FRANKLIN & MARSHALL COLLEGE

PLAN DOCUMENT
FOR
2025-2026
STUDENT ADMINISTRATIVE HEALTH FEES
(SAHF)

EFFECTIVE DATE: Aug 1, 2025

For the most current information regarding the SAHF, notices, and general information, students should refer to this web site:

http://www.fandm.edu/health-wellness-and-safety/student-wellness-center

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

THIS INSTRUMENT sets forth the Student Administrative Health Fees (hereinafter the SAHF) provided by Franklin & Marshall College (hereinafter the College or the *SAHF Sponsor),*

A. Establishment of SAHF. The College hereby sets forth the SAHF under the following terms and conditions.

(1) Nothing in this Plan Document or other documents pertaining to the SAHF provided by the College shall/may be construed to constitute health insurance or an indemnification of risk that constitutes a contract of insurance.

(2) The *SAHF Sponsor* provides the SAHF for the sole purpose of providing health care benefits and services to *SAHF Covered Students.* The SAHF is operated solely in the best interest of students and not for the purpose of profit or financial gain for the *SAHF Sponsor,* consistent with compliance with standards for insurance endorsed by the American College Health Association (ACHA). Fees designated as SAHF reflect actual operating costs. Any administrative costs charged by the *SAHF Sponsor* are directly related to the operation of the SAHF and reflect fair market value costs.

(3) The SAHF 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 ACHA.

(4) Any reserve funds will be encumbered for the sole purpose of providing SAHF benefits or services, and any long-term reserve funds will be credited with fair market value interest income.

(5) When the SAHF provides benefits or services that result from remaining balances from students' personal health insurance, under no circumstance do such SAHF benefits constitute waiving of charges. The SAHF funds these liabilities on a secondary payor basis, with the students' personal health insurance providing benefits on a primary payor basis.

(6) 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 V, SAHF Covered Services & Supplies & Charges, for the Student Health Services Fee component of the SAHF.

B. Effective. The SAHF for the 2025-26 *Academic Year,* as described herein, is effective August 1, 2025.

C. General Provisions. The SAHF 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, Franklin & Marshall College has caused the SAHF to be executed by its duly-authorized representative.

Franklin & Marshall College

By: Andrew D. Stelljes
Authorized Signature

Andrew D. Stelljes
Printed Name

June 24, 2025
Date

Vice President Student Affairs
Title

Franklin & Marshall College, the *SAHF Sponsor,* has prepared this document to help you understand your SAHF benefits. Please read it carefully. Your benefits 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 such services are *Medically Necessary* and your personal *Physician* or other personal *Health Care Provider* (i.e., a *Physician* or *Health Care Provider employed by* LG Health/Penn Medicine who is working at the Student Wellness Center

Abbreviations and terms both capitalized and italicized are defined in Section X: Definitions. Capitalized terms without italics are either major or subsection headings in this Plan Document or are terms used to identify organizations or individuals in Section III: General Information (e.g., *SAHF Administrator).* For capitalized terms without italics with no specific Section referral, see the Table of Contents and/or Section III: General Information.

As used in this document, the word *year* refers to the *Academic Year,* which is the 10-month period beginning August 1, 2025 and ending May 31, 2026.

Plan Name	Student Administrative Health Fees (SAHF).
Type of Plan	Student Administrative Health Fee-Refer to CMS-9981-F http://federalregister.gov/a/2012-06359.
Effective	August 1, 2025
SAHF Sponsor	Franklin & Marshall College
SAHF Administrator*	Vice President of Student Affairs Franklin & Marshall College P.O. Box 3003 Lancaster, PA 17604 717-358-4756
Contracted Health Care Provider	Lancaster General Health/Penn Medicine (hereinafter, LG Health/Penn Medicine), http://www.lancastergeneralhealth.org/LGH/home.aspx
Agent for Service of Legal Process	General Counsel Franklin & Marshall College Lancaster, PA 17604 717-358-3971
Termination and/or Modification of SAHF	The *SAHF Sponsor* may terminate the SAHF at the end of any *Academic Year*, or change the provisions of the SAHF at any time by a written amendment signed by a duly-authorized officer of the *SAHF Sponsor*. The consent of any *SAHF Covered Student* is not required to terminate or change the SAHF.

* The *SAHF Administrator* is the recipient for all Appeals for the *Student Health Program.* Refer to Section IX, Appeals, for complete details regarding Appeals.

Student Eligibility

All students enrolled at the College are covered by the SAHF, except the following:

- Students who are on leave from the College; or
- Students traveling as part of an educational program and have not paid the Student Health Services Fee.

Dependent Eligibility

The spouse, domestic partner, child, stepchild, foster child, or other dependent of a *SAHF Covered Student* is not eligible to enroll in SAHF or receive services at the Student Wellness Center.

Pre-Matriculation Services

Consultations are provided for health-related questions/concerns for students who are planning to enroll at Franklin & Marshall College.

Benefits provided by the SAHF, as specified in this Section, are for *Covered Services & Supplies & Charges* provided to students based on their enrollment in the following components of the SAHF.

Student Health Services Fee

Except as specifically provided in Section IV, Eligibility, all students enrolled at the College are automatically enrolled in and charged for the Student Health Service Fee that is included in the College fees paid by students. This fee provides 100 percent coverage (i.e., there will be no charge to students and there will be no billing to insurance) for the services and supplies listed below that are provided by or through the Student Wellness Center:

- Health education and wellness services;
- Health history and immunization record compliance;
- Athletic physicals provided by the College for participation on an **F&M** varsity athletic team;
- Permissible medical or psychological consultations that do not constitute direct patient/client care for diagnosis and/or treatment;
- Administrative support costs for operation at the Student Wellness Center;
- Capital expenditures for facilities, furnishings, and equipment for the Student Wellness Center;
- Public health services or benefits that are essential for either the personal safety of an individual student or for overall campus safety;
- Group counseling sessions;
- Mental health crisis intervention;
- Initial counseling intake session and up to five (5) subsequent counseling sessions with counseling services staff;
- Leave of absence return evaluations; and
- Nutritional consultative services

Charges for Students Not Covered by SHIP

Except as specifically provided in this Subsection, students covered only by the Student Health Services Fee (i.e., not also enrolled in the SHIP) are responsible for the cost of any services or supplies provided at the Student Wellness Center for which LG Health/Penn Medicine charges fees for service. These include medical visits, individual counseling visits, laboratory services, and other services or supplies not listed above as provided without cost to the student by the Student Health Services Fee. This liability may be reduced by reimbursements provided by a student's personal health insurance.

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, except as specifically provided as follows:

The *SAHF Sponsor* reserves the right to use Student Administrative Health Fee funds and/or other funding available to the *SAHF Sponsor* to pay for LG Health/Penn Medicine charges when the *SAHF Administrator* makes a determination that it is in the best interests of either the student and/or the College. Considerations for such 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 by solely by the *SAHF Administrator* on a case-by-case basis.

The cost for counseling visits, after a student has received the maximum counseling benefits provided by the Student Health Service Fee, will be charged by LG Health/Penn Medicine and the student will be responsible for these costs. This liability is reduced by any reimbursements provided by a student's personal health insurance (including SHIP benefits). Refer to the preceding Subsection for requests for insurance not to be billed and provisions for the SAHF to provide benefits without cost to the student.

Students may be referred to a Lancaster area (or student's home area) psychologist, psychiatrist, or other licensed behavioral health counselor prior to receiving the maximum allowed benefits under the SAHF, due to a determination by the counseling staff at the Student Wellness Center that the student has counseling needs that would be better served by a counselor and/or the student has counseling needs that are likely to require long-term counseling services, better served by making a transition to an external counselor after having received counseling at the Student Wellness Center before the sixth visit.

If the student is not referred to a community counselor, after the sixth visit for counseling services, students covered by the SHIP will receive benefits at the Student Wellness Center for counseling on the same basis as any other in-network provider for the SHIP.

Explanation of Benefits

The SAHF does not provide Explanation of Benefit forms for students enrolled in the SAHF for *Covered Services & Supplies & Charges.*

Permissible Incongruity of Benefits, Services, or Supplies

Variability to benefits, services, or supplies may occur under the SAHF. For example, staffing at the Student Wellness Center may be increased during peak demand periods.

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

- Continue providing the same benefits, services, or supplies while the student is enrolled at the College;
- Provide access to comparable services to other *SAHF Covered Students;* or
- Provide compensation for services or supplies received by *SAHF Covered Student* at locations other than the Student Wellness Center due to (1) services being needed when the Student Wellness Center is closed, (2) student perceptions or recommendations that services at other health care providers would be more appropriate at health care providers other than the Student Wellness Center (3) dissatisfaction with benefits, services, or supplies provided by the SAHF, (4) and/or determination by the *SAHF Sponsor* to deny requests for modification of services, benefits, or supplies under the SAHF, regardless of *Medical Necessity* or convenience for access to care.

Notice of Change for SAHF Benefits, Services, or Supplies

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

The SAHF will not provide medical benefits for any of the items listed below, regardless of *Medical Necessity* or recommendations of a *Physician* or *Health Care Provider.*

- Any service or supply that is not customarily provided by the Student Wellness Center.
- Any service or supply that is not specifically listed in Section V, SAHF Covered Services & Supplies & Charges. The *SAHF Sponsor* reserves the right to temporarily suspend and/or limit the availability of SAHF benefits, services, or supplies due to unforeseen closure of facilities, unavailability of professional or support staff, or other circumstances beyond the control of the LG Health/Penn Medicine and/or the *SAHF Sponsor.*

- Laboratory testing and services completed by a reference laboratory, regardless of whether the laboratory specimen was taken at the Student Wellness Center.
- Services, supplies, or treatment which are not *Medically Necessary.*

- Durable medical equipment (e.g., splints, braces, etc).*

- Expenses incurred for services rendered prior to the effective date of coverage under the SAHF or after coverage terminates, even though *Illness* or *Injury* started while coverage was in force.

- Employment physicals, examinations mandated by court order, return to work physicals, or other routine physicals not specifically provided as SAHF benefits.

- Charges for prescription drugs.*

- The following services: travel medicine vaccines/medications, psychiatric evaluations and medication assessments.*

- The following procedures: punch biopsy, joint injections/aspirations, fracture care-casting/splinting, complex laceration repair and complex foreign body removal.*

* *These services may be provided at the Student Wellness Center but are not pre-funded benefits under the SAHF component of the SHIP. These costs may be covered by student's personal health insurance or the fully insured coverage provided under the SHIP.*

Refer to the website for the Student Wellness Center for confidentiality policies applicable to services provided under the SAHF.

Allocation of Authority

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

(1) To interpret the SAHF, the Plan Document, and any other writings affecting the establishment or operation of the SAHF, 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 SAHF, 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 SAHF.

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

Powers and Duties of *SAHF Administrator*

The *SAHF Administrator* will have the following powers and duties:

(1) To require any person to furnish such reasonable information as the *SAHF Administrator* may request for the proper administration of the SAHF as a condition to receiving any benefits, services, or supplies under the SAHF;

(2) To make and enforce such rules and regulations and prescribe the use of such forms as the *SAHF Administrator* will deem necessary for the efficient administration of the SAHF;

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

(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 SAHF;

(5) To inform *SAHF Covered Student(s),* as appropriate, of the amount of such benefits, services, or supplies payable or provided in accordance with the provisions of the SAHF;

(6) To provide a full and fair review to any *SAHF Covered Student* whose claim for benefits, services, or supplies under the SAHF has been denied in whole or in part;

(7) To designate other persons to carry out any duty or power that would otherwise be a fiduciary or clerical responsibility of the *SAHF Administrator* under the terms of the SAHF;

(8) To retain such actuaries, accountants, consultants, third-party administration services, legal counsel, or other specialists, as the *SAHF Administrator* may deem appropriate and necessary for the SAHF'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.

Delegation by the *SAHF Administrator*
The *SAHF 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 SAHF.

The *SAHF 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, services, or supplies that are under Appeal for reasons based on medical judgment, such as *Medical Necessity* or *Experimental or Investigational* treatments.

The *SAHF Administrator* (and any person to whom any duty or power in connection with the operation of the SAHF 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 *SAHF 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 SAHF 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 *SAHF Administrator* in connection with the administration thereof, will be paid by the *SAHF Sponsor* unless the *SAHF Administrator* directs the SAHF to pay such expenses and such payment by the SAHF is permitted by law.

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

Amendment
The *SAHF Administrator* has the right to amend this SAHF 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 *SAHF Sponsor.* The *SAHF Administrator* will notify all *SAHF Covered Students* of any amendment modifying the material terms of the SAHF as soon as is administratively feasible after its adoption.

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

Necessary Information
When a *SAHF Covered Student* requests and/or seek benefits, services, or supplies under the SAHF, the student must furnish all the information required to implement plan provisions.

Waiver and Estoppel

No term, condition, or provision of the SAHF shall be deemed to be waived, and there shall be no estoppel against enforcing any provision of the SAHF, 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 *SAHF 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 SAHF shall be construed as creating any vested rights to benefits in favor of any *SAHF Covered Student.*

Interests Not Transferable

The interests of the *SAHF Covered Student* and under the SAHF 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 *SAHF Administrator.*

Severability

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

Headings

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

In General

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

Any complaint or concern for services provided at the Student Wellness Center should first be addressed with the director of the Student Wellness Center. Similarly, any complaint or concern for SHIP benefits or coverage or request for review of a claim should be addressed with the servicing broker listed at the Student Health Program website.

If a student is not satisfied with the response to a complaint or concern, or the student believes the matter requires consideration by the *SAHF Administrator,* a written appeal may be submitted pursuant to the requirements specified in this Section. Examples for appeals include, but are not limited to, the insurance requirement imposed by the *SAHF Sponsor* for students or requests for special accommodations that have been denied at the Student Wellness Center. The *SAHF Sponsor* may engage external or internal consultants and/or medical experts to assist the *SAHF Administrator* to consider Appeals.

Under no circumstance will a decision by the *SAHF Administrator* in response to an appeal require LG Health/Penn Medicine to provide services to a student who has been dismissed by LG Health/Penn Medicine as a patient. Likewise, no decision by the *SAHF Administrator* in response to an appeal will compel LG Health/Penn Medicine to provide services or supplies which are not included in this Plan Document as *Covered Services and Supplies/Covered Expenses(s).*

The following terms define specific wording used in the SAHF.

Academic Year. The 10-month fiscal period beginning August 1, 2025, through May 31, 2026.

Copayment. A *Copayment* is the amount the *SAHF Covered Student* must pay before the SAHF will consider expenses for reimbursement under the SAHF Covered Services & Supplies & Charges Section.

Covered Services and Supplies/Covered Expenses(s): A health service or supply that is eligible for benefits when performed by a *Health Care Provider.* A *Covered Service or Supply* must be a medical expense charge that is specifically identified in the Section V, SAHF Covered Services & Supplies & Charges as being covered by the SAHF and not otherwise excluded by the SAHF.

Health Care Provider(s). A *Physician, nurse, Hospital or Specialized Treatment Facility* as those terms are specifically defined in this Section. A health care provider must not be a spouse, child, or other *Close Family Member* of the *SAHF-SAHF Covered Student* receiving services.

Health Care Provider includes, but is not limited: a *Physician,* Doctor of Dental Surgery (D.D.S.), Doctor of Dental Medicine (D.M.D.), Doctor of Podiatry Medicine (D.P.M.), Doctor of Chiropractic (D.C.), Doctor of Optometry (O.D.), Certified Nurse Midwife (C.N.M.), Certified Registered Nurse Anesthetist (C.R.N.A.), Registered Physical Therapist (R.P.T.), Psychologist (Ph.D., Ed. D., Psy. D., MA), Registered Nurse (R.N.), Nurse Practitioner (A.R.N.P.), Certified Diabetes Educator, Licensed Clinical Social Worker (L.C.S.W.), Master of Social Work (M.S.W.), Speech Therapist, Occupational Therapist, Physician's Assistant, Registered Respiratory Therapist, Nutritionist, Naturopath (N.D.) or Pastoral Counselor. Spiritual Directors as designated by Franklin & Marshall College will be treated as health care providers.

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. A service or supply is Medically Necessary only when it meets all of the following requirements:

(1) It must be legal.

(2) It must be ordered by a *Physician* or *Health Care Provider* who is an employee of LG Health/Penn Medicine and working at the Student Wellness Center.

(3) It must be safe and effective in treating the condition for which it is ordered.

(4) It must be part of a course of treatment which is generally accepted by the medical community of the United States. That community includes all of the branches, professional societies, and governmental agencies therein.

(5) It must be of the proper quantity, frequency, and duration for treatment of the condition for which it is ordered.

(6) It must not be redundant when it is combined with other services and supplies that are used to treat the condition for which it is ordered.

(7) It must not be experimental or investigational.

(8) Its purpose must be to restore health and extend life.

Whenever used in this plan document, Medically Necessity/Medically Necessary includes diagnosis or treatment of psychological conditions that require developmental counseling services.

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 *SAHF Covered Student* receiving services.

SAHF Sponsor. Franklin & Marshall College is the sole fiduciary of the SAHF, and exercises all discretionary authority and control over the administration of the SAHF and the management and disposition of plan assets. The *SAHF Sponsor* shall have the sole discretionary authority to determine eligibility for plan benefits or to construe the terms of the SAHF. The *SAHF Sponsor* has the right to amend, modify or terminate the SAHF in any manner, at any time, regardless of the health status of any plan participant or beneficiary.

The *SAHF Sponsor* may retain a firm to perform claims processing and other specified services in relation to the SAHF. 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 *SAHF Sponsor,* as described above.

SAHF: The Student Administrative Health Fees explained in this Plan Document and provided by Franklin & Marshall College.

SAHF Covered Student: A person who is eligible for coverage under the SAHF and is covered by the SAHF following the full payment of the applicable cost of coverage.

Sickness/Illness. Any bodily *Sickness* or *Mental/Nervous Disorder.* For purposes of the SAHF, pregnancy will be considered as any other *Sickness.*

Students. Students enrolled at Franklin & Marshall College during the current *Academic Year.*

Student Health Program: The services provided by the Student Wellness Center and the Student Health Insurance Program (SHIP) provided by the *SAHF Sponsor.*