

**HEALTHTRUST
DENTAL PLAN DESCRIPTION
SAME SEX DOMESTIC PARTNERS RIDER**

Your Dental Plan Description (DPD) is amended as described in this Rider to provide coverage eligibility to Domestic Partners and their eligible children. This Rider is part of your DPD, and except as stated herein, all of the other terms of your DPD apply.

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

Domestic Partner means your unmarried partner of the **same 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 your employer 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 your employer 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 your employer) is hereby amended to read as follows:

You (the Subscriber) may enroll the following individuals as Dependents provided that Dependent coverage is offered by your employer:

- (a) **Your Spouse (or Domestic Partner).** Your spouse is eligible to enroll unless you are legally separated. Throughout this DPD, any reference to your “spouse” means:
 - i. the individual to whom you are lawfully married, as recognized under state or federal law. This includes same sex spouses when legally married in a state that recognizes same sex marriages; or
 - ii. the individual with whom you have 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. **Your Domestic Partner.** You and your 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 DPD 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) Your, Your Spouse’s (as defined in (a) i or ii above) or Your covered Domestic Partner’s child who is:

- i. at least two (2) and under twenty-six (26) years of age whether married or unmarried; or
- ii. an unmarried incapacitated dependent who is 26 years of age or older and physically or mentally incapable of self-support (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 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 you and 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 for the initial 31day period following birth at no additional premium. 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.

Definition of a Child

As used above, 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 you or your spouse. For this purpose, “placed for adoption” means that the child has been placed in the custody of you or your 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 you or your spouse has been appointed the permanent legal guardian by court order; 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.

SECTION II (B) ENROLLMENT 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 and as detailed in your Domestic Partners Affidavit. 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 this Rider.

When an individual ceases to be eligible as a Domestic Partner or as the child of a Domestic Partner, you (the Subscriber) or your partner must submit to your employer a *Statement of Termination for Domestic Partners* and a Dental Enrollment Application indicating the change within 31 days of the change in status. Please contact your employer for these forms. Failure to file the *Statement of Termination* and/or Dental Enrollment Application does not prohibit your employer 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, continuation events, rules regarding qualified individuals, continuation periods, premiums and individual coverage rights will apply to covered Domestic Partners and their covered children as for any other Eligible Person. Any provision for continuation privileges of a spouse, widow or Medicare eligible individual stated in federal COBRA law or in Section II of the DPD will apply to a Domestic Partner covered under this Rider whether or not the applicable law or DPD provision otherwise specifically includes Domestic Partners. Any provisions for divorce events described in federal COBRA law or Section II of the DPD 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 DPD provision otherwise specifically includes Domestic Partners.