitions**

**Substance Addiction/Abuse** – means a substance-induced disorder, which produces a state of psychological and/or physical dependence.

**Total Disability or Totally Disabled** – means the status of a *Covered Student* who is unable to attend class or complete other required school work as a result of *Injury* or *Illness*. A covered spouse will be considered *Totally Disabled* if he or she is unable to engage in the typical activities of a person of same age and sex as a result of an *Injury* or *Illness*. A covered child will be considered *Totally Disabled* if he or she meets the requirements for *Total Disability* as defined in Internal Revenue Code Section 22(e)(B).

**University of New Hampshire (UNH)** – means the University of New Hampshire campuses at Durham, Manchester, and UNH Law in Concord.

**Uniformed Service** – means the Armed Forces, the Army National Guard, and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Service; and any other category of persons designated by the President in the time of war or emergency.

**Urgent Care** – means care that is provided when an individual’s health is not in serious danger, but that individual needs immediate medical attention for an unforeseen *Illness* or *Injury*. Examples of *Illnesses* or *Injuries* in which *Urgent Care* might be needed are a broken or dislocated toe, a cut that needs stitches but is not actively bleeding, or symptoms of a urinary tract infection.
A. Claims and Appeals Procedures

This Section describes a SHBP-Covered Person’s rights and obligations with respect to filing claims, submission of Grievances, receiving timely notice about whether and the extent to which benefits are payable, and the option to appeal a claim that has been denied in whole or in part.

B. Overview

The Plan Administrator has delegated the administration of claims processing under the SHBP to the Claim Administrator. As directed by the Plan Administrator, the Claim Administrator makes initial claim and initial appeal determinations based on the specific terms of the Plan Document. The Plan Administrator has authority to interpret the SHBP Document to determine the amount of benefits that will be paid on any particular benefit claim, and has discretion and authority to make factual findings regarding a claim and to interpret the terms of the Plan as they apply to the claims.

The steps involved in claims and appeals processing are outlined below. Important details about the required procedures and SHBP-Covered Person’s rights are included in Sections C through G.

(1) All initial claims must be filed within one (1) year of the date the Incurred Date for a Covered Expense.

(2) As directed by the Plan Administrator, the Claim Administrator will make an initial determination about benefits payable based on the specific terms of this Plan Document and will notify the SHBP-Covered Person within the period specified for the type of claim filed (refer below to Initial Claim Determination, and Chart A).

(3) If the claim is denied in whole or in part, and the SHBP-Covered Person disputes the determination, he or she may contact the Claim Administrator to confirm that the claim was properly processed. The SHBP-Covered Person may also immediately file a formal internal appeal (refer below to Internal Appeals and External Review of Denied Claims).

(4) As directed by the Plan Administrator, the Claim Administrator will review the first internal appeal filed, and will make an appeal determination based on the specific terms of the Plan Document within the period specified for the type of claim that is the subject of the appeal (refer to below to Internal Appeals and External Review of Denied Claims, Chart B).

(5) If the first internal appeal is denied, the SHBP-Covered Person may file a second internal appeal within the time periods specified in Chart B, below. The appeal will be reviewed by the Plan Administrator, who holds the authority to make the final determination about benefits payable under the Plan Document. The second appeal is the final internal appeal available under the SHBP.
CLAIMS AND APPEALS PROCEDURES

Section XIX

(6) If the final internal appeal is denied in whole or in part and the denial is related to a rescission or is based on medical judgment, and the SHBP-Covered Person disputes the determination, the SHBP-Covered Person (or authorized representative) has the right to request an external review by an independent review organization (IRO) within the time periods specified in Chart B, below. The IRO will review the denial and issue a final decision within the period specified for the type of claim that is the subject of the review (refer to Subsection H, Internal Appeals and External Review of Denied Claims, Chart B below).

C. Who May File a Claim

A claim may be filed by a SHBP-Covered Person, his or her authorized representative, or his or her health care service provider. To designate an authorized representative, a SHBP-Covered Person must submit a requesting in writing to the Claim Administrator. After an authorized representative has been designated, all subsequent notices and decisions concerning claims will be provided to the SHBP-Covered Person through his or her authorized representative. The forms required to authorize a representative are available from the Claim Administrator. For the purposes of this Section, a Claimant refers to the Covered Person to whom the claim relates or, as applicable, to the Covered Person’s authorized representative.

D. Types of Claims

The time limits applicable to claims and appeals depend on the type of claim at issue. The categories of potential claims are defined below.

(1) Urgent Care Claim–A claim for medical care or treatment where using the time periods for making non-urgent care determinations (a) could seriously jeopardize the life or health of the SHBP-Covered Person or the ability of the SHBP-Covered Person to regain maximum function, or (b) in the opinion of a Provider/Practitioner with knowledge of the SHBP-Covered Person’s medical condition, would subject the Claimant to severe pain that could not be adequately managed without the care or treatment being claimed. Refer also to Urgent Care in the Definitions provided in Section XVIII.

(2) Concurrent Care Claim–A claim for an extension of the duration or number of treatments provided through a previously-approved benefit claim

(3) Pre-Service Care Claim–A claim for a benefit that requires approval (usually referred to as precertification or preauthorization) under the SHBP in advance of obtaining medical care

(4) Post-Service Care Claim–A claim for services that have already been provided or that do not fall into any of the categories above
E. When and How to File a Claim

A SHBP-Covered Person must submit, or ensure that his or her Provider/Practitioner submits a claim within one (1) year after the date that services are provided. Claims received after that date will be denied. This time limit does not apply if the SHBP-Covered Person is legally incapacitated.

How a claim may be filed depends on the type of claim (refer to Section D):

(1) Urgent Care Claims may be submitted verbally by calling the Claim Administrator at (844) 260-9900 or by any method available for non-urgent and post-service claims.

(2) Non-Urgent Care Claims and Post-Service Care Claims may be filed electronically or using a written form available from the Claim Administrator, and must be submitted to the Claim Administrator using one of the following methods:

- Electronically
- U.S. Mail
- Hand delivery
- Facsimile (FAX): (508) 329-4812

<table>
<thead>
<tr>
<th>Health Plans, Inc.</th>
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<tbody>
<tr>
<td>1500 West Park Drive, Suite 330</td>
</tr>
<tr>
<td>Westborough, MA 01581</td>
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<tr>
<td>Health Plans, Inc.</td>
</tr>
<tr>
<td>P.O. Box 5199</td>
</tr>
<tr>
<td>Westborough, MA 01581</td>
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F. Initial Claim Determination

After a claim has been submitted in compliance with Section, the Claims Administrator is obligated to adjudicate the claim within specified time limits, depending on the type of claim. In some cases, the time limits may be extended if there are circumstances beyond the Claim Administrator’s control that require a delay, or if the claim was submitted improperly or lacked information necessary to make a determination. In such cases, the Claimant will be notified about the need for a delay or for additional information regarding the claim within a specified period of time.

The following table shows the applicable time limits based on type and specific circumstances of the claim.
### CHART A – Time Limits Regarding Initial Claims

<table>
<thead>
<tr>
<th>Type of Initial Claim (refer to Section D)</th>
<th>Maximum period after receipt of claim for initial benefits determination</th>
<th>Maximum extension of initial benefits determination for delays beyond the control of Claim Administrator</th>
<th>Maximum period to notify Claimant of improperly filed claim or missing information</th>
<th>Period for Claimant to provide missing information</th>
</tr>
</thead>
<tbody>
<tr>
<td>URGENT CARE CLAIMS (not including urgent concurrent care claims)</td>
<td>72 hours</td>
<td>No extension permitted</td>
<td>24 hours</td>
<td>48 hours minimum*</td>
</tr>
<tr>
<td>URGENT CONCURRENT CARE CLAIMS**</td>
<td>24 hours</td>
<td>No extension permitted</td>
<td>24 hours</td>
<td>48 hours minimum*</td>
</tr>
<tr>
<td>PRE-SERVICE AND NON-URGENT CONCURRENT CLAIMS</td>
<td>15 days</td>
<td>15 days</td>
<td>15 days</td>
<td>45 days maximum</td>
</tr>
<tr>
<td>POST-SERVICE CLAIMS</td>
<td>30 days</td>
<td>15 days</td>
<td>30 days</td>
<td>45 days maximum</td>
</tr>
</tbody>
</table>

*A determination will be made within 48 hours of receiving both a properly filed claim and any missing information.

**If the claim is received at least 24 hours before the end of the previously approved course of treatment. Otherwise the time limits are the same as for Urgent Care Claims.

### G. How Claims Are Paid

If a claim is approved, in whole or in part, and a SHBP-Covered Person has authorized payments to a provider in writing, all or a portion of any eligible expenses due to a provider will be paid directly to the provider; otherwise payment will be made directly to the SHBP-Covered Person. Third parties who have purchased or been assigned benefits by Hospitals, Providers/Practitioners, or other health care providers will not be reimbursed directly by the SHBP.

### H. Internal Appeals and External Review of Denied Claims

If a claim is denied in whole or in part, a Claimant may file an internal appeal of the Adverse Benefit Determination. This includes a rescission (retroactive termination) of an individual’s coverage under the SHBP due to fraud or intentional misrepresentation.

Before filing an appeal, a Claimant should first, but is not required to do so, contact the Claim Administrator at (844) 260-9900 to verify that the claim was correctly processed under the terms of the SHBP.
Initial internal appeals must be filed within 180 days of the initial claim denial; second internal appeals must be filed within 60 days of the initial appeal denial; requests for external review (available for rescissions and claim denials based on medical judgment) must be filed within four (4) months of the second internal appeal denial. Any appeal or request for external review received after these deadlines will be denied. Chart B below shows details of the deadlines for filing appeals and making determinations upon review.

How initial and second internal appeals, or requests for external review (if applicable) may be filed depends on the type of appeal or request for external review:

(1) Urgent care appeals or requests for external review may be submitted verbally by calling the Claim Administrator at (844) 260-9900 or by any method available for non-urgent and post-service Appeals.

(2) Non-urgent care Appeals or requests for external review, and post-service appeals or requests for external review must be in writing and must be submitted to the Claim Administrator, and must be submitted to the Claim Administrator using one of the following methods:

- U.S. Mail
- Hand delivery
- Facsimile (FAX): (508) 329-4812

<table>
<thead>
<tr>
<th>Health Plans, Inc.</th>
<th>Mailing Address:</th>
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<tbody>
<tr>
<td>1500 West Park Drive, Suite 330 Westborough, MA 01581</td>
<td>Health Plans, Inc.</td>
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<tr>
<td></td>
<td>P.O. Box 5199</td>
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<td>Westborough, MA 01581</td>
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Grievances, or written appeals and requests for external review must include the following information:

(1) The patient’s name

(2) The patient’s Plan identification number

(3) Sufficient information to identify the claim or claims being appealed, such as the date of service, provider name, procedure (if known) and claim number (if available)

(4) A statement that the SHBP-Covered Person (or authorized representative on behalf of the SHBP-Covered Person) is filing an appeal or request for external review

In making an appeal or request for external review, the SHBP-Covered Person has the right to:
- Review pertinent documents and submit issues and comments in writing.

- Request the billing and diagnosis codes related to the claim if the SHBP-Covered Person believes a coding error may have caused the denial.

- Automatically receive any new or additional evidence or rationale considered, relied upon or generated by the SHBP in connection with the claim as soon as possible so as to provide the SHBP-Covered Person with reasonable time to respond before the final internal determination is issued.

- Designate an authorized representative to act on the SHBP-Covered Person’s behalf for the purposes of the appeal or request for external review.

- Submit written comments, documents, records, or any other matter relevant to his or her appeal or request for external review, even if the material was not submitted with the initial claim.

- Have reasonable access to, and copies of, all documents, records, and other information relevant to his or her appeal or request for external review, upon request and free of charge.

Any Grievance, appeal, or request for external review will take into account all comments, documents, records, and other information submitted by the Claimant relating to the appeal or request for external review, regardless of whether such information was submitted or considered in the initial benefit determination. In addition, the review will not afford deference to the initial Adverse Benefit Determination, and the review decision will be made by individuals who were not involved in the initial claim denial and who are not subordinates of those who made the initial determination. If the denial was based on a medical judgment, the appeal or request for external review will be reviewed by a health care professional who did not participate in the initial denial.

If the initial appeal is denied, the Claimant will be given the specific reasons for the denial, with reference to the applicable Plan Document provision, rule, guideline, protocol or criteria upon which the denial was based. In the event that an initial appeal is denied, the Claimant will have 60 days to request a second appeal. In filing a second appeal, the Claimant must follow all procedures specified in this Section, and will have the same rights as specified for the initial appeal. The second appeal will be reviewed by the Plan Administrator who holds authority under the SHBP to make factual findings and to interpret Plan provisions regarding the payment of benefits.

If the second appeal is denied, the Claimant will be given the specific reasons for the denial, with reference to the applicable Plan Document provision, rule, guideline, protocol or criteria upon which the denial was based. In the event that a second appeal is denied, and the denial involved a rescission or was based in whole or in part on medical judgment, the Claimant will have four (4) months to request an external review. In filing a request for an external review, the Claimant must follow the procedures specified in this Section, and will have the same rights as specified for the initial and second ap-
peal. The Claims Administrator will conduct a preliminary review of the request to determine if the claim is eligible for external review and will provide timely notification to the Claimant, in accordance with the requirements of federal law, as to whether the claim is eligible and whether any additional information is needed if the request is incomplete.

If the claim is eligible for external review, the Claims Administrator will assign the review to an IRO on a random basis, rotating assignments among IROs. The IRO will review the SHBP’s denial de novo and will not be bound by any decisions or conclusions reached during the SHBP’s internal claims and appeals process. The IRO’s determination will be binding on the Plan Document and the SHBP-Covered Person, except to the extent that other remedies are available under state or federal law. If the IRO overturns the denial, the SHBP will provide coverage or payment for the services regardless of whether the SHBP intends to seek other remedies available under state or federal law.

For Appeals of denials based on reasons other than rescissions or medical judgment, the second internal appeal is the final appeal available to the SHBP-Covered Person and there is no further review available. However, SHBP-Covered Persons may have other remedies available under state or federal law, such as filing a lawsuit.

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<th>CHART B – Time Limits Regarding Initial and Internal Second Appeals and Request for External Review</th>
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<tbody>
<tr>
<td>Type of Claim</td>
</tr>
<tr>
<td>URGENT CARE CLAIMS (including urgent concurrent care claims)</td>
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<tr>
<td>PRE-SERVICE AND NON-URGENT CONCURRENT CLAIMS</td>
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<tr>
<td>POST-SERVICE CLAIMS</td>
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*available for rescissions and denials based on medical judgment*