Plan Document for
Student Administrative
Health Fees Plan (SAHFP)
Effective January 12, 2018

For the most current version of this plan and general information about University Health Services (UHS), refer to https://healthyhorns.utexas.edu.
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I. What is the SAHF and SAHF?

Tuition at the University of Texas at Austin includes funds dedicated to University Health Services (UHS) to provide certain services to Students at the University of Texas at Austin. This provision was enacted in 1993 by state statute (Texas Edu. Code Sec. 54.05891) as part of a student-led effort to provide medical services at the University of Texas System campuses. These funds comprise the UHS Student Administrative Health Fees (SAHF).

Federal Regulations adopted on March 21, 2012 (CMS-9981-F) established the definition for Student Administrative Health Fees as follows:

Student administrative health fees (SAHF) is a fee charged by the institution of higher education on a periodic basis to students of the institution of higher education to offset the cost of providing healthcare through health clinics regardless of whether a student enrolls in student health coverage or utilizes any services offered by the clinic, which gives all students access to a student health clinic’s services and supports a number of services and activities that foster a healthier campus community.

Student Administrative Health Fees may be charged even though federal law requires certain preventive services be provided without cost sharing.

The SAHF subsidizes healthcare, health promotion, and public health initiatives provided by UHS for Students. It also funds UHS facilities, equipment, staffing, and administrative support.

This document outlines the Student Administrative Health Fee Plan, which explains how University Health Services uses the SAHF to cover some of the costs for the medical services it provides to Students. Please read it carefully.

A note about terms used in this document: Words and abbreviations that are capitalized and italicized, such as Medically Necessary, are defined in Section X, Definitions. Terms that are capitalized without italics, such as SAHF Administrator, are either section headings in this Plan Document or terms that identify organizations or individuals listed in Section III, General Information.

As used in this document, the word year refers to the Academic Year, which is generally the twelve-month period from September 1 to August 31 (refer to the University Academic Calendar). The General Information Catalog is the document of authority for all Students.

To learn more about the services UHS provides and who is eligible to use them as well as hours, location, staffing, and more, visit https://healthyhorns.utexas.edu.
II. Establishment of the Student Administrative Health Fee Plan

Terms and Conditions

This document sets forth the Student Administrative Health Fee Plan (hereinafter the SAHFP or the Plan) provided by the University of Texas at Austin (hereinafter "University") under the following terms and conditions.

A. Nothing in this Plan Document or other documents pertaining to the SAHFP provided by the University shall/may be construed to constitute health insurance or an indemnification of risk that constitutes a contract of insurance.

B. The University of Texas at Austin, as the SAHFP Sponsor, provides the SAHFP for the sole purpose of providing healthcare benefits and services to SAHFP Covered Students. The SAHFP is operated solely in the best interest of these Students and not for the purpose of profit or financial gain for the SAHFP Sponsor.

C. The SAHFP operates in compliance with all federal statutes and regulations that are applicable to college health programs and, unless otherwise noted, complies with best practice guidelines and recommendations for national associations concerned with college health programs, particularly standards and guidelines endorsed by the American College Health Association (ACHA).

D. When the SAHFP provisions cover Patient Responsibility from Students' personal health insurance, under no circumstance do such SAHFP benefits constitute waiving of cost-sharing charges that are required by Students' personal health insurance. The SAHFP funds these liabilities on a secondary payor basis, with the Students' personal health insurance providing benefits on a primary payor basis.

E. All SAHFP costs will be equitable to the extent the SAHFP takes a secondary payor position and the Students' personal health insurance provides benefits on a primary payor basis. This includes having the SAHFP Sponsor's student health insurance program incur costs that reflect fair market value relative to charges submitted to other in-network insurance providers.

F. Benefits are administered based exclusively on the provisions of this Plan Document. There are no unpublished Plan provisions. Any extra-contractual benefits will be provided only as specified in Section VI, SAHFP Covered Services and Supplies.

Effective Date

The SAHFP for the 2017-2018 Academic Year, as described herein, is effective January 12, 2018 through August 31, 2018.

General Provisions

The SAHFP is subject to all of the conditions and provisions set forth in this document and subsequent amendments, which are made a part of this Plan Document.

IN WITNESS WHEREOF, The University of Texas at Austin has caused the SAHFP to be executed by its duly-authorized representative.

The University of Texas at Austin

By: [Signature]

Printed Name: Sancia Reagins-Lilly

Vice President for Student Affairs

Title
III. General Information

Plan Name
Student Administrative Health Fees Plan (SAHFP)

Type of Plan
Student Administrative Health Fee – refer to CMS-9981-F

Effective
January 12, 2018

SAHFP Sponsor
The University of Texas at Austin

SAHFP Administrator*
Vice President for Student Affairs
The University of Texas at Austin
2304 Whitis Avenue, Stop G5000
Austin, TX 78712-1659

Agent for Service of Legal Process
Vice President for Legal Affairs
The University of Texas at Austin
Flawn Academic Center, Suite 438 (G4800)
P.O. Box R
Austin, TX 78713

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

* The SAHFP Administrator is the recipient for all Appeals for the Student Administrative Health Fees Plan (SAHFP). Refer to Section IX. Appeals for complete details regarding Appeals.
IV. Eligibility for SAHFP

All Students who are eligible to access UHS are covered by the SAHFP. For a detailed explanation of UHS eligibility, visit https://healthyhorns.utexas.edu/eligibility.html.

Because the University does not mandate health insurance coverage for all Students, eligibility for the SAHFP is in no way related to health insurance coverage.

Excluded Programs
SAHFP coverage is not available to participants in University Extension classes, Informal Classes, or Executive Education programs, and certain part-time master’s degree programs. SAHFP coverage is not available to participants of university-sponsored short-term activities such as seminars, institutes, and workshops, even if the sponsoring agency has arranged for its participants to be able to access UHS.

Faculty and Staff
Faculty and staff are not eligible for SAHFP coverage. Sole use of the Staff Education Benefit does not confer eligibility for SAHFP coverage.

Non-Transferability
SAHFP coverage cannot be transferred from one person to another.

Non-Discrimination
SAHFP follows the University’s Nondiscrimination Policy (HOP 3-3020):

In accordance with federal and state law, the University prohibits unlawful discrimination, including harassment, on the basis of race, color, religion, national origin, gender, including sexual harassment, age, disability, citizenship, and veteran status. Procedures for filing discrimination complaints on the basis of gender, including sexual harassment, are addressed by HOP 3-3031. Pursuant to University policy, this policy also prohibits discrimination on the basis of sexual orientation, gender identity, and gender expression.

The University is committed to a policy of equal opportunity for all persons and does not discriminate on the basis of race, color, national origin, age, marital status, sex, sexual orientation, gender identity, gender expression, disability, religion, or veteran status.

V. Coverage Dates

Unless otherwise specified, SAHFP coverage dates, i.e., the dates an individual is covered by the SAHFP based on eligibility as outlined in Section IV. Eligibility for SAHFP, are the same as the dates of eligibility to use UHS as specified in the UHS Eligibility Policy, addressed here: https://healthyhorns.utexas.edu/eligibility.html.

VI. SAHFP Covered Services and Supplies

Responsibility for Charges
Except as specifically detailed in Section IV. Eligibility for SAHFP, all Students enrolled at the University automatically have a portion of their tuition dedicated to University Health Services. That portion of tuition provides the SAHFP benefits set forth in this Section VI. SAHFP Covered Services and Supplies. Except as may be
specifically noted below, the SAHFP benefits are only available for services or supplies provided by University Health Services (UHS).

Except as specifically provided in this subsection, Students are responsible for the cost of any services or supplies provided by or through UHS that are not covered by the SAHFP. These include medical visits and procedures, individual visits with a dietitian, diagnostic services such as laboratory tests and radiography, physical therapy, and any other services or supplies that are not listed in this Section VI, SAHFP Covered Services and Supplies. This liability may be reduced by reimbursement provided by a student’s personal health insurance.

In accordance with federal law and UHS policy, Students may request that charges not be submitted to their personal health insurance plans, in which case those charges will remain the student’s responsibility and must be paid on the same day that the charges were incurred, i.e., on the day of service.

The SAHFP Sponsor reserves the right to use Student Administrative Health Fee funds and/or other available funds to cover charges incurred at UHS by a student when the SAHFP Administrator or their delegate determines that it is in the best interests of either the student or the University. Considerations for such a determination may include, but are not limited to, highly sensitive care situations where a student’s wellbeing could be in jeopardy if charges were submitted to the student’s personal health insurance and/or the student was required to pay for the service or supply. Such best-interest determinations will be made solely by the SAHFP Administrator or their delegate on a case-by-case basis.

The SAHFP may also provide extra-contractual benefits for services or supplies not specifically enumerated in this Section VI, SAHFP Covered Services and Supplies, to the extent that the SAHFP Administrator determines that providing Medically Necessary extra-contractual benefits: (1) will provide cost savings for the SAHFP; (2) will result in improved quality of care for the student, with no substantive difference in cost to the SAHFP; and/or (3) will be in the best interest of the University. These benefits are determined on a case-by-case basis solely by the SAHFP Administrator.

Services Covered at 100%
The SAHFP provides 100 percent coverage with no cost sharing (i.e., there is no charge to Students and no billing of insurance) for these services and supplies when provided by or through University Health Services:

A. Telephone nurse advice
B. Health history and immunization record compliance
C. Public health services or benefits that are essential for either the personal safety of an individual or for overall campus health and safety
D. Processing of medical withdrawal and course load reduction requests
E. Certain other student health program services or benefits that are borne by all Students regardless of their personal health coverage

Services Covered in Part
The SAHFP subsidizes the Patient Responsibility portion of only the following services:

B. Durable Medical Equipment (DME): The SAHFP covers 50% of the Patient Responsibility.
C. Testing for Sexually Transmitted Infections: The SAHFP covers 50% of the Patient Responsibility for tests performed in-house by the UHS Laboratory.
D. Nutrition consultations: The SAHFP covers 50% of the Patient Responsibility for consultations with a Registered Dietitian and Medical Nutrition Therapy.
E. Epinephrine auto-injector: The SAHFP covers 50% of the Patient Responsibility.
Exclusions

A. Charges apply for the following services provided by UHS. These services not billed to Students' personal health insurance, and they are not covered by the SAHFP:
   (1) Charges incurred for medical services provided by any other facility or organization
   (2) Missed appointment/late cancellation charges
   (3) Travel medicine consultations

B. The SAHFP will not cover any of the following items, regardless of Medical Necessity or recommendation of a Physician or Healthcare Provider:
   (1) Any service or supply that is not customarily provided by UHS
   (2) Any service or supply that is not specifically listed in Section VI. SAHFP Covered Services and Supplies
   (3) Laboratory testing and services completed by a reference laboratory, even if the laboratory specimen was taken at UHS
   (4) Prescription medications
   (5) Services, supplies, or treatments that are not Medically Necessary
   (6) Expenses incurred for services rendered before the effective date of coverage under the SAHFP or after coverage ends, even though Illness or Injury started while coverage was in force

C. The SAHFP does not cover any costs associated with the operation of or services provided by the Counseling and Mental Health Center, Forty Acres Pharmacy, or any other university unit.

D. The SAHFP Sponsor reserves the right to temporarily suspend and/or limit the availability of SAHFP benefits, services, or supplies due to unforeseen closure of facilities, unavailability of professional or support staff, or other circumstances beyond the control of UHS and/or the SAHFP Sponsor.

Explanation of Benefits

The SAHFP does not provide Explanation of Benefit forms.

Permissible Incongruity of Benefits, Services, or Supplies

Variability of benefits, services, or supplies may occur under the SAHFP. For example, staffing at UHS may be increased during peak demand periods.

Providing a benefit, services, or supply to a SAHFP Covered Student does not obligate the SAHFP Sponsor to:

A. continue providing the same benefits, services, or supplies while the student is enrolled at the University;
B. provide access to comparable services to other SAHFP Covered Students; or
C. provide compensation for services or supplies received by SAHFP Covered Student at locations other than University Health Services, regardless of:
   (1) dissatisfaction with timely availability of appointments,
   (2) perceptions or recommendations that services at other Healthcare Providers would be more appropriate at than services provided by University Health Services,
   (3) dissatisfaction with benefits, services, or supplies provided by the SAHF, and/or
   (4) determination by the SAHFP Sponsor to deny requests for modification of services, benefits, or supplies under the SAHFP, regardless of Medical Necessity or convenience for access to care.

Notice of Change for SAHFP Benefits, Services, or Supplies

Benefits, services, and supplies covered by the SAHFP are subject to change without notice to SAHFP Covered Students (Refer also to Amendment in Section VIII. Procedures and Statement of Rights).
VII. Confidentiality

Refer to the UHS website for privacy and confidentiality policies applicable to services provided under the SAHFP.

Patient Rights and Responsibilities

Refer to the UHS website for patient rights and responsibilities applicable to services provided under the SAHFP.

VIII. Procedures and Statement of Rights

Allocation of Authority

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

1. to interpret the SAHFP, the Plan Document, and any other writings affecting the establishment or operation of the SAHFP, 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 or services, and to decide all matters arising under the SAHFP, 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 or services made under the SAHFP.

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

Powers and Duties of SAHFP Administrator

The SAHFP Administrator will have the following powers and duties:

1. to require any person to furnish such reasonable information as the SAHFP Administrator may request for the proper administration of the SAHFP as a condition to receiving any benefits, services, or supplies under the SAHFP;
2. to make and enforce such rules and regulations and prescribe the use of such forms as the SAHFP Administrator will deem necessary for the efficient administration of the SAHFP;
3. to decide on questions concerning the SAHFP, or the eligibility of any person to participate in the SAHFP, in accordance with the provisions of the SAHFP;
4. to determine the amount of benefits, services, or supplies that will be payable or provided to any person in accordance with the provisions of the SAHFP;
5. to inform SAHFP Covered Student(s), as appropriate, of the amount of such benefits, services, or supplies payable or provided in accordance with the provisions of the SAHFP;
6. to provide a full and fair review to any SAHFP Covered Student whose claim for benefits, services, or supplies under the SAHFP has been denied in whole or in part;
7. to retain such actuaries, accountants, consultants, third-party administration services, legal counsel, or other specialists, as the SAHFP Administrator may deem appropriate and necessary for the SAHFP's effective administration; and
8. 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;
9. to designate other persons to carry out any duty or power that would otherwise be a fiduciary or clerical responsibility of the SAHFP Administrator under the terms of the SAHFP;
Delegation by the SAHFP Administrator
The SAHFP Administrator may employ the services of such persons or organizations as necessary or desirable in connection with the administration of claims, benefits, services, or supplies, or other operations of the SAHFP.

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

The SAHFP Administrator (and any person to whom any duty or power in connection with the operation of the SAHFP 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 SAHFP 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.

Payment of Administrative Expenses
All reasonable costs incurred in the administration of the SAHFP 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 SAHFP Administrator in connection with the administration thereof, will be paid by the SAHFP Sponsor unless the SAHFP Administrator directs the SAHFP to pay such expenses and such payment by the SAHFP as permitted by law.

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

Amendment
The SAHFP Administrator has the right to amend this SAHFP in any and all respects at any time, and from time to time, without prior notice to the extent such Amendment constitutes a benefit or service increase or enhancement.

Any such amendment will be by a written instrument signed by a duly-authorized Officer of the SAHFP Sponsor. The SAHFP Administrator will post an amended copy of the plan document on the UHS website. The copy found at healthyhorns.utexas.edu shall always be current and effective at the date of publication.

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

Necessary Information
When a student requests and/or seeks benefits, services, or supplies under the SA-IFP, the student must furnish all the information required to implement plan provisions.

Waiver and Estoppel
No term, condition, or provision of the SAHFP shall be deemed to be waived, and there shall be no estoppel against enforcing any provision of the SAHFP, 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 SAHFP Covered Student 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.

**Non-Vested Benefits**
Nothing in the SAHFP shall be construed as creating any vested rights to benefits in favor of any SAHFP Covered Student.

**Interests Not Transferable**
The interests of the SAHFP Covered Student under the SAHFP 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 SAHFP Administrator.

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

**In General**
Any and all rights provided to any SAHFP Covered Student under the SAHF shall be subject to the terms and conditions of the SAHFP. This Plan Document shall not constitute a contract between the SAHFP Sponsor and any SAHFP Covered Student, nor shall it be consideration or an inducement for the initial or continued enrollment of any Student in the SAHFP Sponsor. Likewise, maintenance of this SAHFP shall not be construed to give any SAHFP Covered Student the right to be retained as a SAHFP Covered Student by the SAHFP Sponsor or the right to any benefits not specifically provided by the SAHFP.

**IX. Appeals**
Any complaint or concern about the terms of the SAHFP should first be addressed with the Executive Director of University Health Services.

If a student is not satisfied with the response to a complaint or concern, or the student believes the matter requires consideration by the SAHFP Administrator, a written appeal may be submitted pursuant to the requirements specified in this Section IX. Appeals. The SAHFP Sponsor may engage external or internal consultants and/or medical experts to assist the SAHFP Administrator to consider Appeals.

Under no circumstances will a decision by the SAHFP Administrator in response to an appeal require UHS to provide services to a student who has been dismissed by UHS as a patient. Likewise, no decision by the SAHFP Administrator in response to an appeal will compel UHS to provide services or supplies which are not included in this Plan Document as Covered Services and Supplies/Covered Expenses(s).
X. Definitions

The following terms define specific wording used in this document.

**Academic Year.** Generally, September 1 to August 31 (refer to the academic calendar posted on the website of the Office of the Registrar).

**Covered Services and Supplies/Covered Expenses(s):** A *Health* Service or supply that is eligible for benefits when performed by a *Healthcare Provider* who is an employee of UHS and working at UHS. A *Covered Service or Supply* must be a medical expense charge that is specifically identified in the Section VI. SAHFP Covered Services and Supplies as being covered by the SAHFP and not otherwise excluded by the SAHFP.

*Healthcare Provider(s):* A *Physician*, nurse, or other clinician as those terms are specifically defined as follows:

- *Healthcare Provider* includes, but is not limited to: *Physician*, Doctor of Dental Surgery (DDS), Doctor of Dental Medicine (DMD), Doctor of Podiatry Medicine (DPM), Doctor of Chiropractic (DC), Doctor of Optometry (OD), Certified Nurse Midwife (CNM), Certified Registered Nurse Anesthetist (CRNA), Registered Physical Therapist (RPT), Psychologist (PhD, EdD, PsyD), Registered Nurse (RN), Nurse Practitioner (APRN, FNP-BC), Certified Diabetes Educator, Licensed Clinical Social Worker (LCSW), Master of Social Work (MSW), Licensed Professional Counselor (LPC), Speech Therapist, Occupational Therapist, Physician’s Assistant, Registered Respiratory Therapist, Nutritionist, or Registered Dietitian (RD).

A *Healthcare Provider* must not be spouse, child, or other close family member of the SAHFP Covered Student receiving services.

*Health Service:* See University Health Services.

*Injury.* A condition which results independently of a *Sickness* and all other causes and is a result of an externally violent force or accident.

*Medical Necessity/Medically Necessary* means health care services that a *Healthcare Provider*, 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 are: (a) in accordance with generally accepted standards of medical practice; (b) clinically appropriate, in terms of type, frequency, extent, site, and duration, and considered effective for the patient’s *illness, Injury*, or disease; and (c) not primarily for the convenience of the patient, the *Healthcare Provider* or any other *Healthcare Provider*, 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, Physician Specialty Society recommendations, and the views of Physicians practicing in relevant clinical areas and any other relevant factors.

*Patient Responsibility:* The part of the cost for a patient’s healthcare that isn’t paid by tuition or health insurance.

*Physician.* A licensed Doctor of Medicine or Doctor of Osteopathy practicing within the scope of their license and who is not a close family member of the SAHFP Covered Student receiving services.

*SAHF:* The Student Administrative Heath Fees explained in this Plan Document and provided by the University. Refer to Section I. What is the SAHF and SAHFP?

*SAHFP Covered Student:* A person who is eligible for coverage under the SAHF and is covered by the SAHFP following the full payment of the applicable cost of coverage.
SAHFP Sponsor. The University of Texas at Austin is the sole fiduciary of the SAHF, and exercises all discretionary authority and control over the administration of the SAHFP and the management and disposition of plan assets. The SAHFP Sponsor shall have the sole discretionary authority to determine eligibility for plan benefits or to construe the terms of the SAHFP. The SAHFP Sponsor has the right to amend, modify or terminate the SAHFP in any manner, at any time, regardless of the health status of any plan participant or beneficiary.

The SAHFP Sponsor may retain a firm to perform claims processing and other specified services in relation to the SAHFP. Any such contractor will not be a fiduciary of the SAHF and will not exercise any of the discretionary authority and responsibility granted to the SAHFP Sponsor, as described in this document.

Sickness/Illness. Any bodily sickness or mental/behavioral health disorder. For purposes of the SAHF, pregnancy will be considered as any other Sickness.

Student: A person who is currently enrolled at The University of Texas at Austin.

University Health Services (UHS): The Health Service provided by the University of Texas at Austin for its Students.

Amendment Log:
None