

**HEALTHTRUST  
DENTAL PLAN DOCUMENT  
SAME AND OPPOSITE SEX DOMESTIC PARTNERS RIDER**

**The Plan Document is amended as described in this Rider to provide coverage eligibility to Domestic Partners and their eligible children. This Rider is part of the Plan Document, and except as stated herein, all other terms of the Plan Document apply.**

**SECTION I DEFINITIONS** is hereby amended by adding the following definition:

**Domestic Partner** means a Subscriber's unmarried partner of the **same or opposite sex** when:

- each partner is at least eighteen (18) years of age, competent to enter into contracts, and jointly responsible for the common welfare and financial obligations of the couple;
- the partners currently share a common legal residence and have been continuously residing together for at least twelve (12) consecutive months (or such longer period as the Participating Group has established) at the time of enrollment of the Domestic Partner;
- each partner is the sole domestic partner of the other and the relationship is a committed, mutually monogamous, non-platonic family-type relationship which both parties intend to continue indefinitely;
- the partners have each completed and signed the *Domestic Partners Affidavit* as required by the Participating Group and HealthTrust;
- neither partner is legally married to anyone;
- the partners are not related by blood to a degree of closeness that would preclude lawful marriage in the state where the partners reside; and
- neither partner has filed a *Statement of Termination for Domestic Partners* nor been a party to a divorce or annulment proceeding within the preceding 12 months.

**SECTION II (A) ELIGIBILITY, 2. Eligible Dependents (if Dependent coverage is offered by the Participating Group)** is hereby amended to read as follows:

In addition to the Subscriber, the following individuals are also eligible for enrollment under the Plan as Dependents provided that Dependent coverage is offered by the Participating Group (as set forth on the Dental Transmittal):

- (a) **The Spouse (or Domestic Partner) of the Subscriber.** A spouse is eligible to enroll unless he or she is legally separated from the Subscriber. Throughout this Plan Document, any reference to “spouse” means:
- i. the individual to whom the Subscriber is lawfully married, as recognized under state or federal law; or
  - ii. the individual with whom the Subscriber has entered into a lawful civil union as recognized under laws that provide same gender couples in lawful civil unions with the same rights, responsibilities and obligations as afforded to lawfully married couples; or
  - iii. the individual who is the **Domestic Partner of the Subscriber**. The Subscriber and the Domestic Partner must complete a Domestic Partners Affidavit and all other requirements for Domestic Partner coverage as stated in this Rider must be met.

**Throughout this Plan Document any reference to “marriage” means a lawful marriage, a lawful civil union, or a domestic partnership that meets the requirements of this Rider. References to divorce apply to the termination of a marriage, a civil union, or a domestic partnership.**

- (b) **A Child of the Subscriber, the Subscriber’s Spouse (as defined in (a) i or ii above) or the Subscriber’s covered Domestic Partner who is:**
- i. at least two (2) and under twenty-six (26) years of age; or
  - ii. an unmarried incapacitated dependent who is twenty-six (26) years of age or older and incapable of self-support due to a physical or mental handicap (as certified by a physician), when coverage would otherwise end because the child no longer meets any of the eligibility criteria outlined above. The physical or mental incapacity must have occurred *before* the child reached age twenty-six (26) and must have occurred while the Dependent was a covered Dependent child. Incapacitated Dependents may remain covered as long as their disability continues and as long as they are financially dependent on the Subscriber and are incapable of self-support. HealthTrust must receive an Application for the incapacitated Dependent child status and medical certification of the incapacity by a physician within thirty-one (31) days of the date coverage would otherwise end for the child. HealthTrust must approve a Dependent child’s incapacitated status and may periodically request that the incapacitated status of the child be recertified.

In addition, a newborn child will be covered automatically for up to thirty-one (31) days from the child’s date of birth at no additional premium, as long as the Subscriber’s coverage is in effect during that time. Coverage may resume on the first day of the month following the child’s second birthday if the child is properly enrolled at that time. A child is not otherwise eligible to be enrolled for coverage until at least age two (2), unless (i) specifically permitted by the Participating Group’s eligibility rules, or (ii) permitted by HealthTrust by exception pursuant to a determination of medical necessity by the child’s physician.

**The term “child” means:**

- i. a natural child or stepchild;
- ii. a legally adopted child, or a child who has been placed for adoption with the Subscriber or the Subscriber’s spouse. For this purpose, “placed for adoption” means that the child has been placed in the custody of the Subscriber or the Subscriber’s spouse pursuant to an adoption proceeding under the provisions of NH Revised Statutes Annotated 170-B before the adoption becomes final;
- iii. a child for whom the Subscriber or the Subscriber’s spouse has been appointed the legal guardian by court order including children for whom the Subscriber or the Subscriber’s spouse was the legal guardian at the time the child attained 18 years of age **and** the legal guardianship terminated by operation of NH RSA 463:15(I); or
- iv. a child otherwise required to be enrolled under the Plan by federal or state law or by court order.

A foster child or grandchild is not eligible for coverage as a Dependent unless the child meets the definition of “child” above. Please see “Special Enrollment Period,” “New Dependents” in the Dental Plan Document for more information.

**NOTE:** By accepting coverage under the Plan, Subscribers represent that all statements made in their Dental Enrollment Application, or any other documentation provided with respect to eligibility and enrollment of the Subscriber and Eligible Dependents, are true to the best of the Subscriber’s knowledge and belief. Subscribers must give HealthTrust information upon request that HealthTrust deems necessary to verify coverage eligibility. Examples of documentation that HealthTrust may need to decide membership eligibility are information regarding: Dependent child status, incapacitated child status, marital status, divorce, legal separation, adoption or court orders regarding health care coverage for Eligible Dependent children.

HealthTrust reserves the right to retroactively cancel an Eligible Person’s coverage under the Plan if a Subscriber fails to provide verification upon request or misrepresents the eligibility status of the Subscriber or any Dependents.

**SECTION II (B) ENROLLMENT, 3. Application and Effective Date of Coverage** is hereby amended by adding the following provision which applies only to Domestic Partners and their children:

**Effective Date of Coverage for Domestic Partner.** In establishing an effective date of coverage, the date that a Domestic Partner meets the eligibility requirements stated in this Rider will be treated the same as a marriage event. Children of a covered Domestic Partner (including newborn and adopted children) have the same rights as stated in Section II for any other eligible child. Once enrolled, all provisions of Section II apply to Domestic Partners and their eligible children, except as amended by this Rider.

**SECTION II (C) TERMINATION OF COVERAGE** is hereby amended by adding the following provision which applies only to Domestic Partners and their children:

**Termination of a Domestic Partnership.** Coverage for a Domestic Partner ends at the end of the month during which the domestic partnership terminates or is dissolved, or the partner fails to meet the definition of a Domestic Partner as stated in this Rider. If coverage for a Domestic Partner ends, coverage ends at the same time for any enrolled children of the Domestic Partner, unless the child otherwise meets the definition of an Eligible Dependent as stated in the Rider.

When an individual ceases to be eligible as a Domestic Partner or as the child of a Domestic Partner, the Subscriber or the partner are required to submit to the Participating Group a *Statement of Termination for Domestic Partners* and a Dental Enrollment Application indicating the change within 31 days of the change in status. Failure to file the Statement of Termination and/or Dental Enrollment Application does not prohibit the Participating Group or HealthTrust from terminating the coverage of an individual who no longer meets the eligibility definition of a Domestic Partner as stated in this Rider.

**SECTION II (D) CONTINUATION OF COVERAGE** is hereby amended by adding the following provision which applies only to Domestic Partners and their children:

Coverage continuation rights and obligations as stated in this Section II, D will apply to covered Domestic Partners and their covered children in the same manner as for any other Eligible Person. Any provision for continuation rights of a spouse, widow or Medicare eligible individual stated in federal COBRA law or in Section II of the Plan Document will apply to a Domestic Partner covered under this Rider whether or not the applicable law or Dental Plan Document provision otherwise specifically includes Domestic Partners. Any provisions for divorce events described in federal COBRA law or Section II of the Dental Plan Document will apply to a Domestic Partner who no longer meets the definition of a Domestic Partner as stated in this Rider, whether or not the applicable law or Dental Plan Document provision otherwise specifically includes Domestic Partners.