

**DRURY UNIVERSITY
EMPLOYEE BENEFIT PLAN**

Amendment No. 1 and Summary of Material Modification

Effective June 1, 2017

The Drury University Employee Benefit Plan is hereby amended as follows:

1. *To remove and replace the Summary of Medical Benefits section 3.05 with the following:*

3.05 Summary of Medical Benefits

	Network	Non-Network
Deductible		
• Individual	\$500	\$2,000
• Family Unit	\$1,000	\$4,000
Payment Level (unless otherwise stated)	80%	50%
Maximum Out-of-pocket		
• Individual	\$7,150	Unlimited
• Family Unit	\$14,300	Unlimited
Includes Medical Deductibles, Copayments, Coinsurance and Prescription Copayments. Excludes amounts over Usual and Customary Fees, penalties and excluded charges.		

2. *To add the following to section 3.05 Summary of Medical Benefits:*

	Network	Non-Network
Telemedicine – DirectConnect	100% no Deductible	Not Applicable

3. *To add the following to Article XV Medical Benefits Section 15.01 Medical Benefits:*

Telemedicine. Charges for telemedicine services through DirectConnect;

4. *To add the following to the list of items requiring pre-certification in the General Limits section:*

- Air Ambulance (see Cost Containment section for specific procedures);

5. *To remove and replace the Medical Necessity exclusion in the General Limitations and Exclusions article with the following:*

Medical Necessity. That are not Medically Necessary. The Plan Administrator retains discretionary authority in determining Medical Necessity regarding inter-facility patient transport, and will consider assessment by Sentinel Air Medical Alliance, LLC in determining Medical Necessity of such inter-facility patient transport. The Plan Administrator retains the discretionary authority to limit benefit availability to alternative providers of inter-facility air transport if and when a Provider fails to comply with the terms of the Plan, or proposed charges exceed the Maximum Allowable Charge in accordance with the terms of the Plan;

6. *To remove and replace the Ambulance listing in the Medical Benefits section with the following:*

Ambulance (ground). Transportation by professional ambulance, including approved available train transportation, to a local Hospital or transfer to the nearest facility having the capability to treat the condition, if the transportation is connected with an Inpatient Confinement.

Ambulance (air/flight). Inter-facility patient transport by air transport, for Participants if there is a life threatening situation or it is deemed to be Medically Necessary.

For a Participant who is in a Hospital or other health care facility under the care or supervision of a licensed health care Provider pre-certification is required before transport of the Participant via air transport / any form of flight to another Hospital or facility.

Failure to notify Sentinel Air Medical Alliance, LLC and subsequently obtain a pre-certification number from Sentinel Air Medical Alliance, LLC may, solely in the Plan Administrator's discretion, result in a reduction or denial of benefits for charges arising from or related to inter-facility patient transport via air/flight. Non-compliance penalties imposed for failure to notify Sentinel Air Medical Alliance, LLC will not be included as part of the annual out of pocket maximum.

The Plan Administrator retains the discretionary authority to limit benefit availability to alternative Providers of flight-based inter-facility patient transport if and when a Provider fails to comply with the terms of the Plan, or proposed charges exceed the Maximum Allowable Charge in accordance with the terms of the Plan.

7. *To add the following to the Cost Containment section:*

Ambulance (air/flight) Services:

All flight-based inter-facility patient transport services require pre-certification from the Plan Administrator via Sentinel Air Medical Alliance, LLC. Please contact Sentinel Air Medical Alliance, LLC at (877) 542-8828.

Sentinel Air Medical Alliance, LLC may discuss with the Physician and/or Hospital/facility the Diagnosis and the need for inter-facility patient transport versus alternatives.

Failure to notify Sentinel Air Medical Alliance, LLC and subsequently obtain a pre-certification number from Sentinel Air Medical Alliance, LLC may, solely in the Plan Administrator's discretion, result in a reduction or denial of benefits for charges arising from or related to flight-based inter-facility patient transport. Non-compliance penalties imposed for failure to notify Sentinel Air Medical Alliance, LLC will not be included as part of the annual out of pocket maximum.

The Plan Administrator retains the discretionary authority to limit benefit availability to alternative Providers of inter-facility patient transport if and when a Provider fails to comply with the terms of the

Plan, or proposed charges exceed the Maximum Allowable Charge in accordance with the terms of the Plan.

8. *To remove gender reassignment surgery treatment of gender dysphoria from the list of medical exclusions.*

9. *To add the following to the list of services requiring pre-certification:*

- Gender reassignment surgery

10. *To add the following to the list of covered Medical Benefits:*

Gender Dysphoria and Gender Reassignment Surgery. Medically Necessary services and treatments for Participants diagnosed with gender dysphoria, including but not limited to: mental health care as otherwise provided herein, prescription drug therapy, including related hormone therapy and gender reassignment surgery. The following requirements and limitations apply.

Procedure Eligibility Requirements:

- a. Mastectomy for female-to-male Participants:
 - i. A Referral Letter from a Qualified Mental Health Professional;
 - ii. A persistent, well-documented diagnosis of gender dysphoria;
 - iii. Participant must be at least 18 years old and have the capacity to make a fully informed decision and consent to treatment; and
 - iv. If the Participant suffers from significant medical or mental health concerns, they must be reasonably well controlled.

A trial of hormone therapy is not a pre-requisite to approval for a mastectomy.
- b. Gonadectomy (hysterectomy and oophorectomy in female-to-male and orchiectomy in male-to female Participants):
 - i. 2 Referral Letters from Qualified Mental Health Professionals, one in a purely evaluative role;
 - ii. A persistent, well-documented diagnosis of gender dysphoria;
 - iii. Participant must be at least 18 years old and have the capacity to make a fully informed decision and consent to treatment;
 - iv. If the Participant suffers from significant medical or mental health concerns, they must be reasonably well controlled; and
 - v. 12 months of continuous hormone therapy as appropriate to the Participant's gender goals (unless the Participant has a medical contraindication or is otherwise unable or unwilling to take hormones). If testosterone is used for hormone therapy, participant is required to have an adequate trial and treatment failure with injectable testosterone cypionate prior to the use of topical testosterone products.
- c. Genital reconstructive surgery (i.e. vaginectomy, urethroplasty, metoidioplasty, phalloplasty, scrotoplasty, and placement of a testicular prosthesis and erectile prosthesis in female-to-male Participants; penectomy, vaginoplasty, labiaplasty, and clitoroplasty in male-to-female Participants):
 - i. 2 Referral Letters from Qualified Mental Health Professionals, one in a purely evaluative role;
 - ii. A persistent, well-documented diagnosis of gender dysphoria;
 - iii. Participant must be at least 18 years old and have the capacity to make a fully informed decision and consent to treatment;
 - iv. If the Participant suffers from significant medical or mental health concerns, they must be reasonably well controlled;

- v. 12 months of continuous hormone therapy as appropriate to the Participant's gender goals (unless the Participant has a medical contraindication or is otherwise unable or unwilling to take hormones). If testosterone is used for hormone therapy, participant is required to have an adequate trial and treatment failure with injectable testosterone cypionate prior to the use of topical testosterone products; and
- vi. 12 months of living in a gender role that is congruent with the Participant's gender identity (real life experience).

Limitations and Exclusions:

- a. Gender reassignment surgery is limited to 1 procedure per Participant per lifetime;
- b. Certain procedures performed as a component of gender reassignment surgery may be determined by the Plan Administrator in its discretion to be cosmetic and will not be covered. Examples of cosmetic procedures, include, but are not limited to: body contouring (including breast augmentation and liposuction), hair removal, hair transplants, voice modification surgery or lessons, skin resurfacing, facial implants and reconstruction;
- c. The Plan's prescription formulary status will apply to any pharmacologic treatments for gender dysphoria.

Definitions

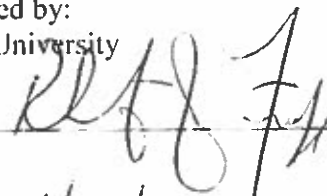
- a. Referral Letter. As used herein, a Referral Letter shall mean a letter from a Qualified Mental Health Professional and shall contain the following: the Participant's general identifying characteristics; results of the Participant's psychosocial assessment, including any diagnoses; and the duration of the Mental Health Professional's relationship with the Participant, including the type of evaluation and therapy or counseling to date; a statement about the fact that informed consent has been obtained from the Participant; and a statement that the Mental Health Professional is available for coordination of care and welcomes a phone call to establish this.
- b. Qualified Mental Health Professional. As used herein, a Qualified Mental Health Professional shall mean an individual with: a Master's degree or equivalent in a clinical behavioral science field granted by an institution accredited by the appropriate national accrediting board; competence in using the Diagnostic Statistical Manual of Mental Disorders and/or the International Classification of Disease for diagnostic purposes; ability to recognize and diagnose co-existing mental health concerns and to distinguish these from gender dysphoria; knowledge about gender nonconforming identities and expressions, and the assessment and treatment of gender dysphoria; continuing education in the assessment and treatment of gender dysphoria.

The Plan Document and Summary Plan Description is hereby amended to reflect these changes. All other terms and conditions of the Plan which are not affected by this amendment remain unchanged.

Accepted by:
Drury University

Signed

Dated


4/24/17