

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>AMENDMENT TO BOARD POLICY</b> Section V.X. – Intercollegiate Athletics – First Reading	Motion to approve
2	<b>AMENDMENT TO BOARD POLICY</b> Section V.R. – Establishment of Fees – Second Reading	Motion to approve
3	<b>INTERCOLLEGIATE ATHLETICS</b> FY2015 Gender Equity Reports	Motion to approve
4	<b>FY2017 APPROPRIATIONS</b>	Motion to approve
5	<b>FY2018 BUDGET GUIDELINES</b>	Motion to approve
6	<b>BOISE STATE UNIVERSITY</b> Facility Lease – Bronco Shop	Motion to approve
7	<b>BOISE STATE UNIVERSITY</b> Issuance of General Refunding Bonds	Motion to approve
8	<b>BOISE STATE UNIVERSITY</b> Professional Fee Request	Motion to approve
9	<b>UNIVERSITY OF IDAHO</b> Multi-Year Contract - United Healthcare Student Resources	Motion to approve
10	<b>FY2017 OPPORTUNITY SCHOLARSHIP EDUCATIONAL COSTS</b>	Motion to approve

**THIS PAGE INTENTIONALLY LEFT BLANK**



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**SUBJECT**

Idaho State Board of Education (Board) Policy V.X. – Intercollegiate Athletics – first reading

**REFERENCE**

August 2014 Board approved second reading of amendments setting athletic limits through formula rather than Board approval.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.X.

**BACKGROUND/DISCUSSION**

The proposed amendment to Board Policy V.X. responds to requests from the Board, Athletic Committee, chief executive officers, and athletic directors to consider policy updates that might reduce duplication of effort in current athletics-related reports, improve the visibility of athletic operations and financial performance as relative share of overall institutional operations, simplify/clarify athletic policies and procedures, and delegate, where appropriate, additional authority and discretion to chief executives for the day-to-day operation of athletic programs while preserving Board oversight and overall authority.

Board policy V.X.4.c requires each institution to prepare a gender equity report for Board approval which shows the status of its compliance to Title IX under 1) Accommodations of Interests and 2) Financial Aid. The proposed amendment would replace the current, highly detailed report (see Attachment 2, page 9), which is derived from reports submitted to federal authorities and athletic associations, with reader-friendly executive summaries, with links to the actual reports prepared for and submitted to external authorities.

Board policy V.X.5.a requires reporting actual revenues and expenditures for the prior completed year, estimated current year, and proposed operating budget for the next fiscal year. This budget is approved by the Board at the June meeting. See Attachment 3, Page 10. Board policy V.X.5.b requires reporting actual revenues and expenditures for the prior four fiscal years and estimated revenues and expenditures for the current fiscal year which are provided at the February meeting. See Attachment 4, Page 11. The proposed amendment simplifies the current reports, combines elements, where practical, and refers directly to the actual supports required by the NCAA (using the NCAA format for all four institutions).

**IMPACT**

The proposed changes will eliminate the current duplicative reports and formats for gender equity, operating budget, and revenue and expenditures and provide the Board with the current NCAA reports for revenues/expenses and Title IX. This would eliminate duplication of time and effort while providing visibility of actual Title

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

IX reports. The Board would no longer approve a separate athletics budget in June, but would monitor athletic expenditures through the NCAA actuals report. See Attachment 5, Page 12 and Attachment 6, Page 13.

In furthering the goal to reduce the number of additional reports, the current gender equity report could be replaced by the annual Title IX Equity in Athletics Disclosure Act (EADA) report. The complete, detailed EADA report would be made available to the Board along with an executive summary in the Board agenda (see Attachment 7, page 14). This would eliminate the five year projections and specific calculations of compliance to the Accommodations and Financial Aid requirements.

Attachment 1 includes revisions to Board Policy V.X. which incorporate the concepts discussed above.

**ATTACHMENTS**

Attachment 1: Board policy V.X. – First Reading	Page 3
Attachment 2: Sample gender equity report	Page 9
Attachment 3: Sample operating budget report	Page 10
Attachment 4: Sample revenues and expenditures report	Page 11
Attachment 5: Sample NCAA revenue/expense report	Page 12
Attachment 6: Detail of Direct Institutional Support	Page 13
Attachment 7: Sample NCAA Title IX report	Page 14

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed amendments would reduce the time and effort required for athletic oversight by institutions and the Board, delegate appropriate authority for conducting detailed athletic operations to the chief executive officers, and enhance the ability of the Board to monitor and provide direction for athletic policies and operations. Staff recommends approval.

**BOARD ACTION**

I move to approve the first reading of proposed amendments to Board policy Section V.X., Intercollegiate Athletics, as presented in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**SUBSECTION: X. Intercollegiate Athletics** ~~August 2014~~ June 2016

---

1. Philosophy

The Board reaffirms the role of intercollegiate athletics as a legitimate and significant component of institutional activity. The responsibility for and control of institutional activities in this area rest with the Board.

In the area of intercollegiate athletics, the Board seeks to establish programs which:

- a. Provide opportunities for student athletes to attend college and participate in athletic programs while pursuing and completing academic degrees;
- b. Reflect accurately the priorities and academic character of its institutions;
- c. Fuel school spirit and community involvement;
- d. Serve the needs of the institutions as they seek, through their athletic programs, to establish fruitful and sustaining relationships with their constituencies throughout the state and nation; and
- e. Actively and strategically progress toward compliance with Title IX of the Higher Education Amendments Act of 1972.

Given these goals, the Board has a continuing interest in the academic success of student athletes, the scope and level of competition, and the cost of athletic programs administered by its institutions. Consequently, the Board will, from time to time in the context of this policy statement, promulgate, as necessary, policies governing the conduct of athletic programs at its institutions.

2. Policies

The day-to-day conduct of athletic programs is vested in the institutions and in their chief executive officers. Decision making at the institutional level must be consistent with the policies established by the Board and by those national organizations and conferences with which the institutions are associated. In the event that conflicts arise among the policies of these governance groups, it is the responsibility of the institution's chief executive officer to notify the Board in a timely manner. Likewise, any knowledge of NCAA or conference rule infractions involving an institution should be communicated by the athletic department to the chief executive officer of the institution.

The Board recognizes that the financing of intercollegiate athletics, while controlled at the institutional level, is ultimately the responsibility of the Board itself. In assuming that responsibility, the sources of funds for intercollegiate athletics shall be defined in the following categories:

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**SUBSECTION: X. Intercollegiate Athletics** ~~August 2014~~ June 2016

- a. State General Funds – means state General Funds (as defined in section 67-1205, Idaho Code) appropriated to the institutions.
  - b. Student Athletic Fee Revenue – means revenue generated from the full-time and part-time student activity fee that is dedicated to the intercollegiate athletics program pursuant to policy V.R.3.b.ii.
  - c. Program Funds – means revenue generated directly related to the athletic programs, including but not limited to ticket sales/event revenue, tournament/bowl/conference receipts, media/broadcast receipts, concessions/parking/advertisement, game guarantees and foundation/booster donations.
  - d. Institutional Funds – means any funds generated by the institution outside the funds listed in a., b. and c. above. Institutional Funds do not include tuition and fee revenue collected under policy V.R.3. Examples of Institutional Funds include, but are not limited to, auxiliaries, investment income, interest income, vending, indirect cost recovery funds on federal grants and contracts, and administrative overhead charged to revenue-generating accounts across campus.
3. Funds allocated and used by athletics from the above sources are limited as follows:
- a. State General Funds –
    - i. The limit for State General Funds shall be allocated in two categories: General Funds used for athletics and General Funds used to comply with Title IX.
    - ii. The Board set the following FY 2013 General Fund limits:
      - 1) General Funds for Athletics:
 

a) Universities	\$2,424,400
b) Lewis-Clark State College	\$ 901,300
      - 2) General Funds for Gender Equity:
 

a) Boise State University	\$1,069,372
b) Idaho State University	\$ 707,700
c) University of Idaho	\$ 926,660
d) Lewis-Clark State College	\$ 0
    - iii. The methodology for computing the limits for both categories of State General Funds shall be to calculate the rate of change for the next fiscal year ongoing State General Funds compared to the ongoing State General Funds in the current fiscal year, and then apply the rate of change to both limits approved by the Board in the previous year.

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**SUBSECTION: X. Intercollegiate Athletics** ~~August 2014~~ June 2016

b. Institutional funds –

i. The Board set the following FY 2013 limits:

1) Boise State University	\$386,100
2) Idaho State University	\$540,400
3) University of Idaho	\$772,100
4) Lewis-Clark State College	\$154,300

ii. The methodology for computing the limits for Institutional Funds shall be to calculate the rate of change for the next fiscal year ongoing Appropriated Funds compared to the ongoing Appropriated Funds in the current fiscal year, and then apply the rate of change to the limit approved by the Board in the previous year. For purposes of this paragraph, “Appropriated Funds” means all funds appropriated by the Legislature to the institutions, including but not limited to, State General Funds, endowment funds, and appropriated tuition and fees.

c. Student ~~Activity~~ Athletic Fee Revenue – shall not exceed revenue generated from student activity fee dedicated for the athletic program. Institutions may increase the student fee for the athletic program at a rate not more than the rate of change of the total student activity fees.

d. Program funds – the institutions can use the program funds generated, without restriction.

The president of each institution is accountable for balancing the budget of the athletic department on an annual basis. In accounting for the athletic programs, a fund balance for the total athletic program must be maintained. In the event that revenue within a fiscal year exceeds expenses, the surplus would increase the fund balance and would be available for future fiscal years. In the event that expenses within a fiscal year exceeds revenue, the deficit would reduce the fund balance. If the fund balance becomes negative, the institutions shall submit a plan for Board approval that eliminates the deficit within two fiscal years. Reduction in program expenditures and/or increase revenue (program funds only) can be used in an institutional plan to eliminate a negative fund balance. If substantial changes in the budget occur during the year resulting in a deficit for that year, the president shall advise the Board of the situation at the earliest opportunity.

Donations to athletics at an institution must be made and reported according to policy V.E. The amount of booster money donated to and used by the athletic department shall be budgeted in the athletic department budget.

It is the intent of the Board that increases in program revenues should be maximized before increases to the athletic limits under subsection 3 will be considered.

Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: X. Intercollegiate Athletics ~~August 2014~~ June 2016

4. Gender Equity

- a. Gender equity means compliance with Title IX of the Higher Education Amendments Act of 1972 which prohibits discrimination on the basis of gender in any education program or activity receiving federal financial assistance, including athletics. Congress delegated authority to promulgate regulations (34 C.F.R. §106.41) for determining whether an athletics program complies with Title IX. The U.S. Department of Education, through its Office of Civil Rights (OCR) is responsible for enforcing Title IX.
- b. Title IX measures gender equity in athletics in three distinct areas: participation, scholarships, and equivalence in other athletics benefits and opportunities.
- c. The chief executive officer of each institution shall prepare a gender equity ~~report~~ narrative for review ~~and formal approval~~ by the Board in a format and time to be determined by the Executive Director. ~~The gender equity report will show the status of an institution's compliance with Title IX. The gender equity report will show the changes to the athletics programs necessary to comply with Title IX over time. An institution will provide the Board with report(s) required by the institution's federal regulatory body regarding compliance to Title IX in its athletics programs and any summaries of such reports.~~

5. Financial Reporting.

The Board requires that the institutions adopt certain reporting requirements and common accounting practices in the area of intercollegiate athletic financing. ~~The athletic reports shall contain revenues, and expenditures, in the detail prescribed by the Board office, including all revenue earned during a fiscal year. A secondary breakdown of expenditures by sport and the number of participants will also be required. The fund balances as of June 30 shall be included in the report. The general format of the report will be consistent with the format established by the Executive Director. The revenue and expenditures reported on these reports must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors for each university will be provided to the Board and will also serve as a reporting template for a similar annual report for Lewis-Clark State College. The institutions will submit the following reports to the Board:~~

- a. ~~The institutions shall submit an operating budget for the upcoming fiscal year beginning July 1 in a format and time to be determined by the Executive Director.~~
  - i. ~~Actual revenues and expenditures for the fiscal year most recently completed.~~
  - ii. ~~Estimated revenues and expenditures for the current fiscal year.~~
  - iii. ~~Proposed operating budget for the next budget year beginning July 1.~~

Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: X. Intercollegiate Athletics ~~August 2014~~ June 2016

---

- ~~b. The following fiscal year's financial information will be reported by each institution in a format and time to be determined by the Executive Director:~~
  - ~~i. Actual revenues and expenditures for the prior four (4) fiscal years~~
  - ~~ii. Estimated revenues and expenditures for the current fiscal year.~~

**THIS PAGE INTENTIONALLY LEFT BLANK**



Intercollegiate Athletics - Gender Equity

ATTACHMENT 2

Name of Institution

Estimates

FY13 ACT FY14 PROJ FY15 FY16 FY17 FY18

1	<b>TITLE IX COMPLIANCE: Accommodation of student interests and abilities</b>							
2	Compliance can be met by meeting 1 of 3 prongs: 1) Participation, or 2) Showing history of program expansion, or 3) accommodating interests of underrepresented gender							
3	<b>Prong 1: Participation</b>							
4	FT Students: <b>NOTE A</b>	Male	5,851	5,981	6,101	6,223	6,347	6,474
5	(undergraduate student body)	Female	6,309	6,263	6,388	6,516	6,646	6,779
6	%:	Male	48.12%	48.85%	48.85%	48.85%	48.85%	48.85%
7		Female	51.88%	51.15%	51.15%	51.15%	51.15%	51.15%
8	Athletic Participants: <b>NOTE B</b>	Male	272	277	283	288	291	294
9	Title IX Definition of Participant	Female	307	294	303	304	304	304
10	%:	Male	46.98%	48.51%	48.29%	48.65%	48.91%	49.16%
11		Female	53.02%	51.49%	51.71%	51.35%	51.09%	50.84%
12	Variance between FT and Athletics: <b>NOTE C</b>		-1.14%	-0.34%	-0.56%	-0.20%	0.06%	0.31%
13	Number of Sports Teams at Institution by Gender:	Male	8	8	8	8	8	8
14		Female	11	11	12	12	12	12
15	Male Student Athletes Needed: <b>NOTE D</b>		12.71	3.76	6.39	2.33	-0.68	-3.68
16	Male Squad Size Average: <b>NOTE E</b>		34	35	35	36	36	37
17	Female Student Athletes Needed: <b>NOTE D</b>		-13.71	-3.94	-6.69	-2.44	0.71	3.85
18	Female Squad Size Average: <b>NOTE E</b>		28	27	25	25	25	25
19	<b>TITLE IX COMPLIANCE: Athletic Financial Aid</b>							
20	Financial Aid Participants: <b>NOTE F</b>	Male	225	226	227	227	227	227
21	Current (unduplicated)	Female	210	214	206	206	206	206
22	New Sports (unduplicated)	Female	0	0	8	8	8	8
23	Subtotal Female Participants	Female	210	214	214	214	214	214
24	%:	Male	51.72%	51.36%	51.47%	51.47%	51.47%	51.47%
25		Female	48.28%	48.64%	48.53%	48.53%	48.53%	48.53%
26	Athletic Financial Aid Totals: <b>NOTE G</b>	Male	\$ 2,819,534	\$ 2,867,466	\$ 2,916,213	\$ 2,965,789	\$ 3,016,207	\$ 3,067,482
27	Current	Female	\$ 2,461,802	\$ 2,503,653	\$ 2,546,215	\$ 2,589,501	\$ 2,633,522	\$ 2,678,292
28	New Sports	Female	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
29	Subtotal Female	Female	\$ 2,461,802	\$ 2,503,653	\$ 2,646,215	\$ 2,689,501	\$ 2,733,522	\$ 2,778,292
30	%:	Male	53.39%	53.39%	52.43%	52.44%	52.46%	52.47%
31		Female	46.61%	46.61%	47.57%	47.56%	47.54%	47.53%
32	Variance between Financial Aid & Undup Participants: <b>NOTE H</b>		-1.66%	-2.02%	-0.95%	-0.97%	-0.98%	-1.00%
33	<b>PARTICIPANTS BY SPORT:</b>							
34	<b>Men's Programs: <b>NOTE I</b></b>							
35		Football	108	106	108	110	110	110
36		Basketball	16	14	16	16	16	16
37		Indoor Track	43	47	47	48	49	50
38		Outdoor Track	44	44	47	48	49	50
39		Cross Country	14	13	14	15	16	17
40		Tennis	10	11	10	10	10	10
41		Wrestling	28	34	32	32	32	32
42		Golf	9	8	9	9	9	9
43		Total Male Participants	272	277	283	288	291	294
44	<b>Women's Programs:</b>							
45		Basketball	14	16	14	15	15	15
46		Volleyball	18	15	16	16	16	16
47		Sand Volleyball			16	16	16	16
48		Gymnastics	16	15	14	14	14	14
49		Swimming and Diving	27	25	26	26	26	26
50		Skiing						
51		Soccer	31	35	28	28	28	28
52		Golf	8	9	9	9	9	9
53		Tennis	8	11	10	10	10	10
54		Indoor Track	66	60	60	60	60	60
55		Outdoor Track	64	58	60	60	60	60
56		Cross Country	35	30	30	30	30	30
57		Softball	20	20	20	20	20	20
58		Total Female Participants	307	294	303	304	304	304
59		<b>Total Participants</b>	<b>579</b>	<b>571</b>	<b>586</b>	<b>592</b>	<b>595</b>	<b>598</b>
60	<b>SPORTS COSTS</b>							
61	Current Direct Costs of Women's Sports, including financial aid		4,878,151	5,050,217	5,219,227	5,419,227	5,619,227	5,819,227
62	Direct Costs of New Women's Sports, including financial aid		0	0	600,000	600,000	600,000	600,000
63	Total Direct Costs for Women's Sports		4,878,151	5,050,217	5,819,227	6,019,227	6,219,227	6,419,227
64	Gender Equity Limit (FY13-14 Approved, FY15 Formual, FY16-18 static)		976,872	976,872	1,109,700	1,109,700	1,109,700	1,109,700
65	Institution request for increase in gender equity limit					100,000	100,000	100,000
66	Percentage of Gender Equity Limit to Total Direct Costs for Women's Sports		20.0%	19.3%	19.1%	18.4%	17.8%	17.3%

**College or University  
Intercollegiate Athletics Report  
FY14 Actuals, Revised Estimates for FY15, and FY16 Operating Budgets**

**ATTACHMENT 3**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
			FY15 Est		(3-1)	(5/1)	FY16 Orig		(7-3)	(9/3)
	FY14 Act	%	as of 5/14	%	Variance	Variance	Oper Bdgt	%	Variance	Variance
					15 Est/14 Act	%			16 Bud/15 Est	%
<b>1 Revenue:</b>										
<b>2 Program Revenue:</b>										
3 Ticket Sales	8,564,574	18.98%	7,715,396	17.17%	(849,178)	-9.92%	7,027,413	16.16%	(687,983)	-8.92%
4 Guarantees	667,000	1.48%	1,550,000	3.45%	883,000	132.38%	505,000	1.16%	(1,045,000)	-67.42%
5 Contributions	11,050,335	24.48%	5,981,385	13.31%	(5,068,950)	-45.87%	10,982,071	25.25%	5,000,686	83.60%
6 NCAA/Conference/Tournaments	4,725,927	10.47%	6,273,355	13.96%	1,547,428	32.74%	5,855,456	13.46%	(417,899)	-6.66%
7 TV/Radio/Internet Rights	1,691	0.00%	10,000	0.02%	8,309	491.37%	0	0.00%	(10,000)	-100.00%
8 Program/Novelty Sales, Concessions, Parking	1,052,770	2.33%	858,383	1.91%	(194,387)	-18.46%	862,937	1.98%	4,554	0.53%
9 Royalty, Advertisement, Sponsorship	4,677,489	10.36%	4,474,681	9.96%	(202,808)	-4.34%	4,172,021	9.59%	(302,660)	-6.76%
10 Endowment/Investment Income	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
11 Other	2,581,945	5.72%	1,558,113	3.47%	(1,023,832)	-39.65%	1,328,113	3.05%	(230,000)	-14.76%
12 Total Program Revenue	33,321,731	73.83%	28,421,313	63.23%	(4,900,418)	-14.71%	30,733,011	70.67%	2,311,698	8.13%
<b>13 Non-Program Revenue:</b>										
14 NCAA/Bowl/World Series	37,401	0.08%	4,029,750	8.97%	3,992,349	10674.44%	29,750	0.07%	(4,000,000)	-99.26%
15 Student Fees	3,416,104	7.57%	3,469,844	7.72%	53,740	1.57%	3,464,390	7.97%	(5,454)	-0.16%
16 Direct State General Funds	2,515,800	5.57%	2,671,900	5.94%	156,100	6.20%	2,669,634	6.14%	(2,266)	-0.08%
17 Gender Equity - General Funds	1,109,700	2.46%	1,178,600	2.62%	68,900	6.21%	1,178,600	2.71%	0	0.00%
18 Direct Institutional Support	406,400	0.90%	430,200	0.96%	23,800	5.86%	430,200	0.99%	0	0.00%
19 Subtotal State/Institutional Support	4,031,900	8.93%	4,280,700	9.52%	248,800	6.17%	4,278,434	9.84%	(2,266)	-0.05%
20 Total Non-Program Revenue	7,485,405	16.58%	11,780,294	26.21%	4,294,889	57.38%	7,772,574	17.87%	(4,007,720)	-34.02%
21 Subtotal Operating Revenue	40,807,136	90.41%	40,201,607	89.44%	(605,529)	-1.48%	38,505,585	88.55%	(1,696,022)	-4.22%
<b>22 Non-Cash Revenue</b>										
23 Third Party Support		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
24 Indirect Institutional Support	1,974,714	4.38%	2,269,470	5.05%	294,756	14.93%	2,373,275	5.46%	103,805	4.57%
25 Non-Cash Revenue		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
26 Out-of-State Tuition Revenue	2,351,983	5.21%	2,476,638	5.51%	124,655	5.30%	2,607,900	6.00%	131,262	5.30%
27 Subtotal Non-Cash Revenue	4,326,697	9.59%	4,746,108	10.56%	419,411	9.69%	4,981,175	11.45%	235,067	4.95%
<b>28 Total Revenue:</b>	<b>45,133,833</b>	<b>100.00%</b>	<b>44,947,715</b>	<b>100.00%</b>	<b>(186,118)</b>	<b>-0.41%</b>	<b>43,486,760</b>	<b>100.00%</b>	<b>(1,460,955)</b>	<b>-3.25%</b>
<b>29 Expenditures</b>										
<b>30 Operating Expenditures:</b>										
31 Athletics Student Aid	4,574,395	10.14%	5,191,955	11.55%	617,560	13.50%	5,878,533	13.52%	686,578	13.22%
32 Guarantees	770,946	1.71%	662,000	1.47%	(108,946)	-14.13%	962,000	2.21%	300,000	45.32%
33 Coaching Salary/Benefits	9,551,342	21.17%	8,831,783	19.65%	(719,559)	-7.53%	9,360,286	21.53%	528,503	5.98%
34 Admin Staff Salary/Benefits	5,043,009	11.18%	5,806,208	12.92%	763,199	15.13%	5,730,218	13.18%	(75,990)	-1.31%
35 Severance Payments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
36 Recruiting	588,969	1.31%	437,980	0.97%	(150,989)	-25.64%	432,092	0.99%	(5,888)	-1.34%
37 Team Travel	2,242,217	4.97%	2,570,327	5.72%	328,110	14.63%	2,537,579	5.84%	(32,748)	-1.27%
38 Equipment, Uniforms and Supplies	1,732,599	3.84%	1,489,811	3.32%	(242,788)	-14.01%	1,260,756	2.90%	(229,055)	-15.37%
39 Game Expenses	1,685,148	3.73%	1,398,487	3.11%	(286,661)	-17.01%	1,140,150	2.62%	(258,337)	-18.47%
40 Fund Raising, Marketing, Promotion	335,124	0.74%	237,912	0.53%	(97,212)	-29.01%	224,961	0.52%	(12,951)	-5.44%
41 Direct Facilities/Maint/Rentals	5,383,629	11.93%	2,188,553	4.87%	(3,195,076)	-59.35%	1,781,010	4.10%	(407,543)	-18.62%
42 Debt Service on Facilities	4,305,383	9.54%	5,599,888	12.46%	1,294,505	30.07%	5,602,088	12.88%	2,200	0.04%
43 Spirit Groups	175,748	0.39%	155,860	0.35%	(19,888)	-11.32%	146,999	0.34%	(8,861)	-5.69%
44 Medical Expenses & Insurance	750,743	1.66%	1,190,672	2.65%	439,929	58.60%	1,196,057	2.75%	5,385	0.45%
45 Memberships & Dues	666,757	1.48%	758,056	1.69%	91,299	13.69%	700,803	1.61%	(57,253)	-7.55%
46 NCAA/Special Event/Bowls	(32,683)	-0.07%	2,342,175	5.21%	2,374,858	-7266.34%	15,750	0.04%	(2,326,425)	-99.33%
47 Other Operating Expenses	3,025,077	6.70%	1,331,534	2.96%	(1,693,543)	-55.98%	1,527,644	3.51%	196,110	14.73%
48 Subtotal Operating Expenditures	40,798,403	90.41%	40,193,201	89.44%	(605,202)	-1.48%	38,496,926	88.54%	(1,696,275)	-4.22%
<b>49 Non-Cash Expenditures</b>										
50 3rd Party Coaches Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
51 3rd Party Admin Staff Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
52 Indirect Facilities & Admin Support	1,974,714	4.38%	2,269,470	5.05%	294,756	14.93%	2,373,275	5.46%	103,805	4.57%
53 Non-Cash Expense		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
54 Out-of-State Tuition Expense	2,351,983	5.21%	2,476,638	5.51%	124,655	5.30%	2,607,900	6.00%	131,262	5.30%
55 Subtotal Non-Cash Expenditures	4,326,697	9.59%	4,746,108	10.56%	419,411	9.69%	4,981,175	11.46%	235,067	4.95%
<b>56 Total Expenditures:</b>	<b>45,125,100</b>	<b>100.00%</b>	<b>44,939,309</b>	<b>100.00%</b>	<b>(185,791)</b>	<b>-0.41%</b>	<b>43,478,101</b>	<b>100.00%</b>	<b>(1,461,208)</b>	<b>-3.25%</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
College or University**

**ATTACHMENT 4**

<b>Revenues/Expend/Fund Balance</b>	<b>FY11 Act</b>	<b>FY12 Act</b>	<b>FY13 Act</b>	<b>FY14 Act</b>	<b>FY15 Act</b>	<b>FY16 Est</b>	<b>1 YR % Chg</b>	<b>Ave Ann % Chg</b>
<b>1 Revenue:</b>								
<b>2 Program Revenue:</b>								
3 Ticket Sales	222,452	326,481	239,520	243,761	306,826	274,475	-10.5%	4.3%
4 Game Guarantees	1,179,000	1,099,500	1,372,700	1,256,000	1,135,500	1,367,500	20.4%	3.0%
5 Contributions	379,301	359,422	406,803	434,592	278,228	492,951	77.2%	5.4%
6 NCAA/Conference/Tournaments	606,968	664,303	601,037	590,406	683,380	612,053	-10.4%	0.2%
7 TV/Radio/Internet Rights	4,782	9,199	13,923	9,293	14,090	4,000	-71.6%	-3.5%
8 Program/Novelty Sales, 9 Concessions, Parking	17,000	17,000	17,000	17,000	17,000	17,000	0.0%	0.0%
10 Royalty, Advertisement, Sponsorship	499,071	767,784	410,155	538,712	489,341	500,000	2.2%	0.0%
11 Endowment/Investment Income	30,650	23,140	17,851	18,314	18,996	20,024	5.4%	-8.2%
12 Other	63,821	643,142	228,407	814,504	268,758	170,535	-36.5%	21.7%
13 <b>Total Program Revenue</b>	<b>3,003,045</b>	<b>3,909,971</b>	<b>3,307,396</b>	<b>3,922,582</b>	<b>3,212,119</b>	<b>3,458,538</b>	<b>7.7%</b>	<b>2.9%</b>
<b>14 Non-Program Revenue:</b>								
15 NCAA/Bowl/World Series	3,240	36,458	11,670	18,130	0	0	#DIV/0!	-100.0%
16 Student Activity Fees	2,149,637	2,160,685	2,096,674	2,019,527	2,032,777	1,974,760	-2.9%	-1.7%
17 General Education Funds	2,214,700	2,214,700	2,424,400	2,515,800	2,671,900	2,752,200	3.0%	4.4%
18 GenEd Funds for Gender Eq.	721,500	646,500	707,700	734,400	780,000	803,500	3.0%	2.2%
19 Institutional Funds	424,628	485,100	516,700	568,900	852,200	879,700	3.2%	15.7%
20 Subtotal State/Inst. Support	3,360,828	3,346,300	3,648,800	3,819,100	4,304,100	4,435,400	3.1%	5.7%
21 <b>Total Non-Program Revenue</b>	<b>5,513,705</b>	<b>5,543,443</b>	<b>5,757,144</b>	<b>5,856,757</b>	<b>6,336,877</b>	<b>6,410,160</b>	<b>1.2%</b>	<b>3.1%</b>
22 <b>Subtotal Operating Revenue</b>	<b>8,516,750</b>	<b>9,453,414</b>	<b>9,064,540</b>	<b>9,779,339</b>	<b>9,548,996</b>	<b>9,868,698</b>	<b>3.3%</b>	<b>3.0%</b>
<b>23 Non-Cash Revenue</b>								
24 Third Party Support	41,271	37,389	26,863	74,500	60,000	70,000	16.7%	11.1%
25 Indirect Institutional Support	0	0	0	0	300,000	300,000		
26 Non-Cash Revenue	605,374	573,359	605,521	542,696	520,299	600,000	15.3%	-0.2%
27 Non-Resident Tuition Waivers	1,444,723	1,393,045	1,604,010	1,613,326	1,579,246	1,640,334	3.9%	2.6%
28 <b>Subtotal Non-Cash Revenue</b>	<b>2,091,368</b>	<b>2,003,793</b>	<b>2,236,394</b>	<b>2,230,522</b>	<b>2,459,545</b>	<b>2,610,334</b>	<b>6.1%</b>	<b>4.5%</b>
<b>29 Total Revenue:</b>	<b>10,608,118</b>	<b>11,457,207</b>	<b>11,300,934</b>	<b>12,009,861</b>	<b>12,008,541</b>	<b>12,479,032</b>	<b>3.9%</b>	<b>3.3%</b>
<b>30</b>								
<b>31 Expenditures</b>								
<b>32 Operating Expenditures:</b>								
33 Athletics Student Aid	1,902,615	2,130,563	2,374,523	2,381,821	2,485,836	2,418,211	-2.7%	4.9%
34 Guarantees	59,406	61,257	50,187	96,520	113,519	126,000	11.0%	16.2%
35 Coaching Salary/Benefits	1,939,811	1,738,519	1,919,248	1,988,401	2,077,182	2,260,842	8.8%	3.1%
36 Admin Staff Salary/Benefits	1,462,165	1,392,011	1,359,902	1,366,454	1,398,248	1,492,659	6.8%	0.4%
37 Severance Payments	0	0	0	0	0	0		
38 Recruiting	194,743	204,478	190,156	197,269	216,125	230,000	6.4%	3.4%
39 Team Travel	872,386	941,467	1,140,313	979,415	970,845	980,000	0.9%	2.4%
40 Equipment, Uniforms and Supplies	311,693	326,594	308,236	307,809	370,269	405,000	9.4%	5.4%
41 Game Expenses	243,692	262,426	304,579	323,967	342,465	358,000	4.5%	8.0%
42 Fund Raising, Marketing, Promotion	168,456	130,733	108,336	166,561	196,093	198,000	1.0%	3.3%
43 Direct Facilities/Maint/Rentals	256,817	1,196,670	243,210	1,107,727	360,605	305,000	-15.4%	3.5%
44 Debt Service on Facilities	0	0	0	0	0	0		
45 Spirit Groups	57,628	0	0	0	0	0		-100.0%
46 Medical Expenses & Insurance	307,664	268,988	271,586	275,125	280,892	305,000	8.6%	-0.2%
47 Memberships & Dues	44,648	47,926	41,271	38,282	43,612	48,000	10.1%	1.5%
48 NCAA/Special Event/Bowls	3,240	30,314	23,789	15,735	0	0	#DIV/0!	-100.0%
49 Other Operating Expenses	635,043	724,547	628,896	528,959	658,191	741,986	12.7%	3.2%
50 <b>Subtotal Operating Expenditures</b>	<b>8,460,007</b>	<b>9,456,493</b>	<b>8,964,232</b>	<b>9,774,045</b>	<b>9,513,882</b>	<b>9,868,698</b>	<b>3.7%</b>	<b>3.1%</b>
<b>51 Non-Cash Expenditures</b>								
52 3rd Party Coaches Compensation	37,282	33,520	19,150	56,100	50,100	55,000	9.8%	8.1%
53 3rd Party Admin Staff Compensation	3,989	3,869	7,713	18,400	9,900	15,000	51.5%	30.3%
54 Indirect Facilities & Admin Support	0	0	0	0	300,000	300,000		
55 Non-Cash Expense	605,374	573,359	605,521	542,696	520,299	600,000	15.3%	-0.2%
56 Non-Resident Tuition Waivers	1,444,723	1,393,045	1,604,010	1,613,326	1,579,246	1,640,334	3.9%	2.6%
57 <b>Subtotal Non-Cash Expenditures</b>	<b>2,091,368</b>	<b>2,003,793</b>	<b>2,236,394</b>	<b>2,230,522</b>	<b>2,459,545</b>	<b>2,610,334</b>	<b>6.1%</b>	<b>4.5%</b>
<b>58 Total Expenditures:</b>	<b>10,551,375</b>	<b>11,460,286</b>	<b>11,200,626</b>	<b>12,004,567</b>	<b>11,973,427</b>	<b>12,479,032</b>	<b>4.2%</b>	<b>3.4%</b>
<b>59</b>								
<b>60 Net Income/(deficit)</b>	<b>56,743</b>	<b>(3,079)</b>	<b>100,308</b>	<b>5,294</b>	<b>35,114</b>	<b>0</b>	<b>-100.0%</b>	
<b>61</b>								
<b>62 Ending Fund Balance 6/30</b>	<b>1,425,380</b>	<b>1,422,301</b>	<b>1,522,609</b>	<b>1,527,903</b>	<b>1,563,017</b>	<b>1,563,017</b>	<b>0.0%</b>	
<b>63</b>								
<b>64 Sport Camps &amp; Clinics</b>								
65 Revenue	127,179	79,570	123,696	199,935	220,043	180,000	-18.2%	7.2%
66 Coach Compensation from Camp	65,387	37,109	30,300	76,250	109,384	72,000	-34.2%	1.9%
67 Camp Expenses	76,190	54,692	63,112	116,974	112,958	108,000	-4.4%	7.2%
68 <b>Total Expenses</b>	<b>141,577</b>	<b>91,801</b>	<b>93,412</b>	<b>193,224</b>	<b>222,342</b>	<b>180,000</b>	<b>-19.0%</b>	<b>4.9%</b>
69 <b>Net Income from Camps</b>	<b>-14,398</b>	<b>-12,231</b>	<b>30,284</b>	<b>6,711</b>	<b>-2,299</b>	<b>0</b>	<b>-100.0%</b>	<b>-100.0%</b>

Preliminary Draft.....Preliminary Draft.....Preliminary Draft

**University of Idaho Intercollegiate Athletics Department  
 NCAA Statement of Revenues and Expenses  
 For the Year Ended June 30, 2015 (Unaudited)**

	Football	Men's Basketball	Other Men's Sports	Women's Volleyball	Women's Basketball	Other Women's Sports	Non-Program Specific	Grand Total	Comments
<b>Operating Revenues</b>									
01 Ticket Sales	534,199	82,791	932	5,488	8,409	932		<b>632,751</b>	
03 Student Fees							2,158,920	<b>2,158,920</b>	
04 Direct Institutional Support	1,838,597	531,268	437,055	459,523	561,462	1,653,314	2,362,618	<b>7,843,836</b>	includes OST waivers & work study
06 Indirect Institutional Support							580,721	<b>580,721</b>	all non-cash
07 Guarantees	1,680,000	50,000		4,000	51,000			<b>1,785,000</b>	
08 Contributions	1,090,402	222,234	208,086	141,234	168,057	628,830	714,328	<b>3,173,170</b>	
09 In-Kind	29,400	12,600		4,200	4,200		12,600	<b>63,000</b>	all non-cash (courtesy cars)
10 Compensation & Benefits Provided by 3rd Party	233,000	99,500	6,000	25,000	23,000	40,500	15,000	<b>442,000</b>	all non-cash
11 Media Rights	100,000	413					75,000	<b>175,413</b>	
12 NCAA Distributions	195,896	37,509	89,404	37,934	41,509	186,875	412,806	<b>1,001,933</b>	NCAA & conference budgeted together
13 Conference Distributions (Non-Media or Bowl)	530,000						0	<b>530,000</b>	NCAA & conference budgeted together
14 Program, Novelty, Parking & Concessions	17,771	2,724		397	1,202			<b>22,094</b>	
15 Royalties, Licensing, Advertising & Sponsorships	19,100	6,450					758,355	<b>783,905</b>	includes sponsorship trade/in-kind
16 Sports Camp Revenues	31,500	9,910		61,869	3,100		2,054	<b>108,433</b>	separate section in budget
17 Athletics Restricted Endowment & Investment Income	125,083	23,415	24,555	61,910	16,481		63,645	<b>369,438</b>	
18 Other Operating Revenues	12,267	697	8,250				10,098	<b>249,039</b>	
<b>Total Operating Revenues</b>	<b>6,437,214</b>	<b>1,079,510</b>	<b>774,282</b>	<b>801,555</b>	<b>878,420</b>	<b>2,584,193</b>	<b>7,395,790</b>	<b>19,950,964</b>	
<b>Operating Expenditures</b>									
20 Athletic Student Aid	2,170,389	440,703	595,612	326,915	379,414	1,521,960	280,348	<b>5,715,340</b>	includes OST waivers
21 Guarantees	195,000	11,000		12,095	2,000	397		<b>220,492</b>	
22 Coaching Salaries, Benefits & Bonuses	1,179,127	406,089	162,889	235,501	338,906	446,236		<b>2,768,748</b>	includes camp compensation
23 Coaching Salaries, Benefits & Bonuses Paid by 3rd Party	233,000	99,500	6,000	25,000	23,000	40,500		<b>427,000</b>	all non-cash
24 Support Staff/Admin Compensation Benefits & Bonuses	50,942	81,999	16,916	1,121	254	10,898	2,239,638	<b>2,401,768</b>	includes OST wages & work study
25 Support Staff/Admin Compensation Benefits & Bonuses Paid by 3rd Party							15,000	<b>15,000</b>	all non-cash
27 Recruiting	176,546	95,399	19,350	27,260	70,497	71,879		<b>460,930</b>	
28 Team Travel	1,319,158	200,157	210,412	107,425	234,936	406,160	(0)	<b>2,478,247</b>	
29 Sports Equipment, Uniforms & Supplies	235,482	36,727	60,483	23,406	28,598	109,240	207,485	<b>701,421</b>	includes Nike sponsorship promo gear
30 Game Expenses	272,199	148,615	11,654	58,905	117,353	38,043		<b>646,768</b>	includes sponsorship trade/in-kind
31 Fund Raising, Marketing & Promotion							420,498	<b>420,498</b>	includes sponsorship trade/in-kind
32 Sports Camp Expenses	46,399	3,532		42,607	1,332		1,899	<b>95,769</b>	separate section in budget
33 Spirit Groups							2,500	<b>2,500</b>	
34 Athletic Facilities, Debt Service, Leases & Rental Fees							59,051	<b>59,051</b>	
35 Direct Overhead & Administrative Expenses	3,583	1,924	645	921	1,277	2,900	43,575	<b>54,825</b>	
36 Indirect Institutional Support							580,721	<b>580,721</b>	includes sponsorship trade/in-kind
37 Medical Expenses & Insurance		279					0	<b>418,149</b>	includes sponsorship trade/in-kind
38 Memberships & Dues		2,545	1,140	345	253	5,419	147,989	<b>157,691</b>	does not include conference realignment below
39 Other Operating Expenses	474,949	161,274	43,201	45,735	76,677	136,711	684,385	<b>1,622,933</b>	includes sponsorship trade/in-kind
<b>Total Operating Expenditures</b>	<b>6,356,773</b>	<b>1,689,744</b>	<b>1,128,302</b>	<b>907,236</b>	<b>1,274,497</b>	<b>2,790,344</b>	<b>5,101,237</b>	<b>19,248,132</b>	
<b>Excess (Deficiency) of Revenues Over (Under) Expenses</b>	<b>80,441</b>	<b>(610,233)</b>	<b>(354,020)</b>	<b>(105,682)</b>	<b>(396,076)</b>	<b>(206,151)</b>	<b>2,294,554</b>	<b>702,832</b>	\$77,832 net of conference realignment below
<b>Other Reporting Items</b>									
42 Conference Realignment Expenses							625,000	625,000	
43 Total Athletics Related Debt							440,354	440,354	
44 Total Institutional Debt							200,712,645	200,712,645	
45 Value of Athletics Dedicated Endowments							9,459,890	9,459,890	
46 Value of Institutional Endowments							238,238,847	238,238,847	

<b>04 Direct Institutional Support</b>	
General Education	\$2,671,900
Gender Equity	1,021,300
Conference Initiation Fees	625,000
Institutional Support	860,400
OST Waivers covered centrally	2,394,006
OST Wages covered centrally	231,746
Work Study covered centrally	39,484
<b>Total Direct Institutional Support</b>	<b>\$7,843,836</b>

**University of Idaho**  
**Equity in Athletics Disclosure Act (EADA) Report**  
**Report on Athletic Program Participation Rates and Financial Support Data**  
**July 1, 2014 through June 30, 2015**

**University Enrollment**

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	4,100	54%
Female Students	3,507	46%
<b>Totals</b>	<b>7,607</b>	<b>100%</b>

**Athletic Student Aid & Recruiting**

Team Gender	Athletically Related Student Aid		Recruiting Expenses Amount
	Amount	Percent	
Men's Teams	\$3,206,704	59%	\$291,294
Women's Teams	2,228,288	41%	169,636
<b>Totals for All Teams</b>	<b>\$5,434,992</b>	<b>100%</b>	<b>\$460,930</b>

**Athletic Participation**

Varsity Teams	Number of Participants			Number Participating on a Second Team		Number Participating on a Third Team	
	Men's	Women's	Total	Men's	Women's	Men's	Women's
Basketball	14	13	27	1	1		
Football	101		101	1			
Golf	10	8	18				
Soccer		25	25				
Swimming & Diving		32	32				
Tennis	7	8	15				
Track & Field (Indoor)	38	31	69	36	31	10	13
Track & Field (Outdoor)	38	31	69	34	31	10	14
Cross Country	10	14	24	10	13	10	13
Volleyball		17	17		2		1
<b>Total Participants</b>	<b>218</b>	<b>179</b>	<b>397</b>	<b>82</b>	<b>78</b>	<b>30</b>	<b>41</b>
<b>Percentage of Total</b>	<b>55%</b>	<b>45%</b>	<b>100%</b>				
<b>Unduplicated Count</b>	<b>172</b>	<b>133</b>	<b>305</b>				

**University of Idaho**  
**Equity in Athletics Disclosure Act (EADA) Report**

**Total Revenues & Expenses**

Varsity Teams	Total Revenues			Total Expenses			Revenues minus Expenses		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	\$1,590,244	\$1,251,497	\$2,841,741	\$1,590,244	\$1,251,497	\$2,841,741	\$0	\$0	\$0
Football	6,204,214		6,204,214	6,123,773		6,123,773	80,441		80,441
Golf	287,609	357,865	645,474	287,609	357,865	645,474	0	0	0
Soccer		716,340	716,340		716,340	716,340		0	0
Swimming & Diving		636,982	636,982		636,982	636,982		0	0
Tennis	288,385	373,618	662,003	288,385	373,618	662,003	0	0	0
Track & Field & Cross Country	546,308	712,939	1,259,247	546,308	665,038	1,211,346	0	47,901	47,901
Volleyball		882,236	882,236		882,236	882,236		0	0
<b>Totals for All Teams</b>	<b>\$8,916,760</b>	<b>\$4,931,477</b>	<b>\$13,848,237</b>	<b>\$8,836,319</b>	<b>\$4,883,576</b>	<b>\$13,719,895</b>	<b>\$80,441</b>	<b>\$47,901</b>	<b>\$128,342</b>
Not Allocated by Gender/Sport			5,080,006			5,130,516			(50,510)
<b>Grand Totals for Athletics</b>			<b>\$18,928,243</b>			<b>\$18,850,411</b>			<b>\$77,832</b>
Totals for All Sports Except Football & Basketball	\$1,122,302	\$3,679,980	\$4,802,282	\$1,122,302	\$3,632,079	\$4,754,381	\$0	\$47,901	\$47,901

**Operating (Game Day) Expenses**

(includes lodging, meals, transportation, uniforms, equipment, event costs & officials)

Varsity Teams	Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	\$385,498	\$380,887	\$766,385	14	13	27	\$27,536	\$29,299	\$28,385
Football	1,826,838		1,826,838	101		101	18,088		18,088
Golf	96,966	88,904	185,870	10	8	18	9,697	11,113	10,326
Soccer		171,467	171,467		25	25		6,859	6,859
Swimming & Diving		112,213	112,213		32	32		3,507	3,507
Tennis	88,407	77,600	166,007	7	8	15	12,630	9,700	11,067
Track & Field & Cross Country	97,176	103,260	200,436	86	76	162	1,130	1,359	1,237
Volleyball		189,736	189,736		17	17		11,161	11,161
<b>Totals for All Teams</b>	<b>\$2,494,885</b>	<b>\$1,124,067</b>	<b>\$3,618,952</b>	<b>218</b>	<b>179</b>	<b>397</b>	<b>\$11,444</b>	<b>\$6,280</b>	<b>\$9,116</b>
Totals for All Sports Except Football & Basketball	\$282,549	\$743,180	\$1,025,729	103	166	269	\$2,743	\$4,477	\$3,813

**University of Idaho  
Equity in Athletics Disclosure Act (EADA) Report**

**Average Coaching Salaries**

Description/Explanation	Head Coaches		Assitant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
<b>Average Annual Institutional Salary per Coach</b>	<b>\$87,760</b>	<b>\$62,773</b>	<b>\$65,297</b>	<b>\$30,258</b>
<b>Number of Head Coaches Used to Calculate Average</b>	<b>5</b>	<b>7</b>	<b>14</b>	<b>11</b>
<b>Average Annual Insitutional Salary per Full-Time Equivalent (FTE)</b>	<b>\$97,511</b>	<b>\$67,602</b>	<b>\$70,320</b>	<b>\$33,284</b>
<b>Full-Time Equivalents (FTEs) Used to Calculate Average</b>	<b>4.50</b>	<b>6.50</b>	<b>13.00</b>	<b>10.00</b>

**Counts of Head Coaches**

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	
<b>Men's Varsity Teams</b>									
Basketball	1		1						1
Football	1		1						1
Golf	1		1						1
Tennis	1		1						1
Track & Field & Cross Country		1	1						1
<b>Totals for Men's Teams</b>	<b>4</b>	<b>1</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>
<b>Women's Varsity Teams</b>									
Basketball	1		1						1
Golf					1		1		1
Soccer	1		1						1
Swimming & Diving	1		1						1
Tennis					1		1		1
Track & Field & Cross Country		1	1						1
Volleyball					1		1		1
<b>Totals for Women's Teams</b>	<b>3</b>	<b>1</b>	<b>4</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>7</b>



**University of Idaho**  
**Equity in Athletics Disclosure Act (EADA) Report**

**Counts of Assistant Coaches**

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total Assistant Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	
<b>Men's Varsity Teams</b>									
Basketball	3		3						3
Football	9	4	9	4					13
Golf									0
Tennis		1		1					1
Track & Field & Cross Country		1	1			1	1		2
<b>Totals for Men's Teams</b>	<b>12</b>	<b>6</b>	<b>13</b>	<b>5</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>19</b>
<b>Women's Varsity Teams</b>									
Basketball					3	1	3	1	4
Golf	1		1						1
Soccer	1		1			1		1	2
Swimming & Diving	1		1		1		1		2
Tennis						1		1	1
Track & Field & Cross Country		1	1			1	1		2
Volleyball	2		2						2
<b>Totals for Women's Teams</b>	<b>5</b>	<b>1</b>	<b>6</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>5</b>	<b>3</b>	<b>14</b>

**THIS PAGE INTENTIONALLY LEFT BLANK**

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**SUBJECT**

Board Policy V.R. – Establishment of Fees – Second Reading

**REFERENCE**

June 2010	Idaho State Board of Education (Board) considered first reading of a differential fee policy. Motion failed.
August 2010	Board considered first reading of a differential fee policy. Motion failed.
October 2010	Board considered first reading of a differential fee policy. Motion failed.
December 2014	Board approved second reading of amendments to Policy V.R. authorizing summer bridge program and online program fee.
December 2015	Board approved second reading of amendment to Policy V.R. authorizing in-service teacher educator fees, online program fees and established independent study fee.
February 2016	Board approved first reading of amendment to Policy V.R. which removed professional licensure as a mandatory criterion for an academic professional program to be eligible for consideration for a professional fee.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.R.

**BACKGROUND/DISCUSSION**

The Business Affairs and Human Resources (BAHR) Committee and Financial Vice Presidents have been considering the mechanics and possible merits of “differential” and/or “cost-based” fees for several years.

The Board approved the first reading of amendments in February 2016 that would eliminate the requirement to obtain professional licensure prior to practicing a given profession as a prerequisite for establishing a professional fee for an academic professional program. Various engineering programs might meet all other requirements associated with a professional fee, but for the current licensure mandate.

**IMPACT**

The proposed policy amendment would increase the flexibility of the current professional fee criteria to permit institutions to request professional fees for high cost programs. A professional fee for documented high-cost programs may be appropriate in cases where the additional revenues from a professional fee could be used to expand the pipeline (and/or increase the throughput rate) of high-demand programs leading to high paying initial salaries in cases where additional resources for a program are not available from other internal or external sources. When professional fees for a program are approved, Board policy stipulates that all course fees for the program will be eliminated. Institutions that propose new

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

programs for professional fees would provide documentation of the net financial impact to students within the major, netting professional fees against eliminated course fees.

**ATTACHMENTS**

Attachment 1 – Section V.R. – 2nd Reading

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed amendment would enable institutions to respond to the BAHR Committee's invitation to forward any worthy candidates for differential/cost-based fees to the Board for consideration at the April tuition and fee setting meeting. Approval of this amendment, which expands the criteria under which professional fees may be requested, does not eliminate the Board's current prerogative to approve professional fee requests on a case-by-case basis, based on the merits of individual proposals.

Changes between the first and second reading include removing verbiage in the first reading of the amended policy, which alluded to applying professional fees when the only impact of those fees might be to establish improvement in delivered program quality. Staff recommends approval.

**BOARD ACTION**

I move to approve the second reading of proposed amendments to Board policy Section V.R., Establishment of Fees, as presented in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

1. Board Policy on Student Tuition and Fees

Consistent with the Statewide Plan for Higher Education in Idaho, the institutions shall maintain tuition and fees that provide for quality education and maintain access to educational programs for Idaho citizens. In setting fees, the Board will consider recommended fees as compared to fees at peer institutions, percent fee increases compared to inflationary factors, fees as a percent of per capita income and/or household income, and the share students pay of their education costs. Other criteria may be considered as is deemed appropriate at the time of a fee change. An institution cannot request more than a ten percent (10%) increase in the total full-time student fee unless otherwise authorized by the Board.

2. Tuition and Fee Setting Process – Board Approved Tuition and Fees

a. Initial Notice

A proposal to alter student tuition and fees covered by Subsection V.R.3. shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made.

Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper during the months of publication of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

The initial notice must include an invitation to the students to present oral or written testimony at the public hearing held by the institution to discuss the fee proposal. A record of the public hearing as well as a copy of the initial notice shall be made available to the Board.

b. Board Approval

Board approval for fees will be considered when appropriate or necessary. This approval will be timed to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

c. Effective Date

Any change in the rate of tuition and fees becomes effective on the date approved by the Board unless otherwise specified.

3. Definitions and Types of Tuition and Fees

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: V. FINANCIAL AFFAIRS**  
**SUBSECTION: R. Establishment of Fees**

~~December 2015~~ April 2016

The following definitions are applicable to tuition and fees charged to students at all of the state colleges and universities under the governance of the Board (the community colleges are included only as specified).

a. General and Professional-Technical Education Tuition and Fees

Tuition and fees approved by the State Board of Education. Revenues from these fees are deposited in the unrestricted fund.

i. Tuition – University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College

Tuition is the amount charged for any and all educational costs at University of Idaho, Boise State University, Idaho State University, and Lewis-Clark State College. Tuition includes, but is not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

ii. Professional-Technical Education Fee

Professional-Technical Education fee is defined as the fee charged for educational costs for students enrolled in Professional-Technical Education pre-employment, preparatory programs.

iii. Part-time Credit Hour Fee

Part-time credit hour fee is defined as the fee per credit hour charged for educational costs for part-time students enrolled in any degree program.

iv. Graduate Fee

Graduate fee is defined as the additional fee charged for educational costs for full-time and part-time students enrolled in any post- baccalaureate degree-granting program.

v. Western Undergraduate Exchange (WUE) Fee

Western Undergraduate Exchange fee is defined as the additional fee for full-time students participating in this program and shall be equal to fifty percent (50%) of the total of tuition, facility fee, technology fee and activity fee.

vi. Employee/Spouse/Dependent Fee

The fee for eligible participants shall be set by each institution, subject to Board approval. Eligibility shall be determined by each institution. Employees,

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**SUBSECTION: R. Establishment of Fees**

~~December 2015~~ April 2016

spouses and dependents at institutions and agencies under the jurisdiction of the Board may be eligible for this fee. Employees of the Office of the State Board of Education and the Division of Professional-Technical Education shall be treated as institution employees for purposes of eligibility. Special course fees may also be charged.

vii. Senior Citizen Fee

The fee for eligible participants shall be set by each institution, subject to Board approval. Eligibility shall be determined by each institution.

viii. In-Service Teacher Education Fee

This fee shall be applicable only to teacher education courses offered as teacher professional development. This fee is not intended for courses which count toward an institution's degree programs. Courses must be approved by the appropriate academic unit(s) at the institution. For purposes of this special fee only, "teacher" means any certificated staff (i.e. pupil services, instructional and administrative).

a) The fee shall not exceed one-third of the part-time undergraduate credit hour fee or one-third of the graduate credit hour fee for Idaho teachers employed at an Idaho elementary or secondary school;

b) The credit-granting institution may set a course fee up to the regular undergraduate or graduate credit hour fee for non-Idaho teachers, for teachers who are not employed at an Idaho elementary or secondary school, or in cases where the credit-granting institution bears all or part of the costs of delivering the course.

ix. Transcription Fee

A fee may be charged for processing and transcribing credits. The fee shall be \$10.00 per credit for academic year 2014-15 only, and set annually by the Board thereafter. This fee may be charged to students enrolled in a qualified Workforce Training course where the student elects to receive credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the courses are retained by the technical colleges. This fee may also be charged for transcribing demonstrable technical competencies.

x. Online Program Fee

a) An online program fee may be charged for any fully online undergraduate, graduate, and certificate program. An online program fee shall be in lieu of

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**SUBSECTION: R. Establishment of Fees**

~~December 2015~~ April 2016

resident or non-resident tuition (as defined in Idaho Code §33-3717B) and all other Board-approved fees. An online program is one in which all courses are offered and delivered via distance learning modalities (e.g. campus-supported learning management system, videoconferencing, etc.); provided however, that limited on-campus meetings may be allowed if necessary for accreditation purposes or to ensure the program is pedagogically sound.

- b) Nothing in this policy shall preclude pricing online programs at a market competitive rate which may be less or more than the current resident or non-resident per credit hour rates.

b. Institutional Local Fees – Approved by the Board

Institutional local fees are student fees that are approved by the State Board of Education and deposited into local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

The facilities, activity and technology fees shall be displayed with the institution's tuition and fees when the Board approves tuition and fees.

i. Facilities Fee

Facilities fee is defined as the fee charged for capital improvement and building projects and for debt service required by these projects. Revenues collected from this fee may not be expended on the operating costs of the general education facilities.

ii. Activity Fee

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

iii. Technology Fee

Technology fee is defined as the fee charged for campus technology enhancements and operations directly related to services for student use and benefit (e.g., internet and web access, general computer facilities, electronic or online testing, and online media).

iv. Professional Fees



To designate a professional fee for a Board approved academic program, *all* of the following criteria must be met:

a) Credential or Licensure Requirement:

- 1) A professional fee may be charged for an academic professional program if graduates of the program obtain a specialized higher education degree that qualifies them to practice a professional service involving expert and specialized knowledge ~~including professional service~~ for which credentialing or licensing ~~may be~~ is required. For purposes of this fee, “academic” means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for a baccalaureate, master’s, specialist or doctoral degree as defined in policy III.E.1.
- 2) The program leads to a degree ~~where the degree is~~ which provides at least the minimum capabilities required for entry to the practice of a profession.

b) Accreditation Requirement: The program:

- 1) is accredited,
- 2) is actively seeking accreditation if a new program, or
- 3) will be actively seeking accreditation after the first full year of existence if a new program by a regional or specialized accrediting agency.

c) Extraordinary Program Costs: Institutions will propose professional fees for Board approval based on the costs to deliver the program. An institution must provide clear and convincing documentation that the cost of ~~delivering~~ the professional program ~~at an appropriate level of instructional quality~~ significantly exceeds the cost to deliver non-professional programs at the institution. A reduction in appropriated funding in support of an existing program is not a sufficient basis alone upon which to make a claim of extraordinary program costs.

d) The program may include support from appropriated funds.

e) The program is consistent with traditional academic offerings of the institution serving a population that accesses the same activities, services, and features as regular full-time, tuition-paying students.

f) Upon the approval and establishment of a professional fee, course fees associated with the same program shall be prohibited.

g) Once a professional fee is initially approved by the Board, any subsequent increase in a professional fee shall require prior approval by the Board at the same meeting institutions submit proposals for tuition and fees.

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**SUBSECTION: R. Establishment of Fees**

~~December 2015~~ April 2016

v. Self-Support Academic Program Fees

- a) Self-support programs are academic degrees or certificates for which students are charged program fees, in lieu of tuition. For purposes of this fee, “academic” means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for an academic certificate, baccalaureate, master’s, specialist or doctoral degree. To bring a Self-support program fee to the Board for approval, the following criteria must be met:
- 1) An institution shall follow the program approval guidelines set forth in policy III.G.
  - 2) The Self-support program shall be a defined set of specific courses that once successfully completed result in the awarding of an academic certificate or degree.
  - 3) The Self-support program shall be distinct from the traditional offerings of the institution by serving a population that does not access the same activities, services and features as full-time, tuition paying students, such as programs designed specifically for working professionals, programs offered off-campus, or programs delivered completely online.
  - 4) No appropriated funds may be used in support of Self-support programs. Self-support program fee revenue shall cover all direct costs of the program. In addition, Self-support program fee revenue shall cover all indirect costs of the program within two years of program start-up.
  - 5) Self-support program fees shall be segregated, tracked and accounted for separately from all other programs of the institution.
- b) If a Self-support program fee is requested for a new program, an institution may fund program start-up costs with appropriated or local funds, but all such funding shall be repaid to the institution from program revenue within a period not to exceed three years from program start-up.
- c) Once a Self-support program fee is initially approved by the Board, any subsequent increase in a Self-support program fee shall require prior approval by the Board.
- d) Institutions shall review Self-support academic programs every three (3) years to ensure that program revenue is paying for all program costs, direct and indirect, and that no appropriated funds are supporting the program.

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**SUBSECTION: R. Establishment of Fees**

~~December 2015~~ April 2016

- e) Students enrolled in self-support programs may take courses outside of the program so long as they pay the required tuition and fees for those courses.

vi. Contracts and Grants

Special fee arrangements are authorized by the Board for instructional programs provided by an institution pursuant to a grant or contract approved by the Board.

vii. Student Health Insurance Premiums or Room and Board Rates

Fees for student health insurance premiums paid either as part of the uniform student fee or separately by individual students, or charges for room and board at the dormitories or family housing units of the institutions. Changes in insurance premiums or room and board rates or family housing charges shall be approved by the Board no later than three (3) months prior to the semester the change is to become effective. The Board may delegate the approval of these premiums and rates to the chief executive officer.

viii. New Student Orientation Fee

This fee is defined as a mandatory fee charged to all first-time, full-time students who are registered and enrolled at an institution. The fee may only be used for costs of on-campus orientation programs such as materials, housing, food and student leader stipends, not otherwise covered in Board-approved tuition and fees.

ix. Dual Credit Fee

High school students who enroll in one or more dual credit courses delivered by high schools (including Idaho Digital Learning Academy), either face-to-face or online, are eligible to pay a reduced cost per credit which is approved at the Board's annual tuition and fee setting meeting. The term "dual credit" as used in this section is defined in Board Policy III.Y.

x. Summer Bridge Program Fee

This fee is defined as a fee charged to students recently graduated from high school, who are admitted into a summer bridge program at an institution the summer immediately following graduation from high school, and who will be enrolling in pre-determined college-level courses at the same institution the fall semester of the same year for the express purpose of acquiring knowledge and skills necessary to be successful in college. The bridge program fee shall be \$65 per credit for academic year 2014-15 only, and set annually by the Board thereafter.

xi. Independent Study in Idaho

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**SUBSECTION: R. Establishment of Fees**

~~December 2015~~ April 2016

A fee may be charged for courses offered through the Independent Study in Idaho (ISI) cooperative program. Complete degree programs shall not be offered through the ISI. Credits earned upon course completion shall transfer to any Idaho public college or university. The ISI program shall receive no appropriated or institutional funding, and shall operate alone on revenue generated through ISI student registration fees.

c. Institutional Local Fees and Charges Approved by Chief Executive Officer

The following local fees and charges are charged to support specific activities and are only charged to students that engage in these particular activities. Local fees and charges are deposited into local institutional accounts or the unrestricted fund and shall only be expended for the purposes for which they were collected. All local fees or changes to such local fees are established and become effective in the amount and at the time specified by the chief executive officer or provost of the institution. The chief executive officer is responsible for reporting these local fees to the Board upon request.

i. Continuing Education

Continuing education fee is defined as the additional fee to continuing education students which is charged on a per credit hour basis to support the costs of continuing education.

ii. Course Overload Fee

This fee may be charged to full-time students with excessive course loads as determined by each institution. Revenue from this fee is deposited in the unrestricted fund.

iii. Special Course Fees

A special course fee is an additive fee on top of the standard per credit hour fee which may be charged to students enrolled in a specific course for materials and/or activities required for that course. Special course fees, or changes to such fees, are established and become effective in the amount and at the time specified by the chief executive officer or provost, and must be prominently posted so as to be readily accessible and transparent to students, along with other required course cost information. These fees shall be reported to the Board upon request.

- a) Special course fees shall be directly related to academic programming. Likewise, special course fees for professional-technical courses shall be directly related to the skill or trade being taught.

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**SUBSECTION: R. Establishment of Fees**

~~December 2015~~ April 2016

- b) Special course fees may only be charged to cover the direct costs of the additional and necessary expenses that are unique to the course. This includes the costs for lab materials and supplies, specialized software, cost for distance and/or online delivery, and personnel costs for a lab manager. A special course fee shall not subsidize other courses, programs or institution operations.
- c) A special course fee shall not be used to pay a cost for which the institution would ordinarily budget including faculty, administrative support and supplies.
- d) Special course fees shall be separately accounted for and shall not be commingled with other funds; provided however, multiple course fees supporting a common special cost (e.g. language lab, science lab equipment, computer equipment/software, etc.) may be combined. The institution is responsible for managing these fees to ensure appropriate use (i.e. directly attributable to the associated courses) and that reserve balances are justified to ensure that fees charged are not excessive.
- e) The institution shall maintain a system of procedures and controls providing reasonable assurance that special course fees are properly approved and used in accordance with this policy, including an annual rolling review of one-third of the fees over a 3-year cycle.

iv. Processing Fees, Permits and Fines

- a) Processing fees may be charged for the provision of academic products or services to students (e.g. undergraduate application fee, graduate application fee, program application fee, graduation/diploma fee, and transcripts). Fees for permits (e.g. parking permit) may also be charged.
- b) Fines may be charged for the infraction of an institution policy (e.g., late fee, late drop, library fine, parking fine, lost card, returned check, or stop payment).

All processing fees, permit fees and fines are established and become effective in the amount and at the time specified by the chief executive officer, and shall be reported to the Board upon request.

THIS PAGE INTENTIONALLY LEFT BLANK

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**SUBJECT**

Gender Equity Reports

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.X.

**BACKGROUND/DISCUSSION**

Idaho State Board of Education (Board) policy V.X.4.c requires each institution to prepare a gender equity report for review and formal approval by the Board in a format and time to be determined by the Executive Director. A previous Board agenda item recommended revisions to the gender equity report, and therefore, the Executive Director allowed the institutions to submit the attached gender equity narratives and summary worksheets envisioned in the proposed policy revision in Tab 1 of this agenda.

**IMPACT**

The changes to the information provided to the Board for gender equity are a result of working with the institutions to determine the best method of reducing duplicative effort and streamlining reporting. The new summary worksheet uses information from the institution's annual data submitted to its federal athletics authority, so that new collection, analysis and forecasting of the same information is not necessary.

The summary worksheet shows the institution's enrollment, financial aid, and participants by gender. The worksheet also shows the actual revenues and expenses for the most current completed fiscal year by sport, as well as the operating (Game Day) expenses, number of participants, and operating expenses per participant. Finally, the worksheet provides information for average coaching salaries and the count of coaches per sport by gender.

**ATTACHMENTS**

Attachment 1: BSU Gender Equity Narrative	Page 3
Attachment 2: BSU Gender Equity Worksheet	Page 11
Attachment 3: ISU Gender Equity Narrative	Page 15
Attachment 4: ISU Gender Equity Worksheet	Page 19
Attachment 5: UI Gender Equity Narrative	Page 23
Attachment 6: UI Gender Equity Worksheet	Page 25
Attachment 7: LCSC Gender Equity Narrative	Page 29
Attachment 8: LCSC Gender Equity Worksheet	Page 31

**STAFF COMMENTS AND RECOMMENDATIONS**

The attached reports reduce the time and effort required to provide gender equity information to the Board by using data submitted to the federal authority.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**BOARD ACTION**

I move to approve the gender equity reports as submitted.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_ No \_\_\_\_



## **Gender Equity Report - Narrative**

### **Boise State University**

At Boise State University, the Athletic Department, with oversight from the Intercollegiate Athletic Advisory Committee (IAAC) Gender-Equity Subcommittee, conducts an annual *Gender-Equity Review for Compliance with Title IX in Athletics*. The outcome of this report includes recommendations to the university that help achieve and maintain compliance in areas where gender differences may currently exist or may be developing. The recommendations that have been made between FY10 and FY15 are outlined in the *Summary of Recommendations and Progress* table on pages 4-8. Progress towards completion of each recommendation was last updated October 2015.

#### **I. Participation Opportunities**

Compliance for this component means meeting one test of the three-part test for participation opportunities. Institution officials may choose which test the institution will meet. An institution must do one of the following three:

1. Provide women and men with participation opportunities at rates that are proportionate to their respective rates of enrollment as full-time undergraduate students; or
2. Demonstrate continuing program expansion for the underrepresented gender; or
3. Fully accommodate the underrepresented gender.

In regards to participation opportunities, Boise State University **complies with this program component** by providing women and men with participation opportunities at rates that are proportionate to their respective rates of enrollment as full-time undergraduate students (test one). The athletic participation review is in progress for FY16, but in FY15 athletic participation was 50.1% women to 49.9% men. Boise State University's fulltime undergraduate enrollment combined total was 51.1% female and 48.9% male.

While Boise State University does not meet strict proportionality (athletic participation rates match *exact* undergraduate enrollment rates for each gender), the OCR's 1996 Policy Clarification explains how to determine "how close is close enough." OCR evaluators identify:

- A. The average number of participants per team in the underrepresented gender;
- B. The number of participants in the underrepresented gender to be added to the current program to achieve strict proportionality; and
- C. Determine which of the two numbers is larger.

If the average number of participants per team of the underrepresented gender is larger, compliance with test one (proportionality) is achieved.

For Boise State University, the average number of participants per women's team in 2014-15 was 20 (244 female participants, 12 women's teams). In order to meet strict proportionality, using the 2014-2015 athletic participation and undergraduate enrollment numbers, 10 additional female participants would be needed to reach 51.1% athletic participation. Because the average number of participants per women's team is larger than the number of female participants to be added to the current program to achieve strict proportionality (20 versus 11), participation rates are proportionate to enrollment rates for the 2014-2015 academic year per OCR's 1996 Policy

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

Clarification for compliance with test one (proportionality). Thus, analysis for compliance with test two (program expansion) and test three (full accommodation) need not be considered.

Further, to ensure continued compliance in this program area, head coaches are provided guidelines for roster size maximums and minimums annually. Each roster size is based on the head coach's input on their ideal roster size with consideration of the overall program participation rates. This practice will be continued in upcoming years and represents the Athletic Department's continued effort to provide proportionate participation opportunities with respect to undergraduate enrollment.

## **II. Financial Aid**

Compliance for this program component means total scholarship dollars awarded are substantially proportionate to participation rates for male and female student-athletes. To be in compliance, an institution must do the following:

1. For the regular academic year, athletic based financial aid awarded to male and female student-athletes must be "substantially proportionate" to their respective rates of financial aid participation (within 1%).
2. For the summer term, provide athletic scholarship awards that are equally available to all male and female student-athletes who desire summer term aid; otherwise, provide proportionate awards.
3. For fifth-year students who have exhausted their eligibility, provide fifth-year athletic scholarship awards that are equally available to all male and female student-athletes who desire degree completion aid; otherwise, provide proportionate awards.

At Boise State University in FY15, the variance between unduplicated participation and the *NCAA Squad List Athletic Grant Amount*<sup>1</sup> was 0.5% (an improvement from the 1% variance the previous year). Title IX compliance recommends this variance to be within +/- 1%, and therefore, Boise State University was in compliance in FY15. However, continued compliance in this area should be considered. The current athletic programs offered at Boise State University allows an NCAA imposed maximum of 129.5 athletic scholarships that can be awarded to male participants and a NCAA maximum of 111 athletic scholarships that can be awarded to female participants. It continues to be a recommendation that the Athletic Department require coaches to fully award female athletic scholarship dollars unless there is a reasonable professional decision to do otherwise.

**FY16 Note:** The Athletic Department awarded all eligible student-athletes, male and female, a "cost of attendance" increase as allowable by the NCAA for their regular-year award equivalency. This increase will be a part of the analysis of scholarship dollars awarded during the current year review of financial aid.

### **Summer Term and Fifth Year Aid**

Summer term awards and fifth year aid for student-athletes who have exhausted their eligibility are analyzed separately from each other and separately from regular year aid. There is no

---

<sup>1</sup> Note: *NCAA Squad List Athletic Grant Amount* and actual budget amounts for athletic aid differ. For example, in FY13, actual dollars awarded to females for financial aid was \$1,062,184, while the *NCAA Squad List Athletic Grant Amount* was \$2,727,884.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

compliance standard established specifically for summer term or fifth year aid and there is no expectation is that the need for these awards will arise at the same proportion as participation. Disproportionate awards for the summer term and fifth year student-athletes are not unusual. The essential consideration is whether female and male student-athletes have an equal opportunity to receive such awards. If dollar limits must be imposed, however, then institutions should award summer term and fifth year dollars at rates that are proportion to the rates of participation.

**Summer Term Awards.** At Boise State University, summer term aid is based on a.) number of returning student-athletes on the team, and b.) number of incoming student-athletes who are eligible to enter the Summer Bridge program.<sup>2</sup> Using the same dollar amount per student-athlete, this provides the number of total scholarships to be considered for each team. The total of these two figures cannot exceed the NCAA maximum allowable scholarships that can be awarded for each sport.

Summer term awards are reviewed separately to determine whether awards are equally available to male and female student-athletes who want to remain on campus during the summer. If not all dollars budgeted for women are awarded to female student-athletes, Boise State University may award the remaining dollars to male student-athletes, resulting at times in summer term aid being awarded at rates that are disproportionate to men's and women's respective rates of participation. Based on this set policy, summer term financial aid is equally available to male and female student-athletes who request aid, which ensures Boise State University is in compliance with Title IX.

**Degree Completion Financial Aid.** At Boise State University degree completion (fifth year) financial aid is available to all student-athletes who qualify. In order to qualify for the program the student must have (a) exhausted eligibility, (b) been on athletic aid their last year of eligibility, (c) be within 32 credits to graduate and (d) meet all NCAA progress-towards-degree requirements. This policy is consistent across all sport programs. The number of student-athletes needing fifth year aid has been greatly reduced due to coaches and student-athletes being encouraged to take advantage of summer school, yielding higher graduation rates within four years and/or eliminating the need for a fifth year because by the time eligibility is exhausted, the student-athlete has graduated.

### **III. Summary of Recommendations and Progress**

With regard to remaining eleven program areas under **Athletic Benefits and Opportunities**, the Gender-Equity Subcommittee has made new recommendations to continue improving program areas in order to maintain or achieve equity between male and female student-athletes. Those recommendations and progress towards completion are outlined in the table on the following pages.

---

<sup>2</sup> Summer Bridge is a program that allows student-athletes in all sports to attend classes prior to their first semester of full-time enrollment; participating student-athletes are required to take six academic credits.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

**Summary of Progress Towards 2009-2010 Recommendations and Subsequent Reviews**  
**Last Updated October 2015**

Recommendation	Progress Made
<i>Accommodation of Interests and Abilities:</i> The Athletic Department continues to monitor and carefully examine participation goals, and guide head coaches regarding roster sizes in order to maintain quality participation opportunities for female student-athletes and be efficient but not excessive in providing participation opportunities for male student-athletes.	<b>ONGOING</b> As part of the athletic department's continued effort to provide equal participation opportunities with respect to full-time undergraduate enrollment, head coaches are provided guidelines for roster sizes annually. Each roster size is based on the head coach's input for ideal squad size in their sport with consideration of the overall program participation rates.
<i>Athletic Financial Assistance:</i> The Athletic Department continues to require coaches to fully award female athletic scholarship dollars during the academic school year unless there is a reasonable professional decision to do otherwise.	<b>ONGOING</b> <b>In FY11</b> , 104.22 of the 111 (93.89%) female scholarships were awarded, an improvement over the FY10 (87.69% or 97.34 of the 111) figures. <b>In FY12</b> , the Department of Athletics increased funding by \$77,822 to women's equivalency programs in their scholarship line items in a continued effort to fund female participants the maximum allowable of scholarships as awarded by their coaches. Two women's programs were under NCAA penalties, which limited athletic scholarships that could be awarded, however, 103.23 of 111 (93%) scholarships were given to female student-athletes. <b>In FY13</b> , Financial aid component of Title IX was in compliance with a variance of financial aid participation and scholarships of 0.73 (within the required +/- one percent). 104.82 of the 111 (94.4%) scholarships were awarded to females (one women's team still under NCAA penalty) and the Athletic Department covered an additional \$85,432 in athletic aid awarded to female student-athletes for equivalency sports to achieve this. <b>In FY14</b> , variance between athletic participation of females and financial aid awards to women dropped to 0.3%, however in <b>FY15</b> , the variance of financial aid participation and scholarships to increased to a -0.5 variance (females represent 45% of participation, but receive 44.5% of the financial aid) and four female program head coaches indicated limited scholarship budgets have impacted their recruiting efforts and the ability to fulfill scholarship awards 100%. While currently in compliance with financial aid, this program component will continue to be closely monitored.
<i>(12-13) Athletic Financial Assistance:</i> The Athletic Department considers an evaluation of scholarship budgets for female equivalency sports with exempted academic aid.	<b>ONGOING</b> See above
<i>(09-10 Rec) Equipment and Supplies:</i> The Athletic Department continues to monitor the volleyball equipment budget to assure upgrades have been made under the new coaching staff.	<b>COMPLETED</b> In FY12 and FY13 NIKE comp dollars were allocated to all sports to meet equipment team needs (VB received \$12,500 in NIKE apparel in FY13, \$15K in FY14, and \$17,475 in FY15). Continued evaluation will be done to ensure adequacy for all programs.
<i>(12-13 Rec) Equipment and Supplies:</i> The Department of Athletics evaluate the gymnastics and track and field equipment budgets with regard to competition uniforms and an adequate amounts of training shoes for team members.	<b>ONGOING</b> Evaluation of gymnastics equipment budget to be completed. Track and field equipment budgets remained the same over from FY14-FY15, however head coach change resulted in reduction of 23-35 of student-athletes on men/women teams

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

<p><i>(12-13 Rec) Equipment and Supplies:</i> The Department of Athletics examines equipment budgets for men's and women's tennis with regard to sport-specific items for competitions and stringing services.</p>	<p><b>ONGOING</b> Stringing services now provided to both teams. Increase of \$20K to tennis equipment budgets provided starting FY16.</p>
<p><i>(12-13 Rec) Equipment and Supplies:</i> The Department of Athletics gives consideration to adding a Director of Softball Operations or fulltime team manager.</p>	<p><b>ONGOING</b> Due to new head coach and changing needs of program, this recommendation will be reassessed in FY16 under coaching program area review.</p>
<p><i>(09-10 Rec) Scheduling of Games and Practice Times:</i> The Athletic Department closely monitors the number of contests scheduled and played for all athletic teams to make sure female athletes receive comparable access to competition, specifically, women's golf, softball, swimming and diving, and gymnastics.</p> <p><i>(11-12 Rec) Scheduling of Games and Practice Times:</i> The Athletic Department continues to monitor competition schedules to ensure an optimal number of contests are being scheduled for all programs.</p>	<p><b>PARTIALLY COMPLETED &amp; ONGOING</b> Over a two year period, increases for travel budgets of gymnastics (+\$26K), softball (+\$55K), swimming (+\$47K), and women's golf (\$13.6K) have been given to allow scheduling more away competitions. In FY12, gymnastics and softball scheduled desired number of competitions (though, softball was not able to compete in all of them due to weather cancelations). In FY13 every women's program with the exception of swimming and diving had an increases to their travel budget resulting in a total increase to women's program travel budgets of \$130K (men's programs increased \$73K, excluding FB increase to accommodate travel to HI). In FY14 women's golf, softball, volleyball and track and field/cross country had increases to their travel budgets again totaling ~\$12K. In FY15 soccer and softball travel budgets increased for a total of ~\$13K. Assessment of competition schedules and adequacy of travel budgets will continue.</p>
<p><i>(09-10 Rec) Scheduling of Games and Practice Times:</i> The Athletic Department includes the addition of lights at the Mountain Cove Softball Field in their master facilities plan.</p> <p><i>(11-12 Rec) Scheduling of Games and Practice Times:</i> The addition of lights is considered for the softball and soccer facilities.</p>	<p><b>ONGOING</b> The softball field has been moved from Mountain Cove to an improved facility at Dona Larsen Park; lights are not yet funded.</p>
<p><i>(11-12 Rec) Scheduling of Games and Practice Times:</i> Head coaches document their reasoning annually if they schedule less than the NCAA allowable competitions for their team.</p>	<p><b>COMPLETED</b> Were included in the Playing and Practice Season Approval Form starting in FY15.</p>
<p><i>(11-12 Rec) Scheduling of Games and Practice Times:</i> An improved competition site is considered for the swimming and diving team.</p>	<p><b>COMPLETED</b> In FY15, \$4.5K was paid for swimming and diving to have exclusivity of their competition site for home meets.</p>
<p><i>(09-10 Rec) Travel and Per Diem Allowances:</i> The Athletic Department allow no more than two student-athletes to share a hotel room unless there is an odd number of travelers or a reasonable professional decision justifies otherwise and a written justification is provided by the coach to the Associate Athletic Director of Student Services prior to travel.</p>	<p><b>COMPLETED</b> Policy implemented for FY12</p>
<p><i>(11-12 Rec) Travel &amp; Per Diem Allowances:</i> The Athletic Department addresses long distance driving for all programs, with specific emphasis on women's golf, women's tennis, wrestling and track and field.</p>	<p><b>COMPLETED</b> Appropriate length of stays for team travel has been addressed with all programs.</p>

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

<p><i>(09-10 Rec) Travel and Per Diem Allowances:</i> The Athletic Department analyzes travel budgets for each sport to improve the adequacy of those sports reporting dissatisfaction with their travel budgets. Specific attention should be given to softball as it relates to ground transportation and wrestling as it relates to overnight stays for away competitions.</p> <p><i>(11-12 Rec) Travel &amp; Per Diem Allowances:</i> The Athletic Department continue to monitor travel budgets, specifically women's golf, wrestling and track and field to ensure adequacy within their programs with regard to travel squad sizes and per diem amount provided during away competitions.</p>	<p><b>ONGOING</b>  Softball travel budget was increased \$33K in FY12 and \$22K more in FY13, buses are now mandated for use for away competition.  Wrestling travel budget was increased \$5,581 in FY11 to account for more coaches travel, but they still do not do overnight stays at competitions to which they drive.  In FY11 and FY12, travel budgets for men's programs increased a net total of \$89,462, women's programs by a net total of \$213,930, and track and field by a total of \$59,760. Coaches became actively involved in budget projection during the budgeting process within the department each year.  In FY13 and FY14 the wrestling team fund raised \$5,000 additional dollars to cover the expenses of overnight stays during travel and will include this cost in their travel budget request for FY15 and going forward.  Additionally in FY13, women's golf, softball, volleyball and track and field/cross country had increases to their travel budgets with a total increase of \$12,417 to overall travel budgeted. On budget projection/wish lists completed by coaches for FY14 travel budgets, men's golf, wrestling, women's basketball, soccer, swimming and volleyball all had travel-related budget increases. Due to zero growth budget year, none of the requests were met in their entirety.  In FY14 women's golf, softball and volleyball travel budgets were increased (totaling \$6.7K), track travel budget was increased \$5.6K.  NOTE: in FY14, new philosophy of track coach includes only traveling players who will score, which has improved the track travel budget situation.  In FY15 soccer and softball travel budgets were increased (totaling \$13K).  In FY16 track and field travel budget was decreased by \$10K due to decreased number of athletic participants with new head coach. Assessment of this program component continues.</p>
<p><i>(09-10 Rec) Coaching:</i> The University gives multi-year contracts equally to men's and women's head coaches.</p>	<p><b>COMPLETED</b>  FY13 - Softball and Swimming and Diving Head Coaches were offered multi-year contracts, softball declined, swimming has been approved by the SBOE.  FY14 - Gymnastics co-head coaches were both offered multi-year, one accepted, completed and in effect for FY14. FY15 - Women's Tennis was offered a multi-year contract, which was completed for FY15.  FY16 – the new swimming coach and the other co-head gymnastics coach were given multi-year contracts.</p>
<p><i>(09-10 Rec) Locker Room, Practice and Competitive Facilities:</i> The Athletic Department continues to earmark capital outlays towards improvements of women's team competition and practice facilities with a specific emphasis on Mountain Cove, the women's gymnastics facility, and the swimming and diving competition site.</p>	<p><b>PARTIALLY COMPLETED &amp; ONGOING</b>  Softball competition and practice facilities have been improved with the completion of Dona Larsen Park but still needs lights and seating to be added. Gymnastics practice facility concerns addressed with the completion of the pit, new foam and equipment upgrades. Exclusive use of the West YMCA for swimming and diving home meets was established in FY15, improving competition site for swimming and diving.</p>

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

<p><i>(09-10 Rec) Locker Room, Practice and Competitive Facilities:</i> The Athletic Department continues to earmark capital outlays towards improving all teams' locker room facilities</p>	<p><b>PARTIALLY COMPLETED &amp; ONGOING</b>  Men's and women's basketball Arguinchona Basketball Complex completed. Gymnastics and volleyball locker rooms were renovated. The Bleymaier Football Complex was opened in FY14 which included a new football locker room. The former football locker room was renovated for women's cross country and track and the former women's CC/TR locker room was renovated for softball. The swimming and diving locker room was renovated with new lockers, upgraded lighting and swipe access. An upgrade of the women's soccer locker room was completed in FY15.</p>
<p><i>(09-10 Rec) Medical and Training Facilities and Services:</i> The Athletic Department add an additional weight room staff member and evaluate the weight room equipment to determine if upgrades or additional equipment might be necessary so issues are addressed to support all athletic programs.</p>	<p><b>COMPLETED</b>  Additional FT weight room staff members were added, one in FY12 and one in FY13. Upgrade to equipment in the Fedrizzi Training Complex was completed in FY12. Two fulltime athletic trainers were added in FY 11 and FY12. A new weight room for football with new equipment was completed in the Bleymaier Football Complex, fall 2013  With no new weight room staff added in FY13-FY16, additional weight room staff should be considered during the FY17 budget cycle if the needs of the department support an additional position.</p>
<p><i>(12-13 Rec) Medical and Training Services and Facilities:</i> The Athletic Department add additional athletic training staff members so issues are addressed to support all athletic programs, specifically for football, softball, and volleyball.</p>	<p><b>ONGOING</b>  Budget requests have been made for an additional full time athletic trainer and an additional full time strength and conditioning coach for FY15.  For FY16, a position that was ½ time athletic trainer and ½ time Insurance was converted to a FY athletic trainer position devoted to football. Another part time trainer was also added to the staff, but funding for the additional PT training is not secured long term.</p>
<p><i>(12-13 Rec) Medical and Training Services and Facilities:</i> The Replace or add ice machines in Taco Bell Arena and Dona Larsen Park Training Rooms.</p>	<p><b>COMPLETED</b>  Ice machines for both locations have been purchased.</p>
<p><i>(09-10 Rec) Housing and Dining Facilities and Services:</i> The Athletic Department conducts a more in-depth analysis of the meals available to student-athletes during term breaks to determine if funding is equivalently adequate in this area for all sports programs.</p> <p><i>(09-10 Rec) Housing and Dining Facilities and Services:</i> The Athletic Department adds funds, if feasible, in sports budgets to help cover pre- and post-game meals equitably among male and female student-athletes.</p> <p><i>(11-12 Rec) Housing and Dining Facilities and Services:</i> The Athletic Department continues to monitor budgets and trade out dollars to meet the need of each program with regard to pre- and post-game meals and term break dining.</p>	<p><b>COMPLETED and ONGOING</b>  In FY11, training table budgets were increased by \$56,900 for men's programs, \$24,729 for women's programs and \$5,000 for track and field. An additional \$14,150 in trade out was provided to programs with unmet budget increase requests. These cash and trade-out resources can be used towards term break meals, team meals, or pre- and post-game meals.  In FY12, training table budgets were adjusted with coaches input; \$8,249 more dollars were provided to women's programs, and \$17,450 in trade out was provided to programs with unmet need. An assessment of training table budgets and trade out allocations will continue.  In FY13-FY15 – trade out dollars remained equitable to previous years.  In FY15 fueling stations were added to the department, available to all sports programs.</p>
<p><i>(11-12 Rec) Housing and Dining Facilities and Services:</i> Temporary housing during term breaks and training table for every program, if that is the preference, is a consideration during the budgeting process.</p>	<p><b>ONGOING</b>  In FY15, it became department policy that student athletes on aid must be provided appropriate room/board when required practices are held over term breaks.  Training table budgets will continue to be evaluated.</p>

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

<p><i>(09-10 Rec) Publicity:</i> The Athletic Department's Marketing and Promotions Department continues to work with each head coach to create and execute marketing and promotions plans for all sports, put those plans in writing, communicate them with the head coaches and their team liaison, and execute the plans during the respective competition seasons.</p> <p><i>(12-13 Rec) Publicity:</i> Athletic program marketing plans continue to be reviewed and finalized with head coaches in a timely fashion and evaluated periodically throughout the competitive season.</p>	<p><b>ONGOING</b> In FY12, a new athletic marketing director was appointed. In FY13, a new marketing staff was hired, plans were developed for every sport but continued emphasis needs to be placed on a timely completion and regular communication and execution of marketing plans for each sports program.</p> <p>Additional fulltime position to cover marketing for women's sports or Olympic sports only needs further consideration.</p>
<p><i>(09-10 Rec) Support Services:</i> The Athletic Department makes clerical support more accessible to track and cross country, wrestling, and softball.</p>	<p><b>COMPLETED</b> Clerical support continues to be offered to track and field/cross country, wrestling, gymnastics and softball.</p>
<p><i>(09-10 Rec) Support Services:</i> The Athletic Administration find out whether the head wrestling coach prefers a private office, and if so, puts up a wall so that this may be achieved.</p>	<p><b>COMPLETED</b> Head wrestling coach confirmed office should remain as is.</p>
<p><i>(10-11 Rec) Support Services:</i> The Athletic Department provides fulltime clerical support to men's and women's basketball, men's and women's golf, gymnastics, swimming and diving, softball, wrestling and track and field/cross country programs.</p>	<p><b>ONGOING</b> Part time help has been provided for all sports programs who would like it. The need for additional clerical support or full time staff will continue to be reviewed. A reassessment of this program component will be completed in FY16.</p>
<p><i>(09-10 Rec) Recruitment of Student-Athletes:</i> The Athletic Department allocates additional funds for recruitment purposes to both men's and women's programs until both genders have adequate funding.</p> <p><i>(10-11 Rec) Recruitment of Student-Athletes:</i> The Athletic Department continues to monitor the recruitment budgets for all sports, with emphasis placed on track and field/cross country, women's tennis, softball, soccer, and swimming and diving to assure adequate recruitment resources for these programs.</p>	<p><b>PARTIALLY COMPLETED &amp; ONGOING</b> Recruiting budgets were increased for women's golf, women's tennis, volleyball, gymnastics, soccer, softball, swimming, and men's and women's basketball in FY12 for a total of \$56,500. Based on coaches' budget requests, additional funding is still needed to be adequate in recruiting by softball, soccer, swimming, men's tennis, men's basketball and wrestling. Recruitment budgets continue to be reviewed. A complete reassessment of this program area will be completed in FY16</p>
<p><i>(09-10 Rec) Recruitment of Student-Athletes:</i> The Athletic Department evaluates courtesy car assignments to coaches during the 2010-2011 school year.</p> <p><i>(10-11 Rec) Recruitment of Student-Athletes:</i> Consider awarding additional courtesy cars or supplemental pay to women's assistant coaches with off-campus recruiting duties.</p>	<p><b>PARTIALLY COMPLETED &amp; ONGOING</b> Two additional courtesy cars were provided to women's program coaches in FY12. Starting in FY14, a policy was implemented that includes providing compensation in lieu of courtesy cars for all coaches who need them. This will happen in a phase-out process as new coaches are hired. A complete reassessment of this program area will be completed in FY16</p>
<p><i>(10-11 Rec) Recruitment of Student-Athletes:</i> The women's swimming and diving coach pursue the use of a loaner car for use during official recruiting weekends.</p>	<p><b>COMPLETED</b> The coach now has a courtesy car that is sufficient for official recruiting weekends.</p>



**Boise State University**  
**Equity in Athletics Disclosure Act (EADA) Report**  
**Report on Athletic Program Participation Rates and Financial Support Data**  
**July 1, 2014 through June 30, 2015**

**University Enrollment**

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	5,918	49%
Female Students	6,237	51%
<b>Totals</b>	<b>12,155</b>	<b>100%</b>

**Athletic Student Aid & Recruiting**

Team Gender	Athletically Related Student Aid		Recruiting Expenses Amount
	Amount	Percent	
Men's Teams	\$2,184,147	53%	\$420,569
Women's Teams	\$1,972,161	47%	\$202,975
<b>Totals for All Teams</b>	<b>\$4,156,308</b>	<b>100%</b>	<b>\$623,544</b>

**Athletic Participation**

Sport	Number of Participants		Number of Participants Participating on a Second Team		Number of Participants Participating on a Third Team	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Basketball	16	16	0	0	0	0
Beach Volleyball	0	12	0	12	0	0
Cross Country	13	21	13	19	13	19
Football	107	0	1	0	0	0
Golf	10	9	0	0	0	0
Gymnastics	0	18	0	0	0	0
Soccer	0	29	0	0	0	0
Softball	0	26	0	0	0	0
Swimming and Diving	0	27	0	1	0	0
Tennis	9	10	0	0	0	0
Track, Indoor	27	34	27	33	13	20
Track, Outdoor	30	35	28	34	13	19
Volleyball	0	15	0	12	0	0
Wrestling	34	0	0	0	0	0
Others	0	0	0	0	0	0
<b>Total Participants</b>	<b>246</b>	<b>252</b>	<b>69</b>	<b>111</b>	<b>39</b>	<b>58</b>
<b>Participant Proportion</b>	<b>49.4%</b>	<b>50.6%</b>				
<b>Unduplicated Count of Participants</b>	<b>205</b>	<b>186</b>				

**Boise State University**  
**Equity in Athletics Disclosure Act (EADA) Report**  
**Report on Athletic Program Participation Rates and Financial Support Data**  
**July 1, 2014 through June 30, 2015**

**Total Revenues & Expenses**

Varsity Teams	Total Revenues			Total Expenses			Revenues minus Expenses		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	\$ 3,920,228	\$ 545,380	\$ 4,465,608	\$ 2,382,311	\$ 1,335,838	\$ 3,718,149	\$ 1,537,917	\$ (790,458)	\$ 747,459
Beach Volleyball		\$ 33,644	\$ 33,644		\$ 64,102	\$ 64,102	\$ -	\$ (30,458)	\$ (30,458)
Football	\$ 20,206,989		\$ 20,206,989	\$ 8,839,739		\$ 8,839,739	\$ 11,367,250	\$ -	\$ 11,367,250
Golf	\$ 201,356	\$ 265,999	\$ 467,355	\$ 267,479	\$ 282,466	\$ 549,945	\$ (66,123)	\$ (16,467)	\$ (82,590)
Gymnastics		\$ 392,430	\$ 392,430		\$ 611,861	\$ 611,861	\$ -	\$ (219,431)	\$ (219,431)
Soccer		\$ 446,168	\$ 446,168		\$ 624,530	\$ 624,530	\$ -	\$ (178,362)	\$ (178,362)
Softball		\$ 259,631	\$ 259,631		\$ 627,608	\$ 627,608	\$ -	\$ (367,977)	\$ (367,977)
Swimming and Diving		\$ 262,883	\$ 262,883		\$ 682,176	\$ 682,176	\$ -	\$ (419,293)	\$ (419,293)
Tennis	\$ 163,454	\$ 260,551	\$ 424,005	\$ 384,425	\$ 343,943	\$ 728,368	\$ (220,971)	\$ (83,392)	\$ (304,363)
Track	\$ 361,845	\$ 687,733	\$ 1,049,578	\$ 562,960	\$ 660,867	\$ 1,223,827	\$ (201,115)	\$ 26,866	\$ (174,249)
Volleyball		\$ 397,513	\$ 397,513		\$ 551,465	\$ 551,465	\$ -	\$ (153,952)	\$ (153,952)
Wrestling	\$ 222,494		\$ 222,494	\$ 460,760		\$ 460,760	\$ (238,266)	\$ -	\$ (238,266)
<b>Totals for All Teams</b>	<b>\$ 25,076,366</b>	<b>\$ 3,551,932</b>	<b>\$ 28,628,298</b>	<b>\$ 12,897,674</b>	<b>\$ 5,784,856</b>	<b>\$ 18,682,530</b>	<b>\$ 12,178,692</b>	<b>\$ (2,232,924)</b>	<b>\$ 9,945,768</b>
Not Allocated by Gender/Sport			\$ 7,364,148			\$ 11,670,139			\$ (4,305,991)
<b>Grand Totals for Athletics</b>			<b>\$ 35,992,446</b>			<b>\$ 30,352,669</b>			<b>\$ 5,639,777</b>
Totals for All Sports Except Football & Basketball	\$ 949,149	\$ 3,006,552	\$ 3,955,701	\$ 1,675,624	\$ 4,449,018	\$ 6,124,642	\$ (726,475)	\$ (1,442,466)	\$ (2,168,941)

**Operating (Game Day) Expenses**

Varsity Teams	Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	\$697,499	\$331,136	\$1,028,635	16	16	32	\$43,594	\$20,696	\$64,290
Beach Volleyball		19,125	\$19,125		12	12		\$1,594	\$1,594
Football	2,827,603		\$2,827,603	107		107	\$26,426		\$26,426
Golf	90,958	64,667	\$155,625	10	9	19	\$9,096	\$7,185	\$16,281
Gymnastics		143,426	\$143,426		18	18		\$7,968	\$7,968
Soccer		161,069	\$161,069		29	29		\$5,554	\$5,554
Softball		263,482	\$263,482		26	26		\$10,134	\$10,134
Swimming and Diving		174,916	\$174,916		27	27		\$6,478	\$6,478
Tennis	108,840	71,380	\$180,220	9	10	19	\$12,093	\$7,138	\$19,231
Track	152,488	179,010	\$331,498	70	90	160	\$2,178	\$1,989	\$4,167
Volleyball		152,848	\$152,848		15	15		\$10,190	\$10,190
Wrestling	68,742		\$68,742	34		34	\$2,022		\$2,022
<b>Totals for All Teams</b>	<b>\$3,946,130</b>	<b>\$1,561,059</b>	<b>\$5,507,189</b>	<b>246</b>	<b>252</b>	<b>498</b>	<b>\$16,041</b>	<b>\$6,195</b>	<b>\$11,059</b>
Totals for All Sports Except Football & Basketball	\$421,028	\$1,229,923	\$1,650,951	123	236	359	\$25,389	\$58,230	\$83,620

**Boise State University**  
**Equity in Athletics Disclosure Act (EADA) Report**  
**Report on Athletic Program Participation Rates and Financial Support Data**  
**July 1, 2014 through June 30, 2015**

**Average Coaching Salaries**

Description/Explanation	Head Coaches		Assistant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Average Annual Institutional Salary per Coach	\$ 346,288	\$ 81,115	\$157,871	\$43,605
Number of Head Coaches Used to Calculate Average	6	10	19	19
Average Annual Institutional Salary per Full-Time Equivalent (FTE)	\$377,769	\$95,429	\$174,901	\$52,470
Full-Time Equivalents (FTEs) Used to Calculate Average	5.50	8.50	17.15	15.79

**Counts of Head Coaches**

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	
<b>Men's Varsity Teams</b>									
Basketball	1		1						1
Football	1		1						1
Golf	1		1						1
Tennis	1		1						1
Wrestling	1		1						1
Track & Field & Cross Country		1	1						1
<b>Totals for Men's Teams</b>	<b>5</b>	<b>1</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>
<b>Women's Varsity Teams</b>									
Basketball	1		1						1
Beach Volleyball		1	1						1
Golf					1		1		1
Gymnastics					1		1		1
Soccer	1		1						1
Softball					1		1		1
Swimming & Diving					1		1		1
Tennis	1		1						1
Track & Field & Cross Country		1	1						1
Volleyball		1	1						1
<b>Totals for Women's Teams</b>	<b>3</b>	<b>3</b>	<b>6</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>10</b>

Boise State University  
Equity in Athletics Disclosure Act (EADA) Report  
Report on Athletic Program Participation Rates and Financial Support Data  
July 1, 2014 through June 30, 2015

**Counts of Assistant Coaches**

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total Assistant Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	
<b>Men's Varsity Teams</b>									
Basketball	3		3						3
Football	9	4	9	4					13
Golf		1		1					1
Tennis	1	1	1	1					2
Wrestling	2	1	2	1					3
Track & Field & Cross Country		7	3	4		4		4	11
<b>Totals for Men's Teams</b>	<b>15</b>	<b>14</b>	<b>18</b>	<b>11</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>33</b>
<b>Women's Varsity Teams</b>									
Basketball	1		1		2		2		3
Beach Volleyball						2	1	1	2
Golf		1		1					1
Gymnastics	1		1		1		1		2
Soccer	1		1		1		1		2
Softball	1	1	1	1	1		1		3
Swimming & Diving	2	1	2	1					3
Tennis		2	2	2	1	2	1	2	5
Track & Field & Cross Country		7	3	4		4		4	11
Volleyball					1	1	2		2
<b>Totals for Women's Teams</b>	<b>6</b>	<b>12</b>	<b>9</b>	<b>9</b>	<b>7</b>	<b>9</b>	<b>9</b>	<b>7</b>	<b>34</b>

## **Gender Equity Report - Narrative**

Idaho State University

The Idaho State University Department of Athletics is thoroughly committed to Gender Equity. The department regularly reviews its Gender Equity plans for quality and compliance and continually refines its strategies and procedures.

Idaho State University has been through three cycles of the NCAA Athletic Certification program and has been successfully certified by the NCAA's committee for certification. The athletics department has been following the NCAA Gender Equity Plan that was approved during the NCAA Certification process.

The Idaho State University Athletics Department has established a systematic process to monitor gender equity compliance. The athletics department senior staff meets regularly with coaches to discuss relevant plans, issues and concerns. During the annual budget preparation process, head coaches and athletic department administration apply gender equity strategies in making allocation decisions.

The ISU Athletic Advisory Board (AAB) reviews the athletics department budget and annual Equity in Athletics Disclosure Act (EADA) report. The AAB also monitors other relevant gender equity reports and plans for continual improvement to assure that progress is being made in the Athletic Department and then makes recommendations to the ISU President.

The Faculty Athletic Representative (FAR), Athletic Director, Associate Athletic Director, Senior Women Administer (SWA), and Title IX Coordinator work together to continue to educate and train University and athletics department employees in key areas of gender equity compliance. The above individuals review and monitor all areas relevant to gender equity.

The following sections address compliance with Title IX in three key areas.

### **I. Accommodation of Interests**

The Idaho State University Athletics Department administration monitors student-athlete participation and meets regularly with all head coaches prior to their first competition to verify appropriate roster size; this helps maintain quality participation opportunities for female and male student-athletes. This process allows the athletics department to provide equal participation opportunities that reflect full-time undergraduate enrollments at Idaho State University. The department analyzes information on interests and abilities of high school students in the Southeastern Idaho region as well as our collegiate student body population.

In regards to athletic participant proportionality, Idaho State University has achieved proportionality over the last several business years and is projected to do so in the current business year.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**II. Financial Aid**

Idaho State University budgets funds to the maximum NCAA allowable level for every Women's Sport it sponsors and to the maximum NCAA allowable level for every Men's Sport except for Men's Tennis.

**III. Equal Treatment within Programs**

The Athletic Department closely monitors management and expenditures in 11 core areas of gender equity. These are:

1. Equipment, Supplies and Uniforms
2. Scheduling Games and Practice Times
3. Team Travel and Per-Diem Allowances
4. Tutors
5. Coaches
6. Locker Rooms
7. Medical and Training Facilities and Services
8. Housing and Dining Facilities
9. Publicity/Marketing
10. Support Services
11. Recruitment of Student-Athletes

The following section offers insights into each of the 11 program areas.

1. **Equipment, supplies, uniforms.** Provision of equipment, supplies and uniforms is assessed for safety, relevance, and necessity. Equipment ordering policies and procedures are in place, which involve fair rotation of number and quality of uniforms for teams; the allocations are reviewed by sport and gender.
2. **Scheduling of Games and Practice Times.** The athletics department closely monitors the number of athletic contests scheduled and completed for all sports to make sure female and male student-athletes receive comparable access to competition. Thus it ensures an optimal number of athletic contests are being scheduled for all sports. Reviews of practice times and locations take place annually.
3. **Team Travel.** The Athletic Department analyzes travel Budgets for all of its 15 sports to maintain quality travel experiences that enhance opportunities for student success in athletics and academics. Attention is given to air travel, ground transportation, per-diem, and number of student-athletes per travel squad and per hotel room.
4. **Tutoring.** The ISU Student Success Center provides tutoring in subject areas, writing and mathematics skills, and other learning strategies available to all students at no additional cost to them. The athletics department advisers monitor

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

academic progress and refer student-athletes to tutors and advisors in their majors as needed.

5. **Coaching.** Athletics department's administration examines the quality of coaching and assistant support. The department annually reviews coaches' contracts for multi-year incentives and salary-equity comparisons. Compensation is based on the individual's qualifications and market-driven metrics.
6. **Locker rooms.** Athletics department administration continues to evaluate and improve team locker rooms and facilities. Locker rooms are maintained on campus in Holt Arena, Red Gym and Davis Field.
7. **Medical and athletic training.** Medical and athletic training staff and facilities are monitored for ratio equality. Evaluations highlight need for additional athletic trainers in the strength and conditioning room. Medical-care access or on-call availability at games is assured by contract. Athletic trainers are present at all games.
8. **Housing and Dining Facilities.** Athletic administration assures and analyzes meals available to athletes during early reports, semester breaks, and pre-and post-game meals. Scholarships cover room and board equitably for all.
9. **Publicity/marketing.** A written plan is developed in cooperation with each head coach, the sports information director, and the marketing director. These staff members develop and execute a strategic marketing communication plan for all sports.
10. **Support services.** Available services are numerous and include academic assistance, life skills, career counseling, personal money management, campus counseling services, the Academic Success Center, and student health clinic. The athletics department advisers may refer student-athletes to these generally available services as needed at no additional cost to them.
11. **Recruitment.** The budget for recruiting is reviewed for degree completion, transfers in/out of Idaho State University, and any form of attrition. Coaches work with the Sports Supervisors, Fiscal Officer (UBO), and athletics director to develop recruiting plans. The goal is to evaluate recruiting needs and provide adequate resources for ISU staff to visit relevant sites to recruit student-athletes and to afford ISU campus visits by promising recruits. The above team assesses the numbers of student-athletes that need replacing and examines potential geographic areas of recruitment.

Idaho State University remains committed to gender equity. Procedures in place facilitate continual compliance and continued improvement.

**THIS PAGE INTENTIONALLY LEFT BLANK**



**Idaho State University**  
**Equity in Athletics Disclosure Act (EADA) Report**  
**Report on Athletic Program Participation Rates and Financial Support Data**  
**July 1, 2014 through June 30, 2015**

**University Enrollment**

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	3,734	52%
Female Students	3,437	48%
<b>Totals</b>	<b>7,171</b>	<b>100%</b>

**Athletic Student Aid & Recruiting**

Team Gender	Athletically Related Student Aid		Recruiting Expenses Amount
	Amount	Percent	
Men's Teams	\$ 1,312,833	54%	\$ 144,224
Women's Teams	1,123,377	46%	99,547
<b>Totals for All Teams</b>	<b>\$2,436,210</b>	<b>100%</b>	<b>\$243,771</b>

**Athletic Participation**

Varsity Teams	Number of Participants			Number Participating on a Second Team		Number Participating on a Third Team	
	Men's	Women's	Total	Men's	Women's	Men's	Women's
Basketball	14	16	30				
Football	85		85				
Golf		9	9				
Soccer		24	24		1		
Softball		18	18				
Tennis	7	8	15				
Track & Field (Indoor)	38	43	81	36	41	9	19
Track & Field (Outdoor)	39	48	87	36	48	9	19
Cross Country	13	28	41	10	28	9	19
Volleyball		14	14		1		
<b>Total Participants</b>	<b>196</b>	<b>208</b>	<b>404</b>	<b>82</b>	<b>119</b>	<b>27</b>	<b>57</b>
<b>Percentage of Total</b>	<b>48.5%</b>	<b>51.5%</b>	<b>100%</b>				
<b>Unduplicated Count</b>	<b>151</b>	<b>135</b>	<b>286</b>				

**Idaho State University**  
**Equity in Athletics Disclosure Act (EADA) Report**  
**Report on Athletic Program Participation Rates and Financial Support Data**  
**July 1, 2014 through June 30, 2015**

**Total Revenues & Expenses**

Varsity Teams	Total Revenues			Total Expenses			Revenues minus Expenses		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	\$ 1,124,421	\$ 738,447	\$ 1,862,868	\$ 1,192,991	\$ 1,057,676	\$ 2,250,667	\$ (68,570)	\$ (319,229)	\$ (387,799)
Football	2,233,765		2,233,765	3,204,213		3,204,213	(970,448)		(970,448)
Golf		43,511	43,511		154,827	154,827		(111,316)	(111,316)
Soccer		467,028	467,028		608,346	608,346		(141,318)	(141,318)
Softball		455,005	455,005		596,184	596,184		(141,179)	(141,179)
Tennis	85,041	128,966	214,007	159,565	261,420	420,985	(74,524)	(132,454)	(206,978)
Track & Field & Cross Country	261,391	224,870	486,261	503,546	517,369	1,020,915	(242,155)	(292,499)	(534,654)
Volleyball		286,660	286,660		550,343	550,343		(263,683)	(263,683)
<b>Totals for All Teams</b>	<b>\$3,704,618</b>	<b>\$2,344,487</b>	<b>\$6,049,105</b>	<b>\$5,060,315</b>	<b>\$3,746,165</b>	<b>\$8,806,480</b>	<b>(\$1,355,697)</b>	<b>(\$1,401,678)</b>	<b>(\$2,757,375)</b>
Not Allocated by Gender/Sport			5,888,720			3,098,530			2,790,190
<b>Grand Totals for Athletics</b>			<b>\$11,937,825</b>			<b>\$11,905,010</b>			<b>\$ 32,815</b>
Totals for All Sports Except Football & Basketball	\$ 346,432	\$ 1,606,040	\$ 1,952,472	\$ 663,111	\$ 2,688,489	\$ 3,351,600	(\$316,679)	(\$1,082,449)	(\$1,399,128)

**Operating (Game Day) Expenses**

(includes lodging, meals, transportation, uniforms, equipment, event costs & officials)

Varsity Teams	Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	\$ 225,150	\$ 243,387	\$ 468,537	14	16	30	\$ 16,082	\$ 15,212	\$ 15,618
Football	666,152		666,152	85		85	7,837		7,837
Golf		50,525	50,525		9	9		5,614	5,614
Soccer		101,445	101,445		24	24		4,227	4,227
Softball		142,419	142,419		18	18		7,912	7,912
Tennis	26,430	24,443	50,873	7	8	15	3,776	3,055	3,392
Track & Field & Cross Country	95,581	103,260	198,841	90	119	209	1,062	868	951
Volleyball		91,163	91,163		14	14		6,512	6,512
<b>Totals for All Teams</b>	<b>\$1,013,313</b>	<b>\$756,642</b>	<b>\$1,769,955</b>	<b>196</b>	<b>208</b>	<b>404</b>	<b>\$ 5,170</b>	<b>\$ 3,638</b>	<b>\$ 4,381</b>
Totals for All Sports Except Football & Basketball	\$ 122,011	\$ 513,255	\$ 635,266	97	192	289	\$ 1,258	\$ 2,673	\$ 2,198

**Idaho State University**  
**Equity in Athletics Disclosure Act (EADA) Report**  
**Report on Athletic Program Participation Rates and Financial Support Data**  
**July 1, 2014 through June 30, 2015**

**Average Coaching Salaries**

Description / Explanation	Head Coaches		Assistant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Average Annual Institutional Salary per Coach	\$ 71,263	\$ 50,391	\$ 35,542	\$ 18,097
Number of Head Coaches Used to Calculate Average	5	8	15	14
Average Annual Institutional Salary per Full-Time Equivalent (FTE)	\$ 110,331	\$ 68,971	\$ 44,532	\$ 26,947
Full-Time Equivalents (FTEs) Used to Calculate Average	3.24	5.75	11.97	9.40

**Counts of Head Coaches**

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	
<b>Men's Varsity Teams</b>									
Basketball		1	1						1
Football		1	1						1
Tennis		1		1					1
Track & Field & Cross Country		2	2						2
<b>Totals for Men's Teams</b>	<b>0</b>	<b>5</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>
<b>Women's Varsity Teams</b>									
Basketball		1	1						1
Golf						1		1	1
Soccer					1		1		1
Softball					1		1		1
Tennis		1		1					1
Track & Field & Cross Country		2	2						2
Volleyball		1	1						1
<b>Totals for Women's Teams</b>	<b>0</b>	<b>5</b>	<b>4</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>8</b>

**Idaho State University**  
**Equity in Athletics Disclosure Act (EADA) Report**  
**Report on Athletic Program Participation Rates and Financial Support Data**  
**July 1, 2014 through June 30, 2015**

**Counts of Assistant Coaches**

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total Assistant Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	
<b>Men's Varsity Teams</b>									
Basketball	2	1	2	1					3
Football	8		8						8
Tennis		1		1		1		1	2
Track & Field & Cross Country		1		1		2	1	1	3
<b>Totals for Men's Teams</b>	<b>10</b>	<b>3</b>	<b>10</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>16</b>
<b>Women's Varsity Teams</b>									
Basketball	2		2		1		1		3
Golf		1		1					1
Soccer					1	2	1	2	3
Softball		1		1	1		1		2
Tennis						2		2	2
Track & Field & Cross Country		1		1		3	1	2	4
Volleyball					1	1	1	1	2
<b>Totals for Women's Teams</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>8</b>	<b>5</b>	<b>7</b>	<b>17</b>

## **Gender Equity Report - Narrative**

University of Idaho

The University of Idaho annually conducts a gender equity assessment that includes interviews with all head coaches and some student-athletes. The results of these conversations have produced resource reallocation and adjustments to specific sports budgets. Gender equity issues are taken seriously by the Department of Athletics and the University of Idaho.

### **I. Accommodation of Interests**

The University of Idaho is projecting compliance with the participation opportunity prong of gender equity requirements in FY16 and beyond. Current UI undergraduate enrollment is 53.22% male and student-athlete participation is 54.50% male. This results in a 1.28% differential with females being the underrepresented gender. This differential is slightly higher than the allowed variance of +/-1%. Assuming a consistent enrollment differential and with a continued dedication to providing participation opportunities for women, the University of Idaho anticipates continued strict compliance with gender equity guidelines.

### **II. Financial Aid**

The University of Idaho is not currently in compliance with this prong of gender equity guidelines, but is studying the involved factors and is committed to achieving compliance. In FY16 the number of unduplicated males and females has a ratio of 56.40% favoring males with 163 males and 126 females participating. The dollar amounts awarded respectively are \$3,243,228 and \$2,283,067 for a 58.69%/41.31% ratio. When the unduplicated participant ratio is compared to the financial aid awarded ratio it results in a 2.29% variance. This variance can be brought into compliance by effecting the unduplicated participant ratio, the financial aid totals ratio, or a combination of the two. We will try to maintain the number of female student-athletes while slightly increasing the number male student-athletes. This will bring the variance closer to compliance. In addition we will encourage coaches in our women's programs to fully allocate all of their available scholarships. This will also close the variance, and, when coupled with our participant efforts will bring us within +/- 1%.

### **III. Equal Treatment within Programs**

The Gender Equity Committee is currently performing the 2015-16 self-study for the Athletic Department. Initial interviews with coaches and department heads are complete. The committee is currently assessing the interviews and comparing reviews with the previous self-study. Representatives consist of Faculty Athletic Representative, University Title IX Coordinator, Senior Woman Administrator, Faculty Representative and Coaching Representative. The initial interviews did not reveal any serious deficiencies.

**IV. Conclusion**

As indicated in the attached spreadsheet, the University of Idaho dedicates significant resources toward gender equity compliance. In fact, the SBOE approved gender equity funding accounts for less than 20% of our FY16 gender equity obligations. The University of Idaho will continue to meet Title IX Prong One compliance through roster management. In an effort to meet Title IX Prong Two compliance, we will monitor rosters and encourage the use of all available scholarships in our women's programs.

**University of Idaho**  
**Equity in Athletics Disclosure Act (EADA) Report**  
**Report on Athletic Program Participation Rates and Financial Support Data**  
**July 1, 2014 through June 30, 2015**

**University Enrollment**

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	4,100	54%
Female Students	3,507	46%
<b>Totals</b>	<b>7,607</b>	<b>100%</b>

**Athletic Student Aid & Recruiting**

Team Gender	Athletically Related Student Aid		Recruiting Expenses Amount
	Amount	Percent	
Men's Teams	\$3,206,704	59%	\$291,294
Women's Teams	2,228,288	41%	169,636
<b>Totals for All Teams</b>	<b>\$5,434,992</b>	<b>100%</b>	<b>\$460,930</b>

**Athletic Participation**

Varsity Teams	Number of Participants			Number Participating on a Second Team		Number Participating on a Third Team	
	Men's	Women's	Total	Men's	Women's	Men's	Women's
Basketball	14	13	27	1	1		
Football	101		101	1			
Golf	10	8	18				
Soccer		25	25				
Swimming & Diving		32	32				
Tennis	7	8	15				
Track & Field (Indoor)	38	31	69	36	31	10	13
Track & Field (Outdoor)	38	31	69	34	31	10	14
Cross Country	10	14	24	10	13	10	13
Volleyball		17	17		2		1
<b>Total Participants</b>	<b>218</b>	<b>179</b>	<b>397</b>	<b>82</b>	<b>78</b>	<b>30</b>	<b>41</b>
<b>Percentage of Total</b>	<b>55%</b>	<b>45%</b>	<b>100%</b>				
<b>Unduplicated Count</b>	<b>172</b>	<b>133</b>	<b>305</b>				

**University of Idaho**  
**Equity in Athletics Disclosure Act (EADA) Report**

**Total Revenues & Expenses**

Varsity Teams	Total Revenues			Total Expenses			Revenues minus Expenses		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	\$1,590,244	\$1,251,497	\$2,841,741	\$1,590,244	\$1,251,497	\$2,841,741	\$0	\$0	\$0
Football	6,204,214		6,204,214	6,123,773		6,123,773	80,441		80,441
Golf	287,609	357,865	645,474	287,609	357,865	645,474	0	0	0
Soccer		716,340	716,340		716,340	716,340		0	0
Swimming & Diving		636,982	636,982		636,982	636,982		0	0
Tennis	288,385	373,618	662,003	288,385	373,618	662,003	0	0	0
Track & Field & Cross Country	546,308	712,939	1,259,247	546,308	665,038	1,211,346	0	47,901	47,901
Volleyball		882,236	882,236		882,236	882,236		0	0
<b>Totals for All Teams</b>	<b>\$8,916,760</b>	<b>\$4,931,477</b>	<b>\$13,848,237</b>	<b>\$8,836,319</b>	<b>\$4,883,576</b>	<b>\$13,719,895</b>	<b>\$80,441</b>	<b>\$47,901</b>	<b>\$128,342</b>
Not Allocated by Gender/Sport			5,080,006			5,130,516			(50,510)
<b>Grand Totals for Athletics</b>			<b>\$18,928,243</b>			<b>\$18,850,411</b>			<b>\$77,832</b>
Totals for All Sports Except Football & Basketball	\$1,122,302	\$3,679,980	\$4,802,282	\$1,122,302	\$3,632,079	\$4,754,381	\$0	\$47,901	\$47,901

**Operating (Game Day) Expenses**

(includes lodging, meals, transportation, uniforms, equipment, event costs & officials)

Varsity Teams	Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Basketball	\$385,498	\$380,887	\$766,385	14	13	27	\$27,536	\$29,299	\$28,385
Football	1,826,838		1,826,838	101		101	18,088		18,088
Golf	96,966	88,904	185,870	10	8	18	9,697	11,113	10,326
Soccer		171,467	171,467		25	25		6,859	6,859
Swimming & Diving		112,213	112,213		32	32		3,507	3,507
Tennis	88,407	77,600	166,007	7	8	15	12,630	9,700	11,067
Track & Field & Cross Country	97,176	103,260	200,436	86	76	162	1,130	1,359	1,237
Volleyball		189,736	189,736		17	17		11,161	11,161
<b>Totals for All Teams</b>	<b>\$2,494,885</b>	<b>\$1,124,067</b>	<b>\$3,618,952</b>	<b>218</b>	<b>179</b>	<b>397</b>	<b>\$11,444</b>	<b>\$6,280</b>	<b>\$9,116</b>
Totals for All Sports Except Football & Basketball	\$282,549	\$743,180	\$1,025,729	103	166	269	\$2,743	\$4,477	\$3,813



**University of Idaho  
Equity in Athletics Disclosure Act (EADA) Report**

**Average Coaching Salaries**

Description/Explanation	Head Coaches		Assitant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Average Annual Institutional Salary per Coach	\$87,760	\$62,773	\$65,297	\$30,258
Number of Head Coaches Used to Calculate Average	5	7	14	11
Average Annual Insitutional Salary per Full-Time Equivalent (FTE)	\$97,511	\$67,602	\$70,320	\$33,284
Full-Time Equivalents (FTEs) Used to Calculate Average	4.50	6.50	13.00	10.00

**Counts of Head Coaches**

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	
<b>Men's Varsity Teams</b>									
Basketball	1		1						1
Football	1		1						1
Golf	1		1						1
Tennis	1		1						1
Track & Field & Cross Country		1	1						1
<b>Totals for Men's Teams</b>	<b>4</b>	<b>1</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>
<b>Women's Varsity Teams</b>									
Basketball	1		1						1
Golf					1		1		1
Soccer	1		1						1
Swimming & Diving	1		1						1
Tennis					1		1		1
Track & Field & Cross Country		1	1						1
Volleyball					1		1		1
<b>Totals for Women's Teams</b>	<b>3</b>	<b>1</b>	<b>4</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>7</b>

**University of Idaho  
Equity in Athletics Disclosure Act (EADA) Report**

**Counts of Assistant Coaches**

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total Assistant Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	
<b>Men's Varsity Teams</b>									
Basketball	3		3						3
Football	9	4	9	4					13
Golf									0
Tennis		1		1					1
Track & Field & Cross Country		1	1			1	1		2
<b>Totals for Men's Teams</b>	<b>12</b>	<b>6</b>	<b>13</b>	<b>5</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>19</b>
<b>Women's Varsity Teams</b>									
Basketball					3	1	3	1	4
Golf	1		1						1
Soccer	1		1			1		1	2
Swimming & Diving	1		1		1		1		2
Tennis						1		1	1
Track & Field & Cross Country		1	1			1	1		2
Volleyball	2		2						2
<b>Totals for Women's Teams</b>	<b>5</b>	<b>1</b>	<b>6</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>5</b>	<b>3</b>	<b>14</b>

**Gender Equity Report - Narrative**

Lewis-Clark State College

**I. Accommodation of Interests**

The athletic participation review for FY16 is still in progress, but in FY15, athletic participation was 57% men to 43% women. LCSC's fulltime undergraduate enrollment in FY15 was 37% male and 63% female. Clearly, test one (proportionality) of the Accommodation of Interests requirement is not met. The growth of men's track and the demand for growth in other men's sports requires a deliberate investment in women's sports to offset. LCSC has strived to meet compliance in Accommodation of Interests test two (program expansion that is responsive to the underrepresented gender), but we are hampered in our efforts by resource constraints (including the limits on Athletic funding) and challenges with regard to facilities. These challenges include additional dorm space, practice and competition facilities. We require the Board's support in pursuing opportunities to address these challenges.

**II. Financial Aid**

The Financial Assistance requirement of Title IX is being met. The ratio of male/female financial aid participants in FY 15 was 57% male/43% female. Athletic financial aid totals (allocation of actual resources) was 53% to males, 47% to females.

**III. Equal Treatment within Programs**

LCSC is also compliant with the Equal Treatment of Programs requirement of Title IX, but we are again hampered in our efforts to remain so, due to resource constraints. We regularly review and evaluate the quality, availability, and maintenance of all Athletic facilities, but our future success in achieving Title IX compliance hinges greatly on the ability to invest in new Athletic facilities.

LCSC has not (yet) asked for a separate dollar limit or policy waiver to fund gender equity initiatives, but does not rule out approaching the Board in the future to take advantage of the dispensation permitted to the universities, in the event increased limits were needed for new expenditures for women's sports programs and/or facilities.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**Lewis-Clark State College**  
**Equity in Athletics Disclosure Act (EADA) Report**  
**Report on Athletic Program Participation Rates and Financial Support Data**  
**July 1, 2014 through June 30, 2015**

**University Enrollment**

Gender	Full-Time Undergraduates	
	Number	Percent
Male Students	987	41%
Female Students	1,435	59%
<b>Totals</b>	<b>2,422</b>	<b>100%</b>

**Athletic Student Aid & Recruiting**

Team Gender	Athletically Related Student Aid		Recruiting Expenses
	Amount	Percent	Amount
Men's Teams	\$1,000,142	54%	\$8,854
Women's Teams	858,061	46%	10,092
<b>Totals for All Teams</b>	<b>\$1,858,203</b>	<b>100%</b>	<b>\$18,946</b>

**Athletic Participation**

Varsity Teams	Number of Participants			Number Participating on a Second Team		Number Participating on a Third Team	
	Men's	Women's	Total	Men's	Women's	Men's	Women's
Baseball	42		42				
Basketball	16	13	29				
Golf	7	10	17				
Tennis	12	12	24				
Track & Field (Indoor)	23	17	40	23	17	16	12
Track & Field (Outdoor)	24	20	44	23	20	16	12
Cross Country	18	15	33	16	15	16	13
Volleyball		19	19				
<b>Total Participants</b>	<b>142</b>	<b>106</b>	<b>248</b>	<b>62</b>	<b>52</b>	<b>48</b>	<b>37</b>
<b>Percentage of Total</b>	<b>57%</b>	<b>43%</b>	<b>100%</b>				
<b>Unduplicated Count</b>	<b>103</b>	<b>74</b>	<b>177</b>				

**Lewis-Clark State College**  
**Equity in Athletics Disclosure Act (EADA) Report**  
**Report on Athletic Program Participation Rates and Financial Support Data**  
**July 1, 2014 through June 30, 2015**

**Total Revenues & Expenses**

Varsity Teams	Total Revenues			Total Expenses			Revenues minus Expenses		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Baseball	\$824,138		\$824,138	\$824,138		\$824,138	\$0		\$0
Basketball	372,823	336,589	709,412	372,823	336,589	709,412	0	0	0
Golf	116,009	185,051	301,060	116,009	185,051	301,060	0	0	0
Tennis	94,951	141,871	236,822	94,951	141,871	236,822	0	0	0
Track & Field (Indoor)	33,044	38,994	72,038	33,044	38,994	72,038	0	0	0
Track & Field (Outdoor)	49,567	58,491	108,058	49,567	58,491	108,058	0	0	0
Cross Country	140,210	224,012	364,222	140,210	224,012	364,222	0	0	0
Volleyball		413,971	413,971		413,971	413,971		0	0
<b>Totals for All Teams</b>	<b>\$1,630,742</b>	<b>\$1,398,979</b>	<b>\$3,029,721</b>	<b>\$1,630,742</b>	<b>\$1,398,979</b>	<b>\$3,029,721</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Not Allocated by Gender/Sport			630,223			588,097			42,126
<b>Grand Totals for Athletics</b>	<b>\$1,630,742</b>	<b>\$1,398,979</b>	<b>\$3,659,944</b>	<b>\$1,630,742</b>	<b>\$1,398,979</b>	<b>\$3,617,818</b>	<b>\$0</b>	<b>\$0</b>	<b>\$42,126</b>
Totals for All Sports Except Baseball & Basketball	\$433,781	\$1,062,390	\$1,496,171	\$433,781	\$1,062,390	\$1,496,171	\$0	\$0	\$0

**Operating (Game Day) Expenses**

(includes lodging, meals, transportation, uniforms, equipment, event costs & officials)

Varsity Teams	Operating (Game Day) Expenses			Number of Participants			Operating Expenses per Participant		
	Men's	Women's	Totals	Men's	Women's	Totals	Men's	Women's	Totals
Baseball	\$108,540		\$108,540	42		42	\$2,584		\$2,584
Basketball	52,654	70,011	122,665	16	13	29	3,291	\$5,385	4,230
Golf	31,205	31,015	62,220	7	10	17	4,458	3,102	3,660
Tennis	7,046	10,035	17,081	12	12	24	587	836	712
Track & Field (Indoor)	11,739	11,257	22,996	23	17	40	510	662	575
Track & Field (Outdoor)	17,608	16,886	34,494	24	20	44	734	844	784
Cross Country	14,301	21,598	35,899	18	15	33	795	1,440	1,088
Volleyball		70,539	70,539		19	19		3,713	3,713
<b>Totals for All Teams</b>	<b>\$243,093</b>	<b>\$231,341</b>	<b>\$474,434</b>	<b>142</b>	<b>106</b>	<b>248</b>	<b>\$1,712</b>	<b>\$2,182</b>	<b>\$1,913</b>
Totals for All Sports Except Baseball & Basketball	\$81,899	\$161,330	\$243,229	84	93	177	\$975	\$1,735	\$1,374

Lewis-Clark State College  
 Equity in Athletics Disclosure Act (EADA) Report  
 Report on Athletic Program Participation Rates and Financial Support Data  
 July 1, 2014 through June 30, 2015

**Average Coaching Salaries**

Description/Explanation	Head Coaches		Assistant Coaches	
	Men's Teams	Women's Teams	Men's Teams	Women's Teams
Average Annual Institutional Salary per Coach	\$21,276	\$20,179	\$13,349	\$3,592
Number of Head Coaches Used to Calculate Average	7	7	8	6
Average Annual Institutional Salary per Full-Time Equivalent (FTE)	\$53,961	\$50,090	\$38,833	\$30,355
Full-Time Equivalents (FTEs) Used to Calculate Average	2.76	2.82	2.75	0.71

**Counts of Head Coaches**

Varsity Teams	Male Head Coaches				Female Head Coaches				Total Head Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	
<b>Men's Varsity Teams</b>									
Baseball	1		1						1
Basketball	1		1						1
Golf		1		1					1
Tennis		1	1						1
Track & Field (Indoor)		1	1						1
Track & Field (Outdoor)		1	1						1
Cross Country		1	1						1
<b>Totals for Men's Teams</b>	<b>2</b>	<b>5</b>	<b>6</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7</b>
<b>Women's Varsity Teams</b>									
Basketball	1		1						1
Golf		1		1					1
Tennis		1	1						1
Track & Field (Indoor)		1	1						1
Track & Field (Outdoor)		1	1						1
Cross Country		1	1						1
Volleyball					1		1		1
<b>Totals for Women's Teams</b>	<b>1</b>	<b>5</b>	<b>5</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>7</b>

**Lewis-Clark State College**  
**Equity in Athletics Disclosure Act (EADA) Report**  
**Report on Athletic Program Participation Rates and Financial Support Data**  
**July 1, 2014 through June 30, 2015**

**Counts of Assistant Coaches**

Varsity Teams	Male Assistant Coaches				Female Assistant Coaches				Total Assistant Coaches
	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	Assigned Full-Time	Assigned Part Time	Full-Time Employee	Part-Time/Volunteer	
<b>Men's Varsity Teams</b>									
Baseball	2		2						2
Basketball		1		1					1
Golf		2		2					2
Tennis									0
Track & Field (Indoor)		1	1						1
Track & Field (Outdoor)		1	1						1
Cross Country		1	1						1
<b>Totals for Men's Teams</b>	<b>2</b>	<b>6</b>	<b>5</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>
<b>Women's Varsity Teams</b>									
Basketball		1		1					1
Golf		2		2					2
Tennis									0
Track & Field (Indoor)		1	1						1
Track & Field (Outdoor)		1	1						1
Cross Country		1	1						1
Volleyball									0
<b>Totals for Women's Teams</b>	<b>0</b>	<b>6</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**SUBJECT**

FY 2017 Appropriation Information – Institutions and Agencies of the State Board of Education

**APPLICABLE STATUTE, RULE, OR POLICY**

Applicable Legislative Appropriation Bills (2016)

**BACKGROUND/ DISCUSSION**

The 2016 Legislature has passed appropriation bills for the agencies and institutions of the Board.

The table on Tab 3a page 3 lists the FY 2017 appropriation bills related to the State Board of Education.

**IMPACT**

Appropriation bills provide funding and spending authority for the agencies and institutions of the State Board of Education allowing them to offer programs and services to Idaho's citizens.

**ATTACHMENTS**

Attachment 1 – FY 2017 Appropriations List

Page 3

**STAFF COMMENTS**

Staff comments and recommendations are included for each specific institution and agency allocation.

**BOARD ACTION**

Motions for the allocations for College and Universities, Community Colleges, and Career-Technical Education are found on each specific institution and agency allocation.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
APRIL 14, 2016**

---

**ATTACHMENT 1**

**State Board of Education  
FY 2017 Appropriations to Institutions and Agencies**

	<b>General Fund</b>	<b>% Δ From FY 2016</b>	<b>Total Fund</b>
<b><u>Allocations</u></b>			
College and Universities	\$279,546,500	8.0%	\$556,135,800
Community Colleges	36,919,000	8.7%	37,519,000
Career Technical Education	62,057,600	10.4%	71,849,200
<b><u>Agencies</u></b>			
Agricultural Research & Extension Service	30,516,700	6.2%	30,540,700
Health Education Programs	13,514,000	5.6%	13,831,200
Special Programs	15,430,100	56.9%	18,154,500
Office of the State Board of Education	3,477,000	42.4%	7,681,000
OSBE Community College Start up Fund	5,000,000		5,000,000
Idaho Public Television	3,022,100	30.6%	9,294,600
Division of Vocational Rehabilitation Division	8,336,100	10.3%	27,791,900
State Department of Education (Superintendent of Public Instruction)	14,184,800	(10.6%)	40,890,800
<b><u>Statewide Issues</u></b>			
Permanent Building Fund: Major Capital Projects			
Boise State University: Fine Arts Building			\$2,500,000
University of Idaho, Lewis-Clark State College, North Idaho College: Collaborative Education Facility			\$1,000,000

**THIS PAGE INTENTIONALLY LEFT BLANK**

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**SUBJECT**

FY 2017 College and Universities Appropriation Allocation

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.S.  
House Bill 637 (2016)

**BACKGROUND/DISCUSSION**

The Legislature appropriates to the State Board of Education and the Board of Regents monies for the general education programs at Boise State University (BSU), Idaho State University (ISU), University of Idaho (UI), Lewis-Clark State College (LCSC), and system-wide needs. The Board allocates the appropriation to the four institutions based on legislative intent and Board Policy, Section V.S.

According to Board policy, the allocation is made in the following order: 1) each institution shall be allocated its prior year budget base; 2) funds for the Enrollment Workload Adjustment (EWA); 3) operations and maintenance funds for new, major general education capital improvement projects.; 4) decision units above the base; and 5) special activities or projects at the discretion of the Board.

This action allocates the FY 2017 College and Universities appropriation to the institutions for general education programs and system-wide needs. These funds allocated along with revenue generated from potential fee increases will establish the operating budgets for the general education program for FY 2017. The allocation for FY 2017 is shown on Tab 3b page 3. The FY 2017 general fund appropriation includes the following items:

• Ongoing base funding for benefit cost increases	\$ 2,722,800
• One-time replacement capital	839,300
• 3% ongoing Change in Employee Compensation (CEC)	5,952,300
• Statewide cost allocation	1,185,700
• Reduction for Enrollment Workload Adjustment (EWA)	(1,498,400)
• 27 <sup>th</sup> Payroll	7,287,700
• Occupancy costs	754,500
• Complete College Idaho	2,000,000
• Materials Science/Engineering (BSU)	617,100
• Cyber Security (BSU)	1,000,000
• Health Sciences Expansion: Meridian (ISU)	580,600
• Rental Costs for Law Center (UI)	244,200
• Computer Science Program (UI)	950,000
• Safety, Security, and Compliance (LCSC)	71,500
• Fund Declining Enrollment (EWA)	1,562,200
• Higher Education Research Council (Systemwide)	200,000
• Transfer SLDS position to OSBE	<u>(100,700)</u>
Total General Fund increase over Base	\$24,368,800

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**ATTACHMENTS**

Attachment 1 - C&U FY 2017 Appropriation Allocation	Page 3
Attachment 2 - Statement of Purpose/Fiscal Note	Page 5
Attachment 3 - Appropriation Bill (H637)	Page 9

**STAFF COMMENTS**

Staff recommends approval of the FY 2017 College and Universities allocation as presented in Attachment 1.

**BOARD ACTION**

I move to approve the allocation of the FY 2017 appropriation for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs, as presented on Tab 3b, Page 3.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**FY 2017 College and University Allocation  
Based on JFAC Action**

March 8, 2015

1	<b>Appropriation:</b>	<b>FY16 Appr</b>	<b>FY17 Appr</b>	<b>% Chge</b>	<b>Sys Needs:</b>	<b>FY16 Appr</b>	<b>FY17 Appr</b>
2	<b>General Educ Approp: HB 637</b>				HERC	1,961,700	2,161,700
3	General Account	255,177,700	279,546,500	9.55%	Innovation	863,300	762,600
4	Endowment Funds	13,980,000	15,840,000	13.30%	Sys Nds	140,000	140,000
5					IGEM	2,000,000	2,000,000
6	Total Gen Acct & Endow Funds	269,157,700	295,386,500	9.74%	Total	4,965,000	5,064,300
7	Student Fees/Misc Revenue	245,869,200	259,589,300	5.58%			
8	One-time Economic Recovery:		1,160,000				
9	Total Gen Educ Approp	515,026,900	556,135,800	7.98%			
10							
11							
12	<b>Allocation:</b>	<b>BSU</b>	<b>ISU</b>	<b>UI</b>	<b>LCSC</b>	<b>SYS-WIDE</b>	<b>TOTAL</b>
13	FY16 General Account	84,747,800	69,054,400	81,548,300	14,862,200	4,965,000	255,177,700
14	FY16 Endowment Funds	0	3,004,200	9,171,600	1,804,200	0	13,980,000
15	<b>FY17 Budget Base</b>	<b>84,747,800</b>	<b>72,058,600</b>	<b>90,719,900</b>	<b>16,666,400</b>	<b>4,965,000</b>	<b>269,157,700</b>
16							
17							
18	<b>Additional Funding for FY17:</b>						
19	MCO Adjustments:						
20	Personnel Benefits	876,100	896,400	835,200	193,500		2,801,200
21	Inflation including Library B&P	0	0	202,400	47,100		249,500
22	Replacement Capital	0	0	0	839,300		839,300
23	CEC: 3.0% ongoing	1,917,900	1,800,600	2,073,900	336,600		6,129,000
24	27th Payroll	2,369,900	2,238,100	2,478,900	415,700		7,502,600
25	Endowment Fund Adjustments	0	399,300	461,300	279,900		1,140,500
26	Nonstandard Adjustments:						
27	Risk Mgmt/Controller/Treasurer	413,100	221,200	497,500	53,900		1,185,700
28	External Nonstandard Adjustments:						
29	Enrollment Workload Adjustment (EWA)	63,800	(1,116,000)	(364,600)	(81,600)		(1,498,400)
30	Line Items						
31	Complete College Idaho	962,400	208,700	538,700	290,200	0	2,000,000
32	Materials Science/Engineering	617,100	0	0	0	0	617,100
33	Cyber Security	1,000,000	0	0	0	0	1,000,000
34	Health Sciences Expansion Meridian	0	1,740,600	0	0	0	1,740,600
35	Occupancy Costs	0	0	754,500	0	0	754,500
36	Rental Costs for Law Center	0	0	244,200	0	0	244,200
37	Computer Science Program UI/NIC	0	0	950,000	0	0	950,000
38	Safety, Security, and Compliance	0	0	0	71,500	0	71,500
39	Fund Declining Enrollment	0	1,116,000	364,600	81,600	0	1,562,200
40	Higher Education Research Council	0	0	0	0	200,000	200,000
41	Transfer Position to OSBE	0	0	0	0	(100,700)	(100,700)
42	Total Addl Funding	8,220,300	7,504,900	9,036,600	2,527,700	99,300	27,388,800
43							
44	<b>FY17 Gen Acct &amp; Endow Allocation</b>	<b>92,968,100</b>	<b>79,563,500</b>	<b>99,756,500</b>	<b>19,194,100</b>	<b>5,064,300</b>	<b>296,546,500</b>
45	% Change From FY16 Adjusted Budget Base	9.70%	10.41%	9.96%	15.17%	2.00%	10.18%
46							
47	FY17 Estimated Student Fee Revenue	98,269,600	68,546,900	76,529,900	16,242,900	0	259,589,300
48							
49	FY17 Operating Budget	191,237,700	148,110,400	176,286,400	35,437,000	5,064,300	556,135,800
50							
51							
52	General Fund Increase	8,220,300	5,739,500	8,109,000	2,200,700	99,300	24,368,800
53	% Increase	9.7%	8.3%	9.9%	14.8%	2.0%	9.5%
54	General Fund Increase - ongoing	5,139,300	3,521,600	5,665,500	921,400	99,300	15,347,100
55	% Increase	6.1%	5.1%	6.9%	6.2%	2.0%	6.0%

**THIS PAGE INTENTIONALLY LEFT BLANK**



## STATEMENT OF PURPOSE

## RS24781

This is the FY 2017 appropriation to the State Board of Education for College and Universities in the amount of \$556,135,800. This appropriation provides for increased cost of benefits, an increase for statewide cost allocation, and inflationary adjustments. The appropriation also provides for an ongoing 3% merit-based increase in employee compensation, and funding for the 27th payroll. Additionally, it provides a decrease in nondiscretionary adjustment for enrollment workload decreases and an increase for endowment earnings. Also included is \$839,300 one-time from the General Fund to replace computer equipment at Lewis-Clark State College and \$529,800 one-time of dedicated funds for replacement items at Boise State University and the University of Idaho. This appropriation includes eleven line items.

Line item 6 provides 34.5 FTP and \$2,000,000 from the General Fund for the Complete College Idaho initiative. Of this amount, \$962,400 is for Boise State University to decrease reliance on adjunct instructors, to add student advisors, and to staff the learning assistant program; \$208,700 for Idaho State University's student work and service opportunities; \$538,700 for the University of Idaho to increase advisory staff, including intervention specialists, tutors, counselors, and supplemental instructors; and \$290,200 for Lewis-Clark State College to increase key faculty positions and retain staff. This amount includes \$1,966,700 ongoing and \$33,300 one-time.

Line item 7 provides 3.0 FTP and \$617,100 to Boise State University to expand the PhD program in materials science and engineering program. Line item 8 provides 5.0 FTP and \$1,740,600 to Idaho State University to expand the Doctor of Physical Therapy (DPT) program at the Meridian Health Science Center. Of this amount, \$580,600 is from the General Fund and \$1,160,000 is one-time from the Economic Recovery Reserve Fund. Line item 9, provides 3.65 FTP and \$754,500 to the University of Idaho for occupancy costs. This includes 0.6 FTP and \$164,700 for the Integrated Research and Innovation Center; 0.29 FTP and \$41,600 for the Aquaculture Research Institute Lab; 2.41 FTP and \$495,900 for the Education Building; and 0.35 FTP and \$52,300 for the Center on Disabilities and Human Development.

Line item 10 provides 1.0 FTP and \$71,500 from the General Fund to Lewis-Clark State College to hire a Title IX Compliance Coordinator to provide training, monitoring, and reporting to ensure compliance with federal laws that prohibit discrimination based on gender. Line item 11 provides the Systemwide Program \$200,000 from the General Fund to increase the amount of awards and fellowships granted by the Higher Education Research Council (HERC). Line item 12 provides ISU, UI, and LCSC \$1,562,200 ongoing from the General Fund to backfill projected funding decreases as calculated by the enrollment workload adjustment formula. Of this amount, ISU will receive \$1,116,000, UI will receive \$364,600, and LCSC will receive \$81,600. Line item 13 provides the University of Idaho \$244,200 from the General Fund for annual rental costs to occupy the Idaho Law and Justice Learning Center.

Line item 14 removes \$100,700 of General Funds from the Systemwide Program. There was a corresponding increase in the Office of the State Board of Education's budget, which will be used

to hire a longitudinal data system analyst. Line item 16 provides 2.0 FTP and \$1,000,000 from the General Fund to Boise State University to develop a cybersecurity lab to provide instruction and expose students to software and hardware related to cybersecurity. Of this amount \$360,000 is ongoing and \$640,000 is one-time. Line item 17 provides 5.0 FTP and \$950,000 from the General Fund to the University of Idaho to provide a complete third year of coursework in Coeur d'Alene for students completing an associates degree in computer science from North Idaho College. Of this amount, \$600,000 is ongoing and \$350,000 is one-time. Further, \$550,000 would be allocated for personnel costs, \$50,000 for operating expenditures, and \$350,000 for one-time start-up costs for the computer lab and communication equipment.

Totals for this motion include 4,386.83 FTP, \$279,546,500 from the General Fund and \$276,589,300 from dedicated funds for a total of \$556,135,800. This results in an increase of 8.0% on the General Fund and 6.9% for all funds. This appropriation includes carryover authority for previously appropriated non-General Fund moneys; exceptions to budget laws allowing transfer of funds among object class codes and programs; and no FTP cap.

**FISCAL NOTE**

	FTP	Gen	Ded	Fed	Total
FY 2016 Original Appropriation	4,215.77	258,776,400	261,701,900	0	520,478,300
Reappropriation	0.00	0	142,786,800	0	142,786,800
Cash Transfers and Adjustments	0.00	0	116,200	0	116,200
FY 2016 Total Appropriation	4,215.77	258,776,400	404,604,900	0	663,381,300
Noncognizable Funds and Transfers	116.91	0	7,252,600	0	7,252,600
FY 2016 Estimated Expenditures	4,332.68	258,776,400	411,857,500	0	670,633,900
Removal of One-Time Expenditures	0.00	(3,598,700)	(152,008,300)	0	(155,607,000)
Base Adjustments	0.00	0	0	0	0
FY 2017 Base	4,332.68	255,177,700	259,849,200	0	515,026,900
Benefit Costs	0.00	2,722,800	1,988,700	0	4,711,500
Inflationary Adjustments	0.00	0	2,284,100	0	2,284,100
Replacement Items	0.00	839,300	529,800	0	1,369,100
Statewide Cost Allocation	0.00	1,185,700	0	0	1,185,700
Change in Employee Compensation	0.00	5,952,300	4,329,600	0	10,281,900
27th Payroll	0.00	7,287,700	5,307,400	0	12,595,100
Nondiscretionary Adjustments	0.00	(1,498,400)	0	0	(1,498,400)
Endowment Adjustments	0.00	0	1,140,500	0	1,140,500
FY 2017 Program Maintenance	4,332.68	271,667,100	275,429,300	0	547,096,400
1. Shift 27th Payroll to General Fund	0.00	0	0	0	0
2. Shift Benefits/CEC increase to GF	0.00	0	0	0	0
3. Shift Group CEC to General Fund	0.00	0	0	0	0
4. Shift Group 27th Payroll to Gen Fund	0.00	0	0	0	0
5. 27th Payroll for Group Positions	0.00	0	0	0	0
6. Complete College Idaho	34.50	2,000,000	0	0	2,000,000

**ATTACHMENT 2**

7. Materials Science/Engineering	3.00	617,100	0	0	617,100
8. Health Sciences Expansion to Meridian	5.00	580,600	1,160,000	0	1,740,600
9. Occupancy Costs	3.65	754,500	0	0	754,500
10. Safety, Security, and Compliance	1.00	71,500	0	0	71,500
11. Higher Education Research Council	0.00	200,000	0	0	200,000
12. Fund Declining Enrollment	0.00	1,562,200	0	0	1,562,200
13. Rental Costs: Law and Justice Center	0.00	244,200	0	0	244,200
14. Transfer Position to OSBE	0.00	(100,700)	0	0	(100,700)
15. Tuition Lock	0.00	0	0	0	0
16. Cybersecurity Lab	2.00	1,000,000	0	0	1,000,000
17. Computer Science Program UI/NIC	5.00	950,000	0	0	950,000
Cash Transfers	0.00	0	0	0	0
<b>FY 2017 Total</b>	<b>4,386.83</b>	<b>279,546,500</b>	<b>276,589,300</b>	<b>0</b>	<b>556,135,800</b>
Chg from FY 2016 Orig Approp	171.06	20,770,100	14,887,400	0	35,657,500
% Chg from FY 2016 Orig Approp.	4.1%	8.0%	5.7%		6.9%

**Contact:**

Paul Headlee  
 Budget and Policy Analysis  
 (208) 334-4746

**THIS PAGE INTENTIONALLY LEFT BLANK**

LEGISLATURE OF THE STATE OF IDAHO  
 Sixty-third Legislature Second Regular Session - 2016

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 637

BY APPROPRIATIONS COMMITTEE

AN ACT

APPROPRIATING MONEYS TO THE STATE BOARD OF EDUCATION AND THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO FOR COLLEGE AND UNIVERSITIES AND THE OFFICE OF THE STATE BOARD OF EDUCATION FOR FISCAL YEAR 2017; PROVIDING NON-GENERAL FUND REAPPROPRIATION; PROVIDING LEGISLATIVE INTENT FOR SYSTEMWIDE NEEDS; PROVIDING LEGISLATIVE INTENT FOR REPORTING RELATED TO THE COMPLETE COLLEGE IDAHO INITIATIVE; PROVIDING LEGISLATIVE INTENT FOR THE CYBERSECURITY LAB; AND EXEMPTING APPROPRIATION OBJECT AND PROGRAM TRANSFER LIMITATIONS.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. There is hereby appropriated to the State Board of Education and the Board of Regents of the University of Idaho for College and Universities, and the Office of the State Board of Education, the following amounts to be expended according to the designated programs and expense classes, from the listed funds for the period July 1, 2016, through June 30, 2017:

	FOR	FOR	FOR	FOR	TOTAL
	PERSONNEL	OPERATING	CAPITAL	TRUSTEE AND	
	COSTS	EXPENDITURES	OUTLAY	BENEFIT	
				PAYMENTS	
I. BOISE STATE UNIVERSITY:					
FROM:					
General					
Fund	\$80,250,000	\$8,320,300	\$4,397,800		\$92,968,100
Unrestricted					
Fund	<u>75,427,800</u>	<u>21,502,200</u>	<u>1,339,600</u>		<u>98,269,600</u>
TOTAL	\$155,677,800	\$29,822,500	\$5,737,400		\$191,237,700
II. IDAHO STATE UNIVERSITY:					
FROM:					
General					
Fund	\$74,362,100	\$422,800	\$9,000		\$74,793,900
Economic Recovery Reserve					
Fund			1,160,000		1,160,000
Charitable Institutions Endowment Income					
Fund	1,478,400				1,478,400
Normal School Endowment Income					
Fund	2,131,200				2,131,200

	FOR	FOR	FOR	FOR	TOTAL	
	PERSONNEL	OPERATING	CAPITAL	TRUSTEE AND		
	COSTS	EXPENDITURES	OUTLAY	BENEFIT		
				PAYMENTS		
5	Unrestricted					
6	Fund	<u>37,164,600</u>	<u>26,348,500</u>	<u>5,033,800</u>	<u>68,546,900</u>	
7	TOTAL	\$115,136,300	\$26,771,300	\$6,202,800	\$148,110,400	
8	III. UNIVERSITY OF IDAHO:					
9	FROM:					
10	General					
11	Fund	\$79,229,200	\$6,500,000	\$3,928,100	\$89,657,300	
12	Agricultural College Endowment Income					
13	Fund	933,000	66,000	348,600	1,347,600	
14	Scientific School Endowment Income					
15	Fund	3,443,900		1,264,900	4,708,800	
16	University Endowment Income					
17	Fund		3,035,100	1,007,700	4,042,800	
18	Unrestricted					
19	Fund	<u>44,196,000</u>	<u>31,903,300</u>	<u>430,600</u>	<u>76,529,900</u>	
20	TOTAL	\$127,802,100	\$41,504,400	\$6,979,900	\$176,286,400	
21	IV. LEWIS-CLARK STATE COLLEGE:					
22	FROM:					
23	General					
24	Fund	\$14,342,500	\$1,435,100	\$1,285,300	\$17,062,900	
25	Normal School Endowment Income					
26	Fund		2,131,200		2,131,200	
27	Unrestricted					
28	Fund	<u>13,347,900</u>	<u>2,875,000</u>	<u>20,000</u>	<u>16,242,900</u>	
29	TOTAL	\$27,690,400	\$6,441,300	\$1,305,300	\$35,437,000	
30	V. SYSTEMWIDE PROGRAMS:					
31	FROM:					
32	General					
33	Fund		\$984,300	\$1,200	\$4,078,800	\$5,064,300
34	GRAND TOTAL	\$426,306,600	\$105,523,800	\$20,226,600	\$4,078,800	\$556,135,800

35 SECTION 2. NON-GENERAL FUND REAPPROPRIATION AUTHORITY. There is hereby  
36 reappropriated to the State Board of Education and the Board of Regents of

1 the University of Idaho for College and Universities any unexpended and un-  
2 encumbered balances of moneys categorized as dedicated funds appropriated  
3 or reappropriated for fiscal year 2016, to be used for nonrecurring expendi-  
4 tures, for the period July 1, 2016, through June 30, 2017.

5 SECTION 3. LEGISLATIVE INTENT. It is the intent of the Legislature that  
6 of the amount appropriated in Section 1, Subsection V., of this act, the fol-  
7 lowing amounts may be used as follows: (1) An amount not to exceed \$902,600  
8 may be used by the Office of the State Board of Education for systemwide needs  
9 that benefit all of the four-year institutions and promote accountability  
10 and information transfer throughout the higher education system; and (2)  
11 An amount of approximately \$1,960,500 may be used for the mission and goals  
12 of the Higher Education Research Council as outlined in State Board of Ed-  
13 ucation Policy III.W., which includes awards for infrastructure, matching  
14 grants, and competitive grants through the Idaho Incubation Fund program.

15 SECTION 4. LEGISLATIVE INTENT. It is the intent of the Legislature that  
16 the president of the State Board of Education shall provide a written report  
17 to the Joint Finance-Appropriations Committee, the Senate Education Commit-  
18 tee, and the House Education Committee on the implementation and effective-  
19 ness of the funding appropriated for the Complete College Idaho initiative.  
20 Reporting shall address the \$2,759,700 appropriated in fiscal year 2015, the  
21 \$2,033,800 appropriated in fiscal year 2016, and the \$2,000,000 included in  
22 Section 1 of this act. The board may use the measures of effectiveness sub-  
23 mitted by the institutions in their budget requests or develop other mea-  
24 sures as necessary. Reporting to the Legislature should occur no later than  
25 February 1, 2017.

26 SECTION 5. LEGISLATIVE INTENT. It is the intent of the Legislature that  
27 the cybersecurity lab that will be funded through the appropriation to Boise  
28 State University in Section 1 of this act will include collaboration with the  
29 Idaho National Laboratory (INL) and that its assets will be available for  
30 further collaboration with the University of Idaho and Idaho State Univer-  
31 sity by utilization of the Idaho Regional Optical Network (IRON), thereby  
32 taking advantage of computing resources at each institution and the INL.

33 SECTION 6. EXEMPTIONS FROM OBJECT AND PROGRAM TRANSFER LIMITATIONS.  
34 For fiscal year 2017, the State Board of Education and the Board of Regents  
35 of the University of Idaho for College and Universities is hereby exempted  
36 from the provisions of Section 67-3511(1), (2) and (3), Idaho Code, allow-  
37 ing unlimited transfers between object codes and between programs, for all  
38 moneys appropriated to it for the period July 1, 2016, through June 30, 2017.  
39 Legislative appropriations shall not be transferred from one fund to another  
40 fund unless expressly approved by the Legislature.

**THIS PAGE INTENTIONALLY LEFT BLANK**



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**SUBJECT**

Community Colleges FY 2017 Appropriation Allocation

**APPLICABLE STATUTE, RULE, OR POLICY**

House Bill 638 (2016)

**BACKGROUND/DISCUSSION**

The Legislature makes an annual appropriation to the State Board of Education for community college support. The allocation to the colleges includes the current year (FY 2016) base allocation plus each college's respective share in any annual budget adjustments according to the normal budgeting process.

**IMPACT**

This action allocates the FY 2017 Community Colleges appropriation to the institutions. The funds allocated along with revenue generated from other non-appropriated sources will establish the operating budgets. The FY 2017 Allocation is shown on Tab 3c, page 3.

The FY 2017 appropriation includes ongoing base funding for health insurance increases, 3% ongoing Change in Employee Compensation (CEC) increases, additional ongoing funds for Complete College Idaho, and line item enhancements at College of Southern Idaho for Student Instructional Support, Instructional Designer, and Institutional Researcher; Occupancy Costs at North Idaho College; and Enrollment Funding Equity and Student Success at College of Western Idaho.

**ATTACHMENTS**

Attachment 1 – FY 2017 CC Appropriations Allocation	Page 3
Attachment 2 – Statement of Purpose/Fiscal Note	Page 5
Attachment 3 – Appropriation Bill (H638)	Page 7

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the FY 2017 Community College allocation.

**BOARD ACTION**

I move to approve the allocation of the FY 2017 appropriation for the College of Southern Idaho, College of Western Idaho and North Idaho College, as presented on Tab 3c, Page 3.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**THIS PAGE INTENTIONALLY LEFT BLANK**

**Idaho Community Colleges**  
**FY 2017 Appropriation Allocation - JFAC Action**  
**8-Mar-15**

**General Educ Approp: Bill No. HB 638**

	CSI	NIC	CWI	Total	
1	FY 16 Total Appropriation				
2	12,518,200	10,635,800	10,807,000	33,961,000	
3	200,000	200,000	200,000	600,000	
4	<u>12,718,200</u>	<u>10,835,800</u>	<u>11,007,000</u>	<u>34,561,000</u>	
5					
6	FY 17 Base				
7	12,518,200	10,629,800	10,800,700	33,948,700	
8	200,000	200,000	200,000	600,000	
9	<u>12,718,200</u>	<u>10,829,800</u>	<u>11,000,700</u>	<u>34,548,700</u>	
10					
11	FY 17 Maintenance Items				
12	167,200	148,500	88,100	403,800	
13	-	-	-	-	
14	-	-	-	-	
15	225,600	258,600	179,400	663,600	
16	(695,200)	(618,000)	(615,800)	(1,929,000)	
17	<u>(302,400)</u>	<u>(210,900)</u>	<u>(348,300)</u>	<u>(861,600)</u>	
18	FY 17 Maintenance				
19	12,215,800	10,418,900	10,452,400	33,087,100	
20	200,000	200,000	200,000	600,000	
21	<u>12,415,800</u>	<u>10,618,900</u>	<u>23,034,700</u>	<u>46,069,400</u>	
22					
23	FY 17 Line Items				
24	242,500	133,000	-	375,500	
25	113,200	-	-	113,200	
26	107,600	-	-	107,600	
27	91,500	-	-	91,500	
28	-	-	-	-	
29	-	615,100	-	615,100	
30	-	-	400,000	400,000	
31	-	-	200,000	200,000	
32	695,200	618,000	615,800	1,929,000	
33	<u>1,250,000</u>	<u>1,366,100</u>	<u>1,215,800</u>	<u>3,831,900</u>	
34					
35	FY 17 Total Appropriation				
36	13,465,800	11,785,000	11,668,200	36,919,000	
37	200,000	200,000	200,000	600,000	
38	<u>13,665,800</u>	<u>11,985,000</u>	<u>11,868,200</u>	<u>37,519,000</u>	
39					
40					
41	GF Change from FY 16 Total	7.6%	10.8%	8.0%	8.7%
42					
43	GF Appropriation Allocation				
44	11,045,700	10,363,100	7,729,700	29,138,500	
45	1,812,700	1,418,900	3,938,500	7,170,100	
46	607,400	3,000	-	610,400	
47	-	-	-	0	
48	<u>13,465,800</u>	<u>11,785,000</u>	<u>11,668,200</u>	<u>36,919,000</u>	

**THIS PAGE INTENTIONALLY LEFT BLANK**

## STATEMENT OF PURPOSE

## RS24782

This is the FY 2017 appropriation to Community Colleges in the amount of \$37,519,000. This appropriation provides for increased cost of benefits, the equivalent of a 3% ongoing change in employee compensation, and a nondiscretionary adjustment for enrollment workload decreases. This appropriation includes eight line items.

Line item 1 provides \$375,500 from the General Fund for the Complete College Idaho efforts. Of this amount, \$372,500 is ongoing and \$3,000 is one-time. The funding amounts and purposes of the funding are as follows: \$242,500 at CSI to address dual credit education services and \$133,000 at NIC for student retention and transition efforts. Line item 2 provides \$113,200 from the General Fund for CSI to hire instructional support staff to develop and implement instructional improvement plans for select students who are taking high-risk courses such as biology, chemistry, and high-level math. Line item 3 provides \$107,600 from the General Fund to CSI to hire an instructional designer to improve online and hybrid courses and work to maintain an excellence in teaching protocol. Line item 4 provides \$91,500 from the General Fund to CSI to hire an institutional researcher to address CSI's internal and external reporting, data analysis, and predictive analytics.

Line item 5 provides \$400,000 from the General Fund to CWI to narrow the difference between CWI's enrollment workload adjustment (EWA) weighted credit hour value and those same values of CSI and NIC. This funding would narrow the gap by 2.5%. Line item 6 provides \$200,000 from the General Fund to CWI to hire three full-time positions to improve the student-to-advisor ratio and to provide outreach to special student populations. Line item 10 provides \$1,929,000 from the General Fund to backfill the current and projected decreases in enrollment at the three community colleges. This includes \$695,200 to CSI, \$618,000 to NIC, and \$615,800 to CWI. Line item 11 provides \$615,100 to NIC for occupancy costs. This funding will address nearly 111,000 square feet of new educational space, including \$564,500 for the Career and Technical Education Center and \$48,200 for the Automotive Technology Center.

This appropriation results in an 8.7% increase from the General Fund and 8.6% from all funds.

## FISCAL NOTE

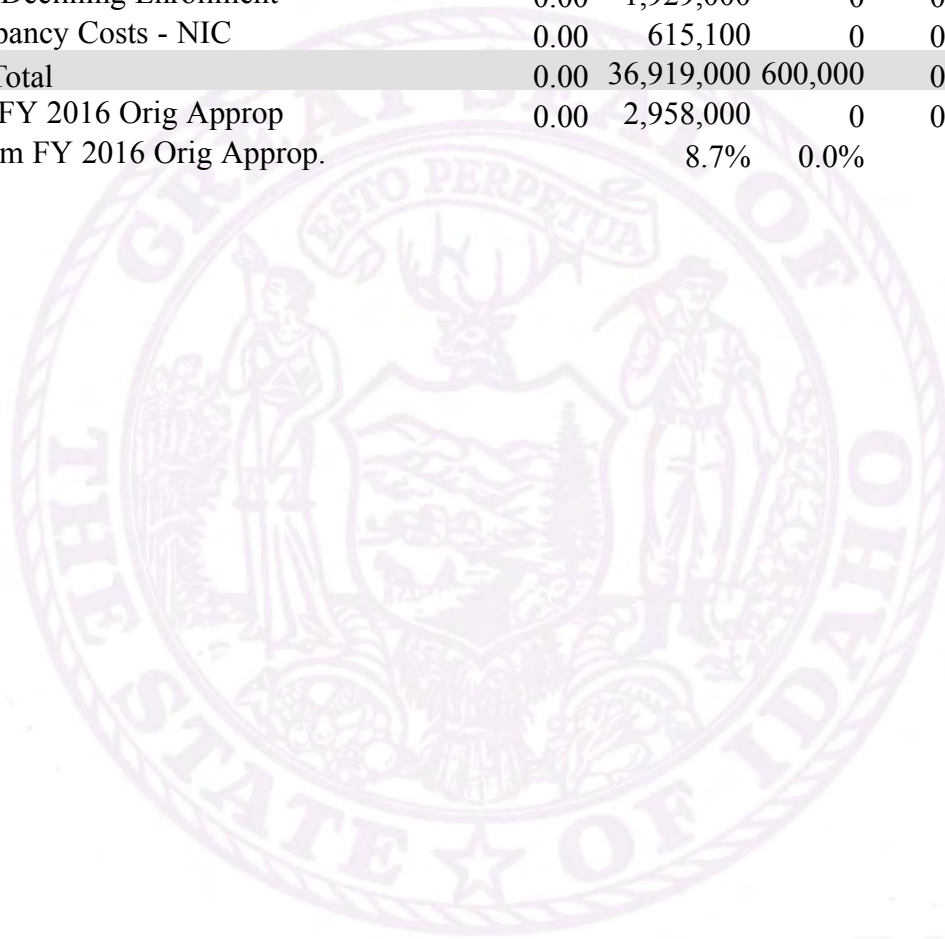
	FTP	Gen	Ded	Fed	Total
FY 2016 Original Appropriation	0.00	33,961,000	600,000	0	34,561,000
Noncognizable Funds and Transfers	0.00	(70,000)	0	0	(70,000)
FY 2016 Estimated Expenditures	0.00	33,891,000	600,000	0	34,491,000
Removal of One-Time Expenditures	0.00	(12,300)	0	0	(12,300)
Base Adjustments	0.00	70,000	0	0	70,000
FY 2017 Base	0.00	33,948,700	600,000	0	34,548,700
Benefit Costs	0.00	403,800	0	0	403,800
Inflationary Adjustments	0.00	0	0	0	0
Change in Employee Compensation	0.00	663,600	0	0	663,600

Statement of Purpose / Fiscal Note

H0638

**ATTACHMENT 2**

Nondiscretionary Adjustments	0.00	(1,929,000)	0	0	(1,929,000)
FY 2017 Program Maintenance	0.00	33,087,100	600,000	0	33,687,100
1. Complete College Idaho	0.00	375,500	0	0	375,500
2. Student Instructional Support	0.00	113,200	0	0	113,200
3. Instructional Designer	0.00	107,600	0	0	107,600
4. Institutional Researcher	0.00	91,500	0	0	91,500
5. Enrollment Funding Equity	0.00	400,000	0	0	400,000
6. Student Success	0.00	200,000	0	0	200,000
7. Data System Analyst/Developer	0.00	0	0	0	0
8. Enhanced Campus Security	0.00	0	0	0	0
9. Electronic Information Tech Coordinator	0.00	0	0	0	0
10. Fund Declining Enrollment	0.00	1,929,000	0	0	1,929,000
11. Occupancy Costs - NIC	0.00	615,100	0	0	615,100
FY 2017 Total	0.00	36,919,000	600,000	0	37,519,000
Chg from FY 2016 Orig Approp	0.00	2,958,000	0	0	2,958,000
% Chg from FY 2016 Orig Approp.		8.7%	0.0%		8.6%

**Contact:**

Paul Headlee  
 Budget and Policy Analysis  
 (208) 334-4746

LEGISLATURE OF THE STATE OF IDAHO  
 Sixty-third Legislature Second Regular Session - 2016

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 638

BY APPROPRIATIONS COMMITTEE

AN ACT

1 APPROPRIATING MONEYS TO THE STATE BOARD OF EDUCATION FOR COMMUNITY COL-  
 2 LEGES FOR 2017; EXEMPTING APPROPRIATION OBJECT AND PROGRAM TRANSFER  
 3 LIMITATIONS; PROVIDING LEGISLATIVE INTENT RELATING TO SYSTEM-WIDE EX-  
 4 PENDITURES; AND PROVIDING LEGISLATIVE INTENT FOR REPORTING RELATED TO  
 5 THE COMPLETE COLLEGE IDAHO INITIATIVE.  
 6

7 Be It Enacted by the Legislature of the State of Idaho:

8 SECTION 1. There is hereby appropriated to the State Board of Educa-  
 9 tion for Community Colleges, the following amounts to be expended according  
 10 to the designated programs and expense classes, from the listed funds for the  
 11 period July 1, 2016, through June 30, 2017:

	FOR	FOR	FOR	
	PERSONNEL	OPERATING	CAPITAL	
	COSTS	EXPENDITURES	OUTLAY	TOTAL
15 I. COLLEGE OF SOUTHERN IDAHO:				
16 FROM:				
17 General				
18 Fund	\$11,045,700	\$1,812,700	\$607,400	\$13,465,800
19 Community College				
20 Fund	<u>155,100</u>	<u>26,900</u>	<u>18,000</u>	<u>200,000</u>
21 TOTAL	\$11,200,800	\$1,839,600	\$625,400	\$13,665,800
22 II. COLLEGE OF WESTERN IDAHO:				
23 FROM:				
24 General				
25 Fund	\$7,729,700	\$3,938,500		\$11,668,200
26 Community College				
27 Fund	<u>0</u>	<u>200,000</u>		<u>200,000</u>
28 TOTAL	\$7,729,700	\$4,138,500		\$11,868,200
29 III. NORTH IDAHO COLLEGE:				
30 FROM:				
31 General				
32 Fund	\$10,363,100	\$1,418,900	\$3,000	\$11,785,000

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	TOTAL
Community College				
Fund	<u>122,200</u>	<u>52,800</u>	<u>25,000</u>	<u>200,000</u>
TOTAL	\$10,485,300	\$1,471,700	\$28,000	\$11,985,000
GRAND TOTAL	\$29,415,800	\$7,449,800	\$653,400	\$37,519,000

SECTION 2. EXEMPTIONS FROM OBJECT AND PROGRAM TRANSFER LIMITATIONS. For fiscal year 2017, the State Board of Education for Community Colleges is hereby exempted from the provisions of Section 67-3511(1), (2) and (3), Idaho Code, allowing unlimited transfers between object codes and between programs, for all moneys appropriated to it for the period July 1, 2016, through June 30, 2017. Legislative appropriations shall not be transferred from one fund to another fund unless expressly approved by the Legislature.

SECTION 3. LEGISLATIVE INTENT. It is the intent of the Legislature that of the amount appropriated from the General Fund in Section 1, Subsections I. through III. of this act, an amount not to exceed \$70,000 may be expended by the Office of the State Board of Education for system-wide needs including, but not limited to, projects to promote accountability and information transfer throughout the higher education system.

SECTION 4. LEGISLATIVE INTENT. It is the intent of the Legislature that for the \$1,227,400 appropriated from the General Fund in fiscal year 2016 and the \$575,500 appropriated in Section 1 of this act for the Complete College Idaho initiative and CWI's student success effort, the president of the State Board of Education shall provide a written report to the Joint Finance-Appropriations Committee, the Senate Education Committee, and the House Education Committee on the implementation and effectiveness of the individual institution's efforts. The board may use the measures of effectiveness as submitted by the institutions in their fiscal year 2017 budget requests or develop other measures as necessary. Reporting to the Legislature should occur no later than February 1, 2017.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**INSTITUTION/AGENCY AGENDA**  
**DIVISION OF CAREER & TECHNICAL EDUCATION**

**SUBJECT**

Allocation of the State Division of Career & Technical Education Appropriation.

**APPLICABLE STATUTE, RULE, OR POLICY**

House Bill 625 (2016)

**BACKGROUND**

The Idaho Legislature appropriates funds for Career & Technical Education to the Division of Career & Technical Education in five designated programs: State Leadership and Technical Assistance, General Programs, Postsecondary Programs, Dedicated Programs, and Related Services. The Division of Career & Technical Education requests approval of the allocation of the FY2017 appropriated funds detailed in Attachment 1.

**DISCUSSION**

The allocation is based on the increased level of funding in House Bill No. 625 and the provisions of the State Plan for Career & Technical Education. The State General Fund reflects an overall increase of 10.4% from the original FY2016 appropriation. The Legislature funded a 3% change in employee compensation and the 27<sup>th</sup> Payroll costs; employee benefit increases; maintenance level increases in the statewide cost allocation for the Division of Career & Technical Education and EITC; \$3.8 million in funds for capacity expansion of 30 specific programs at the 6 Postsecondary technical colleges; \$218,000 in one-time funding to purchase replacement equipment at the 6 technical colleges; \$119,600 in ongoing funding for maintenance of the Colleague Data System at EITC; an additional Office Specialist II for the Division of Career & Technical Education to manage workload; \$40,000 to align courses from secondary to postsecondary and design online courses through Idaho Digital Learning Academy; \$231,900 to fund enrollment increases at the Professional Technical High Schools (PTS); \$325,000 of ongoing general funds for the Agriculture and Natural Resource Education Program Start Up Grants Program.

**IMPACT**

Establish FY2017 operating budget.

**ATTACHMENTS**

Attachment 1 – FY 2017 Allocation of Career & Technical Education	Page 3
Attachment 2 – Statement of Purpose/Fiscal Note	Page 5
Attachment 3 – Appropriation Bill (H625)	Page 6

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the allocation of the FY 2017 appropriation for CTE as detailed in Attachment 1.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**BOARD ACTION**

I move to approve the request from the Division of Career & Technical Education for the allocation of the FY 2017 appropriation detailed in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53

DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION  
Allocation of State Division of Career & Technical Education  
FY 2017 Appropriation

	FY16 Allocation	FY17 Allocation
Program 01 (State Leadership and Technical Assistance)		
By Standard Class:		
Personnel Costs	\$ 2,016,600	\$ 2,314,600
Operating Expenses	334,000	375,200
Capital Outlay	14,400	11,700
Totals	\$ 2,365,000	\$ 2,701,500
By Source of Revenue:		
General Funds	\$ 2,010,900	\$ 2,230,300
One-time General Funds	14,400	111,400
Federal Funds	339,700	350,800
One-time Federal Funds	-	9,000.00
Totals	\$ 2,365,000	\$ 2,701,500
Program 02 (General Programs)		
By Major Program Area:		
Secondary Added Cost	\$ 7,500,000	\$ 7,500,000
Professional-Technical Schools	4,593,900	4,825,789
General Programs Leadership	1,720,500	1,658,411
Carl D. Perkins Federal Grant	6,703,300	6,210,600
Hazardous Materials Training	67,800	67,800
Totals	\$ 20,585,500	\$ 20,262,600
By Source of Revenue		
General Funds	\$ 13,814,400	\$ 13,984,200
Federal Funds	6,197,600	6,204,500
One-time Federal Funds	505,700	6,100
Dedicated Funds	67,800	67,800
Totals	\$ 20,585,500	\$ 20,262,600
Program 03 (Postsecondary Programs)		
By Technical College:		
College of Southern Idaho	\$ 6,162,975	\$ 6,942,875
College of Western Idaho	7,264,123	8,082,323
Eastern Idaho Technical College	6,956,596	7,508,678
Idaho State University	10,375,316	11,859,935
Lewis-Clark State College	4,258,256	4,964,056
North Idaho College	4,521,834	5,106,033
Totals	\$ 39,539,100	\$ 44,463,900
By Source of Revenue:		
General Funds	\$ 38,293,300	\$ 42,809,000
One-time General Funds	765,800	1,654,900
Unrestricted Funds	480,000	0
Totals	\$ 39,539,100	\$ 44,463,900

54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98

DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION  
Allocation of State Division of Professional-Technical Education  
FY 2016 Appropriation

	FY16 Allocation	FY17 Allocation
Program 04 (Dedicated Programs)		
By Major Program:		
Agriculture and Natural Resources	650,000	650,000
Displaced Homemaker Program	170,000	170,000
Totals	\$ 820,000	\$ 820,000
By Source of Revenue:		
General Funds	\$ 325,000	\$ 325,000
Dedicated Funds	495,000	495,000
Totals	\$ 820,000	\$ 820,000
Program 05 (Related Services)		
By Standard Class:		
Personnel Costs	\$ 409,300	\$ 391,300
Operating Expenses	195,000	195,000
Trustee Payments	3,014,900	3,014,900
Totals	\$ 3,619,200	\$ 3,601,200
By Source of Revenue:		
General Funds	\$ 980,800	\$ 938,500
One-time General Funds	0	4,300
Federal Funds	2,239,800	2,242,000
One-time Federal Funds	0	1,300
Dedicated Funds	140,000	140,000
Miscellaneous Revenue	258,600	267,400
One-time Miscellaneous Revenue	0	7,700
Totals	\$ 3,619,200	\$ 3,601,200
By Source of Revenue:		
General Funds	\$ 55,424,400	\$ 60,287,000
One-time General Funds	780,200	1,770,600
Federal Funds	8,777,100	8,797,300
One-time Federal Funds	505,700	16,400
Dedicated Funds	702,800	702,800
Unrestricted Funds	480,000	0
Miscellaneous Revenue	258,600	267,400
One-time Miscellaneous Revenue	0	7,700
Totals	\$ 66,928,800	\$ 71,849,200

## STATEMENT OF PURPOSE

### RS24758

This is the FY 2017 appropriation to the Division of Career Technical Education (CTE) in the amount of \$71,849,200. This appropriation includes an increase for benefit costs of \$586,400, an increase for statewide cost allocation of \$25,200, funding for a 3% CEC in the amount of \$940,000, funding for the 27th payroll at \$680,800, and a nondiscretionary statutory adjustment of \$231,900 for enrollment increases at the technical high schools. This appropriation also includes \$229,700 one-time from the General Fund for replacement items at the six technical colleges and in the state leadership and technical assistance program. There are six line items in this appropriation.

Line item 1 provides 1.0 FTP and \$41,500 ongoing from the General Fund to hire an office specialist to handle the current workload and to reduce turnover. Line item 2 provides \$119,600 ongoing from the General Fund for Eastern Idaho Technical College to offset increasing costs of the Colleague Data System. Line item 3 provides \$40,000 one-time to continue the alignment of CTE online courses to achieve uniformity and transferability of foundational courses. Line item 4 provides 38.0 FTP and \$3,791,200 for postsecondary capacity expansion in four major industry areas that are high wage, high skill, and high demand. Funding would be allocated by CTE to the six technical colleges at CSI, NIC, CWI, LCSC, ISU, and EITC. Line item 6 adds 1.0 FTP and moves \$62,100 for student organization accounting services from the General Programs Division into the State Leadership and Technical Assistance program. This action nets to zero. Line item 9 provides \$325,000 ongoing from the General Fund for the Agriculture and Natural Resource Programs in the secondary schools.

Totals for this appropriation include: 563.46 FTP, \$62,057,600 from the General Fund, \$977,900 of Dedicated Funds, and \$8,813,700 of federal funds, for a total of \$71,849,200. This appropriation includes carry-over authority of dedicated funds and provides exceptions to budget laws that will allow funds to be transferred between object codes for the Post-Secondary Program only. Consistent with other higher education budgets, there is no FTP cap.

### FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2016 Original Appropriation	523.46	56,204,600	1,441,400	9,282,800	66,928,800
Reappropriation	0.00	0	364,400	608,400	972,800
FY 2016 Total Appropriation	523.46	56,204,600	1,805,800	9,891,200	67,901,600
Noncognizable Funds and Transfers	3.27	0	0	0	0
Expenditure Adjustments	0.00	0	(364,400)	0	(364,400)
FY 2016 Estimated Expenditures	526.73	56,204,600	1,441,400	9,891,200	67,537,200
Removal of One-Time Expenditures	0.00	(1,105,200)	0	(1,114,100)	(2,219,300)
Base Adjustments	(3.27)	0	(480,000)	0	(480,000)
FY 2017 Base	523.46	55,099,400	961,400	8,777,100	64,837,900
Benefit Costs	0.00	576,000	3,100	7,300	586,400
Replacement Items	0.00	229,700	0	0	229,700

Statement of Purpose / Fiscal Note

H0625

Statewide Cost Allocation	0.00	25,200	0	0	25,200
Change in Employee Compensation	0.00	920,500	6,000	13,500	940,000
27th Payroll	0.00	657,600	7,400	15,800	680,800
Nondiscretionary Adjustments	0.00	231,900	0	0	231,900
<b>FY 2017 Program Maintenance</b>	<b>523.46</b>	<b>57,740,300</b>	<b>977,900</b>	<b>8,813,700</b>	<b>67,531,900</b>
1. New Staff to Manage Workload	1.00	41,500	0	0	41,500
2. Colleague Data System - EITC	0.00	119,600	0	0	119,600
3. Course Alignment and Digital Courses	0.00	40,000	0	0	40,000
4. Postsecondary Capacity Expansion	38.00	3,791,200	0	0	3,791,200
5. Incentive-Based Funding	0.00	0	0	0	0
6. Transfer Student Accounting Functions	1.00	0	0	0	0
7. Human Resource Position - EITC	0.00	0	0	0	0
8. 27th Payroll for Group Positions	0.00	0	0	0	0
9. Ongoing Funding Ag / Nat Resources	0.00	325,000	0	0	325,000
<b>FY 2017 Total</b>	<b>563.46</b>	<b>62,057,600</b>	<b>977,900</b>	<b>8,813,700</b>	<b>71,849,200</b>
Chg from FY 2016 Orig Approp	40.00	5,853,000	(463,500)	(469,100)	4,920,400
% Chg from FY 2016 Orig Approp.	7.6%	10.4%	(32.2%)	(5.1%)	7.4%

**Contact:**

Paul Headlee  
 Budget and Policy Analysis  
 (208) 334-4746

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 625

BY APPROPRIATIONS COMMITTEE

AN ACT

1 APPROPRIATING MONEYS TO THE DIVISION OF CAREER TECHNICAL EDUCATION FOR FIS-  
 2 CAL YEAR 2017; EXEMPTING APPROPRIATION OBJECT TRANSFER LIMITATIONS FOR  
 3 THE POSTSECONDARY PROGRAM; AND PROVIDING NON-GENERAL FUND REAPPROPRIA-  
 4 TION FOR FISCAL YEAR 2016.  
 5

6 Be It Enacted by the Legislature of the State of Idaho:

7 SECTION 1. There is hereby appropriated to the Division of Career Tech-  
 8 nical Education, the following amounts to be expended according to the des-  
 9 ignated programs and expense classes, from the listed funds for the period  
 10 July 1, 2016, through June 30, 2017:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	TOTAL
11 I. STATE LEADERSHIP & TECHNICAL ASSISTANCE:					
12 FROM:					
13 General					
14 Fund	\$2,015,000	\$315,000	\$11,700		\$2,341,700
15 Federal Grant					
16 Fund	<u>299,600</u>	<u>60,200</u>	<u>0</u>		<u>359,800</u>
17 TOTAL	\$2,314,600	\$375,200	\$11,700		\$2,701,500
18 II. GENERAL PROGRAMS:					
19 FROM:					
20 General					
21 Fund				\$13,984,200	\$13,984,200
22 Hazardous Materials/Waste Enforcement					
23 Fund				67,800	67,800
24 Federal Grant					
25 Fund	<u>\$196,100</u>	<u>\$14,800</u>		<u>5,999,700</u>	<u>6,210,600</u>
26 TOTAL	\$196,100	\$14,800		\$20,051,700	\$20,262,600

	FOR	FOR	FOR	FOR		
	PERSONNEL	OPERATING	CAPITAL	TRUSTEE AND		
	COSTS	EXPENDITURES	OUTLAY	BENEFIT	TOTAL	
				PAYMENTS		
5	III. POSTSECONDARY PROGRAMS:					
6	FROM:					
7	General					
8	Fund	\$39,795,900	\$3,378,000	\$1,049,500	\$240,500	\$44,463,900
9	IV. DEDICATED PROGRAMS:					
10	FROM:					
11	General					
12	Fund			\$325,000	\$325,000	
13	Displaced Homemaker					
14	Fund			170,000	170,000	
15	Quality Program Standard Incentive Grant					
16	Fund			200,000	200,000	
17	Agriculture and Natural Resource Education Program Start-Up					
18	Fund			<u>125,000</u>	<u>125,000</u>	
19	TOTAL			\$820,000	\$820,000	
20	V. RELATED SERVICES:					
21	FROM:					
22	General					
23	Fund	\$96,200	\$5,700	\$840,900	\$942,800	
24	Miscellaneous Revenue					
25	Fund	243,600	31,500		275,100	
26	Seminars and Publications					
27	Fund		140,000		140,000	
28	Federal Grant					
29	Fund	<u>51,500</u>	<u>17,800</u>	<u>2,174,000</u>	<u>2,243,300</u>	
30	TOTAL	\$391,300	\$195,000	\$3,014,900	\$3,601,200	
31	GRAND TOTAL	\$42,697,900	\$3,963,000	\$1,061,200	\$24,127,100	\$71,849,200

32 SECTION 2. EXEMPTIONS FROM OBJECT TRANSFER LIMITATIONS. For fiscal  
33 year 2017, the Division of Career Technical Education, Postsecondary Pro-  
34 gram, is hereby exempted from the provisions of Section 67-3511(1) and (3),  
35 Idaho Code, allowing unlimited transfers between object codes, for all mon-  
36 eys appropriated to it for the period July 1, 2016, through June 30, 2017.  
37 Legislative appropriations shall not be transferred from one fund to another  
38 fund unless expressly approved by the Legislature.



1           SECTION 3. NON-GENERAL FUND REAPPROPRIATION AUTHORITY. There is hereby  
2 reappropriated to the Division of Career Technical Education, any unex-  
3 pended and unencumbered balances of moneys categorized as dedicated funds  
4 and federal funds as appropriated for fiscal year 2016, to be used for nonre-  
5 ccurring expenditures, for the period July 1, 2016, through June 30, 2017.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**SUBJECT**

FY 2018 Budget Development Process (Line Items)

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures Policy, Section V.B.1.

**BACKGROUND/ DISCUSSION**

Idaho State Board of Education (Board)-approved budget requests for FY 2018 must be submitted to the executive and legislative branches [Division of Financial Management (DFM) and Legislative Services Office (LSO)] on September 1, 2016. To meet this deadline, the Board has established a process for developing institutional requests. The first step is the establishment of line item request guidelines at the April Board meeting. The institutions then use these guidelines to develop line item requests which are evaluated by the Board at its June meeting. The final budget request including line items and maintenance of current operations items is then approved in August. As indicated, budget requests are developed in two parts as directed by the DFM/LSO Budget Development Manual: maintenance of current operations (MCO) items and line items.

MCO requests are calculated using state budget guidelines and Board policy. The Board's budget request guidelines have historically focused upon the development of line item requests, capital budget requests, special one-time requests (if any), and the timeframe for presenting and approving these requests.

A MCO request includes funding for Change in Employee Compensation (CEC), health insurance cost increases, inflationary increases for operating expenses (including utilities), and central state agency cost areas (Treasurer, Controller, etc.). These items are calculated using rates established by DFM. Other MCO items include replacement capital (i.e. equipment), and external non-discretionary adjustments such as enrollment workload adjustment (EWA) and health education contract adjustments. Although replacement capital is calculated from a capital outlay base, institutions may request for one-time replacement capital in General Funds based on the B-7 Replacement Capital form.

An MCO budget is considered the minimum to maintain operations while line items are funded for new or expanded programs, occupancy costs, and other initiatives deemed important by the Board, institution/agency, Legislature or Governor.

The capital building budget request is a separate process which flows through the Permanent Building Fund Advisory Council with funding provided by the Permanent Building Fund. Agencies and institutions seek funding for major capital projects and major maintenance projects through that process.

The proposed Board strategy for the FY2018 budget request represents a marked departure from the approach taken in the last few years in several respects.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

Working in conjunction with the Governor's Office and key legislators, the Board plans to submit a single, system-wide request for a significant level of new ongoing funding to implement the first year of an Outcomes-Based Funding (OBF) model. Under the proposed OBF approach, the new appropriated dollars for this line item in FY2018 would be provided to the Office of the State Board of Education, and then distributed among the institutions based on each institution's performance in moving students successfully through the education pipeline to program completion and career readiness. Each institution would receive funding based on its proportionate share of a graduate's/completer's progress through the pipeline. When a student's educational pipeline involves multiple institutions prior to the completion of a qualifying degree or certificate, the participating institutions would receive funds from the OBF pool based on their respective value-added in moving that student to a successful outcome. A key goal of the OBF initiative is to engage all of the universities and colleges—including the community colleges—in the process, and that the process would apply to academic and career technical education programs. Work is underway, in consultation with the institutions and other stakeholders, to develop the specific allocation mechanisms and milestones ("payoff points") within the OBF pipeline, but it is anticipated that an initial distribution model will be in place for the FY2018 budget in July 2017.

The OBF approach is being presented to the Governor's Office and Legislature as a replacement for the Enrollment Workload Adjustment (EWA) process which has had spotty success and only partial funding since its inception. EWA requests were based on performance—namely, completion of credit hours—but not directly linked to successful program completion. Replacement of the EWA model with an OBF approach may still take into account completed credit hours as those hours can also be used to determine the length of various programs and can be used to measure the contributions of multiple institutions when a completer/graduate's pipeline involves more than one college/university. The Board has received consistent feedback from State policy makers that there is frustration with the current EWA model and a willingness to test an OBF approach.

In the event that the Board's proposed implementation of OBF in FY2018 is not successful in the next legislative session, the Board could submit a traditional EWA request as a back-up measure (which would be withdrawn if OBF is approved), so as not to undermine base funding at the participating institutions.

While the size of the "ask" for the first year (FY2018) implementation of OBF is still being negotiated, it is anticipated that the amount of the Board's system-wide line item request would be significant and that it would be impractical to support numerous, large line item requests from the institutions for the upcoming budget year. Therefore, the budget guideline being suggested is that institutions limit their individual line item requests to no more than two items (not counting occupancy requests), and that the total for all such institutional line item requests (not counting occupancy requests) be no higher than 5% of the institution's annual general fund appropriation. This compares to a 10% cap which was used as a budget

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

development guideline for FY2017. Institutions are advised that the Board is not recommending any particular categories for potential line item requests—those can be tailored to individual institutional requirements. While the Board and the institutions are required by law to report on the effectiveness/results of earlier appropriations for Complete College Idaho (CCI) initiatives, enthusiasm has waned on the part of lawmakers for the (highly variable) CCI category. Institutions are advised to give clear and precise definitions of any individual line items submitted, and to continue to follow earlier DFM guidance that any line item requests with multiple elements be prioritized, scalable, and described in clear layman’s language.

**IMPACT**

Historically, the Board has approved line items categories at two levels: system-wide and at the institution-specific level. The suggested guidelines will lead to a single system-wide request by the Board to support the OBF initiative, and limit Board support for individual institution line item requests to no more than two per institution with a combined cap of no more than 5% of the requesting institution’s FY2017 General Fund appropriation. Note: The approximate value of appropriations for the college/university line items in FY2017 was 3%.

**STAFF COMMENTS AND RECOMMENDATIONS**

At the April 1<sup>st</sup> meeting of the Business Affairs and Human Resources (BAHR) Committee, the committee discussed FY 2018 budget line item categories with the institutions’ vice presidents for finance and the budget directors. The Presidents Council met on April 5<sup>th</sup> and discussed line items as part of their agenda. The guidelines recommended for the FY2018 budget request, coupled with early and continuing coordination with the Governor’s Office and other key stakeholders, will support the Board’s efforts to increase ongoing funding for the colleges and universities as they strive to meet Idaho’s strategic goals for 2020 and beyond, with the OBF proposal representing one element in that overall effort. Staff recommends approval.

**BOARD ACTION**

I move to direct the college and universities to limit any Fiscal Year 2018 budget line items requests to those which will measurably support implementation of the Board’s strategic plan. Institutions may request up to two (2) line items in priority order, the total value of which shall not exceed five percent (5%) of an institution’s FY2017 total General Fund appropriation. Any requests for occupancy costs will not count towards the two line items or the 5% cap.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**THIS PAGE INTENTIONALLY LEFT BLANK**

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**BOISE STATE UNIVERSITY**

**SUBJECT**

Boise State University (BSU) Bookstore Lease in City Center Plaza

**REFERENCE**

June 2014	Idaho State Board of Education (Board) approved City Center Lease/Purchase Agreement
October 2015	Board approved purchase of tenant improvements
February 2016	Board approved purchase of City Center Condos

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.1.2

**BACKGROUND/DISCUSSION**

In February 2016 the Board approved BSU's acquisition of condominiums in the City Center Plaza ("City Center") project to house offices, classrooms and related spaces for BSU's Computer Science program. The project is expected to be completed and ready for occupancy before the start of fall 2016 semester. BSU's condominiums include portions of the first floor, through third floors of the building.

Adjacent to BSU's first floor condo and the building entrance is a 2,900 square foot leasable space known as Retail C/Suite 160. BSU currently operates a Bronco Shop in downtown Boise, in the development commonly known as BoDo. The current lease expires in May 2017. BSU wishes to non-renew the current lease and relocate the Bronco Shop to the new Retail C space. Retail C is larger than the current space and will allow for placement of more products and services, including a retail pod food service unit for the sale of prepackaged food items prepared off-site.

The State of Idaho Division of Public Works (DPW) has been engaged to procure the lease and will utilize the standard State of Idaho Facility Lease Agreement. BSU has performed a breakeven analysis and pro forma projections which support this initiative.

**IMPACT**

The Retail C space will not exceed 2,900 gross square feet. The lease rate is \$25 per foot, per year, with 3 percent annual escalations, including extension options. The lease rate is triple net with additional lease costs based on the pro-rata common area costs including tenant-in-common utilities, insurance, management and maintenance. These costs are estimated at \$5 per foot, per year and change based on actual cost increases or decreases each year. The base term of the lease





**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**BOARD ACTION**

I move to authorize Boise State University to enter into a lease arrangement for the "Retail C" space within the City Center Plaza in substantial conformance with the provisions outlined in Attachment 1 and Attachment 2, in coordination with the Idaho Division of Public Works.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**THIS PAGE INTENTIONALLY LEFT BLANK**



**Non-Binding Letter of Intent**

Date	February 12 <sup>th</sup> 2016
Landlord	CITY CENTER PLAZA RETAIL, LLC
Tenant	IDAHO STATE BOARD OF EDUCATION BY AND THROUGH BOISE STATE UNIVERSITY
Leased Premises	2600-2900 useable square feet and not to exceed 2900 rentable square feet in Suite 160 (Retail C) of City Center Plaza, provided however, that Tenant shall lease the entirety of Suite 160 (Retail C). No future re-measurement of the space will result in the rentable area of the Leased Premises being greater than 2,900 square feet
Lease Rate	<p>\$25 per leaseable foot, NNN per year, paid monthly</p> <p>A 3% reduction to the lease payment will be provided if the Tennant elects to make the lease payment in one annual payment at the beginning of each lease year</p> <p>So long as tenant is exempt from property taxes, no property taxes will be charged to Tenant, Landlord has the responsibility to apply for the property tax reduction and Tenant shall cooperate with Landlord in obtaining such relief.</p> <p>Tenant will not use and will therefore be excluded from any costs or charges related to the grease collection, containment and exhaust system. Should the Tenant desire to connect to and use the system at a later date, Tenant will be subject to the standard cost share in common with other tenants of the project</p>
Lease Duration Increases Options to extend	<p>Lease Commencement Date shall be 90 days after delivery of Premises. Initial term shall be 8 years with 4, 5-year tenant renewal options.</p> <p>Lease rate shall increase by 3% per year for the initial term of the Lease and shall escalate at such rate during all such renewal options.</p>
Tenant Improvements	<p>Landlord will pay to Tenant the sum of \$150,000 upon the earlier of Tenant's completion of tenant improvements or 90 days after the delivery of Premises.</p> <p>Tenant, at tenant's sole cost and effort shall design and construct the tenant improvements.</p> <p>Following completion of Landlord's work, as described in Exhibit C, Landlord will deliver the premises to Tenant for the purposes of</p>

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
APRIL 14, 2016**

**ATTACHMENT 1**

	Tenant’s construction of Tenant Improvements. Landlord shall provide the premises to the Tenant, “rent free” for a period no less than 90 days
Use	Tenant intends to operate a University Bookstore and Spirit Store selling books, supplies and apparel and gifts and other items as would be commonly found in a University bookstore. Space will also include limited foodservice. Foodservice will be limited to self-service kiosk food, such as a C-store. No food preparation will occur on-site, no connections to plumbing or grease trap required. Food will be prepared and packaged off site. Exhibit B is a concept of the current idea, but is subject to change Tenant may use all or part of the premises for office space and may in the future change use to other uses not prohibited by the lease agreement
Exclusive Use Non-compete	Landlord will not allow direct competitors to lease and operate in the Clearwater Building, Tenant acknowledges that Landlord’s affiliate, presently has in place a lease with Deli on the Grove in the US Bank Plaza. Tenant will be given the exclusive right in the project to the categories of: Bookstore, University Gifts and Apparel, Collegiate Apparel, Convenience store
Signage	Tenant’s signage shall be the maximum allowable signage consistent with Landlord’s previously approved master sign plan for the Centre Building and Clearwater Building, subject to government approval. Retail tenants within City Center Plaza have been granted the right to locate on the Project Blade signs on Main Street and Capitol Boulevard, and the right to individual tenant projecting signs adjacent to the Leased Premises. Tenant shall not have any further right to signage on the Building and Landlord shall have no obligation to seek modification to the approved master sign plan.
Other Terms and Conditions	Lease agreement will be coordinated through the Idaho Department of Public Works, and will use the the form of Lease that BSU and Landlord’s affiliate City Center Plaza Education, LLC, previously executed for the Clearwater Building. Lease maybe subject to the approval of the Idaho State Board of Education and Permanent Building Fund Advisory Council This is a letter of intent and is non-binding on either party Tenant has elected to not use a broker or other representation. Any amounts payable to any agents or brokers are the responsibility of the Landlord.

Site Plan



**THIS PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT “C”**

**CONSTRUCTION AND/OR FINISHING OF  
IMPROVEMENTS TO LEASED PREMISES**

In accordance with the provisions of the body of the Lease to which this Exhibit “C” is attached, the improvements to the Leased Premises shall be constructed and/or finished (as the case may be) in the manner described, and upon all of the terms and conditions contained in the following portion of this Exhibit “C”. The obligations to construct the Leased Premises in this Exhibit “C”.

**I. GENERAL DESCRIPTION OF WORK:**

A. **LANDLORD’S CONSTRUCTION OBLIGATION:** “Landlord’s Construction Obligation” respecting improvements to the Leased Premises shall consist of the following described items or elements of work (where more than one type of material, structure, or method is indicated, Landlord shall have the option of selecting or employing any thereof):

1. **STRUCTURAL:**

(a) Frame: The building shall be of steel or concrete frame, reinforced concrete, or bearing wall construction designed in accordance with the applicable building code.

(b) Exterior Walls: Insulated exterior walls of the building shall be of masonry, concrete, or such other material(s) as may be selected by Landlord’s architect.

(c) Floor: Floor shall be of concrete slab.

2. **BASE BUILDING:** Landlord shall provide Tenant the following as part of the base building shell: landscaping, site identification, toilets, stairwells, elevators, mechanical rooms, and janitorial closets on Leased Premises floors.

3. **UTILITIES:**

(a) Water and Sewer: Water and sewer service shall be furnished to the toilet rooms on the floors of the Leased Premises.

(b) Electricity: Electrical service shall be provided to a main distribution panel in an electrical room on each floor of the Clearwater Building.

4. **HEATING, AIR CONDITIONING, AND SPRINKLERS:**

(a) Air Conditioning and Heating: HVAC trunk lines shall be provided to the floor area. No distribution or controls shall be provided by Landlord, however, Tenant shall be required to install HVAC distribution and base building controls as designated and selected by Landlord as part of Tenant's Construction Obligations defined below. A 100% outside air duct loop for minimum outside air per ASHRAE 62.1 shall be provided by Landlord for the retail and dining areas. A general exhaust duct for toilet rooms will be stubbed into each tenant space by Landlord. Grease duct will be provided for Tenant and will be stubbed into Leased Premises and subbed out on the roof by Landlord. Final termination of grease duct to kitchen equipment and to exhaust fans will be provided by Tenant as part of Tenant's Construction Obligations, including to curbs and electrical conduit and connections. Dishwasher exhaust shall be provided by Tenant and shall be stubbed out the side of the Leased Premises. Kitchen make-up air shall be installed in the Leased Premises, drawn in from the side of the Leased Premises and connected to the kitchen hoods and area by Tenant as part of Tenant's Construction Obligations.

(b) Sprinklers: Automatic sprinkler system, if and to the extent required by the applicable code, shall be installed in the Clearwater Building.

5. **ADDITIONAL CRITERIA FOR LEASED PREMISES:**

(a) Natural Gas: Landlord will provide a standing riser pipe and gas manifold capable of 1350 CFH. Tenant is required run line to Leased Premises and to initiate service.

(b) Water: Landlord will provide a 1 1/4" domestic water supply to the tenant space with a minimum 70 psi residual pressure. The Tenant shall pay for any WAC fees applicable to restaurant portion of the improvements.

(c) Sanitary Waste: Provide a 4" sanitary sewer, gravity flow system in the tenant space. The Tenant shall pay any SAC fees applicable to the restaurant portion of improvements.

(d) Electrical: Landlord will provide the buildings main disconnect panel. Tenant is required to supply conductor and distribution panel. Tenant is required to initiate service.

(e) Fire Protection: Tenant is responsible to make any necessary changes to the sprinklers as set forth in section I(A)(4)(b) above, in accordance with local and national fire codes modified to the Tenant's space plan.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**ATTACHMENT 2**

(f) Doors: Landlord will provide two 3'-0" x 7'-0" aluminum framed glass storefront entrance doors.

(g) Floor: Tenant acknowledges that the floor of the Leased Premises is the roof of the condominium unit that is the transit center located beneath the Leased Premises. Installation of all plumbing requiring a penetration in the floor shall be coordinated with Landlord so as to be consistent with the mechanical, electrical, and plumbing systems that are located within transit center condominium unit.

(h) Grease Collection, Containment, and Exhaust: The Leased Premises will be served by a combined 4,000 gallon grease trap that will be utilized in common with the other tenants in the Project. Landlord will provide a six inch (6") grease line to the Leased Premises. Landlord will provide a grease duct to Lease Premises only. Tenant shall be responsible for the grease exhaust system on roof as well as final hook ups thereto within Leased Premises.

(i) Garbage: Landlord is providing a combined garbage room with access from an elevator from the first floor in the Clearwater Building to the garbage room within the transit center.

B. **TENANT'S CONSTRUCTION OBLIGATION**: The work to be performed by Landlord in satisfying its obligations respecting construction improvements to the Leased Premises shall be limited to that described in the foregoing Section. All other items or elements of work shall be provided by Tenant at Tenant's expense. Such other work shall constitute "Tenant's Construction Obligations" respecting improvements to the Leased Premises and shall include, but not necessarily be limited to, the purchase, installation, and/or performance (as the case may be) of the following described items or elements of work:

1. Electric Fixtures and Equipment: Tenant shall be responsible for all electrical work and distribution from the main distribution panel, including conduit, provided by Landlord in the electrical room on each floor of the Building as set forth above in Section A.3(b). Tenant shall be obligated to install its own distribution panel within the Leased Premises. Tenant shall be obligated to install metering devices compatible to the Building electrical controls.

2. Telephone: All arrangements for telephone service and all conduits for telephone wires in the Leased Premises including, but not limited to, conduits, wires, boxes, and head-in equipment.

3. Utility Meters: All meters necessary to separately measure electricity consumption in the Leased Premises, and if separately provided by Landlord, then all meters necessary to separately measure water and gas consumption in the Leased Premises.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**ATTACHMENT 2**

4. Walls: All interior partitioning and drywall on all party walls or the walls surrounding the Leased Premises, including the interior of the exterior wall of the Building.
5. Doors: All interior doors and door frames, sidelights, signage, and hardware, all of which shall be a Building standard as directed by Landlord.
6. Floor Covering: All floor covering and floor materials other than concrete.
7. Security and Alarm System: Any systems or other protective devices including by not limited to alarm, fire, and security systems. Any alarm and security systems to be installed shall be the system designated by Landlord from the Landlord specified vendor.
8. Demising Walls: Demising walls (i.e., walls dividing the Leased Premises for areas, if any, in the same building occupied by other lessees) shall be of steel stud or masonry.
9. Special Plumbing and Water Heater: All extra plumbing (either roughing-in or fixtures) required for Tenant's special needs and any water heater required.
10. Special Ventilation: All ventilation and related equipment not installed under Landlord's Construction Obligation, with the exception of the grease duct only, which will be installed by Landlord.
11. Special Equipment: All special equipment such as conveyors, lifts, etc.
12. Painting: All interior painting.
13. Ceiling: All ceiling installation and treatments.
14. Heating and Air Conditioning: All ducting distribution and controls including but not limited to, VAV boxes, exhaust fans, heating and cooling boxes, and/or Tenant specialty items. Tenant shall install any supplemental controls and systems required to support tenant functions beyond the base finish for the building and its designed load as set forth in Section IV below. All heating, ventilation, and air conditioning controls installed by Tenant shall be compatible to Building heating, ventilation, and air conditioning controls. Notwithstanding the foregoing, Tenant shall solely install those distribution and controls as designated and selected by Landlord.
15. Sprinklers: Tenant shall be responsible to modify the Building automatic sprinkler system and to install and/or modify sprinklers in the Leased

Premises, if and to the extent required by the applicable code, in order to complete Tenant's Construction Obligations.

II. **PLANS**

A. **LANDLORD'S PLANS**: To the extent that the same has not heretofore occurred, Landlord shall furnish, construct and install the items and elements comprising Landlord's Construction Obligation substantially in accordance with the plans, specifications, and working drawings applicable thereto (hereinafter referred to as "Landlord's Plans") prepared by the architectural firm of Babcock Design Group as Landlord's Plans may be changed or modified from time to time.

B. **TENANT'S PLANS**: Landlord and Tenant shall collaborate in preparation of complete plans and specifications (hereinafter referred to as "Tenant's Plans") detailing the item and elements comprising Landlord's Construction Obligation and Tenant's Plans. Tenant shall pay all costs associated with design and shall reimburse Landlord's designated architect, Babcock Design Group for all costs associated with coordinating Tenant's Plans with Landlord's Plans and Tenant's Construction Obligations with Landlord's Construction Obligation. Tenant shall then proceed promptly to prepare Tenant's Plans and shall submit the Tenant's Plans to Landlord for written approval (not to be unreasonably withheld.) The approval by Landlord of Tenant's plans for work to be performed on the Leased Premises, whether by Landlord or Tenant, shall in no way create any responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with any and all laws, rules and regulations of federal, state, county and municipal agencies or authorities. Any objections by Landlord and the reason therefore shall be given to Tenant's Plans as proposed. If Tenant fails within forty-five (45) days after receiving the necessary information from Landlord to furnish to Landlord Tenant's Plans as proposed, Landlord shall have the right to terminate the Lease upon written notice to Tenant (without prejudice to any right Landlord may have against Tenant for damages arising out of Tenant's failure).

III. **CONSTRUCTION**

A. **COMPLETION BY LANDLORD**: All of the items or elements of work entering into Landlord's Construction Obligation shall be furnished, constructed, and installed substantially in accordance with those portions of Tenant's Plans applicable thereto. Tenant agrees that by entering into possession of the Leased Premises pursuant to the following Section B, Tenant will have thereby accepted all of the construction work performed by Landlord and will have thereby accepted the Leased Premises in their then condition and hereby waives any claim against Landlord thereafter arising out of the condition of improvements to the Leased Premises, the Clearwater Building, the Common Areas, or the Improvements. Landlord shall not be liable for any latent, patent, or observable defects in such improvements after such acceptance by Tenant. Landlord does, however, warrant the work performed hereunder by Landlord against latent defects

discovered at any time during the one (1) year period following the time of such acceptance by Tenant.

B. **CONSTRUCTION BY TENANT**: Following the date that Landlord notifies Tenant that Tenant's Construction Obligations can commence, specifically the date upon which the structural elements and the HVAC trunk lines required under Landlord's Construction Obligation are completed and Tenant's Construction Obligations can be undertaken without unreasonable interference with the completion of Landlord's Construction Obligation, Tenant shall promptly commence and thereafter shall diligently pursue to completion all of the matters entering into Tenant's Construction Obligations and such matters shall be performed or accomplished in accordance with the applicable law, in a good and workmanlike manner, by contractors approved in writing by Landlord, and in such manner as to maintain harmonious and suitable labor relations and working conditions. Tenant shall timely obtain all licenses or permits required for the work performed by Tenant.

Tenant shall, at Landlord's request, furnish Landlord with a bond or bonds assuring payment to all those furnishing labor, materials, or services in connection with Tenant's Construction Obligations. Any work or change that Tenant desires to accomplish and which is not reflected by Tenant's Plans shall be subject to Landlord's prior written approval (not to be unreasonably withheld). Upon completion of Tenant's Construction Obligations, Tenant shall furnish to Landlord a complete set of "as built" plans and specifications for the items and elements entering into Tenant's Construction Obligations.

C. **INTERRELATIONSHIP OF WORK**: In performing the Tenant's Construction Obligations, Tenant shall comply with all directions of Landlord or Landlord's contractor so as to coordinate its construction activities with those being pursued by others (whether on the Leased Premises or elsewhere in the Clearwater Building, and whether by Landlord or by other tenants). Any improvements or items of equipment installed by Tenant which are to be visible from outside of the Leased Premises shall be finish painted by Tenant in accordance with Landlord's standard paint schedule. All work performed by Tenant shall leave Landlord's structure as strong or stronger than original design and with finishes unimpaired. Any roofing or flashing work accomplished by Tenant shall conform to original work and shall be performed at Tenant's expense by Landlord's roofing subcontractor who installed the original roof. Either party hereto may examine and inspect the work of the other at any reasonable time and shall promptly give notice of any observed defects.

1. **ROOF PENETRATIONS**: Tenant agrees that neither it nor its contractors or employees will, during the construction of the Leased Premises or at any time during the term of this Lease, make or cause to be made in the roof of the Leased Premises any penetration whatsoever without first obtaining the prior written approval from Landlord. Tenant acknowledges that Landlord may require Tenant to use Landlord's designated roofing contractor to perform or supervise any roof cuts or penetrations to which Landlord may agree or give its consent.

In the event Tenant fails to observe this condition, Landlord may hire a roofing contractor of its choice to inspect any penetrations in the roofing material over the Leased Premises and to perform any needed modifications or corrections to the roof surface or its components in order to preserve the integrity of the roof structure. Landlord may bill Tenant for the expenses of any such roof inspection and/or repairs, plus a 20% overhead fee for such work. Tenant agrees to pay for said inspection and/or repairs immediately upon presentation of said invoice.

2. **HEATING/VENTILATING/AIR CONDITIONING DISTRIBUTION AND CONTROL WORK**: In order to insure that the rooftop mechanical equipment, originally provided by Landlord, will work efficiently and effectively to provide the specified heating, ventilating and/or cooling to the Leased Premises, Tenant agrees and covenants that prior to its installation of any duct work, distribution equipment, controls or other related components of the mechanical system, it will first obtain from Landlord or from Landlord's designated mechanical contractor, written approval of its plans for same.

D. **PAYMENT**: Landlord shall furnish, construct, and complete all of the matters entering into Landlord's Construction Obligation at its own cost and expense; Tenant shall furnish, construct and complete all of the matters entering Tenant's Construction Obligations at its own cost and expense. All fees of Tenant's architect or engineer shall be paid by Tenant. All government, municipal, and/or city fees shall be paid by Tenant. This Tenant Finish Allowance shall be provided in accordance with the following conditions:

(a) All items of work specifically listed or implied under Tenant's Construction Obligations shall be certified complete by Tenant;

(b) All final invoices with the necessary certification shall be forwarded to the Landlord for consideration and payment;

(c) If such work is found to be complete as certified, Landlord shall remit to Tenant, a total amount due within thirty (30) days.

(d) Landlord shall not be obligated to remit any payment prior to its receipt of the following documents: (i) a Certificate of Occupancy from the municipality involved, (ii) a signed copy of Exhibit "E" of this Lease or an equivalent document provided by Landlord and, if required by lender to authorize release of any funds to Tenant, a signed copy of Exhibit "D" of this Lease, (iii) a copy of insurance certificates evidencing the insurance required to be maintained by Tenant pursuant to Section 10 of this Lease, and (iv) all copies of necessary lien waivers involved with any general or subcontractors involved with Tenant's Construction Obligations.

(e) No default or event which with the giving of notice or passage of time or both would constitute a default under the Lease shall exist.

Notwithstanding the foregoing to the contrary, all expenses arising by reason of Tenant's Construction Obligations in excess of the Tenant Finish Allowance shall be borne exclusively by Tenant. No personal property shall be included as part of the Tenant Finish Allowance.

**IV. BUILDING STANDARD FINISHES**

The "Building Standard Finishes" provided as part of the Landlord's Construction Obligation is defined to include all structural elements of the Building, elevator systems, restrooms, fire exit stairways, electrical risers, telephone risers, plumbing risers, sprinkler systems, ventilation and cooling, air distribution system, insulated high-pressure duct loop, janitorial closets, floor telephone closets, and floor electrical closets.

Landlord shall provide the following Building Standard Finishes for the Building and the Premises. The list includes:

1. The primary and secondary electrical, mechanical, fire protection, and life-safety system distribution in accordance with the Base Building design which complies with the local building code and other requirements of governmental agencies, including ADA, having jurisdiction over the Building for unoccupied office space in shell condition.
2. Building structural system consists of wide flange steel structural beam system with a composite concrete floor.
3. Building core area men's and women's toilet rooms, which meets all fire, life safety, ADA requirements, and other applicable codes.
4. Drinking fountains (HDCP accessible) at Building core per floor.
5. Code-compliant floor electrical/telephone and janitorial closets.
6. The electrical power is provided at 6.8 watts connected per rentable square foot, connected for tenant use, exclusive of the buildings HVAC system. The electrical includes lighting panels, transformer, distribution equipment and provisions for four (4) 208/120 volt tenant power panel connections at the floor.
7. Building-standard elevator lobby and related improvements.
8. High-speed electric traction elevators with eight-foot zero-inch elevator cabs (2 passenger cabs and 1 service sized cab) with seven-foot zero-inch high doors that serve the Building.
9. Building stairways (painted) as required by code with concrete filled stair treads and painted steel risers.
10. Sheetrock corridors, core area walls, and core corridor walls shall be taped, textured, and painted.
11. All base building mechanical equipment are included in the building mechanical penthouse. Supplemental mechanical equipment to support tenant functions shall be included in the tenant space as a tenant improvement and not part of the base finish for the building.

12. The base building heating and air conditioning system (“HVAC”) complies with the state and local building codes, the standards established by the American Society of Heating, Refrigeration, and Air Condition Engineers (ASHRAE) for high-rise office buildings, or standards customarily adopted for class A buildings. Primary HVAC mechanical equipment (VRT, cooling towers, air-handling units, etc. or equivalent) and duct supply & return risers and distribution from the mechanical equipment room through the floor distribution loop. Supply ducts will be extended from the air handler into the premises in the office areas and looped around each floor to supply conditioned air to the tenant provided ductwork. All ductwork and piping for the tenant’s improvements are to be installed “high and tight” against the structural members to allow temperature controls, balancing, and testing. Supplemental HVAC and electrical equipment and systems beyond the loads set forth below to support tenant functions shall be included in the tenant space as a tenant improvement and not part of the base finish for the building:
  - Occupancy Load: Average of one person per 125 rentable square feet.
  - Lighting load: 1.0 watt/sq. ft. to space.
  - Office equipment load: 2.25 watt/sq.ft. to space. Completion of the HVAC finish including, but not limited to, VAV(R) terminal unit low pressure ductwork, dampers, grills, diffusers, temperature controls, testing, and balancing as well as stand alone air-conditioning are at tenant’s sole cost and expense.
13. A minimum of 1.0 CFM/RSF average of primary supply air @ 55°F shall be provided to the premises.
14. The ventilation for the Premises shall be ASHRAE 62-2007 (or current) compliant.
15. Complete HVAC systems servicing all common areas of the Building (including, without limitation, restrooms and elevator lobbies on Tenant’s floors) are provided as part of the Base Building.
16. Floor loads shall be per applicable codes and Base Building standards throughout with a minimum superimposed floor loading capacity of 80 pounds per square foot in all Tenant areas in addition to inherent structural dead loads.
17. Average floor-to-floor height of 14-feet.
18. Average ceiling height of nine-feet in all Tenant areas, with exception of First Floor.
19. All plumbing riser-lines are in the floor core area.
20. Domestic hot and cold water shall be provided at all restrooms in the Building core.
21. Waste, vent and domestic cold water connects for tenant use will be stubbed into the tenant space at a minimum of two locations per typical floor.
22. Fire and life safety system shall be installed per applicable building codes. Installation of the fire sprinkler system includes a building fire pump, risers, control valves and main distribution loop. Installed sprinklers are limited to building core areas, penthouse, and code required coverage for an unoccupied tenant space.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**ATTACHMENT 2**

23. Fire alarm / communication systems shall be installed per applicable building codes including fire alarm system, fire extinguishers, exit lights and emergency circuiting. Fire alarm devices and life safety equipment installed shall be limited to building core areas and code required coverage for unoccupied tenant space.
24. Landlord shall be responsible to construct the Building and any common areas to meet ADA requirements.
25. A standby electrical generator is provided to meet life-safety requirements. Any required generator for tenant use, including data or server equipment is a tenant improvement and not part of the base finish for the building.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**BOISE STATE UNIVERSITY**

**SUBJECT**

Authorization for Issuance of 2016 Refunding Bonds

**REFERENCE**

April 2015 Idaho State Board of Education (Board) approved issuance of 2015 refunding bonds

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.F.  
Idaho Code §33-3804, Idaho Code

**BACKGROUND/DISCUSSION**

Boise State University (BSU) requests the Idaho State Board of Education's (Board)'s approval to issue up to \$\_\_\_\_\_ in refunding bonds (Series 2016A Bonds), pursuant to a Supplemental Bond Resolution.

BSU periodically reviews outstanding bond issues to assess whether market conditions warrant refinancing to take advantage of lower interest rates. BSU intends to refund all or portions of the Series 2007A, 2009A Bonds, which result in an aggregate net present value savings of at least three (3) percent.

Principal Amount

Approximately \$\_\_\_\_\_

Maturities

To be determined the day of pricing.

Interest Rates

To be determined the day of pricing.

Source of Security

General Revenue pledge of BSU, excluding appropriated funds, grants, contract revenues and restricted gifts.

Ratings

Rating agency updates were conducted the week of March 24, 2016 in anticipation of the 2016A issuance. BSU's current ratings are

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

\_\_\_\_\_ as determined by Moody's Investor Service and Standard and Poor's respectively (see Attachments 4 and 5).

Documents to be Provided at the Board Meeting

BSU will provide the following at the Board meeting:

- 1) Final Supplemental Bond Resolution providing authority to price bonds to the extent aggregate net present value savings exceed 3 percent.

Bonds may be priced on the 14th day of April, 2016 or on a later date, dependent on market conditions. Agenda consideration after 2:00 pm MT is requested.

**IMPACT**

Interest rates have reached levels that would enable BSU to advance refund portions of multiple series of outstanding bonds totaling \$\_\_\_\_\_ million that will generate a net present value debt service savings of at least 3 percent.

BSU's debt service ratio after the 2016A issuance is estimated to be \_\_\_\_\_ percent for the fiscal year 2017. In the event that market conditions are no longer favorable, no refunding bonds will be issued.

**ATTACHMENTS**

Attachment 1 – Draft Preliminary Official Statement	Page 5
Attachment 2 – Draft Supplemental Bond Resolution	Page 57
Attachment 3 – Draft Bond Purchase Agreement	Page 83
Attachment 4 – Debt Service Projection	Page 107
Attachment 5 – Moody's 2016A Rating Report	Page 109
Attachment 6 – Standard & Poor's 2016 Rating Report	Page 117

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed issuance of refunding bonds is estimated to generate debt service savings of at least 3%, and therefore complies with Board Policy Section V.F.4.b.vi.1) which directs institutions to consider refunding opportunities for outstanding debt when the net present value savings are positive. The bonds will be secured by pledged revenues from student fees, sales and services, facility and administration (indirect) funds, and other miscellaneous sources. Staff recommends approval of the attached Supplemental Resolution. Board Policy Section V.F.1. requires that Board action be taken by formal resolution with a majority roll call vote.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**BOARD ACTION**

I move to approve a Supplemental Resolution for the Boise State University Series 2016A Bonds, the title of which is as follows:

A SUPPLEMENTAL RESOLUTION of the Board of Trustees of Boise State University authorizing the issuance of General Revenue Refunding Bonds, Series 2016A, delegating authority to approve the terms and provisions of the Bonds, in the principal amount of up to \$\_\_\_\_\_ ; authorizing the execution and delivery of a Bond Purchase Agreement upon sale of the Bonds, and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2016A Bonds.

Roll call vote is required.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**THIS PAGE INTENTIONALLY LEFT BLANK**

New Issue—Book Entry Only

MOODY'S RATING: [ ]  
S&P RATING: [ ]  
See "RATINGS" herein

*In the opinion of Hawley Troxell Ennis & Hawley LLP, Bond Counsel, assuming continuous compliance with certain covenants described herein: (i) interest on the 2016A Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the 2016A Bonds (the "Tax Code"); (ii) interest on the 2016A Bonds is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except that such interest is required to be included in calculating the "adjusted current earnings" adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations; and (iii) interest on the 2016A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS-- 2016A Bonds."*



**BOISE STATE UNIVERSITY**

\$ \_\_\_\_\_ \*  
**BOISE STATE UNIVERSITY**  
**GENERAL REVENUE REFUNDING BONDS,**  
**SERIES 2016A**

**Dated: Date of Delivery**

**Due: April 1, as shown on the inside cover**

The above captioned Boise State University General Revenue Refunding Bonds, Series 2016A in the aggregate principal amount of \$ \_\_\_\_\_ \* (the "2016A Bonds"), will be issued by Boise State University (the "University") pursuant to a Master Resolution adopted by the Board of Trustees of the University on September 17, 1992, as supplemented and amended, including a Supplemental Resolution to be adopted on April \_\_\_, 2016.

The proceeds of the 2016A Bonds will be used (i) to refund certain of the University's outstanding bonds solely for debt service savings (the "Refunding Project") and (ii) to pay costs of issuing the 2016A Bonds. The 2016A Bonds are initially issuable in book-entry form only through The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Interest on the 2016A Bonds is payable on each April 1 and October 1, commencing October 1, 2016. The 2016A Bonds are subject to optional and mandatory sinking fund redemption as described herein. The 2016A Bonds are payable solely from and secured solely by the Pledged Revenues, which include certain student fees, enterprise revenues and interest earnings on University funds and accounts. See "SECURITY FOR THE 2016A BONDS" herein.

THE 2016A BONDS SHALL BE EXCLUSIVELY OBLIGATIONS OF THE UNIVERSITY, PAYABLE ONLY IN ACCORDANCE WITH THE TERMS THEREOF, AND SHALL NOT BE OBLIGATIONS, GENERAL, SPECIAL OR OTHERWISE, OF THE STATE OF IDAHO. THE 2016A BONDS SHALL NOT CONSTITUTE A DEBT-LEGAL, MORAL OR OTHERWISE-OF THE STATE OF IDAHO, AND SHALL NOT BE ENFORCEABLE AGAINST THE STATE, NOR SHALL PAYMENT THEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE UNIVERSITY OTHER THAN THE INCOME AND REVENUES PLEDGED AND ASSIGNED TO, OR IN TRUST FOR THE BENEFIT OF, THE HOLDERS OF THE 2016A BONDS. THE UNIVERSITY IS NOT AUTHORIZED TO LEVY OR COLLECT ANY TAXES OR ASSESSMENTS, OTHER THAN THE PLEDGED REVENUES DESCRIBED HEREIN, TO PAY THE 2016A BONDS. THE UNIVERSITY HAS NO TAXING POWER.

\_\_\_\_\_  
**See Inside Cover for Maturity Schedule**  
\_\_\_\_\_

The 2016A Bonds are offered when, as and if issued and received by the Underwriter, subject to the approval of legality by Hawley Troxell Ennis & Hawley LLP, Bond Counsel, and certain other conditions. Certain matters will be passed on for the University by its Office of General Counsel, and for the Underwriter by its legal counsel, Foster Pepper PLLC, and by Hawley Troxell Ennis & Hawley LLP, in its capacity as disclosure counsel to the University. It is expected that the 2016A Bonds will be available for delivery through the facilities of DTC on or about April \_\_\_, 2016.



**BOISE STATE UNIVERSITY**

\$ \_\_\_\_\_ \*

**GENERAL REVENUE REFUNDING BONDS,**

**SERIES 2016A**

<b>DUE</b> <b>APRIL 1</b>	<b>PRINCIPAL AMOUNT</b> <b>\$</b>	<b>INTEREST RATE</b> <b>%</b>	<b>YIELD</b> <b>%</b>	<b>CUSIP No.**</b>
------------------------------	--------------------------------------	----------------------------------	--------------------------	--------------------

\* Preliminary; subject to change.

\*\* CUSIP data contained herein is provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw Hill Companies, Inc. CUSIP numbers have been assigned by an independent company not affiliated with the University or the Underwriter, and are included solely for the convenience of the holders of the 2016A Bonds. Neither the University nor the Underwriter is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the 2016A Bonds or as indicated above.

**THE IDAHO STATE BOARD OF EDUCATION**

**AND BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY**

Don Soltman, President  
Bill Goesling, Secretary  
Richard Westerberg  
Sherri Ybarra

Emma Atchley, Vice President  
Linda Clark  
David Hill  
Debbie Critchfield

Matt Freeman—Executive Director

**UNIVERSITY OFFICIALS**

Robert W. Kustra, Ph.D.—President

Martin E. Schimpf, Ph.D.—Provost  
and Vice President for Academic Affairs

Kevin D. Satterlee, J.D.— Chief  
Operating Officer, Vice President and  
Special Counsel

Stacy M. Pearson, MPA, CPA—Bursar and  
Vice President for Finance and  
Administration

Leslie J. Webb, Ph.D.—Interim Vice  
President for  
Student Affairs and Enrollment  
Management

Mark Rudin, Ph.D.—Vice President for  
Research

Laura C. Simic —Vice  
President for University Advancement

Matt Wilde, General Counsel

**UNDERWRITER**

Barclays Capital Inc.  
701 Fifth Avenue, Suite 7101  
Seattle, Washington 98104-7016  
Phone: (206) 344-5838  
Fax: (212) 520-0837

**BOND AND DISCLOSURE COUNSEL**

Hawley Troxell Ennis & Hawley LLP  
877 Main Street, Suite 1000  
Boise, Idaho 83701-1617  
Phone: (208) 344-6000  
Fax: (208) 954-5285

**TRUSTEE AND PAYING AGENT**

The Bank of New York Mellon Trust  
Company, N.A.  
400 S. Hope Street, Suite 400  
Los Angeles, CA 90071

**PRICING ADVISOR**

Piper Jaffray & Co.  
101 S. Capital Blvd.  
Boise, ID 83702

**TABLE OF CONTENTS**

	Page
INTRODUCTION .....	1
General .....	1
Boise State University .....	1
Authorization For And Purpose Of The 2016A Bonds .....	1
Security For The 2016A Bonds .....	2
Additional Bonds .....	2
Tax Matters .....	2
THE 2016A BONDS .....	3
Description Of The 2016A Bonds .....	3
Book-Entry System .....	3
Redemption .....	3
SECURITY FOR THE 2016A BONDS .....	5
General .....	5
Pledged Revenues .....	5
Historical Revenues Available For Debt Service .....	8
Interim Financial Data .....	9
Flow Of Funds .....	9
Rate Covenant .....	10
Additional Bonds .....	10
No Debt Service Reserve .....	11
REFUNDING PROJECT .....	11
SOURCES AND USES OF FUNDS .....	12
DEBT SERVICE REQUIREMENTS .....	14
THE UNIVERSITY .....	14
University Governance And Administration .....	15
Certain University Facilities .....	18
Student Body .....	20
Employees .....	21
Employee Retirement Benefits .....	21
Insurance .....	24
FINANCIAL INFORMATION REGARDING THE UNIVERSITY .....	24
State Appropriations .....	24
Grants And Contracts .....	25
Budget Process .....	26
Investment Policy .....	26
No Interest Rate Swaps .....	26
Boise State University Foundation, Inc. ....	26
Future Capital Projects .....	27
Outstanding Debt .....	29
Financial Statements .....	30
TAX MATTERS .....	30
2016A Bonds .....	30
ESCROW VERIFICATION .....	33



UNDERWRITING .....33  
RATINGS .....33  
LITIGATION .....33  
APPROVAL OF LEGAL MATTERS .....34  
CONTINUING DISCLOSURE .....34

APPENDIX A – Audited Financial Statements of the University for the Fiscal Years Ended  
June 30, 2015 and 2014

APPENDIX B – Schedule of Student Fees

APPENDIX C – Glossary of Terms Used in the Resolution and Official Statement

APPENDIX D – Summary of Certain Provisions of the Resolution

APPENDIX E – Proposed Form of Continuing Disclosure Undertaking

APPENDIX F – Proposed Form of Opinion of Bond Counsel

APPENDIX G – Book Entry Only System

**GENERAL INFORMATION**

No dealer, broker, salesperson or other person has been authorized by the Board, the University or the Underwriter to give any information or to make any representations with respect to the 2016A Bonds, other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Board, the University or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the 2016A Bonds, nor shall there be any sale of the 2016A Bonds by any person, in any jurisdiction in which it is unlawful for such persons to make such offer, solicitation or sale.

The information set forth herein has been furnished by the University, the Board, DTC and certain other sources that the University believes to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the University or any other person or entity discussed herein since the date hereof.

In connection with this offering, the Underwriter may over-allot or effect transactions that stabilize or maintain the market price of the 2016A Bonds at levels above that which might otherwise prevail in the open market. Such stabilization, if commenced, may be discontinued at any time.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

This Official Statement contains “forward-looking statements” that are based upon the University’s current expectations and its projections about future events. When used in this Official Statement, the words “project,” “estimate,” “intend,” “expect,” “scheduled,” “pro forma” and similar words identify forward-looking statements. Forward-looking statements are subject to known and unknown risks, uncertainties and factors that are outside of the control of the University. Actual results could differ materially from those contemplated by the forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The University has no plans to issue any updates or revise these forward-looking statements based on future events.

The Preliminary Official Statement has been “deemed final” by the University, pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, except for information which is permitted to be excluded from this Preliminary Official Statement under said Rule 15c2-12.

**PRELIMINARY OFFICIAL STATEMENT**

**BOISE STATE UNIVERSITY**

**\$ \_\_\_\_\_\***  
**GENERAL REVENUE REFUNDING BONDS**  
**SERIES 2016A Bonds**

**INTRODUCTION**

**GENERAL**

This Official Statement, including the cover page, the inside cover page and the information contained in the Appendices hereto, is furnished in connection with the offering of the \$ \_\_\_\_\_\* Boise State University General Revenue Refunding Bonds, Series 2016A (the “2016A Bonds”).

The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference should be made to each document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each document. The attached Appendices are integral parts of this Official Statement and should be read in their entirety.

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in “APPENDIX C– GLOSSARY OF TERMS USED IN THE RESOLUTION AND OFFICIAL STATEMENT.”

**BOISE STATE UNIVERSITY**

Boise State University (the “*University*”) is a publicly supported, multi-disciplinary institution of higher education located in Boise, Idaho. The University has the largest student enrollment of any university in the State of Idaho (the “*State*”), with an official Fall 2015 enrollment of 22,113 students (based on headcount, with full-time-equivalent enrollment of 15,451) as of the October 15, 2015 census date. The University’s official Spring 2016 enrollment was [xx,xxx] students (based on headcount, with full-time equivalent enrollment of [xx,xxx] as of the March 15, 2016 census date. The State Board of Education serves as the Board of Trustees (the “*Board*”), the governing body of the University. In January 2016, The Carnegie Classification of Institutions of Higher Education designated Boise State University a Doctoral Research University.

**AUTHORIZATION FOR AND PURPOSE OF THE 2016A BONDS**

The 2016A Bonds are being issued pursuant to and in compliance with Title 33, Chapter 38, Idaho Code, as amended, and Title 57, Chapter 5, Idaho Code, as amended, and a resolution adopted by the Board on September 17, 1992, as previously supplemented and

\* Preliminary, subject to change.

amended (the “*Master Resolution*”), and as further supplemented by a resolution adopted by the Board on April \_\_, 2016 authorizing the issuance of the 2016A Bonds (collectively with the Master Resolution, the “*Resolution*”).

Pursuant to the Master Resolution, the Board has previously authorized the issuance of various series of General Revenue Bonds (the “*Outstanding Bonds*”), which as of April 2, 2016 were outstanding in the principal amount of \$209,775,000 (including the Refunded Bonds, as defined herein). The 2016A Bonds, the Outstanding Bonds, and any Additional Bonds hereafter issued under the Resolution are referred to herein as the “*Bonds*” or the “*General Revenue Bonds*.” See “DEBT SERVICE REQUIREMENTS” and “FINANCIAL INFORMATION REGARDING THE UNIVERSITY–Outstanding Debt.”

The proceeds of the 2016A Bonds will be used (i) to refund certain of the University’s outstanding bonds solely for debt service savings (the “*Refunding Project*”) and (ii) to pay costs of issuing the 2016A Bonds. See “SOURCES AND USES OF FUNDS” herein.

#### SECURITY FOR THE 2016A BONDS

The 2016A Bonds are secured by Pledged Revenues on parity with the other Bonds. Pledged Revenues include (i) Student Fees; (ii) Sales and Service Revenues; (iii) revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University (the “*F&A Recovery Revenues*”); (iv) various revenues generated from miscellaneous sources, including non-auxiliary advertising, vending in non-auxiliary buildings, postage and printing (the “*Other Operating Revenues*”); (v) unrestricted income generated on investments of moneys in all funds and accounts of the University (the “*Investment Income*”), and (vi) other revenues the Board shall designate as Pledged Revenues, but excluding State appropriations and Restricted Fund Revenues. “Revenues Available for Debt Service” means (a) revenues described in clauses (i), (iii), (iv), (v), and (vi) above and (b) revenues described in clause (ii) above less Operation and Maintenance Expenses of the Auxiliary Enterprises.

Under the Resolution, the University has covenanted to establish and maintain the Pledged Revenues sufficient, together with other Pledged Revenues available or to be available in the Debt Service Account to pay Debt Service for the Fiscal Year, to produce Revenues Available for Debt Service in each Fiscal Year equal to not less than 110% of Debt Service on the Bonds Outstanding for each such Fiscal Year. See “SECURITY FOR THE 2016A BONDS–Rate Covenant.”

#### ADDITIONAL BONDS

The University has reserved the right in the Resolution to issue Additional Bonds payable from and secured by the Pledged Revenues on parity with the 2016A Bonds, subject to the satisfaction of certain conditions contained in the Resolution. See “SECURITY FOR THE 2016A BONDS–Additional Bonds.”

#### TAX MATTERS

In the opinion of Bond Counsel, assuming continuous compliance with certain covenants described herein: (i) interest on the 2016A Bonds is excluded from gross income under federal

income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the 2016A Bonds (the “*Tax Code*”); (ii) interest on the 2016A Bonds is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except that such interest is required to be included in calculating the “adjusted current earnings” adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations; and (iii) interest on the 2016A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See “TAX MATTERS–2016A Bonds.”

### THE 2016A BONDS

#### DESCRIPTION OF THE 2016A BONDS

The 2016A Bonds will be dated their date of original issuance and delivery and will mature on April 1 of the years and in the amounts as set forth on the inside cover page of this Official Statement.

The 2016A Bonds shall bear interest from their date at the rates set forth on the inside cover page of this Official Statement. Interest on the 2016A Bonds is payable on April 1 and October 1 of each year, beginning October 1, 2016. Interest on the 2016A Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. The Bank of New York Mellon Trust Company, N.A., is the trustee and paying agent for the 2016A Bonds (the “Trustee”).

The 2016A Bonds will be issued as fully-registered bonds, initially in book-entry form only, in denominations of \$5,000 or any integral multiple thereof.

#### BOOK-ENTRY SYSTEM

The Depository Trust Company, New York, New York, (“DTC”), will act as initial securities depository for the 2016A Bonds. The ownership of one fully registered 2016A Bond for each maturity as set forth on the inside cover page of this Official Statement, each in the aggregate principal amount of such maturity, will be registered in the name of Cede and Co., as nominee for DTC. For so long as the 2016A Bonds remain in a “book-entry only” transfer system, the Trustee will make payments of principal and interest only to DTC, which in turn is obligated to remit such payments to its participants for subsequent disbursement to Beneficial Owners of the 2016A Bonds. *See Appendix G for additional information. As indicated therein, certain information in Appendix G has been provided by DTC. The University makes no representation as to the accuracy or completeness of the information in Appendix G provided by DTC. Purchasers of the 2016A Bonds should confirm this information with DTC or its participants.*

#### REDEMPTION

##### *Optional Redemption.*

The 2016A Bonds maturing on or after April 1, \_\_\_\_\_ are subject to redemption at the election of the University at any time on or after \_\_\_\_\_, in whole or in part, from such maturities as may be selected by the University. Such optional redemption of the 2016A Bonds

shall be at a price of 100% of the principal amount of the 2016A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption.

*Mandatory Sinking Fund Redemption.*

The 2016A Bonds maturing on April 1, \_\_\_\_\_ are subject to mandatory sinking fund redemption prior to their stated maturity, at a price of 100% of the principal amount of the 2016A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption, on April 1 of the years, and in the amounts, shown below:

APRIL 1  
OF THE YEAR

MANDATORY  
REDEMPTION AMOUNT

\$

\*

---

\* Stated Maturity.

*Notice of Redemption.* The Resolution requires the Trustee to give notice of any redemption of the 2016A Bonds not less than 35 days nor more than 60 days prior to the redemption date, by first class mail, postage prepaid, addressed to the registered owners of such 2016A Bonds to be redeemed at the addresses appearing on the registry books kept by the Trustee. With respect to any notice of optional redemption of 2016A Bonds, unless upon the giving of such notice such 2016A Bonds shall be deemed to have been paid within the meaning of the Resolution, such notice may state that the redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the 2016A Bonds to be redeemed, and that if such money shall not have been so received, the notice shall be of no force and effect and the University shall not be required to redeem such 2016A Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee will promptly thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

*Selection for Redemption.* If less than all 2016A Bonds are to be redeemed, the particular maturities of such 2016A Bonds to be redeemed and the principal amounts of such maturities to be redeemed shall be selected by the University. If less than all of any maturity of the 2016A Bonds is to be redeemed, the 2016A Bonds to be redeemed will be selected by lot. If less than all of a 2016A Bond that is subject to mandatory sinking fund redemption is to be redeemed, the redemption price shall be applied to such mandatory sinking fund installments as the University shall direct.

**SECURITY FOR THE 2016A BONDS**

GENERAL

The 2016A Bonds are secured by Pledged Revenues on a parity with all Bonds previously issued and all Additional Bonds that may be issued under the Resolution. Pledged Revenues include:

- (i) Student Fees;
- (ii) Sales and Services Revenues;
- (iii) F&A Recovery Revenues;
- (iv) Other Operating Revenues;
- (v) Investment Income; and
- (vi) Such other revenues as the Board shall designate as Pledged Revenues.

For a description of the sources and components of the Pledged Revenues, see “PLEGGED REVENUES” below. For the amounts of Pledged Revenues in recent years, see “HISTORICAL REVENUES AVAILABLE FOR DEBT SERVICE” below.

Pledged Revenues do not include State appropriations, which by law cannot be pledged. Pledged Revenues also exclude Restricted Fund Revenues, including restricted gift and grant revenues. See “FINANCIAL INFORMATION REGARDING THE UNIVERSITY” AND “APPENDIX A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014.”

PLEGGED REVENUES

*Student Fees.* The University assesses and collects a variety of fees from students enrolled at the University. Board approval for most of these student fees is required, but the Board has delegated approval of certain student fees to the University President. The Board may assess fees at any time during the year, and has authority to establish the fees unilaterally, without review or approval by the students, the State, or any other governmental or regulatory body. In practice, however, the Board sets Board-approved student fees annually. Prior to the Board meeting at which fees are set, public hearings concerning the fees are held and student participation is actively solicited. Board-approved “Student Fees” include (i) the Tuition Fee; (ii) Facility, Technology and Activity Fees; and (iii) General Education Fees, as further described below.<sup>1</sup> For the academic year 2015-2016, total Board-approved Student Fees per full-time undergraduate student per semester were \$3,438 for Idaho residents and \$10,463 for non-

<sup>1</sup> Represented numbers for Fiscal Year 2015 exclude a health insurance charge, which is paid directly to a third-party insurance provider. On February 19, 2015 the State Board of Education approved removal of the requirement that colleges and universities provide a student health insurance program. Beginning in Fiscal Year 2016, the University no longer provides a student health insurance program.



resident students. For the 2014-2015 academic year, such Student Fees were, respectively, \$3,320 and \$9,746 per semester.

Tuition Fee. The Tuition Fee supports instruction, student services, institutional support and maintenance and operation of the physical plant. The revenues derived from the Tuition Fee for the Fiscal Year ended June 30, 2014 (“Fiscal Year 2014”) and Fiscal Year 2015 were \$65,587,644 and \$67,670,078, respectively.

Facility, Technology and Activity Fees. The University charges a wide variety of fees to students to support various infrastructure and activities. Currently, these fees fall into three categories: (i) Facility Fees, which include the Student Building Fee, the Student Union and Housing Fee, the Capital Expenditure Reserve Fee, the Recreation Facility Fee, the Health and Wellness Center Fee, and the Strategic Facility Fee; (ii) Technology Fees, which include the Technology Fee and the Student Support System Fee; and (iii) Activity Fees, which include 15 fees assessed to support various programs and activities. The revenues derived from the Facility, Technology, and Activity Fees for Fiscal Year 2014 and Fiscal Year 2015 were \$32,609,397 and \$32,372,036, respectively.

General Education Fees. The University’s General Education Fees include the Graduate/Professional Fee, non-resident Tuition, the Western Undergraduate Exchange Fee, the In Service Fee, the Faculty Staff Fee, the Senior Citizen Fee, and Self-Supporting Program Fees. The revenues derived from the General Education Fees for Fiscal Year 2014 and Fiscal Year 2015 were \$29,836,231 and \$33,341,184, respectively.

Tuition and Student Fee Increases. It is Board policy to limit total tuition and facility, technology and activity fee increases in any single Fiscal Year to a maximum of 10% unless the Board grants special approval for an increase greater than 10%. Tuition and student fees for the following Fiscal Year are set in April. The University has requested a 6.9% fee increase for Fiscal Year 2017. The requested increase is comprised of a 2.7% increase in tuition and 16.6% increase in fees that include a \$112.50 requested increase for third-party Student Health Insurance. The Board will consider this request at its April 2016 meeting. The tuition and facility, technology and activity fee increases for the Fiscal Years shown below were as follows:

FISCAL YEAR	FEE	PERCENTAGE INCREASE
2016	\$3,438	3.6%
2015	3,320	5.5
2014	3,146	6.9
2013	2,942	5.7
2012	2,783	5.0

Student Fees also include a variety of other charges for services and course fees for which the authority to approve has been delegated by the Board to the University President. Fees for services include admission, orientation and testing fees, as well as late fees. Course fees include fees for field trips, fees for supplies for specific classes and labs, and special workshop

fees. Revenues generated from these other charges for Fiscal Year 2014 and Fiscal Year 2015 were \$4,183,337 and \$9,062,528, respectively.<sup>2</sup>

See “APPENDIX B— SCHEDULE OF STUDENT FEES” for a list of Student Fees assessed for Fiscal Year 2016.

*Sales and Services Revenues.* Sales and Services Revenues include revenues generated through operations of auxiliary enterprises. The majority of these revenues are generated through housing and student union operations; bookstore sales; ticket and event sales from the Taco Bell Arena, Albertsons Stadium, Morrison Center and Select-A-Seat; parking charges; and recreation center activity charges. Sales and Services Revenues also include revenues generated incidentally to the conduct of instruction, research and public service activities, including unrestricted revenues generated by the University’s public radio station, testing services provided by University labs, and sales of scientific and literary publications, and revenues from miscellaneous operations. See “THE UNIVERSITY—Certain University Facilities” for a description of the University’s major facilities from which Sales and Services Revenues are derived.

Sales and Services Revenues for Fiscal Year 2014 and Fiscal Year 2015 were \$61,529,742 and \$65,566,466, respectively. See “APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014.”

*Facilities and Administrative Recovery Revenues.* A portion of federal funds expended each year on scientific research is provided to institutions to pay the direct costs of conducting research, such as the salaries for scientists and materials and labor used to perform research projects, and the balance is granted to pay for “facilities and administrative costs,” which encompass spending by the receiving institution on items such as facilities maintenance and renewal, heating and cooling, libraries, the salaries of departmental and central office staff, and other general administration costs.

The University has focused on expanding research. In Fiscal Year 2014 and Fiscal Year 2015, the University had federally funded research expenditures of \$15,292,485 and \$18,642,316, respectively, which is an increase of \$3,349,831. However, the F&A Recovery Revenues of \$4,462,863 and \$4,308,512 for Fiscal Year 2014 and Fiscal Year 2015 respectively, showed a small decline. The decline in F&A Recovery Revenues was expected and is primarily due to large federally funded capital and equipment projects in Fiscal Year 2015; federally funded capital and equipment purchases are not qualified expenses for F&A Recovery Revenues.

*Other Operating Revenues.* The University receives other miscellaneous revenues in the course of its operations. Examples of Other Operating Revenues include revenues generated through certain non-auxiliary advertising, vending machines in non-auxiliary facilities, and postage and printing services. In Fiscal Year 2014 and Fiscal Year 2015, the University generated Other Operating Revenues of \$2,177,360 and \$2,374,609, respectively. See

<sup>2</sup> Revenues for other charges were reduced in Fiscal Year 2014 due to a one-time, significant charging off of balances following a thorough evaluation of the collectability of accounts in collection, as well as an improved process to estimate accounts subject to requiring collection in the future. **[Jared to provide further explanation as to reasoning for larger-than-expected bad debt write off.]** Revenues generated from these other charges in Fiscal Year 2013 was \$6,575,930.

“APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014” and “FINANCIAL INFORMATION REGARDING THE UNIVERSITY.”

*Investment Income.* Investment Income included in Pledged Revenues includes all unrestricted investment income. For Fiscal Year 2014 and Fiscal Year 2015, Investment Income included in Pledged Revenues was \$308,146 and \$396,947, respectively. See “APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014.”

**HISTORICAL REVENUES AVAILABLE FOR DEBT SERVICE**

The following table shows the Pledged Revenues and the Revenues Available for Debt Service for Fiscal Years 2011 through 2015. As described under “DEBT SERVICE REQUIREMENTS,” the University estimates that the maximum annual debt service on the Bonds upon the issuance of the 2016A Bonds will be approximately \$      million.

	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Student Fees	\$112,297,614	\$119,972,905	\$128,688,459	\$132,216,608	\$142,445,827
Sales and Services Revenues	53,924,410	58,904,473	62,331,015	61,529,742	65,566,466
F&A Recovery Revenues	5,422,035	5,368,929	4,515,382	4,462,863	4,308,512
Other Operating Revenues	1,676,216	1,730,717	1,577,618	2,177,360	2,374,609
Investment Income	<u>663,453</u>	<u>483,682</u>	<u>460,150</u>	<u>308,146</u>	<u>396,947</u>
TOTAL	<u>\$173,983,728</u>	<u>\$186,460,706</u>	<u>\$197,572,624</u>	<u>\$200,694,719</u>	<u>\$215,896,400</u>
Less Operation and Maintenance Expenses of Auxiliary Enterprises	(60,026,901)	(65,802,427)	(69,900,697)	(69,339,102)	(66,212,266)
Revenues Available for Debt Service (Pledged Revenues less Operation and Maintenance Expenses of Auxiliary Enterprises)	<u>\$113,956,827</u>	<u>\$120,658,279</u>	<u>\$127,671,927</u>	<u>\$131,355,617</u>	<u>\$149,684,134</u>

(Remainder of page intentionally left blank.)

INTERIM FINANCIAL DATA

The following table shows certain unaudited financial data regarding the University for the six-month periods ending December 31, 2014 and 2015:

	<b>2014</b>	<b>2015</b>
Student Fees	\$73,063,628	\$76,901,929
Sales and Services Revenues	35,855,191	36,351,741
F&A Recovery Revenues	2,287,837	2,432,009
Other Operating Revenues	962,057	1,617,360
Investment Income	174,903	295,742
<b>TOTAL PLEDGED REVENUES</b>	<b>\$112,343,616</b>	<b>\$119,028,493</b>
 Less Operation and Maintenance Expenses of Auxiliary Enterprises	 <u>(34,548,662)</u>	 <u>(35,996,448)</u>
 Revenues Available for Debt Service (Pledged Revenues less Operation and Maintenance Expenses of Auxiliary Enterprises)	 <u>\$77,794,954</u>	 <u>\$83,032,045</u>

FLOW OF FUNDS

The Resolution creates the Revenue Fund, which is held by the University. All Pledged Revenues are required to be deposited in the Revenue Fund. At least five days before each payment date, money in the Revenue Fund is required to be transferred to the Debt Service Account held by the Trustee, for payment of interest, principal, and redemption premium, if any, coming due on the Bonds.

Amounts remaining in the Revenue Fund may be applied, free and clear of the lien of the Resolution, for any lawful purpose of the University, as provided in the Resolution. The University has historically used and intends to continue to use any excess moneys in the Revenue Fund primarily to pay for operation and maintenance expenses and capital improvements.

RATE COVENANT

Under the Resolution, the University has covenanted to establish and maintain Pledged Revenues sufficient, together with other Pledged Revenues available or to be available in the Debt Service Account to pay Debt Service for the Fiscal Year, to produce Revenues Available for Debt Service in each Fiscal Year equal to not less than 110% of Debt Service on the Bonds Outstanding for each such Fiscal Year.

ADDITIONAL BONDS

*Additional Bonds, Generally.* The amount of Additional Bonds that may be issued under the Resolution is not limited by law or by the Resolution, provided the requirements below are satisfied. In order to issue Additional Bonds for the purpose of financing Projects, the University must satisfy certain conditions, including the filing with the Trustee of:

(i) A Written Certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution or any supplemental resolution with respect to any Bonds; and

(ii) A Written Certificate of the University to the effect that Estimated Revenues Available for Debt Service equal at least 110% of the Maximum Annual Debt Service on all Bonds to be outstanding upon the issuance of the Additional Bonds for (a) each of the Fiscal Years of the University during which any Bonds will be outstanding following the estimated completion date of the Project being financed by the Additional Bonds, if interest during construction of the Project being financed by the Additional Bonds is capitalized, or (b) the University's current Fiscal Year and any succeeding Fiscal Year during which any Bonds will be outstanding, if interest during construction of the Project being financed by the Additional Bonds is not capitalized (a "Coverage Certificate"). See "APPENDIX D- SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION-Additional Bonds."

*Refunding Bonds.* The University may issue Additional Bonds to refund Bonds issued under the Resolution by providing certificates similar to those described above in (i) and (ii). Alternatively, Additional Bonds may be issued to refund Bonds issued under the Resolution without compliance with the requirements described above if the Additional Bonds do not increase debt service by more than \$25,000 per year.

The University may issue Additional Bonds for the purpose of refunding any of its obligations that were not issued under the Resolution if it files with the Trustee (i) a copy of the Supplemental Resolution authorizing the issuance of the Additional Bonds and providing that any revenues securing such refunded obligations shall become part of the Pledged Revenues securing the Bonds issued under the Resolution, (ii) the Coverage Certificate described above, and (iii) a Written Certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution.

NO DEBT SERVICE RESERVE

There is no debt service reserve requirement with respect to the 2016A Bonds.

**REFUNDING PROJECT**

The University is pursuing the Refunding Project solely for debt service savings. Accordingly, the Refunded Bonds listed herein represent only potential candidates for refunding. The actual bonds to be refunded will be determined at or about the time of the pricing and sale of the 2016A Bonds.

The proceeds of the 2016A Bonds will be used (i) to refund all or a portion of certain of the University’s General Revenue and Refunding Bonds, Series 2007A (the portion of such bonds to be refunded being referred to herein as the “2007A Refunded Bonds”), (ii) to refund all or a portion of the University’s General Revenue and Refunding Bonds, Series 2009A (the portion of such bonds to be refunded being referred to herein as the “2009A Refunded Bonds”), and (iii) to pay the costs of issuing the 2016A Bonds. The 2007A Refunded Bonds and the 2009A Refunded Bonds are collectively referred to herein as the “Refunded Bonds.”

A portion of the proceeds of the 2016A Bonds will be irrevocably deposited in an escrow account (the “Escrow Account”) to be held by The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “Escrow Agent”), to refund the Refunded Bonds. Such amount will be used to provide cash and purchase direct obligations of the United States that are sufficient to pay the interest on the Refunded Bonds as the same falls due and the redemption price of, and accrued interest on, the Refunded Bonds on their respective redemption dates. See “SOURCES AND USES OF FUNDS.”

The 2007A Refunded Bonds, which mature in the following amounts and on the following dates and bear interest at the following rates, will be called for redemption on April 1, 2017, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon:

MATURITY DATE (APRIL 1)	PRINCIPAL AMOUNT	INTEREST RATE
2018*	\$ 1,060,000	5.00%
2019*	1,115,000	5.00
2020*	2,315,000	4.375
2021*	2,415,000	4.00
2022*	2,310,000	4.375
2023*	2,415,000	4.50
2024*	900,000	4.40
2025*	940,000	4.40
2026*	985,000	4.40
2027*	1,030,000	4.45
2037*	4,165,000	4.50
2032**	9,905,000	4.25
2036**	14,225,000	4.75

\*Partial redemption of serial bond

\*\*Partial redemption of mandatory redemption amount due under term bond stated maturity

The 2009A Refunded Bonds, which mature in the following amounts and on the following dates and bear interest at the following rates, will be called for redemption on April 1, 2019, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon:

MATURITY DATE (APRIL 1)	PRINCIPAL AMOUNT	INTEREST RATE
2020	\$825,000	4.000%
2021	860,000	4.000
2022	895,000	4.125
2023	930,000	4.250
2024	975,000	4.500
2025	1,015,000	4.500
2026	1,065,000	4.625
2029*	3,480,000	4.750
2034*	6,660,000	5.000
2039*	8,490,000	5.000

\*Term bond stated maturity

Certain mathematical computations regarding the sufficiency of and the yield on the investments held in the Escrow Account will be verified by The Arbitrage Group, Inc. See "ESCROW VERIFICATION" below.

**SOURCES AND USES OF FUNDS**

The sources and uses of funds with respect to the 2016A Bonds are estimated to be as follows:

SOURCES:

Aggregate Principal Amount of 2016A Bonds .....	\$
Original Issue Premium .....	_____
 TOTAL .....	 \$ <u>                    </u>

USES:

Escrow Fund to Refund the Refunded Bonds .....	\$
Costs of Issuance* .....	_____

TOTAL ..... \$                     

---

\* Includes legal, rating agency, trustee, and Underwriter's fees.

(Remainder of page intentionally left blank.)



**DEBT SERVICE REQUIREMENTS**

The following table shows the debt service requirements for the 2016A Bonds.

FISCAL YEAR END <u>6/30</u>	OUTSTANDING BONDS*	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>
2017	\$17,893,745			
2018	18,057,018			
2019	18,123,594			
2020	18,257,401			
2021	17,729,284			
2022	17,401,038			
2023	16,031,454			
2024	14,065,292			
2025	14,055,548			
2026	14,055,790			
2027	14,031,711			
2028	14,021,543			
2029	14,017,539			
2030	13,957,241			
2031	13,960,023			
2032	13,936,808			
2033	13,924,306			
2034	13,959,102			
2035	13,944,221			
2036	13,933,262			
2037	13,920,339			
2038	3,818,911			
2039	3,795,355			
2040	1,828,907			
2041	981,250			
2042	<u>981,750</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
TOTAL	<u>\$348,545,714</u>	<u>\$                    </u>	<u>\$                    </u>	<u>\$                    </u>

---

\*Does not reflect the refunding of the Refunded Bonds. Any refunding with proceeds of the 2016A Bonds will be undertaken solely to achieve debt service savings.

**THE UNIVERSITY**

The University is a publicly supported, multi-disciplinary institution of higher education and classified as a Doctoral Research University. The University has the largest student enrollment of any university in Idaho, with an official Fall 2015 enrollment of 22,113 students as of the October 15, 2015 census date, and an official Spring 2016 enrollment of \_\_\_\_ as of the March 15, 2016 census date.

The main campus is located in Boise, Idaho with convenient access to the government institutions and commercial and cultural amenities located in the capital city. The Boise City-Nampa metropolitan area has an estimated population of 650,000. Approximately 4,855 faculty and staff (including 1,482 student employees) were employed by the University as of June 30, 2015.

The University administers associate, baccalaureate, masters, and doctoral programs through seven colleges – Arts and Sciences, Business and Economics, Education, Engineering, Health Sciences, Innovation and Design, and Public Service. The University offers over 84 distinct graduate curricula leading to masters' degrees. Nine current doctoral curriculums include programs in the Colleges of Arts and Sciences, Education, Engineering, Health Sciences, Public Service and Interdisciplinary Programs. A tenth doctoral program, Ph.D. Ecology, Evolution and Behavior, was approved in February 2016 and is slated to begin in Fall 2017.

Full accreditation has been awarded by the Northwest Commission on Colleges and Universities through 2018, and a number of the University's academic programs have also obtained specialized accreditation. The University is home to 35 research centers and institutes, including the Center for Health Policy, the Public Policy Research Center, the Raptor Research Center, and the Center for Multicultural Educational Opportunities. Student athletes compete in NCAA intercollegiate athletics at the Division I-A level on 18 men's and women's teams in 12 sports. The University also hosts National Public Radio, Public Radio International, and American Public Radio on the Boise State Radio Network, which broadcasts in southern Idaho, eastern Oregon and northern Nevada on a network of 18 stations and translators.

The University offers courses and programs in several off campus centers and on-line through its division of Extended Studies.

#### UNIVERSITY GOVERNANCE AND ADMINISTRATION

The responsibility for overall management and determination of University policy and standards is vested with the Board, which also serves as the Idaho State Board of Education, the Regents of the University of Idaho, the Board of Trustees for Idaho State University in Pocatello, the Board of Trustees for Lewis Clark State College in Lewiston, and the State Board for Professional Technical Education and Vocational Rehabilitation. The Board also oversees aspects of the College of Western Idaho and North Idaho College, in concert with the respective Boards of these two institutions. The Governor appoints seven of the members to the Board for five year terms. The membership, terms and occupations of the current board members are listed below. The elected State Superintendent of Public Instruction serves *ex officio* as the eighth member of the Board for a four-year term.

**BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY  
AND STATE BOARD OF EDUCATION**

NAME	RESIDENCE	OCCUPATION	TERM EXPIRES
Don Soltman (President)	Twin Lakes	Retired Hospital Executive	2019
Emma Atchley (Vice President)	Ashton	Community Leader	2015**
Bill Goesling (Secretary)	Moscow	Associate Vice President for D.A. Davidson	2016
Richard Westerberg	Preston	Retired officer of PacifiCorp	2019
David Hill	Boise	Retired Deputy Director at ID National Laboratory	2017
Debbie Critchfield	Oakley	Community Education Leader	2018
Linda Clark	Meridian	Retired Superintendent	2020
Sherri Ybarra*	Mountain Home	Superintendent of Public Instruction	Elected Term Exp. 2018

\* Serves *ex officio* on the State Board of Education in her capacity as State Superintendent of Public Instruction.

\*\* Reappointment is pending and is expected to be confirmed in the 2016 legislative session.

The State Board of Education has an approximately 27 member, full time professional staff headed by Matt Freeman, Executive Director. His appointment became effective in 2015.

*University Officers.* The President of the University and his staff are responsible for the operation of the University and the fulfillment of its academic mission. The President is selected by and serves at the pleasure of the Board. Members of the President’s management team are appointed by the President and serve at his pleasure. The President and his principal staff are listed below, with brief biographical information concerning each.

*Robert W. Kustra, Ph.D. – President.* Dr. Kustra became the University’s sixth president on July 1, 2003. Immediately prior to joining the University, Dr. Kustra served as president of the Midwestern Higher Education Commission, an organization of 10 Midwestern states that focus on advancing higher education through interstate cooperation and resource sharing. Prior to his time at the Midwestern Higher Education Commission, Dr. Kustra served as a senior fellow for the Council of State Governments, and from 1998 to 2001 served as president of Eastern Kentucky University. Prior to his time at Eastern Kentucky University, Dr. Kustra served as the lieutenant governor for the State of Illinois from 1990 to 1998, during a portion of which time he also served as the chair of the Illinois Board of Higher Education. Prior to acting as lieutenant governor, Dr. Kustra served in the Illinois state senate from 1982 to 1990 and in the Illinois House of Representatives from 1980 to 1982.

Dr. Kustra has also held faculty positions at the University of Illinois at Springfield, Roosevelt University, the University of Illinois Chicago, Northwestern University, Loyola University and Lincoln Land Community College. While at Loyola he also served as director of the Center for Research in Urban Government.

Dr. Kustra was educated at Benedictine College in Atchison, Kansas (BA), Southern Illinois University (MA) and the University of Illinois (Ph.D.). All of his degrees are in political science. Throughout his professional life, Dr. Kustra has served on a number of education oriented boards, including the National Collegiate Athletic Association Board of Directors, the Advisory Council for the National Center for Public Policy and Higher Education, the Policies

and Purposes Committee of the American Association of State Colleges and Universities, the Ohio Valley Conference Board of Presidents, the DePaul University Board of Trustees and the Education Commission of the States.

*Martin E. Schimpf, Ph.D. – Provost and Vice President for Academic Affairs.* Dr. Schimpf has served as the University's Provost and Vice President of Academic Affairs since 2010. His career at the University began in 1990 as a professor in the Department of Chemistry, and he served as that department's Chair from 1998 to 2001. He served as Associate Dean of the College of Arts and Sciences from 2001 to 2006. In 2006, Dr. Schimpf was appointed Dean of the College of Arts and Sciences and held that position until his appointment as Provost and Vice President of Academic Affairs. Dr. Schimpf earned an undergraduate degree in chemistry from the University of Washington and a Ph.D. in chemistry from the University of Utah. His interdisciplinary research has led to more than 80 publications, and he has served on numerous international scientific committees.

*Stacy M. Pearson, CPA, MPA – Bursar and Vice President for Finance and Administration.* Ms. Pearson was appointed as Bursar and Vice President for Finance and Administration effective August 15, 2004. Prior to this appointment, Ms. Pearson served as Associate Vice President for Finance and Administration at the University from 1995 to 2004. Ms. Pearson received her Bachelor of Science degree in business at the University of Idaho and her Master of Public Administration degree from the University. Ms. Pearson is a certified public accountant and is active in the Western Association of College and University Business Officers (WACUBO). She served as the Director of the Internal Audit Division for the Oregon University System from 1994 to 1995 and the Internal Auditor for the Idaho State Board of Education from 1987 to 1994. Ms. Pearson was named the Woman of the Year by the Idaho Business Review in 2013.

*Kevin D. Satterlee, J.D. – Chief Operating Officer, Vice President and Special Counsel.* Mr. Satterlee was named Chief Operating Officer, Vice President and Special Counsel in 2015. He previously served as the Vice President for Campus Operations and General Counsel from 2012-2015, as well as Vice President and General Counsel from 2011 to 2012, Associate Vice President and General Counsel from 2005 to 2011, and as Associate Vice President of Planning, prior to that. Before joining the University, Mr. Satterlee served as Chief Legal Officer for the State Board of Education, Deputy Attorney General for the State representing numerous state agencies including the Office of the Governor, and worked in private practice. Mr. Satterlee received his undergraduate degree in political science magna cum laude from the University and his Juris Doctor from the University of Idaho, also magna cum laude.

*Mark Rudin, Ph.D. – Vice President for Research.* Dr. Rudin joined the University in January 2009 as Vice President for Research. Dr. Rudin received his Ph.D. in Medicinal Chemistry/Health Physics from Purdue University. Prior to his appointment at the University, Dr. Rudin served in a number of teaching and administrative positions at University of Nevada Las Vegas since 1993, including Senior Associate Vice President for Research Services and Chair of the Department of Health Physics. Before joining UNLV, Dr. Rudin was a technical/administrative assistant with the U.S. Department of Energy Headquarters, Office of Environmental Restoration and Waste Management, and from 1989 to 1993, he was a senior program specialist/project engineer with EG&G Idaho at the Idaho National Laboratory in Idaho Falls.

*Leslie J. Webb, Ph.D. – Interim Vice President for Student Affairs* and Enrollment Management. Dr. Webb was named Interim Vice President of Student Affairs and Enrollment Management in February of 2016. Prior to this position, she served from 2009 to 2016 as both the Assistant and Associate Vice President for Student Affairs for the University. Before joining the University, Dr. Webb served as the Assistant Vice President for Strategic Planning and Assessment at Central Washington University. Dr. Webb earned her undergraduate degree in theatre arts from Central Washington University, her masters of science in college student personnel from Western Illinois University and her doctorate of philosophy in education from Colorado State University.

*Laura C. Simic – Vice President for University Advancement.* Ms. Simic joined the University as Vice President for University Advancement in November 2012. Most recently, she served four years at Creighton University in Omaha, Nebraska as the interim vice president for university relations and senior associate vice president of development and campaign director. Ms. Simic also worked eight years as the associate vice chancellor for development at the University of North Carolina and ten years in various development roles at the University of Tennessee. Ms. Simic earned her Bachelor of Arts degree from the University of Oregon in journalism and public relations and her Master of Science degree from the University of Tennessee in education/leadership studies. She is a Certified Fund Raising Executive.

*Matt Wilde – General Counsel.* Mr. Wilde was named General Counsel in October of 2015. Prior to holding such position, Mr. Wilde served as Deputy General Counsel for the Office of General Counsel, managing the day to day operations of the Office of General Counsel and the legal affairs of the University. Prior to joining the University as Deputy General Counsel in January of 2013, Mr. Wilde served as Assistant City Attorney and Division Manager for the Boise City Council and Mayor's Office, the Department of Aviation and Public Transportation, including the Boise Airport, and the City's Department of Public Works. Mr. Wilde received his undergraduate degree in business administration from Pacific Lutheran University and his Juris Doctor from the University of Idaho.

#### CERTAIN UNIVERSITY FACILITIES

*General.* The University's Boise campus includes approximately 5.4 million gross square feet of facilities, with approximately 200 buildings. The Boise campus is approximately 220 acres including some parcels owned by university affiliate organizations such as the Foundation and Alumni Center.

The following is a description of the University's major facilities from which Sales and Services Revenues are derived, including housing facilities, the Student Union Building, spectator and recreation facilities, and parking facilities.

*Housing Facilities.* The University's housing facilities currently consist of (i) seven residence halls, four of which are traditional-style buildings and three of which are suite-style buildings, (ii) five apartment complexes for upper-class housing and (iii) two townhouse developments, which provide 360 beds for upper-class students.

*University Residence Halls.* The University's residence halls can accommodate approximately 1,860 students and offer a variety of amenities, including computer labs

and in room high-speed internet connections; recreational and lounge space; laundry facilities; kitchen areas; and academic/study space. For Fiscal Years 2013, 2014, and 2015, the average fall semester occupancy rates for the University's residence halls were, 96%, 99% and 91%, respectively. The reduction in occupancy is partially attributed to the fact that 100 apartments were taken off-line for renovation into new residence hall beds. These beds added to the inventory of residence halls. The University expects that occupancy in Fiscal Year 2016 will return to historical levels.

University Apartments. The University apartment complexes are available for students, including those with families, and provide over 200 apartments ranging in size from one bedroom to three bedrooms. For Fiscal Years 2013, 2014 and 2015, the average fall semester occupancy rates for the University's apartments were 90%, 90% and 98%, respectively.

Lincoln Townhomes. The Lincoln townhouse style housing consists of 360 beds of upper class student housing. For Fiscal Years 2014 and 2015, average fall semester occupancy rates of the townhomes were 99% and 98%, respectively.

For additional information regarding the University's future housing facilities, see "*FINANCIAL INFORMATION REGARDING THE UNIVERSITY— FUTURE CAPITAL PROJECTS— Honors College and Student Housing.*"

Student Union Building. Initially constructed in 1967 and expanded in 1988 and 2008, the Student Union Building provides extensive conference and meeting spaces, a 430 seat performance theater, a retail food court, a central production kitchen, a resident student and visitor dining facility, a University Bookstore and Bronco Shop, a convenience store, a games area, and offices for admissions, student government and student activities. The facilities infrastructure includes high speed LAN and video data capabilities and public lounges with wireless network capabilities. The building totals approximately 252,000 square feet.

Spectator and Recreation Facilities. The University's spectator and recreation facilities include Albertsons Stadium, the Taco Bell Arena, the Recreation Center and the Morrison Center. The following is a brief description of these facilities.

Albertsons Stadium. Originally constructed in 1970, and expanded in 1997, 2008, 2009 and 2012 to its current total capacity of 37,000 seats, Albertsons Stadium is Idaho's largest spectator facility. It is used for all of the University's intercollegiate home football games. The facility includes the press box, stadium suites, banquet facilities, a commercial kitchen, an additional Bronco Shop, office space, and concessions facilities. Completed in Summer 2013 is the Football Complex, a stand-alone addition to the Albertsons Stadium facilities, consisting of football offices and training facilities. This facility added 70,000 square feet of space.

Taco Bell Arena. Taco Bell Arena was constructed in 1982 and serves as the University's indoor sports and entertainment complex. In its basketball configuration, the arena accommodates approximately 12,400 spectators. In addition to varsity sports contests, including the NCAA Basketball Tournament, it has been used for concerts, commencement ceremonies and other entertainment and community events, intramural

activities and sports camps. The arena was remodeled during 2012 adding 36 upgraded restrooms.

*The Recreation Center.* The Student Recreation Center was completed in 2001. It is approximately 98,700 square feet, and includes more than 25,000 square feet of open recreational space for three regulation size basketball courts and a multipurpose gymnasium; a large aerobics/cardiovascular multipurpose workout space; five racquetball/handball/squash courts; a running track with banked turns; a climbing wall; a first aid and athletic training area; classroom and activity spaces; indoor/outdoor meeting space; and an aquatic center added to the facility after 2001.

*The Morrison Center.* The Velma V. Morrison Center, which opened in 1984, is an 183,885 square foot center for performing arts that includes a ten story stage-house and seating for 2,000. The Morrison Center brings a wide range of artistic performances to the Boise community and provides academic instruction space at the University. The Morrison Center has been regularly ranked in the Top Five University Theatres in the Pacific Northwest by Venues Magazine - in 2014, it was ranked #1 in the nation.

*Parking Facilities.* The University operates and maintains 64 surface parking lots of varying sizes and two parking garage facilities with a total of approximately 2,691 spaces, for a total of approximately 7,689 parking spaces. The University has a comprehensive parking plan to ensure that the parking system is financially self-supporting.

**STUDENT BODY**

The University enrolls more students than any other institution in Idaho. In addition to having students from every Idaho county, students from all 50 states and over 65 countries attend the University. The University enrolls large numbers of both traditional age students and working adults. The University’s official Fall 2015 enrollment was 22,113 students (based on headcount, with full-time equivalent enrollment of 15,451) as of the October 15, 2015 census date, and the University’s official Spring 2016 enrollment was [xx,xxx] (based on headcount, with full-time equivalent enrollment of [xx,xxx] as of the March 15, 2016 census date. Fall 2015 enrollment reflects a decrease from Fall 2014 of 146 students based on headcount and 192 students based on full-time equivalent enrollment.

**Enrollment and Graduation Statistics**  
(Fall Semester)

	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
<b>ENROLLMENT</b>				
Headcount	22,678	22,003	22,259	22,113
Full Time Equivalents	16,136	15,599	15,643	15,451
<b>UNDERGRADUATE STUDENTS</b>				
Full Time	12,784	12,452	12,155	12,034
Part Time	6,873	6,590	7,196	7,088
<b>GRADUATE STUDENTS</b>				
Full Time	806	812	883	903
Part Time	2,215	2,149	2,025	2,088

STUDENTS FROM IDAHO	81%	75%	74%	71%
FIRST YEAR UNDERGRADUATES/TRANSFERS				
Applied	10,642	10,080	10,712	10,838
Admitted	6,146	7,691	8,340	8,668
Enrolled	3,418	3,392	3,469	3,502
ACT Mean Score	22.94	22.97	22.94	23.26
	2011-2012	2012-2013	2013-2014	2014-2015
DEGREES CONFERRED				
Associate	198	168	137	166
Bachelor	2,782	2,716	2,797	2,971
Master	652	691	640	703
Doctorate	11	11	34	14
Certificate*	196	171	195	290

\* Includes undergraduate graduate certificates and post-undergraduate certificates.

**EMPLOYEES**

As of June 30, 2015, the University had 4,855 employees. Faculty and staff included 1,106 professional staff, 1,103 faculty and other academic appointments, and 1,164 classified employees. The University also employed 1,482 students. The University is not a party to any collective bargaining agreement, although there are employee associations that bring salary issues and other concerns to the attention of the University. The University considers relations with its employees to be good.

**EMPLOYEE RETIREMENT BENEFITS**

All benefit eligible employees, which consist of employees who work 20 or more hours per week for five consecutive months, must enroll in one of two retirement plans—the State’s Public Employees’ Retirement System of Idaho (“*PERSI*”) or the Optional Retirement Program (“*ORP*”), which is a plan offered to faculty and non-classified staff effective 1990 and thereafter.

*PERSI*. The University’s classified employees, including its faculty hired prior to July 1, 1990, are covered under *PERSI*. Additionally, new faculty and professional staff who are vested in *PERSI* have the option of remaining in or returning to *PERSI* with written affirmation of this decision within 60 days of employment. *PERSI* is the administrator of a multiple-employer cost-sharing defined benefit public employee retirement system. A retirement board (the “*PERSI Board*”), appointed by the governor and confirmed by the legislature, manages the system, including selecting investment managers to direct the investment, exchange and liquidation of assets in the managed accounts and establishing policy for asset allocation and other investment guidelines. The *PERSI Board* is charged with the fiduciary responsibility of administering the system.

*PERSI* is the administrator of seven fiduciary funds, including three defined benefit retirement plans, the Public Employee Retirement Fund Base Plan (“*PERSI Base Plan*”), the Firefighters’ Retirement Fund (“*FRF*”), and the Judges’ Retirement Fund (“*JRF*”), of which,



PERSI assumed administration effective July 1, 2014; two defined contribution plans, the Public Employee Retirement Fund Choice Plans 414(k) and 401(k); and two Sick Leave Insurance Reserve Trust Funds, one for State employers and one for school district employers.

PERSI membership is mandatory for eligible employees of participating employers. Employees must be: (i) working 20 hours per week or more; (ii) teachers working a half-time contract or greater; or (iii) persons who are elected or appointed officials. Membership is mandatory for State agency and local school district employees, and membership by contract is permitted for participating political subdivisions such as cities and counties. On July 1, 2015, PERSI had 67,008 active members, 29,827 inactive members (of whom 11,859 are entitled to vested benefits), and 42,657 annuitants. As of July 1, 2015, there were 766 participating employers in the PERSI Base Plan. Total membership in PERSI was 139,492.

The net position for all pension and other funds administered by PERSI increased \$262 million during Fiscal Year 2015 and increased over \$2 billion during the Fiscal Year 2014. The increase in the defined benefit plans reflects the total of contributions received and an investment return exceeding benefits paid and administrative expenses. All of the plans experienced investment gains in Fiscal Year 2015 as a result of positive market performance. Net investment income for all of the funds administered by PERSI for the Fiscal Years ended June 30, 2015 and 2014 was \$417 million and \$2.0 billion, respectively. The large decrease in the defined benefit plans increased net position and investment gains from Fiscal Year 2014 to Fiscal Year 2015 is primarily due to a large gross investment return in 2014.

As of June 30, 2015 and 2014, the funding ratio (actuarial value of assets divided by actuarial accrued liability) for the unfunded actuarial liability for the PERSI Base Plan was 90.4% and 93.9%, respectively. The higher the funding ratio, the better the plan is funded. The amortization period (estimated time to payoff unfunded liability) for PERSI’s Base Plan as of June 30, 2015 and 2014 was 17.4 years and 5.5 years, respectively. The actuarial funding ratio for the PERSI Base Plan decreased from 2014 primarily because investment performance was less than the actuarial expected rate. The amortization period increased for the same reason.

Annual actuarial valuations for PERSI are provided by the private actuarial firm of Milliman, which has provided the actuarial valuations for PERSI since PERSI’s inception. As a result of the statutory requirement that the amortization period for the unfunded actuarial liability be 25 years or less, contribution rate increases for the three years beginning July 1, 2011, as proposed by the actuary, were reviewed and approved by the Retirement Board on December 8, 2009. Only one of the approved contribution rate increases has taken effect to date, on July 1, 2013. All other approved contribution rate increases have been cancelled. The contribution rates for the year ended June 30, 2015 follow:

**Contribution Rates**

	<u>Member</u>		<u>Employer</u>	
	<u>General/ Teacher</u>	<u>Fire/ Police</u>	<u>General/ Teacher</u>	<u>Fire/ Police</u>
Contribution Rates:	6.79%	8.36%	11.32%	11.66%

*Source: Financial Statements June 30, 2015 Public Employee Retirement System of Idaho*

The next major PERSI experience study, to be completed in 2016, will cover the period July 1, 2011 through June 30, 2015.

The University's required and paid contributions to PERSI for Fiscal Years 2014 and 2015 were \$2,963,747, and \$3,045,994, respectively. Contribution requirements of PERSI and its members are established by the PERSI Board within limitations, as defined by state law.

Beginning in Fiscal Year 2015, the University became required to record a liability and expense equal to its proportionate share of the collective net pension liability and expense of PERSI due to the implementation of GASB 68. The University recorded a net pension liability as of June 30, 2015 of \$7,104,041 representing its proportional share of liability under PERSI.

PERSI issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained at, [www.persi.idaho.gov](http://www.persi.idaho.gov) (which website is provided purely for convenience and is not incorporated or made a part of this Official Statement by this reference). Much of the information in this section comes from the PERSI Financial Statements, June 30, 2015, and therefore the information is from a source not within the University's control.

*ORP.* Faculty and non-classified staff hired on or after July 1, 1990 have been enrolled in ORP, and faculty and staff hired before that date were offered a onetime opportunity in 1990 to withdraw from PERSI and join ORP. ORP is a portable, multiple-employer, defined contribution retirement plan with options offered by Teachers' Insurance and Annuity Association/College Retirement Equities Fund and Variable Annuity Life Insurance Company. The total contribution rate is the same for all employees, with a portion of the employer's contribution for ORP members being credited to the employee's account and a portion to the PERSI unfunded liability until 2015.

Contribution requirements for ORP are based on a percentage of total payroll. The University's contribution rate for Fiscal Years 2012 and 2013 was 9.27% of covered payroll with a decrease for Fiscal Years 2014 and 2015 to 9.26%

For Fiscal Years 2013, 2014 and 2015, the University's required and paid contributions to ORP were \$8,723,150, \$9,245,096, and \$9,957,020, respectively. The employee contribution rate for Fiscal Years 2013 through 2015 is 6.97% of covered payroll. These employer and employee contributions, in addition to earnings from investments, fund ORP benefits. The University has no additional obligation to fund ORP benefits once it makes the required contributions at the applicable rate. The University has made all contributions that it is required to make to ORP to date.

For additional information concerning the University's pension benefits, see Note 10 of "Appendix A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014."

*OPEB.* The University participates in other multiple-employer defined benefit post-employment benefit plans relating to health and disability for retired or disabled employees that are administered by the State of Idaho, as agent, as well as a single-employer defined benefit life insurance plan. Idaho Code establishes the benefits and contribution obligations relating to

these plans. The most recent actuarial valuation of these plans is as of July 1, 2012. The University funds these benefits on a pay-as-you-go basis and has not set aside any assets to pay future benefits under such plans. As of July 1, 2012, the combined unfunded accrued actuarial liability for such plans which the University is responsible to pay equaled approximately \$17.7 million. For additional information concerning post-retirement benefits other than pensions, see Note 11 of “APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014.”

#### INSURANCE

The University has liability coverage under commercial insurance policies and self-insurance through the State of Idaho Retained Risk Fund. University buildings are covered by all risk property insurance on a replacement cost basis.

#### FINANCIAL INFORMATION REGARDING THE UNIVERSITY

The principal sources of University revenues are direct appropriation of State revenues by the State legislature (the “*Legislature*”), Student Fees, federal government appropriations, grants and contracts, gifts to the University, F&A Recovery Revenues, Investment Income, Sales and Services Revenues, and Other Operating Revenues. Of these revenue sources, Student Fees, Investment Income, Sales and Services Revenues, F&A Recovery Revenues, and Other Operating Revenues are included in Pledged Revenues. The following describes revenue sources that are not included in Pledged Revenues, as well as certain Pledged Revenues. See “SECURITY FOR THE 2016A BONDS.”

#### STATE APPROPRIATIONS

Legislatively-approved State appropriations represent approximately 19% of the University’s total annual revenues for Fiscal Year 2016. Such revenues are not included as Pledged Revenues. The Legislature meets beginning in January of each calendar year and sets budgets and appropriations for all agencies and departments of State government for the fiscal year beginning the following July 1. The Legislature may also make adjustments to budgets and appropriations for the fiscal year during which the Legislature is meeting.

If, in the course of a fiscal year, the Governor determines that the expenditures authorized by the Legislature for the current fiscal year exceed anticipated revenues expected to be available to meet those expenditures, the Governor, by executive order, may reduce (“*Holdback*”) the spending authority on file in the office of the Division of Financial Management for any department, agency or institution of the State, or request a reversion (“*Reversion*”) of appropriations back to the State to balance the State budget. There have been no Holdbacks or Reversions since Fiscal Year 2010; the University does not anticipate a Holdback or Reversion during Fiscal Year 2016. State appropriations are not included in Pledged Revenues. However, Holdbacks, Reversions or reductions in the amount appropriated to the University could adversely affect the University’s financial and operating position.

The table below sets forth the Legislative appropriations from the State General Fund for all higher education institutions and for the University for the years shown. Legislative appropriations reached a pre-recession high in 2009 of approximately \$285 million for all higher education, but declined sharply during the recession to an approximate low of \$209 million in

2012. Since the 2012 low, State appropriations have steadily climbed to approximately \$260 million in 2016.

**State General Fund Appropriations**

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016*</u>
All Higher Education	\$227,950,500	\$236,543,600	\$251,223,200	\$263,751,200
Boise State University	\$74,496,000	\$76,338,100	\$80,391,900	84,276,500
Percentage Increase (Decrease) over prior year for the University	9.5%	2.5%	5.3%	5.4%

---

\* Unaudited.

**GRANTS AND CONTRACTS**

The United States government and various other public and private sponsoring agencies, through various grant and contract programs, provide a substantial percentage of the University's current revenues. The use of such funds is usually restricted to specific projects and is not included in the budget for the University. Such revenues include grants and contracts for research, public service, instruction and training programs, fellowships, scholarships, endowment scholarship programs, student aid programs, and grants for construction projects. The University believes it has complied with all material conditions and requirements of these grants and contracts. For Fiscal Year 2015, total grants and contracts totaled \$33,403,126, which amount includes the \$4,308,512 of F&A Recovery Revenues included in Pledged Revenues. The University also received \$26,175,741 in federal Pell Grants for the 2014-2015 academic year. The following table displays federally funded expenditures, which include Pell Grants and Direct Loan Programs, for each the last five Fiscal Years:

**Federally Funded Expenditures  
(in 000s)**

	<u>2011*</u>	<u>2012*</u>	<u>2013*</u>	<u>2014</u>	<u>2015</u>
Research	\$ 19,793	\$ 19,908	\$17,734	\$15,292	\$18,642
Non-Research	<u>136,870</u>	<u>137,702</u>	<u>132,889</u>	<u>122,734</u>	<u>119,728</u>
Total Expenditures	\$156,663	\$157,610	\$150,623	\$138,026	\$138,371

---

\* Federally funded expenditures increased in 2011-2013, compared to pre-2011 levels, because in those years the University had large, one-time federally funded projects, such as a park and ride parking lot and federally funded expansion of the geothermal utility distribution system.

Pledged Revenues do not include Restricted Fund Revenues, which consist of revenues that the University is obligated to spend in accordance with restrictions imposed by external third parties, such as revenues from grants, contracts, gifts and scholarships. However, Pledged Revenues do include F&A Recovery Revenues, which consist of revenues received by the

University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University. See “SECURITY FOR THE 2016A BONDS–Pledged Revenues–Facilities and Administrative Recovery Revenues” and “Historical Revenues Available for Debt Service” above.

Direct financial aid to students, primarily in the form of student loans, scholarships, grants, student employment, awards, and deferred payments, totaled approximately \$138 million for Fiscal Year 2015. Of such amount, approximately \$70 million was in the form of direct student loans. Due to uncertainty with respect to the amount of federal grants, donations, and other sources the University expects to receive for the purpose of providing financial aid, the University cannot determine the amount of financial aid that will be available in future years.

#### BUDGET PROCESS

The University operates on an annual budget system. Its Fiscal Year begins July 1 of each year. The budget process, as well as the administration of the expenditures authorized through the process, is administered through the offices of the President and the Vice President for Finance and Administration, in collaboration with the departmental faculty and administrative officers. The internal budget process concludes with a general budget proposal for the following Fiscal Year being submitted in consolidated form by the University Administration to the Board in August of each year.

The University’s operating budget is approved by the Board prior to the commencement of the Fiscal Year, usually at its June meeting. At that meeting, the Board, serving also as the governing boards of the State’s other institutions of higher education, approves the annual budgets for those institutions as well.

#### INVESTMENT POLICY

Board policy establishes permitted investment categories for the University. The University’s investment policy establishes, in order of priority, safety of principal preservation, ensuring necessary liquidity, and achieving a maximum return, as the objectives of its investment portfolio. See Note 2 of “APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2014 AND 2015.” Moneys in Funds and Accounts established under the Resolution are required to be invested in Investment Securities, as described in “APPENDIX D– SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION–PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND ACCOUNTS – Establishment of Funds; Revenue Fund; Bond Fund; Flow of Funds; Investment of Funds.” The University has not experienced any significant investment losses or unexpected limitations on the liquidity of its short-term investments.

#### NO INTEREST RATE SWAPS

The University has not entered into any interest rate swaps or other derivative products.

#### BOISE STATE UNIVERSITY FOUNDATION, INC.

The Boise State University Foundation, Inc. (the “*BSU Foundation*”) is a nonprofit corporation organized under State law in 1967. Its purpose is to receive, manage and otherwise

deal in property and apply the income, principal and proceeds of such property for the benefit of the University. An approximately 45 member board of directors manages the BSU Foundation. A.J. Balukoff, Sr. currently serves as Chairman of the Board of the BSU Foundation.

Financial statements for the BSU Foundation are contained in Note 13 to the University's financial statements. See "APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014." Net assets of the BSU Foundation at June 30, 2015 were \$154,868,089.

In June 2011, the BSU Foundation completed its first comprehensive fundraising campaign. The Foundation's Destination Distinction campaign exceeded the original campaign goal by \$10 million, raising over \$185 million to support scholarships, programs and facilities, much of which has already been spent on various projects. The BSU Foundation is currently seeking funds for specific strategic initiatives including the Fine Arts Building, Materials Science Building, and the Alumni & Friends Center.

#### FUTURE CAPITAL PROJECTS

To address the educational needs of the region and the facilities needs of the growing student body, the University implemented a Strategic Facility Fee in 2006. The Strategic Facility Fee has increased from its initial \$25 in Fiscal Year 2007 to \$288 for Fiscal Year 2016. The Strategic Facility Fee is a component of Student Fees that are included in Pledged Revenues. Revenues from the Strategic Facility Fee are intended to be used together with donations, State of Idaho Permanent Building Fund monies provided by the State, capital grants and University reserves to provide funds for construction of buildings pursuant to the University's Campus Master Plan.

The University may not undertake any capital project or long-term financing without prior Board approval.

The University currently anticipates that it may issue Additional Bonds or other debt to finance capital facilities within the next three years. Two significant buildings are currently in the programming and design phase; a Fine Arts Building and a Materials Science Building. The Fine Arts Building is expected to cost roughly \$36,000,000. With State support and private donations expected to contribute approximately \$6,000,000, the remaining balance of approximately \$30,000,000 would be financed through the issuance of Additional Bonds. The anticipated \$37,000,000 of Additional Bonds could be reduced if additional private gifts are received. The Materials Science Building is expected to cost roughly \$52,000,000, but a lead donor has already contributed \$25,000,000. The expected amount of Additional Bonds to be issued to finance construction of the Materials Science Building is the balance of \$27,000,000. The Foundation is currently fundraising for both facilities.

The University has three other significant capital projects currently underway.

*Alumni and Friends Center.* This approximately \$12,000,000 facility will provide additional and improved spaces, including event spaces for engagements with alumni and donors. This facility was financed through private gifts and donations and by a \$5,000,000 in Foundation debt. The University will occupy and lease a portion of the facility pursuant to an Agreement for the Development, Occupancy, Ownership and Use of the Alumni and Friends

Center, between the Foundation and the University (the “Alumni Agreement”). The Alumni Agreement requires the University to make lease payments of the Foundation sufficient to repay the Foundation’s debt obligation and certain additional rent to assist with additional expenses related to the construction and operation of the Alumni and Friends Center. Additionally, the University will manage and maintain the facility. Upon the Foundation’s retirement of its loan, title to the facility will immediately transfer to the University for an amount of ten dollars. This facility is currently under construction and is expected to open in 2016.

City Center Plaza. Through a public private partnership the University is joining the Greater Boise Auditorium District, Valley Regional Transit (the regional transportation authority) and several private companies to construct a new mixed-use facility that includes an expansion to the convention center, federally funded underground transit center and educational, office and retail spaces. This project in the heart of downtown Boise will be the new home for the University’s computer science (“CS”) programs and CS research. The University’s CS programs will co-locate in this facility and collaborate with private CS companies, providing a unique and industry-focused educational opportunity for the students.

In February 2016 the University secured Board approval for the purchase of the University space within the facility at a cost of approximately \$9,450,000. The \$9,450,000 will be funded from University reserves (without debt financing). Purchase of the University space within the facility allows the University to avoid the annual lease cost and allows the University to apply for occupancy funding from the State to support the building’s operating costs. This facility is currently under construction and is expected to open in Summer 2016. The University is also in negotiations to lease up to an additional 2,900 square feet of retail space in this facility for a new bookstore, with the lease payments to be paid from bookstore revenues.

Honors College and Student Housing. Through a public private partnership agreement, the University has selected Educational Realty Trust (“EDR”), a publicly traded REIT, to finance and construct a new 656-bed residential Honors College, to be built on the Boise campus through a ground lease. This facility is currently under construction and is expected to open in Fall 2017. The purpose of this facility is not only to provide more student housing inventory, but to elevate the Honors College and assist in the recruitment of additional honors students. The project will also include offices, classrooms and food service. Through this arrangement, the approximately \$36,000,000 facility will be funded with 100% cash equity from EDR. Pursuant to the terms and conditions of the ground lease, EDR is not permitted to issue any debt secured by the property or its leasehold interest in the project, without University approval. EDR is required to pay the University an annual ground lease payment consisting of a guaranteed fixed amount, plus a percentage of the project’s gross revenues. The fixed payment will escalate with the consumer price index.

The University is not participating in the financing of this project, except that the University will fund, own and operate the food service component. The food service component is estimated to cost approximately \$4,000,000 and will be funded by University reserves and a contribution from the University’s private food service operator. The University will not incur debt to construct the food service facility in this project. From the ground lease and food service income, the University expects this project to generate a positive net income for the University.

In conjunction with the opening of this 656-bed project, the University will remove from its inventory the John B. Barnes Towers (the “Towers”), a 348-bed student housing facility. As part of the University’s capital planning process, the Towers have been planned for repurposing. The Towers is a traditional student dormitory building built in 1970 and is the most distant student dormitory from campus services. The repurposing of the facility has been delayed as the University allocated resources to higher priorities. EDR has committed in the ground lease to provide a \$2 million incentive payment to repurpose the Towers into some use other than housing. The University intends to convert the Towers into office space. While the reduction in University-owned beds will result in a moderate loss to housing income, the loss is offset by the \$2 million incentive payments, reduction in housing operating expenses, expected State support for office occupancy funding, cost avoidance of additional office leases and ground lease revenue from the new 656-bed project.

**OUTSTANDING DEBT**

The University has the following debt outstanding as of April 2, 2016:

<b>Outstanding Bonds</b>	<b>Original Issue Amount</b>	<b>Amount Outstanding</b>
<i>General Revenue Bonds</i>		
General Revenue and Refunding Bonds, Series 2007A*	\$96,365,000	\$88,935,000
General Revenue Bonds, Series 2007B	25,860,000	715,000
General Revenue and Refunding Bonds, Series 2009A*	42,595,000	27,500,000
Taxable General Revenue Bonds, Series 2010B (Build America Bonds–Issuer Subsidy)	12,895,000	12,570,000
General Revenue Project and Refunding Bonds, Series 2012A	33,330,000	28,525,000
General Revenue Refunding Bonds, Series 2013A	14,195,000	12,260,000
General Revenue Project and Refunding Bonds, Series 2013B	11,760,000	9,870,000
General Revenue Refunding Bonds, Series 2015A	31,210,000	29,380,000
Total:	\$269,210,000	\$209,775,000
<i>Other Obligations</i>		
2006 Bronco Stadium Expansion Loan	\$3,381,000	\$633,565
Capital Leases for Building and Equipment	4,912,402	751,798
Total:	\$8,293,402	\$,1,385,363

---

\* Does not reflect the refunding of the Refunded Bonds. Any refunding with proceeds of the 2016A Bonds will be undertaken solely to achieve debt service savings.

For additional information regarding the University’s outstanding debt, see Notes 7, 8 and 9 of “APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014.”



## FINANCIAL STATEMENTS

The financial statements of the University as of and for the Fiscal Years ended June 30, 2015 and 2014, which are included as APPENDIX A to this Official Statement, have been audited by Moss Adams LLP, independent auditors, as stated in their report appearing therein. Moss Adams has not been engaged to perform and has not performed, since the date of such report, any procedures on the financial statements addressed in the report. Moss Adams has not performed any procedures relating to this Official Statement, and has not consented to the use of the financial statements of the University in this Official Statement.

## TAX MATTERS

## 2016A BONDS

In the opinion of Bond Counsel, assuming continuous compliance with certain covenants described below: (i) interest on the 2016A Bonds is excluded from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the 2016A Bonds (the “*Tax Code*”); (ii) interest on the 2016A Bonds is excluded from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except that such interest is required to be included in calculating the “adjusted current earnings” adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations as described below; and (iii) interest on the 2016A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho.

The Tax Code imposes several requirements which must be met with respect to the 2016A Bonds in order for the interest thereon to be excluded from gross income and alternative minimum taxable income (except to the extent of the aforementioned adjustment applicable to corporations). Certain of these requirements must be met on a continuous basis throughout the term of the 2016A Bonds. These requirements include: (a) limitations as to the use of proceeds of the 2016A Bonds; (b) limitations on the extent to which proceeds of the 2016A Bonds may be invested in higher yielding investments; and (c) a provision, subject to certain limited exceptions, that requires all investment earnings on the proceeds of the 2016A Bonds above the yield on the 2016A Bonds to be paid to the United States Treasury. The exclusion of interest on the 2016A Bonds from gross income for Idaho income tax purposes is dependent on the interest on the 2016A Bonds being excluded from gross income for federal income tax purposes. The University will covenant and represent that it will take all steps to comply with the requirements of the Tax Code to the extent necessary to maintain the exclusion of interest on the 2016A Bonds from gross income and alternative minimum taxable income (except to the extent of the aforementioned adjustment applicable to corporations) under such federal income tax laws in effect when the 2016A Bonds are delivered. Bond Counsel’s opinion as to the exclusion of interest on the 2016A Bonds from gross income (for federal and Idaho income tax purposes) and alternative minimum taxable income (to the extent described above) is rendered in reliance on these covenants, and assumes continuous compliance therewith. The failure or inability of the University to comply with these requirements could cause the interest on the 2016A Bonds to be included in gross income (for federal and Idaho income tax purposes), alternative minimum taxable income or both from the date of issuance. Bond Counsel’s opinion also is rendered in reliance upon certifications of the University and other certifications furnished to Bond Counsel. Bond Counsel has not undertaken to verify such certifications by independent investigation.

Section 55 of the Tax Code contains a 20% alternative minimum tax on the alternative minimum taxable income of corporations. Under the Tax Code, 75% of the excess of a corporation's "adjusted current earnings" over the corporation's alternative minimum taxable income (determined without regard to this adjustment and the alternative minimum tax net operating loss deduction) is included in the corporation's alternative minimum taxable income for purposes of the alternative minimum tax applicable to the corporation. "Adjusted current earnings" includes interest on the 2016A Bonds.

The Tax Code contains numerous provisions which may affect an investor's decision to purchase the 2016A Bonds. Owners of the 2016A Bonds should be aware that the ownership of tax-exempt obligations by particular persons and entities, including, without limitation, financial institutions, insurance companies, recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, foreign corporations doing business in the United States and certain "subchapter S" corporations may result in adverse federal and state tax consequences. Under Section 3406 of the Tax Code, backup withholding may be imposed on payments on the 2016A Bonds made to any owner who fails to provide certain required information, including an accurate taxpayer identification number, to certain persons required to collect such information pursuant to the Tax Code. Backup withholding may also be applied if the owner underreports "reportable payments" (including interest and dividends) as defined in Section 3406, or fails to provide a certificate that the owner is not subject to backup withholding in circumstances where such a certificate is required by the Tax Code. With respect to any of the 2016A Bonds sold at a premium, representing a difference between the original offering price of those 2016A Bonds and the principal amount thereof payable at maturity, under certain circumstances, an initial owner of such bonds (if any) may realize a taxable gain upon their disposition, even though such bonds are sold or redeemed for an amount equal to the owner's acquisition cost. Bond Counsel's opinion relates only to the exclusion of interest on the 2016A Bonds from gross income (for federal and Idaho income tax purposes) and alternative minimum taxable income as described above and will state that no opinion is expressed regarding other federal or state tax consequences arising from the receipt or accrual of interest on or ownership of the 2016A Bonds. Owners of the 2016A Bonds should consult their own tax advisors as to the applicability of these consequences.

The opinions expressed by Bond Counsel are based on existing law as of the delivery date of the 2016A Bonds. No opinion is expressed as of any subsequent date nor is any opinion expressed with respect to pending or proposed legislation. Amendments to the federal or state tax laws may be pending now or could be proposed in the future that, if enacted into law, could adversely affect the value of the 2016A Bonds, the exclusion of interest on the 2016A Bonds from gross income (for federal and Idaho income tax purposes) or alternative minimum taxable income or both from the date of issuance of the 2016A Bonds or any other date, the tax value of that exclusion for different classes of taxpayers from time to time, or that could result in other adverse tax consequences. In addition, future court actions or regulatory decisions could affect the tax treatment or market value of the 2016A Bonds. Owners of the 2016A Bonds are advised to consult with their own tax advisors with respect to such matters.

The Internal Revenue Service (the "Service") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax

purposes. No assurances can be given as to whether or not the Service will commence an audit of the 2016A Bonds. If an audit is commenced, the market value of the 2016A Bonds may be adversely affected. Under current audit procedures the Service will treat the University as the taxpayer and the 2016A Bond owners may have no right to participate in such procedures. The University has covenanted not to take any action that would cause the interest on the 2016A Bonds to lose its exclusion from gross income for federal income tax purposes or lose its exclusion from alternative minimum taxable income except to the extent described above for the owners thereof for federal income tax purposes. None of the University, the Underwriter, or Bond Counsel is responsible for paying or reimbursing any 2016A Bond holder with respect to any audit or litigation costs relating to the 2016A Bonds.

*[Premium Bonds*

The initial public offering price of certain maturities of the 2016A Bonds (the “*Premium Bonds*”), as shown on the inside cover page, are issued at original offering prices in excess of their original principal amount. The difference between the amount of the Premium Bonds at the original offering price and the principal amount payable at maturity represents “bond premium” under the Code. As a result of requirements of the Code relating to the amortization of bond premium, under certain circumstances an initial owner of a Premium Bond may realize a taxable gain upon disposition of such a bond, even though such bond is sold or redeemed for an amount equal to the original owner’s cost of acquiring such bond. All owners of 2016A Bonds are advised that they should consult with their own tax advisors with respect to the tax consequences of owning and disposing of 2016A Bonds, whether the disposition is pursuant to a sale of the 2016A Bonds or other transfer, or redemption.

*Original Issue Discount*

The initial public offering price of certain maturities of the 2016A Bonds (the “*Discount Bonds*”), as shown on the inside cover page hereof, is less than the amount payable on such Bonds at maturity. The difference between the amount of the Discount Bonds payable at maturity and the initial public offering price of the Discount Bonds will be treated as “original issue discount” for federal income tax purposes. The original issue discount on the Discount Bonds is treated as accruing over the respective terms of such Discount Bonds on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on April 1 and October 1 with straight line interpolation between compounding dates. In the case of a purchaser who acquires the Discount Bonds in this offering, the amount of original issue discount accruing each period (calculated as described in the preceding sentence) constitutes interest which is excluded from gross income, alternative minimum taxable income and Idaho taxable income under the conditions and subject to the exceptions described in the preceding paragraphs and will be added to the owner’s basis in the Discount Bonds. Such adjusted basis will be used to determine taxable gain or loss upon disposition of the Discount Bonds (including sale or payment at maturity).

Beneficial Owners who purchase Discount Bonds in the initial offering at a price other than the original offering price shown on the inside cover page hereof and owners who purchase Discount Bonds after the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds. Beneficial Owners who are subject to state or local income taxation (other than Idaho state income taxation) should consult their tax

advisor with respect to the state and local income tax consequences of ownership of the Discount Bonds. It is possible that, under the applicable provisions governing determination of state and local taxes, accrued original issue discount on the Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.]

#### **ESCROW VERIFICATION**

The Arbitrage Group, Inc. will verify the accuracy of the mathematical computations concerning the adequacy of the maturing principal amounts of and interest earned on the government obligations, together with other escrowed moneys, to pay interest on the Refunded Bonds as the same falls due and the redemption price of, and interest on, the Refunded Bonds on the respective redemption dates, and the mathematical computations of the yield on the 2016A Bonds and the yield on the government obligations purchased with a portion of the proceeds of the sale of the 2016A Bonds. Such verification shall be based in part upon information supplied by the Underwriter.

#### **UNDERWRITING**

The 2016A Bonds are being purchased by Barclays Capital Inc. (the “*Underwriter*”). The purchase contract provides that the Underwriter will purchase all of the 2016A Bonds, if any are purchased, at a price of \$\_\_\_\_\_, representing the principal amount of the 2016A Bonds, plus original issuance premium of \$\_\_\_\_\_. The University has agreed to pay Underwriter’s fees of \$\_\_\_\_\_ with respect to the 2016A Bonds.

The Underwriter may offer and sell the 2016A Bonds to certain dealers (including dealers depositing the 2016A Bonds in investment trusts) and others at prices lower than the initial offering prices (or prices corresponding to the yields) stated on the inside cover page hereof.

#### **RATINGS**

Moody’s Investors Service has assigned its municipal rating of “\_\_” to the 2016A Bonds. Standard & Poor’s Financial Services LLC, a subsidiary of the McGraw-Hill Companies, has assigned its municipal rating of “\_\_” to the 2016A Bonds.

The ratings reflect only the views of the rating agencies. An explanation of the significance of the ratings may be obtained from the rating agencies. There is no assurance that such ratings will continue for any given period of time or that the ratings may not be revised or withdrawn entirely if, in the judgment of the rating agencies, circumstances so warrant. Any downward revision or withdrawal of such ratings will be likely to have an adverse effect on the market price or marketability of the 2016A Bonds.

#### **LITIGATION**

The University has reported that, as of the date hereof, there is no litigation pending or threatened that, if decided adversely to the interests of the University, would have a materially adverse effect on the operations or financial position of the University. There is no litigation of any nature now pending or threatened restraining or enjoining the issuance or sale of the 2016A

Bonds or in any way contesting or affecting the validity of, or having a material adverse effect on, the 2016A Bonds, the pledge and application of Pledged Revenues, or the existence or powers of the University.

#### APPROVAL OF LEGAL MATTERS

All legal matters incident to the authorization and issuance of the 2016A Bonds are subject to the approval of Hawley Troxell Ennis & Hawley LLP, Bond Counsel to the University. Bond Counsel's approving opinion in the form of Appendix F hereto will be delivered with the 2016A Bonds. Certain legal matters will be passed upon for the University by the Office of General Counsel. Certain matters will be passed upon for the Underwriter by its counsel, Foster Pepper PLLC, and by Hawley Troxell Ennis & Hawley LLP, in its role as Disclosure Counsel to the University. Any opinion delivered by Foster Pepper PLLC will be limited in scope, addressed only to the Underwriter and cannot be relied upon by investors.

#### CONTINUING DISCLOSURE

The University will enter into a Continuing Disclosure Undertaking (the "*Undertaking*") for the benefit of the Beneficial Owners of the 2016A Bonds. Pursuant to the Undertaking, the University will agree to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "*Rule*") adopted by the Securities and Exchange Commission (the "*Commission*"). The information to be provided on an annual basis, the events which will be noticed on an occurrence basis, and a summary of other terms of the Undertaking, including termination, amendment, and remedies, are set forth in the Undertaking, the proposed form of which is attached as APPENDIX E to this Official Statement.

The University has materially complied with its continuing disclosure undertakings, although its filing was 17 days late for Fiscal Year 2013. The University has taken steps to ensure timely future compliance. See "APPENDIX E- PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING- Consequences of Failure of the University to Provide Information." A failure by the University to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the 2016A Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the 2016A Bonds and their market price.

BOISE STATE UNIVERSITY

By \_\_\_\_\_  
Bursar and Vice President  
for Finance and Administration



**APPENDIX A  
AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY  
FOR THE FISCAL YEARS ENDED JUNE 30, 2015 AND 2014**

**APPENDIX B  
SCHEDULE OF STUDENT FEES**

The following table sets forth the Student Fees of the University at the rates in effect for the Fiscal Year 2016. The amounts shown as Annual Estimated Revenue reflect the University's estimates based on actual collections for Fall 2015 and Spring 2016 and estimates of collections for Summer 2016. The University has requested a 6.9% fee increase for Fiscal Year 2017. The Board will approve a fee schedule for Fall 2016 and Spring and Summer 2017 at its April Board meeting, to be held April 13-14, 2016.

The University's estimates include certain assumptions concerning refunds, late fees and other variables with respect to individual fees, such that the annual estimated revenues of each fee are not the numerical product of the fee rates times a constant number for students paying such fees, but nonetheless represent the University's best estimate of fee revenues. The number of students used to calculate Estimated Annual Revenue is less than the total number of full time equivalent students as a result of the University's policy to provide fee waivers or discounts to certain scholarship recipients and to certain employees and spouses of certain employees. Full-time undergraduate students are defined as students taking 12 credit hours or more and full-time graduate students are defined as students taking nine credit hours or more per semester.



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
APRIL 14, 2016**

**ATTACHMENT 1**

**BOISE STATE UNIVERSITY  
ESTIMATED SCHEDULE OF STUDENT FEES  
FOR THE FISCAL YEAR ENDING JUNE 30, 2016<sup>(1)</sup>**

	FULL TIME FEES <sup>(2)</sup>		PART TIME FEES <sup>(2)</sup>			TOTAL ANNUAL ESTIMATED REVENUE
	RATE	ANNUAL ESTIMATED REVENUE	RATE	RATE	ANNUAL ESTIMATED REVENUE	
	PER SEMESTER		PER CREDIT HOUR	PER CREDIT HOUR		
	Fall and Spring	Fall and Spring	Summer(3)			
<b>TUITION</b>	\$2,384.10	\$ 55,746,540	\$176.83	\$177.60	\$ 14,488,693	70,235,232
<b>FACILITY FEES</b>						
General Building Fee	144.00	3,367,099	13.50	13.50	1,104,386	4,471,486
Capital Expen Reserve Fee	5.00	116,913			-	116,913
SUB Construction Fee	27.00	631,331	2.70	2.70	220,877	852,208
Residence Hall Construction Fee	57.00	1,332,810	5.70	5.70	466,296	1,799,107
Facilities Fees	288.79	6,752,671	23.70	22.50	1,903,172	8,655,844
Health and Wellness Ctr. Facility Fee	40.00	935,305	4.00	4.00	327,226	1,262,531
Subtotal Facility Fees	561.79	13,136,130	49.60	48.40	4,021,958	17,158,088.46
<b>TECHNOLOGY FEES</b>						
Information Technology Fee	108.84	2,544,966	9.65	9.65	789,432	3,334,398
Subtotal Technology Fees	108.84	2,544,966	9.65	9.65	789,432	3,334,397.66
<b>ACTIVITY FEES</b>						
Intercollegiate Athletics	114.80	2,684,326	11.12		579,432	3,263,759
Student Health Center	37.50	876,849	4.10	4.10	335,406	1,212,255
Student Union Operations	63.00	1,473,106	6.40	6.90	538,411	2,011,517
Student Life	0.20	4,677	0.13	0.13	10,635	15,311
Finance Office	3.25	75,994	0.38	0.38	31,086	107,080
Promotions & Marketing	6.87	160,639	0.67	0.67	54,810	215,449
Student Involvement & Leadership Cer	19.68	460,170	2.02	2.02	165,249	625,419
Associated Student Body	12.00	280,592	1.65	1.65	134,981	415,572
University News	8.00	187,061	0.40	0.25	28,268	215,329
Student Program Board	6.00	140,296	0.50	0.50	40,903	181,199
Campus Recreation	53.10	1,241,618	5.67	6.00	473,643	1,715,261
Theatre Arts	2.00	46,765	0.20		10,421	57,187
Alumni Activities	3.25	75,994	0.30		15,632	91,626
Scholarships	15.00	350,740			-	350,740
Children's Center	7.00	163,678	0.70	0.70	57,264	220,943
Volunteer Services Board	1.90	44,427	0.10	0.10	8,181	52,608
Marching Band	13.47	314,964	1.30		67,739	382,703
Student Diversity and Inclusion	3.00	70,148	0.30	0.50	30,482	100,630
International Student Serv	0.25	5,846			-	5,846
Multicultural Student Services	0.50	11,691	0.05	0.05	4,090	15,782
MLK fee	1.50	35,074	0.15	0.15	12,271	47,345
Career Center	3.50	81,839	0.25	0.25	20,452	102,291
Spirit Squad	6.50	151,987	0.50		26,054	178,041
Women's Center	1.00	23,383	0.03		1,563	24,946
	383.27	8,961,862	36.92	24.35	2,646,973	11,608,836
<b>TOTAL BOARD APPROVED FEES</b>	\$3,438.00	\$ 80,389,499	\$273.00	\$260.00	\$ 21,947,056	\$ 102,336,554
<b>SUBJECT TO 10% ANNUAL INCREASE RESTRICTION <sup>(4)</sup></b>						
<b>OTHER FEES / TUITION</b>						
Graduate / Professional	645.00	806,309	85.00	67.00	572,461	1,378,770
Non-resident Tuition (net of waivers)	85.00	21,029,033	250.00	67.00	593,390	21,622,423
Western Undergraduate Exchange Fee	1,750.00	3,360,783				3,360,783
In-Service				Varies	519,533	519,533
Faculty Staff Fees		17,189			4,267	21,456
Senior Citizen Fees		5,259			2,316	7,575
Self Support Programs	Varies	9,729,079			2,208,272	11,937,352
<b>OTHER BOARD APPROVED FEES</b>		34,947,652			3,900,240	38,847,892
<b>OTHER CHARGES<sup>(5)</sup></b>	177.00	617,319			6,147,291	6,764,610
<b>TOTAL PLEDGED STUDENT FEES</b>		\$ 115,954,470			\$ 31,994,586	\$ 147,949,056

(1) Includes actual fees and revenues for summer 2015 and the fall 2015 semester; and estimated fees and revenues for the spring 2016 semester.  
(2) Full-time undergraduate fees are charged to undergraduate students taking 12 or more credit hours. Full-time Graduate fees are charged to graduate students taking nine or more credits. Part-time credit hour fees are charged to students taking 11 or fewer credit hours.  
(3) For Summer, the part-time credit hour fee is charged regardless of the number of credits.  
(4) Board policy limits requests for increases in these fees to 10% annually unless it grants special approval for such requests prior to the April fee-setting meeting.  
(5) Board policy allows a variety of charges to be assessed by the University to support specific activities. These fees are only charged to students that engage in these particular activities. Examples include special course fees to supply labs and continuing education fees as well as fines for late payment, parking tickets or library charges. Fees for services such as orientation are also included in this line item.

**APPENDIX C  
GLOSSARY OF TERMS USED  
IN THE RESOLUTION AND OFFICIAL STATEMENT**

**APPENDIX D  
SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION**

**APPENDIX E  
PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING**

**APPENDIX F  
PROPOSED FORM OF OPINION OF BOND COUNSEL**

**APPENDIX G**  
**BOOK ENTRY ONLY SYSTEM**

**T H E   D E P O S I T O R Y   T R U S T   C O M P A N Y**

**SAMPLE OFFERING DOCUMENT LANGUAGE**  
**DESCRIBING BOOK-ENTRY-ONLY ISSUANCE**

(Prepared by DTC--bracketed material may apply only to certain issues)

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests

in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.



---

---

**SUPPLEMENTAL RESOLUTION**

Authorizing the Issuance and Providing for the Sale of

**BOISE STATE UNIVERSITY**  
**GENERAL REVENUE REFUNDING BONDS, SERIES 2016A**

Adopted April \_\_\_\_, 2016

---

---

**TABLE OF CONTENTS**

	Page
ARTICLE I DEFINITIONS .....	2
Section 101. Definitions.....	2
Section 102. Authority for Supplemental Resolution.....	4
Section 103. Effective Date .....	4
ARTICLE II AUTHORIZATION, TERMS AND ISSUANCE OF 2016A Bonds .....	4
Section 201. Authorization of 2016A Bonds, Principal Amounts, Designation, and Confirmation of Pledged Revenues .....	4
Section 203. Issue Date.....	4
Section 204. Authorization of Actions Preliminary to Sale of 2016A Bonds. ....	4
Section 205. Sale of 2016A Bonds and Related Documents; Delegation Authority.....	5
Section 206. Execution and Delivery of 2016A Bonds .....	6
Section 207. Redemption of 2016A Bonds.....	7
Section 208. Form of 2016A Bonds .....	7
Section 209. Book-Entry Only System.....	7
Section 210. Successor Securities Depository.....	8
ARTICLE III CREATION OF ACCOUNTS, APPLICATION OF BOND PROCEEDS.....	9
Section 301. Creation of 2016 Cost of Issuance Account .....	9
Section 302. Application of Proceeds of 2016A Bonds .....	9
ARTICLE IV REFUNDING .....	9
Section 401. Refunding and Defeasance of Refunded Bonds .....	9
Section 402. Escrow Securities.....	10
ARTICLE V MISCELLANEOUS .....	10
Section 501. Other Actions With Respect to 2016A Bonds .....	10
Section 502. Partial Invalidity.....	11
Section 503. Conflicting Resolutions .....	11
Schedule 1 – Schedule of Refunding Candidates	
Exhibit A – Form of Bond Purchase Agreement	
Exhibit B – Form of Continuing Disclosure Undertaking	
Exhibit C – Form of Delegation Certificate	
Exhibit D – Form of 2016 Bond	
Exhibit E – Form of Escrow Agreement	

**SUPPLEMENTAL RESOLUTION**

SUPPLEMENTAL RESOLUTION of the Board of Trustees of Boise State University authorizing the issuance of General Revenue Refunding Bonds, Series 2016A, of Boise State University; delegating authority to approve the terms and provisions of the Bonds in the principal amount of up to \$\_\_\_\_\_ ; authorizing the execution and delivery of a Bond Purchase Agreement upon sale of the Bonds, and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2016A Bonds.

\* \* \* \* \*

WHEREAS, Boise State University (the “**University**”) is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho; and

WHEREAS, the Idaho State Board of Education, acting in its capacity as the Board of Trustees of the University (the “**Board**”), is authorized, pursuant to the Constitution of the State of Idaho, title 33, chapter 38, Idaho Code, and title 57, chapter 5, Idaho Code (collectively, the “**Act**”), to issue bonds to finance or refinance “projects,” as defined in such Act; and

WHEREAS, on September 17, 1992, the Board adopted a resolution providing for the issuance of revenue bonds thereunder pursuant to supplemental resolutions thereof for future projects or refinancing purposes, which resolution has been amended and supplemented from time to time (as amended and supplemented, the “**Resolution**”); and

WHEREAS, the University is authorized under the provisions of Article VII of the Resolution to issue Additional Bonds (as defined in the Resolution) upon compliance with the requirements thereof; and

WHEREAS, (i) on January 8, 2007, the Board adopted a Supplemental Resolution providing for the issuance of \$96,365,000 General Revenue and Refunding Bonds, Series 2007A, which were issued on January 30, 2007 (the “**2007A Bonds**”); (ii) on February 26, 2009, the Board adopted a Supplemental Resolution providing for the issuance of \$42,595,000 General Revenue and Refunding Bonds, Series 2009A, which were issued on March 19, 2009 (the “**2009A Bonds**”);

WHEREAS, Schedule 1 attached hereto specifically identifies certain of the 2007A Bonds and 2009A Bonds which are subject to refunding pursuant to the Resolution (the “**Refunding Candidates**”); and

WHEREAS, the Board has determined that (i) certain of the University’s 2007A Bonds (the portion of such bonds to be refunded being referred to herein as the “**2007A Refunded Bonds**”), and (ii) certain of the University’s 2009A Bonds (the portion of such bonds to be

refunded being referred to herein as the “**2009A Refunded Bonds**,” and, collectively with the 2007A Refunded Bonds, the “**Refunded Bonds**”), may be refunded at a debt service savings to the University; and

WHEREAS, to provide funds to refund the Refunded Bonds and to pay the Costs of Issuance thereof, the Board desires to authorize the issuance of its General Revenue Refunding Bonds, Series 2016A (the “**Series 2016A Bonds**” or “**2016A Bonds**”); and

WHEREAS, pursuant to Section 57-235, Idaho Code, the Board desires to delegate authority, in accordance with the specific instructions and procedures set forth herein, for determination and approval of certain final terms and provisions of the 2016A Bonds and other matters.

NOW, THEREFORE, be it resolved by the Board of Trustees of Boise State University as follows:

## **ARTICLE I DEFINITIONS**

### **Section 101. Definitions.**

(a) Certain terms are defined in the preambles hereto. Except as provided in the preambles and subparagraph (b) of this Section, all capitalized terms contained in this Supplemental Resolution shall have the same meanings as set forth in the Resolution.

(b) As used in this Supplemental Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

“**Bond Purchase Agreement**” means the Bond Purchase Agreement between the Board and the Underwriter in substantially the form authorized in Section 204 herein, setting forth the terms and conditions of the negotiated sale of the 2016A Bonds, the final version of which to be presented to the Delegated Officer of the University for approval and execution upon sale of the 2016A Bonds.

“**Bond Register**” means the registration records of the University, maintained by the Trustee, on which shall appear the names and addresses of the Registered Owners of the 2016A Bonds.

“**Book-Entry System**” means the book-entry system of registration of the 2016A Bonds described in Section 209 of this Supplemental Resolution.

“**Cede & Co.**” means Cede & Co., as nominee of DTC.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the regulations promulgated thereunder.

“**Continuing Disclosure Undertaking**” means the Continuing Disclosure Undertaking with respect to the 2016A Bonds authorized by Section 204 of this Supplemental Resolution.

“**DTC**” means The Depository Trust Company, New York, New York.

“**DTC Participants**” means those financial institutions for whom the Securities Depository effects book entry transfers and pledges of securities deposited with the Securities Depository.

“**Delegated Officer**” means the Bursar or President of the University.

“**Delegation Certificate**” means the Certificate as to Bond Pricing and Related Matters signed and delivered by the Delegated Officer to approve the final terms and provisions of the 2016A Bonds upon the sale thereof, substantially in the form of **Exhibit C** hereto.

“**Escrow Account**” means the account, or subaccounts thereunder, created under the Escrow Agreement for the refunding of the Refunded Bonds.

“**Escrow Agent**” means The Bank of New York Mellon Trust Company, N.A., as escrow agent under the Escrow Agreement.

“**Escrow Agreement**” means the Escrow Agreement dated as of the date of delivery of the 2016A Bonds between the University and the Escrow Agent, providing for the defeasance and redemption of the Refunded Bonds, authorized by Section 401 of this Supplemental Resolution.

“**Escrow Securities**” shall mean direct obligations of the United States of America, or other securities, the principal and interest of which are unconditionally guaranteed by the United States of America, and including certificates evidencing ownership of serially maturing interest payments and principal payments on United States Treasury Notes or Bonds.

“**Refunded Bonds**” means the 2007A Refunded Bonds and the 2009A Refunded Bonds in the principal amounts and maturing in the years specifically identified in the Delegation Certificate, as approved by the Delegated Officer upon sale of the 2016A Bonds.

“**Regulations**” means the treasury regulations promulgated under the Code and those provisions of the treasury regulations originally promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, which remain in effect under the Code.

“**Representation Letter**” means the Blanket Representations Letter from the University to DTC dated June 18, 1999.

“**Resolution**” means the Resolution providing for the issuance of revenue bonds adopted by the Board on September 17, 1992, as previously amended and supplemented, and as further amended and supplemented by this Supplemental Resolution.

“**Securities Depository**” means DTC or any successor Securities Depository appointed pursuant to Section 210.

“**Supplemental Resolution**” means this Supplemental Resolution adopted by the Board on April \_\_, 2016, authorizing the issuance of the 2016A Bonds upon the sale thereof, setting

forth certain requirements of the terms of sale of the 2016A Bonds, delegating authority to approve the final terms and provisions of the 2016A Bonds, and providing for related matters.

“**Trustee**” means The Bank of New York Mellon Trust Company, N.A., having an office in San Francisco, California, as successor trustee, and its successors and permitted assigns pursuant to the Resolution, as paying agent, trustee, and registrar for the 2016A Bonds.

“**2016 Costs of Issuance Account**” means the account created pursuant to Section 301 of this Supplemental Resolution, to be established, held and administered by the Escrow Agent from which the Costs of Issuance of the 2016A Bonds shall be paid by the Escrow Agent.

“**Underwriter**” means Barclays Capital Inc.

The terms “**hereby**,” “**hereof**,” “**hereto**,” “**herein**,” “**hereunder**,” and any similar terms as used in this Supplemental Resolution refer to this Supplemental Resolution.

**Section 102. Authority for Supplemental Resolution.** This Supplemental Resolution is adopted pursuant to the provisions of the Act and the Resolution.

**Section 103. Effective Date.** This Supplemental Resolution contemplates the issuance and sale of the 2016A Bonds through a delegation of authority as provided in Section 205 hereof. Unless the context clearly indicates otherwise -- for example, the provisions of Section 204(a) through Section 204(c) take effect upon adoption of this Supplemental Resolution-- this Supplemental Resolution shall not take effect and no provision thereof shall be binding upon the University unless and until the 2016A Bonds are sold and issued.

## ARTICLE II

### AUTHORIZATION, TERMS AND ISSUANCE OF 2016A Bonds

**Section 201. Authorization of 2016A Bonds, Principal Amounts, Designation, and Confirmation of Pledged Revenues.** In order to provide funds for refunding the Refunded Bonds, and to pay Costs of Issuance of the 2016A Bonds, and in accordance with and subject to the terms, conditions and limitations established in the Resolution and this Supplemental Resolution, one or more series of tax-exempt and/or taxable general revenue bonds are hereby authorized to be issued in the aggregate principal amount of up to \$\_\_\_\_\_. Each series of bonds shall be designated as follows: “General Revenue Refunding Bonds, Series 2016\_\_.” The 2016A Bonds shall be issued as Additional Bonds under the Resolution in fully-registered form, without coupons, in denominations of \$5,000 each or any integral multiple thereof.

The 2016A Bonds are secured by the pledge of the Pledged Revenues under Section 5.1 of the Resolution, equally and ratably with all Bonds issued under the Resolution.

**Section 203. Issue Date.** The 2016A Bonds shall be dated the date of their original issuance and delivery.

**Section 204. Authorization of Actions Preliminary to Sale of 2016A Bonds.**

(a) The Board desires to sell the 2016A Bonds pursuant to negotiated sale to the Underwriter pursuant to the Act.

(b) The Preliminary Official Statement (the “POS”), in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Bursar shall approve, is hereby authorized, and the actions of the University, including the certification by the Bursar as to the “deemed finality” of the POS pursuant to Rule 15c2-12 of the Securities Exchange Commission adopted pursuant to the Securities Exchange Act of 1934, as amended (“**Rule 15c2-12**”) in connection with the offering of the 2016A Bonds, are hereby acknowledged, approved and ratified.

(c) The Bond Purchase Agreement in substantially the form attached hereto as **Exhibit A**, with such changes, omissions, insertions and revisions as the Delegated Officer shall approve, is hereby ratified and approved. Upon the sale of the 2016A Bonds, the Delegated Officer is hereby authorized to execute and deliver the Bond Purchase Agreement to the Underwriter. The President of the University and the Bursar of the University are authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Agreement and to carry the same into effect.

(d) Upon the sale of the Bonds, the POS together with such changes, omissions, insertions and revisions to reflect the final terms and provisions of the 2016A Bonds (hereafter referred to as the “**Official Statement**”), shall be approved and signed by the Bursar or President of the University to authorize delivery thereof to the Underwriter for distribution to prospective purchasers of the 2016A Bonds and other interested persons.

(e) In order to comply with subsection (b)(5) of Rule 15c2-12, the Underwriter has provided in the Bond Purchase Agreement that it is a condition to delivery of the 2016A Bonds that the University and the Trustee, as disclosure agent thereunder, shall have executed and delivered the Continuing Disclosure Undertaking. The Continuing Disclosure Undertaking in substantially the form attached hereto as **Exhibit B** is hereby ratified and approved in all respects, and the Board authorizes the Underwriter to include a copy thereof in the POS and Official Statement. Upon delivery of the 2016A Bonds, the Bursar or President of the University is hereby authorized to execute and deliver the Continuing Disclosure Undertaking. Such Continuing Disclosure Undertaking shall constitute the University’s undertaking for compliance with Rule 15c2-12.

(f) The Escrow Agreement between the University and the Escrow Agent, in substantially the form attached hereto as **Exhibit E**, is hereby authorized and approved, and, prior to the issuance of the 2016A Bonds, the Bursar or President of the University is hereby authorized, empowered and directed to execute and deliver the Escrow Agreement on behalf of the Board and the University, with such changes to the Escrow Agreement from the form presented to the Board as are approved by such officer, the execution thereof to constitute conclusive evidence of such approval. The Bursar is hereby authorized to perform all such acts as may be necessary or advisable to comply with the Escrow Agreement or to carry out or give effect to the Escrow Agreement

**Section 205. Sale of 2016A Bonds and Related Documents; Delegation Authority.**

(a) Pursuant to Section 57-235, Idaho Code, as amended, the Board hereby delegates to the University's Bursar or President of the University (each acting solely, the "**Delegated Officer**") the power to make the following determinations on the date of sale of the 2016A Bonds, without any requirement that the members of the Board meet to approve such determinations, but subject to the limitations provided:

(i) The rates of interest to be borne on the 2016A Bonds, provided that the interest rates on the portion of the 2016A Bonds allocated to refunding the Refunded Bonds shall not exceed the rates that will achieve an aggregate dollar amount of savings on the Refunded Bonds, the net present value of which, computed using as a present value factor the yield (as defined in the Regulations) on the 2016A Bonds, shall equal not less than three percent (3.0%) of the principal amount of the Refunded Bonds taken as a whole.

(ii) The aggregate principal amount of the 2016A Bonds, including issuing the 2016A Bonds in one or more series at separate times if needed.

(iii) The amount of principal of the 2016A Bonds maturing, or subject to mandatory sinking fund redemption in any particular year, and the rate of interest accruing thereon.

(iv) The maturities and amounts of the Refunded Bonds.

(v) The final maturity of the 2016A Bonds; provided that the final maturity date of the 2016A Bonds shall not be later than the last maturity of the Refunded Bonds.

(vi) The price at which the Bonds will be sold (including any underwriter's discount, original issue premium and original issue discount), provided that the underwriter's discount shall not exceed \_\_\_% of the principal amount of the Bonds.

(vii) The dates, if any, on which, and the prices at which, the 2016A Bonds will be subject to optional redemption.

(viii) The terms of any contract for credit enhancement of the Bonds.

(b) Upon the sale of the 2016A Bonds, the Delegated Officer shall execute a Delegation Certificate that is attached hereto as **Exhibit C** and is incorporated by reference herein reflecting the final terms and provisions of the 2016A Bonds and certifying that the final terms and provisions of the 2016A Bonds are consistent with, not in excess of and no less favorable than the terms set forth in subparagraph (a) above.

**Section 206. Execution and Delivery of 2016A Bonds.** The 2016A Bonds shall be manually executed on behalf of the University by the President of the Board, countersigned by the Bursar of the University, and attested by the Secretary to the Board. The 2016A Bonds shall be delivered to the Underwriter upon compliance with the provisions of Section 3.2 of the Resolution and at such time and place as provided in, and subject to, the provisions of the Bond Purchase Agreement.



**Section 207. Redemption of 2016A Bonds.** Upon the sale of the 2016A Bonds, the 2016A Bonds will be subject to redemption pursuant to the terms of the Bond Purchase Agreement, as approved by the Delegated Officer, and if subject to redemption, the following provisions shall apply:

(a) Selection for Redemption. If less than all Series 2016A Bonds are to be redeemed, the particular maturities of such Series 2016A Bonds to be redeemed and the principal amounts of such maturities to be redeemed shall be selected by the University. If less than all of the Bonds of any maturity of the Series 2016A Bonds are to be redeemed, the Series 2016A Bonds to be redeemed will be selected by lot. If less than all of a Series 2016A Bond that is subject to mandatory sinking fund redemption is to be redeemed, the redemption price shall be applied to such mandatory sinking fund installments as the University shall direct.

(2) Notice of Redemption:

The Resolution requires the Trustee to give notice of any redemption of the 2016A Bonds not less than 35 days nor more than 60 days prior to the redemption date, by first class mail, postage prepaid, addressed to the registered owners of such 2016A Bonds to be redeemed at the addresses appearing on the registry books kept by the Trustee. With respect to any notice of optional redemption of 2016A Bonds, unless upon the giving of such notice such 2016A Bonds shall be deemed to have been paid within the meaning of the Resolution, such notice may state that the redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the 2016A Bonds to be redeemed, and that if such money shall not have been so received, the notice shall be of no force and effect and the University shall not be required to redeem such 2016A Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee will promptly thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

**Section 208. Form of 2016A Bonds.** The 2016A Bonds are hereby authorized to be issued in the form set forth in **Exhibit D** attached hereto and incorporated herein by this reference, with such revisions and designations as required pursuant to the terms of sale thereof.

**Section 209. Book-Entry Only System.**

(a) The 2016A Bonds shall initially be registered on the Bond Register in the name of Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the 2016A Bonds, except in the event that the Trustee issues Replacement Bonds, as defined and provided below. It is anticipated that during the term of the 2016A Bonds, the Securities Depository will make book-entry transfers among the DTC Participants and receive and transmit payments of principal of and interest on the 2016A Bonds until and unless the Trustee authenticates and delivers Replacement Bonds to the Beneficial Owners as described below. So long as any of the 2016A Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if applicable, and interest on the 2016A Bonds and all notices with respect to the 2016A Bonds shall be made and given in the manner provided in the Representation Letter.

(b) If the Securities Depository determines to discontinue providing its services with respect to the 2016A Bonds, and the University cannot obtain a qualified successor Securities Depository, or if the University determines not to use the Book-Entry System of the Securities Depository, the University shall execute, and the Trustee shall authenticate and deliver, one or more 2016 Bond certificates (the “**Replacement Bonds**”) to the DTC Participants in principal amounts and maturities corresponding to the identifiable Beneficial Owners’ interests in the 2016A Bonds, with such adjustments as the Trustee may find necessary or appropriate as to accrued interest and previous calls for redemption, if any. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one 2016 Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds.

(c) With respect to 2016A Bonds registered in the name of Cede & Co. as nominee for the Securities Depository, neither the University nor the Trustee shall have any responsibility to any Beneficial Owner with respect to:

(i) the sending of transaction statements, or maintenance, supervision, or review of records of the Securities Depository;

(ii) the accuracy of the records of the Securities Depository or Cede & Co. with respect to any ownership interest in the 2016A Bonds;

(iii) the payment to any Beneficial Owner, or any person other than the Securities Depository, of any amount with respect to principal of, interest on, or redemption premium, if any, on the 2016A Bonds; or

(iv) any consent given or other action taken by the Securities Depository or Cede & Co. as owner of the 2016A Bonds.

(d) The Representation Letter previously executed and delivered by the University to DTC is for the purpose of effectuating the initial Book-Entry System for the 2016A Bonds through DTC as Securities Depository and shall not be deemed to amend, supersede or supplement the terms of this Supplemental Resolution, which are intended to be complete without reference to the Representation Letter. In the event of any conflict between the terms of the Representation Letter and the terms of this Supplemental Resolution, the terms of this Supplemental Resolution shall control. The Securities Depository may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

**Section 210. Successor Securities Depository.** In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation, the Trustee, with the written consent of the University, may appoint a successor Securities Depository, provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the

successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation. Upon the appointment of a successor Securities Depository, the former Securities Depository shall surrender the 2016A Bonds to the Trustee for transfer to the successor Securities Depository, and the Trustee shall cause the authentication and delivery of 2016A Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

**ARTICLE III  
CREATION OF ACCOUNTS, APPLICATION OF BOND PROCEEDS**

**Section 301. Creation of 2016 Costs of Issuance Account.** There is hereby established in the hands of the Escrow Agent a separate account designated as the “2016 Costs of Issuance Account.” Moneys in the 2016 Costs of Issuance Account shall be used for the payment of Costs of Issuance of the 2016A Bonds or, pending payment of costs, invested pursuant to the Escrow Agreement. Any moneys remaining in the 2016 Costs of Issuance Account forty-five (45) days after issuance of the 2016A Bonds shall be transferred promptly to the University’s Bond Fund held by the Trustee to pay debt service on the 2016A Bonds.

**Section 302. Application of Proceeds of 2016A Bonds Upon Sale Thereof.** Pursuant to the Written Certificate of the University to be delivered prior to the issuance of the 2016A Bonds, the proceeds of the sale of the 2016A Bonds (net of the Underwriter’s fee for its services with respect to the 2016A Bonds) shall be deposited as follows:

(i) Proceeds of the Series 2016A Bonds in the amount reflected in the Written Certificate shall be wired to the Escrow Agent for deposit into the Escrow Account, in trust, which shall be directed by the University to be invested as contemplated by the Escrow Agreement and in accordance with the provisions of Section 57-504, Idaho Code (except for any amount to be retained as cash) to defease the Refunded Bonds.

(ii) Proceeds of the Series 2016A Bonds in the amount reflected in the Written Certificate shall be wired to the Escrow Agent for deposit into the 2016 Costs of Issuance Account to pay Costs of Issuance of the Series 2016A Bonds pursuant to Written Certificate of the University.

**ARTICLE IV  
REFUNDING**

**Section 401. Refunding and Defeasance of Refunded Bonds.** In the event the 2016A Bonds are sold and issued pursuant to the authority delegated in Section 205 hereof, the Refunded Bonds shall be irrevocably called for redemption on their respective redemption dates and shall be refunded with proceeds of the 2016A Bonds, together with proceeds of investment, as provided in Section 302 hereof and in the Escrow Agreement. Notices of defeasance and redemption of the Refunded Bonds shall be given as provided in the Escrow Agreement and pursuant to the Resolution, the applicable Supplemental Resolutions, and the Representation Letter.

Pursuant to the Escrow Agreement the University shall irrevocably set aside for and pledge to the Refunded Bonds moneys and Escrow Securities in amounts which, together with known earned income from the Escrow Securities, will be sufficient in amount to pay the principal of, interest on, and any redemption premiums on the Refunded Bonds as the same become due and to redeem the Refunded Bonds on the respective redemption date. Based upon the foregoing as shall be verified by the report of The Arbitrage Group, Inc., the Refunded Bonds will be defeased upon deposit of such moneys and Escrow Securities immediately following the delivery of the 2016A Bonds.

After all the Refunded Bonds shall have become due and payable upon maturity or pursuant to call for redemption, any investments remaining in the Escrow Account shall be liquidated and any proceeds of liquidation over and above the amount necessary to be retained for the payment of Refunded Bonds not yet presented for payment, including interest due and payable, shall be paid over to the University for deposit into the Bond Fund.

**Section 402. Escrow Securities.** Pursuant to the Escrow Agreement, Escrow Securities shall be purchased with proceeds of the 2016A Bonds and deposited into the Escrow Account to defease the Refunded Bonds. In the event that state and local government series securities (SLGS) are not available for purchase, the Board authorizes a request for bids be issued on behalf of the University by a bidding agent (the “**Bidding Agent**”), to solicit bids to provide certain Escrow Securities purchased on the open market for deposit into the Escrow Account pursuant to the Escrow Agreement (the “**Open Market Securities**”). The University is authorized to direct that the Bidding Agent solicit bids for the Open Market Securities in a manner that will avail the University of the safe harbor for establishing the yield on the Escrow Securities contained in Section 1.148-5(d)(6)(iii) of the Regulations.

Upon determination by the Bidding Agent of the best bid for providing the Open Market Securities, the Bursar of the University or President of the University is hereby authorized to accept the bid and to do or perform all such acts as may be necessary or advisable to evidence the University’s acceptance and approval of the bid and to carry the same into effect.

The officials of the University are directed to obtain from the Bidding Agent prior to issuance of the 2016A Bonds, such certifications as shall be necessary to evidence the University’s compliance with Section 1.148-5(d)(6)(iii) of the Regulations.

**ARTICLE V**  
**MISCELLANEOUS**

**Section 501. Other Actions With Respect to 2016A Bonds.** The officers and employees of the University shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the sale and issuance of the 2016A Bonds, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the 2016A Bonds. All actions heretofore taken in connection therewith are hereby ratified, approved and consummated.

If the President of the Board or the Bursar shall be unavailable to execute the 2016A Bonds or the other documents that they are hereby authorized to execute, the same may be executed by any Vice President of the Board.

**Section 502. Partial Invalidity.** If any one or more of the covenants or agreements, or portions thereof, provided in the Resolution or this Supplemental Resolution, should be contrary to law, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of the Resolution, this Supplemental Resolution or the 2016A Bonds, but the holders of the 2016A Bonds shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

**Section 503. Conflicting Resolutions.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

*[The remainder of this page has been left blank intentionally;  
the following page is the execution page.]*

ADOPTED AND APPROVED this \_\_\_ day of \_April, 2016.

BOARD OF TRUSTEES OF BOISE STATE  
UNIVERSITY

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

SCHEDULE 1

SCHEDULE OF REFUNDING CANDIDATES

**Series 2007A Refunded Bonds: Call Date: 4/1/2017**

<u>April 1</u> <u>Year</u>	<u>Amount**</u>	<u>Interest</u>	<u>CUSIP</u> <u>097464</u>
2018	\$ 1,060,000	5.000%	SN2
2019	1,115,000	5.000	SP7
2020	2,315,000	4.375	SQ5
2021	2,415,000	4.000	SR3
2022	2,310,000	4.375	SS1
2023	2,415,000	4.500	ST9
2024	900,000	4.400	YJ4
2025	940,000	4.400	YK1
2026	985,000	4.400	YL9
2027	1,030,000	4.450	YM7
2037	4,165,000	4.375	TA9
2032*	9,905,000	4.250	YN5
2036*	14,225,000	4.750	SZ5

\* Term bond stated maturity

\*\*Amounts proposed to be refunded represent a portion of the outstanding principal for each maturity.

**Series 2009A Refunded Bonds: Call Date: 4/1/2019**

<u>April 1</u> <u>Year</u>	<u>Amount</u>	<u>Interest</u>	<u>CUSIP</u> <u>097464</u>
2020	\$ 825,000	4.000%	UH2
2021	860,000	4.000	UJ8
2022	895,000	4.125	UK5
2023	930,000	4.250	UL3
2024	975,000	4.500	UM1
2025	1,015,000	4.500	UN9
2026	1,065,000	4.625	UP4
2029*	3,480,000	4.750	UQ2
2034*	6,660,000	5.000	UR0
2039*	8,490,000	5.000	US8

\* Term bond stated maturity



**EXHIBIT A**

**FORM OF BOND PURCHASE AGREEMENT**

**EXHIBIT B**

**FORM OF CONTINUING DISCLOSURE UNDERTAKING**

**EXHIBIT C**

**FORM OF DELEGATION CERTIFICATE**

EXHIBIT D

[FORM OF 2016A BONDS]

R-\_\_\_\_\_

\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF IDAHO

BOISE STATE UNIVERSITY  
GENERAL REVENUE REFUNDING BONDS,  
SERIES 2016A

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP NO.
_____%	April 1, _____	_____, 2016	097464_____

Registered Owner: CEDE & CO.

Principal Amount: \_\_\_\_\_ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that Boise State University, a body politic and corporate and an institution of higher education of the State of Idaho (the "University"), for value received, hereby promises to pay, from the Bond Fund (as defined in the hereinafter defined Resolution), to the registered owner identified above, or registered assigns, on the maturity date specified above, the principal sum indicated above, and to pay interest thereon from the Bond Fund from the dated date hereof, or the most recent date to which interest has been paid or duly provided for, at the rate per annum specified above, payable on October 1, 2016, and semiannually on each April 1 and October 1 thereafter, until the date of maturity or prior redemption of this Bond. Interest shall be calculated on the basis of a 360-day year and twelve 30-day months.

THIS BOND IS AN OBLIGATION OF THE UNIVERSITY PAYABLE SOLELY IN ACCORDANCE WITH THE TERMS HEREOF AND IS NOT AN OBLIGATION, GENERAL, SPECIAL, OR OTHERWISE OF THE STATE OF IDAHO, DOES NOT CONSTITUTE A DEBT, LEGAL, MORAL, OR OTHERWISE OF THE STATE OF IDAHO, AND IS NOT ENFORCEABLE AGAINST THE STATE, NOR SHALL PAYMENT HEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE UNIVERSITY OTHER THAN THE

REVENUES, FEES, AND CHARGES PLEDGED THERETO IN THE RESOLUTION. The principal of, interest on, and redemption price of this Bond is payable solely from Pledged Revenues, which consist principally of revenues from certain student fees and enterprises, as more particularly set forth in the Resolution. Pursuant to the Resolution, sufficient revenues have been pledged and will be set aside into the Bond Fund to provide for the prompt payment of the principal of, interest on, and redemption price of this Bond. For a more particular description of the Bond Fund, the revenues to be deposited therein, and the nature and extent of the security for this Bond, reference is made to the provisions of the Resolution.

Principal of and interest on this Bond are payable in lawful money of the United States of America to the registered owner hereof whose name and address shall appear on the registration books of the University (the "Bond Register") maintained by The Bank of New York Mellon Trust Company, N.A. (the "Trustee"). Interest shall be paid to the registered owner whose name appears on the Bond Register on the 15th day of the calendar month next preceding the interest payment date, at the address appearing on the Bond Register, and shall be paid to such registered owner on the due date, by check or draft of the Trustee or by wire or other transfer, at the address appearing on the Bond Register or at such other address as may be furnished in writing by such registered owner to the Trustee. Principal shall be paid to the registered owner upon presentation and surrender of this Bond at the designated corporate trust office of the Trustee on or after the date of maturity or prior redemption.

This Bond is one of the General Revenue Refunding Bonds, Series 2016A (the "Bonds") of the University issued in the aggregate principal amount of \$\_\_\_\_\_ for the purpose of refunding certain outstanding Bonds of the University and paying Costs of Issuance thereof. The Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly title 33, chapter 38, Idaho Code, title 57, chapter 5, Idaho Code, and a Resolution providing for the issuance of revenue bonds, duly adopted and authorized by the Board of Trustees of the University (the "Board") on September 17, 1992, as previously supplemented and amended, and as further supplemented and amended by a Supplemental Resolution adopted by the Board on April \_\_, 2016, authorizing the issuance of the Bonds (collectively, the "Resolution"). All capitalized terms used in this Bond and not defined herein shall have the meanings of such terms as defined in the Resolution.

***[Final redemption provisions to be inserted]***

Notice of redemption shall be given by mailing notice to the registered owner thereof not less than 35 days nor more than 60 days prior to the redemption date at the address shown on the Bond Register or at such other address as may be furnished in writing by such registered owner to the Trustee. Provided that funds for the redemption price, together with interest to the redemption date, are on deposit at the place of payment at such time, the Bonds shall cease to accrue interest on the specified redemption date and shall not be deemed to be outstanding as of such redemption date.

The Bonds are initially issued in the form of a separate certificated, fully-registered Bond for each maturity and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC").

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE UNIVERSITY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Upon any partial redemption of this Bond, Cede & Co., in its discretion, may request the Trustee to authenticate a new Bond or shall make an appropriate notation with respect to this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Trustee prior to payment.

The Bonds shall not be transferable or exchangeable except as set forth in the Resolution. This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing, upon presentation and surrender of this Bond at the designated corporate trust office of the Trustee. Upon such transfer, a new Bond, of the same denomination, maturity, and interest rate will be issued to the transferee in exchange therefor.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond do exist, have happened, been done, and performed, and that the issuance of this Bond and the other bonds of this issue does not violate any constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the University may incur.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Board has caused this Bond to be executed by the President of the Board, countersigned by the Bursar of the University, and attested by the Secretary to the Board, and the official seal of the University to be imprinted hereon, as of this \_\_\_\_ day of \_\_\_\_\_, 2016.

**BOARD OF TRUSTEES**  
**BOISE STATE UNIVERSITY**

By: \_\_\_\_\_  
President  
Board of Trustees

By: \_\_\_\_\_  
Bursar

ATTESTED BY:

\_\_\_\_\_  
Secretary to Board of Trustees

[SEAL]

**[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]**

This Bond is one of the Boise State University General Revenue Refunding Bonds, Series 2016A, described in the within-mentioned Resolution.

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Trustee

By: \_\_\_\_\_  
Authorized Signature

Date of Authentication: \_\_\_\_\_

\* \* \* \* \*



[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Bond shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common  
TEN ENT - as tenants by the entirety  
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - under Uniform Transfers to Minors Act

\_\_\_\_\_  
(Cust) (Minor)  
\_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the list above.

For value received \_\_\_\_\_ hereby sells, assigns and transfers unto \_\_\_\_\_

INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

\_\_\_\_\_  
(Please Print or Typewrite Name and Address of Assignee)

the within Bond of BOISE STATE UNIVERSITY, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\* \* \* \* \*

**EXHIBIT E**

**FORM OF ESCROW AGREEMENT**

FP DRAFT 2/[29]/16

BOISE STATE UNIVERSITY

\$\_[ ]  
GENERAL REVENUE REFUNDING BONDS,  
SERIES 2016A

BOND PURCHASE AGREEMENT

April 13, 2016

Boise State University  
Attn: Stacy Pearson, Bursar and Vice President  
for Finance and Administration  
1910 University Drive  
Boise, Idaho 83725

Ladies and Gentlemen:

The undersigned, Barclays Capital Inc., as underwriter (the “*Underwriter*”), hereby offers to enter into this Bond Purchase Agreement (the “*Purchase Agreement*”) with Boise State University (the “*University*”), which, upon the acceptance by the University of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon the University and the Underwriter.

This offer is made subject to your acceptance and approval on or before 5:00 p.m. Mountain Time on the date hereof, and until so accepted will be subject to withdrawal by the Underwriter upon notice delivered to the University by the Underwriter at any time prior to the execution and acceptance hereof by the University. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter defined Resolution.

ARTICLE I

*Section 1.1. Purchase and Sale.* Upon the terms and conditions and upon the basis of the representations, warranties and covenants herein set forth, the Underwriter hereby agrees to purchase from the University, and the University hereby agrees to sell to the Underwriter, all, but not less than all, of the University’s \$[ ] General Revenue Refunding Bonds, Series 2016A (the “*2016A Bonds*”). The purchase price of the 2016A Bonds shall be \$[ ], representing the principal amount of the 2016A Bonds, plus net original issue premium of \$[ ] (the “*Purchase Price*”). In consideration for the services of the Underwriter, the University agrees to pay to the Underwriter a fee of \$[ ] (the “*Underwriter’s Fee*”).

*Section 1.2. The 2016A Bonds.* The proceeds of the 2016A Bonds will be used (a) to refund certain of the University's outstanding bonds set forth in SCHEDULE I hereto (the "*Refunded Bonds*") and (b) to pay costs of issuing the 2016A Bonds.

The 2016A Bonds shall be dated as of their date of delivery, shall bear interest at the rates, mature in the amounts and on the dates as set forth in SCHEDULE I hereto, and shall be subject to redemption prior to maturity as set forth in the Supplemental Resolution (defined below). The 2016A Bonds shall be issued pursuant to the Resolution Providing for the Issuance of General Revenue Bonds, adopted on September 17, 1992, as previously supplemented and amended (the "*Master Resolution*"), and as further supplemented by a Supplemental Resolution adopted on April 13, 2016 (the "*Supplemental Resolution*" and, together with the Master Resolution, the "*Resolution*") by the State Board of Education, acting in its capacity as the Board of Trustees of the University (the "*Board*").

The 2016A Bonds will be payable from and secured by a pledge of certain revenues of the University (as defined in the Resolution, the "*Pledged Revenues*"), on a parity with all bonds now outstanding under the Resolution and any additional bonds hereafter issued under the Resolution.

*Section 1.3. Official Statement; Continuing Disclosure.* (a) The 2016A Bonds shall be offered pursuant to an Official Statement of even date herewith (which, together with the cover page and all appendices thereto, and with such changes therein and supplements thereto which are consented to in writing by the Underwriter, is herein called the "*Official Statement*").

(b) The University has previously deemed the Preliminary Official Statement (defined below) "final" as of its date for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission ("*Rule 15c2-12*"), and the University hereby authorizes the use of the Official Statement by the Underwriter in connection with the public offering and sale of the 2016A Bonds. The University agrees to provide to the Underwriter, at least four days prior to the Closing Date (defined below), and in any event not later than seven business days after the date hereof, sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12 and Rule G-32 of the Municipal Securities Rulemaking Board.

(c) If at any time prior to 25 days after the "end of the underwriting period" (as defined below), any event shall occur, or any preexisting fact shall become known, of which the University has knowledge and which might or would cause the Official Statement as then supplemented or amended to contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the University, at its expense, shall notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the University will (i) supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and (ii) provide the Underwriter with such certificates and legal opinions as shall be requested by the Underwriter in order to evidence the accuracy and completeness of the Official Statement as so supplemented or amended. If the Official Statement is so supplemented or amended prior to the Closing (defined below), such approval by the Underwriter of a supplement or amendment to the Official Statement shall not preclude the Underwriter from thereafter terminating this Purchase Agreement, and if the Official

Statement is so amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Agreement by written notification delivered to the University by the Underwriter at any time prior to the Closing if, in the judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the 2016A Bonds.

(d) For purposes of this Purchase Agreement, the “end of the underwriting period” shall mean the Closing Date, or, if the University has been notified in writing by the Underwriter on or prior to the Closing Date that the “end of the underwriting period” within the meaning of Rule 15c2-12 will not occur on the Closing Date, such later date on which the “end of the underwriting period” within such meaning has occurred. In the event that the University has been given notice pursuant to the preceding sentence that the “end of the underwriting period” will not occur on the Closing Date, the Underwriter agrees to notify the University in writing of the date it does occur as soon as practicable following the “end of the underwriting period” for all purposes of Rule 15c2-12; *provided*, that if the Underwriter has not otherwise so notified the University of the “end of the underwriting period” by the 90th day after the Closing, then the “end of the underwriting period” shall be deemed to occur on such 90th day unless otherwise agreed to by the University.

(e) In order to enable the Underwriter to comply with the requirements of paragraph (b)(5) of Rule 15c2-12 in connection with the offering of the 2016A Bonds, the University covenants and agrees with the Underwriter that it will execute and deliver a Continuing Disclosure Undertaking with respect to the 2016A Bonds (the “*Continuing Disclosure Undertaking*” and, collectively with this Purchase Contract, the hereinafter defined Escrow Agreement, and the Resolution, the “*Bond Documents*”) in substantially the form attached as APPENDIX E to the Preliminary Official Statement dated April 4, 2016 (the “*Preliminary Official Statement*”), on or before the Closing Date.

*Section 1.4. Public Offering.* The Underwriter agrees to make an initial public offering of all the 2016A Bonds at the public offering prices corresponding to the yields set forth on the inside cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the 2016A Bonds and offer and sell the 2016A Bonds to certain dealers (including dealers depositing the 2016A Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth on the inside cover page of the Official Statement. The Underwriter also reserves the right (a) to over-allot or effect transactions that stabilize or maintain the market prices of the 2016A Bonds at levels above those which might otherwise prevail in the open market and (b) to discontinue such stabilizing, if commenced, at any time without prior notice.

*Section 1.5. Closing.* The “*Closing Date*” shall be April 27, 2016, or such other date as the University and the Underwriter shall mutually agree upon. The delivery of and payment for the 2016A Bonds and the other actions described in Sections 1.5 and 3.1 of this Purchase Agreement are referred to herein as the “*Closing*.” The Closing shall take place at the offices of Hawley Troxell Ennis & Hawley LLP in Boise, Idaho. On the Closing Date, the University will deliver the 2016A Bonds or cause the 2016A Bonds to be delivered to or for the account of The Depository Trust Company (“*DTC*”), duly executed and authenticated. The University will also

deliver to the Underwriter at the Closing the other documents described below and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the 2016A Bonds as set forth in Section 1.1 hereof in federal funds payable to the order of the University. The 2016A Bonds will be registered in the name of Cede & Co., as nominee of DTC.

## **ARTICLE II**

### **REPRESENTATIONS AND WARRANTIES OF THE UNIVERSITY**

To induce the Underwriter to enter into this Purchase Agreement, the University represents and warrants to the Underwriter as follows:

*Section 2.1.* The University has been duly organized and is validly existing under the Constitution and laws of the State of Idaho (the “*State*”) and has all power and authority to consummate the transactions contemplated by this Purchase Agreement and the Official Statement, including the execution, delivery and approval of all documents and agreements referred to herein or therein.

*Section 2.2.* The execution and delivery of the 2016A Bonds and the Bond Documents, the adoption of the Resolution, and compliance with the provisions on the University’s part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the University is a party or to which the University is or to which any of its property or assets are otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the University to be pledged to secure the 2016A Bonds or under the terms of any such law, regulation or instrument, except as provided by the 2016A Bonds and the Resolution.

*Section 2.3.* (a) By all necessary official action of the University taken prior to or concurrently with the acceptance hereof, the University has duly authorized all necessary action to be taken by it for (i) the adoption of the Resolution and the issuance and sale of the 2016A Bonds, (ii) the approval, execution and delivery of, and the performance by the University of the obligations on its part, contained in the 2016A Bonds and the Bond Documents, (iii) the approval, distribution and use of the Preliminary Official Statement and the approval, execution, distribution and use of the Official Statement for use by the Underwriter in connection with the public offering of the 2016A Bonds, and (iv) the consummation by it of all other transactions described in the Official Statement, the Bond Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the University in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement.

(b) This Purchase Agreement has been duly authorized, executed and delivered, the Resolution has been duly adopted, and this Purchase Agreement and the Resolution constitute the legal, valid and binding obligations of the University, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and

principles of equity relating to or affecting the enforcement of creditors' rights; and each of the Continuing Disclosure Undertaking and the Escrow Agreement, when duly executed and delivered, will constitute a legal, valid and binding obligation of the University, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights.

(c) The 2016A Bonds, when issued, delivered and paid for in accordance with the Resolution and this Purchase Agreement, will have been duly authorized, executed, issued and delivered by the University and will constitute the valid and binding obligations of the University, enforceable against the University in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the 2016A Bonds as aforesaid, the Resolution will provide, for the benefit of the holders, from time to time, of the 2016A Bonds, the legally valid and binding pledge of and lien it purports to create as set forth in the Resolution.

(d) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the approval or adoption, as applicable, of the Bond Documents, the issuance of the 2016A Bonds or the due performance by the University of its obligations under the Bond Documents and the 2016A Bonds, have been duly obtained.

*Section 2.4.* Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the University, threatened against the University: (i) affecting the existence of the University or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2016A Bonds, (iii) in any way contesting or affecting the validity or enforceability of the 2016A Bonds or the Bond Documents, (iv) contesting the exclusion from gross income of interest on the 2016A Bonds for federal or State income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the University or any authority for the issuance of the 2016A Bonds, the adoption of the Resolution or the execution and delivery of the Bond Documents, nor, to the best knowledge of the University, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2016A Bonds or the Bond Documents.

*Section 2.5.* The University is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the 2016A Bonds or any applicable judgment or decree or any material provision of a loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the University is a party or to which the University or any of its property or assets is otherwise subject,

and no event which would have a material and adverse effect upon the financial condition of the University has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the University under any of the foregoing.

*Section 2.6.* The 2016A Bonds and the Resolution conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement under the captions “THE 2016A BONDS” and “SECURITY FOR THE 2016A BONDS,” and the proceeds of the sale of the 2016A Bonds will be applied generally as described in the Preliminary Official Statement and the Official Statement under the caption “SOURCES AND USES OF FUNDS.” The University has the legal authority to apply, and will apply or cause to be applied, the proceeds from the sale of the 2016A Bonds as provided in and subject to all of the terms and provisions of the Resolution, including for payment or reimbursement of University expenses incurred in connection with the negotiation, marketing, issuance and delivery of the 2016A Bonds to the extent required by Article IV, and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal or State income tax purposes of the interest on the 2016A Bonds.

*Section 2.7* The Preliminary Official Statement, as of its date and as of the date hereof, did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the time of the University’s acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (c) of Section 1.3 of this Purchase Agreement) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to paragraph (c) of Section 1.3 of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto to and including the date that is 25 days after the end of the underwriting period, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which made, not misleading.

*Section 2.8.* The University will furnish such information and execute such instruments and take such action in cooperation with the Underwriter, at no expense to the University, as the Underwriter may reasonably request (a) to (i) qualify the 2016A Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (ii) determine the eligibility of the 2016A Bonds for investment under the laws of such states and other jurisdictions and (b) to continue such qualifications in effect so long as required for the distribution of the 2016A Bonds (*provided*, that the University will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the University of any written notification with respect to



the suspension of the qualification of the 2016A Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

*Section 2.9.* Except as described in the Preliminary Official Statement and the Official Statement, the University has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

*Section 2.10.* (a) The financial statements of and other financial information regarding the University in the Preliminary Official Statement and in the Official Statement fairly present the financial position and results of the University as of the dates and for the periods therein set forth. The financial statements of the University have been prepared in accordance with generally accepted accounting principles consistently applied, and except as noted in the Preliminary Official Statement and in the Official Statement, the other historical financial information set forth in the Preliminary Official Statement and in the Official Statement has been presented on a basis consistent with that of the University's audited financial statements included in the Preliminary Official Statement and in the Official Statement. Except as described in the Preliminary Official Statement and the Official Statement, since June 30, 2015, there has been no material adverse change in the condition, financial or otherwise, of the University from that set forth in the audited financial statements as of and for the period ended that date; and except as described in the Preliminary Official Statement and the Official Statement, the University, since June 30, 2015, has not incurred any material liabilities, directly or indirectly, except in the ordinary course of the University's operations.

(b) Prior to the Closing, the University will not take any action within or under its control that will cause any adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the University. The University will not, prior to the Closing, offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, except in the ordinary course of business, without the prior approval of the Underwriter.

*Section 2.11.* The University agrees and acknowledges that: (i) with respect to the engagement of the Underwriter by the University, including in connection with the purchase, sale and offering of the 2016A Bonds, and the discussions, conferences, negotiations and undertakings in connection therewith, the Underwriter (a) is and has been acting as a principal and not an agent or fiduciary of the University and (b) has not assumed an advisory or fiduciary responsibility in favor of the University; (ii) the University has consulted its own legal, financial and other advisors to the extent it has deemed appropriate; and (iii) this Purchase Agreement expresses the entire relationship between the parties hereto.

*Section 2.12.* Any certificate, signed by any official of the University authorized to do so in connection with the transactions described in this Purchase Agreement, shall be deemed a representation and warranty by the University to the Underwriter as to the statements made therein.

**ARTICLE III**

**CLOSING CONDITIONS**

*Section 3.1.* The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties herein and the performance by the University of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following conditions:

(a) The representations and warranties of the University contained herein shall be true, complete and correct at the date hereof and on the Closing Date, as if made on the Closing Date. At the time of Closing, (i) the Official Statement, the Resolution and this Purchase Agreement shall be in full force and effect and shall not have been amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (ii) the proceeds of sale of the 2016A Bonds shall be paid to the Trustee of the 2016A Bonds for deposit or use as described in the Official Statement. On the Closing Date, no "Event of Default" shall have occurred or be existing under the Resolution nor shall any event have occurred which, with the passage of time or the giving of notice, or both, shall constitute an Event of Default under the Resolution, nor shall the University be in default in the payment of principal of or interest on any of its obligations for borrowed money.

(b) The Underwriter shall have the right to terminate the Underwriter's obligation under this Purchase Agreement to purchase, to accept delivery of and to pay for the 2016A Bonds if, after the execution hereof and prior to the Closing, the market price or marketability of the 2016A Bonds or the ability of the Underwriter to enforce contracts for the sale of the 2016A Bonds shall be materially adversely affected in the reasonable judgment of the Underwriter by the occurrence of any of the following:

(i) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to alter, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the 2016A Bonds, or the interest on the 2016A Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein;

(ii) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice

issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the 2016A Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the 2016A Bonds, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(iii) a general suspension of trading in securities on the New York Stock Exchange or any other national securities exchange, the establishment of minimum or maximum prices on any such national securities exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or any material increase of restrictions now in force (including, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter);

(iv) a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(v) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any material statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vi) there shall have occurred since the date of this Purchase Agreement any materially adverse change in the affairs or financial condition of the University, except for changes which the Official Statement discloses are expected to occur;

(vii) there shall have occurred (A) any new material outbreak of hostilities (including, without limitation, an act of terrorism) (B) the escalation of hostilities existing prior to the date hereof or (C) any other extraordinary event, material national or international calamity or crisis, or any material adverse change in the financial, political or economic conditions affecting the United States or the University;

(viii) there shall have occurred any downgrading or published negative credit watch or similar published information from a rating agency that at the date of this Purchase Agreement has published a rating (or has been asked to furnish a rating on the 2016A Bonds) on any of the University's debt obligations, which action reflects a change or possible change, in the ratings accorded any such obligations of the University (including any rating to be accorded the 2016A Bonds); or

(ix) a material disruption in securities settlement, payment or clearance services shall have occurred.

Upon termination of this Purchase Agreement, all obligations of the University and the Underwriter under this Purchase Agreement shall terminate, without further liability, except that the University and the Underwriter shall pay their respective fees and expenses as set forth in Article IV.

(c) At or prior to the Closing for the 2016A Bonds, the Underwriter shall receive the following documents:

(1) The approving opinion of Hawley Troxell Ennis & Hawley LLP (“*Bond Counsel*”), dated the Closing Date, in substantially the form included as APPENDIX F to the Official Statement;

(2) (A) The opinion of Hawley Troxell Ennis & Hawley LLP, as Disclosure Counsel, dated the Closing Date and addressed to the Underwriter, in substantially the form attached hereto as *Exhibit A* and (B) the opinion of Foster Pepper PLLC (“*Underwriter’s Counsel*”), dated the Closing Date and addressed to the Underwriter, in substantially the form attached hereto as *Exhibit C*;

(3) The opinion of Boise State University Office of General Counsel, counsel to the University, in substantially the form attached hereto as *Exhibit B*;

(4) The University’s certificate or certificates signed by its Vice-President for Finance and Administration dated the Closing Date to the effect that (A) no litigation is pending or, to its knowledge, threatened: (i) affecting the existence of the University or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2016A Bonds, (iii) in any way contesting or affecting the validity or enforceability of the 2016A Bonds or the Bond Documents, (iv) contesting the exclusion from gross income of interest on the 2016A Bonds for federal or State income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the University or any authority for the issuance of the 2016A Bonds, the adoption of the Resolution or the execution and delivery of the Bond Documents, nor, to the best knowledge of the University, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2016A Bonds or the Bond Documents; (B) the descriptions and information contained in the Preliminary Official Statement and the Official Statement relating to the University and its operational and financial and other affairs and the application of the proceeds of sale of the 2016A Bonds are correct in all material respects as of their respective dates and as of the Closing Date; (C) such descriptions and information, as of the respective dates of the Preliminary Official Statement and Official Statement, did not, and, as of the Closing Date, do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; (D) at the time of the Closing, no default or event of default has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute a default or an event of default under the Resolution,

this Purchase Agreement or any other material agreement or material instrument to which the University is a party or by which it is or may be bound or to which any of its property or other assets is or may be subject; (E) the Resolution of the University authorizing or approving the execution of this Purchase Agreement, the Continuing Disclosure Undertaking, the Escrow Agreement, the Official Statement, and the form of the 2016A Bonds has been duly adopted by the University and has not been modified, amended or repealed; (F) no event affecting the University has occurred since the respective dates of the Preliminary Official Statement and Official Statement that either makes untrue, as of the Closing Date, any statement or information relating to the same and contained in the Preliminary Official Statement or Official Statement or that should be disclosed therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading; and (G) the representations of the University herein are true and correct as of the Closing Date;

(5) A copy of the transcript of all proceedings of the University, including the Supplemental Resolution, relating to the authorization and issuance of the 2016A Bonds, certified by appropriate officials of the University;

(6) A certificate of the University relating to matters affecting the tax-exempt status of interest on the 2016A Bonds, including the use of proceeds of sale of the 2016A Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(7) Satisfactory evidence that the 2016A Bonds are rated “[ ]” and “[ ]” by Moody’s Investors Service, Inc. and Standard & Poor’s Ratings Services, respectively;

(8) Copies of the Official Statement related to the 2016A Bonds executed on behalf of the University;

(9) An executed counterpart of the Continuing Disclosure Undertaking;

(10) A specimen 2016A Bond;

(11) An executed copy of Internal Revenue Service Form 8038-G with respect to the 2016A Bonds and evidence of filing thereof;

(12) An executed counterpart of the Escrow Agreement between the University and The Bank of New York Mellon Trust Company, N.A., with respect to the refunding of the Refunded Bonds (the “*Escrow Agreement*”);

(13) An escrow verification report issued by The Arbitrage Group, Inc. (the “*Verifier*”); and

(14) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

If the University shall be unable to satisfy the conditions contained in this Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the University shall be under further obligation hereunder, except as further set forth in Article IV hereof. However, the Underwriter may, in its sole discretion, waive one or more of the conditions imposed by this Purchase Agreement and proceed with the Closing. Acceptance of the 2016A Bonds and payment therefor by the Underwriter shall be deemed a waiver of noncompliance with any of the conditions herein.

#### **ARTICLE IV**

##### **FEES AND EXPENSES**

The University will pay all costs of issuance of the 2016A Bonds, including the costs of preparing the 2016A Bonds; the costs of preparing and distributing the Preliminary Official Statement and the Official Statement; the fees and expenses of rating agencies, the Verifier, the Trustee, Bond Counsel, Disclosure Counsel, counsel for the University and all other consultants to the University; filing and other administrative and service fees; and all transportation, lodging and meals incurred by or on behalf of the University and its representatives in connection with the negotiation, marketing, issuance and delivery of the 2016A Bonds. The Underwriter will pay all out-of-pocket expenses of the Underwriter, including advertising expenses in connection with the public offering of the 2016A Bonds, travel and other expenses, and the fees and expenses of Underwriter's Counsel. In the event that the Underwriter incurs or advances the cost of any expense for which the University is responsible hereunder, the University shall reimburse the Underwriter at or prior to Closing; if at Closing, reimbursement may be included in the Underwriter's Fee. To facilitate the Closing, the University hereby authorizes the Underwriter to net from the Purchase Price of the 2016A Bonds the Underwriter's Fee and reduce the Purchase Price payable to the University by an equal amount.

#### **ARTICLE V**

##### **GENERAL PROVISIONS**

*Section 5.1. Notices.* Any notice or other communication to be given to the University under this Purchase Agreement may be given by delivering the same in writing to the University's address set forth above, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to Barclays Capital Inc., 701 Fifth Avenue, Suite 7101, Seattle, Washington 98104.

*Section 5.2. Entire Agreement.* This Purchase Agreement, when executed by the University, shall constitute the entire agreement between the University and the Underwriter, and is made solely for the benefit of the University and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder by virtue hereof.

*Section 5.3. No Recourse.* No recourse shall be had for any claim based on this Purchase Agreement, or any Resolution, certificate, document or instrument delivered pursuant hereto, against any member, officer or employee, past, present or future, of the University or of any successor body of the University.

*Section 5.4. Execution in Counterparts.* This Purchase Agreement may be executed in any number of counterparts, all of which, taken together, shall be one and the same instrument, and any parties hereto may execute this Purchase Agreement by signing any such counterpart.

*Section 5.5. Severability.* The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of this Purchase Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

*Section 5.6. Waiver or Modification.* No waiver or modification of any one or more of the terms and conditions of this Purchase Agreement shall be valid unless in writing and signed by the party or parties making such waiver or agreeing to such modification.

*Section 5.7. Governing Law.* This Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

[Signature page follows]

*Section 5.8. Effective Date.* This Purchase Agreement shall become effective upon its execution by the Underwriter and the acceptance and approval hereof by the University.

BARCLAYS CAPITAL INC.

By \_\_\_\_\_  
Director

ACCEPTED:

BOISE STATE UNIVERSITY

By \_\_\_\_\_  
Bursar and Vice President for Finance and  
Administration



**SCHEDULE I**

[ATTACHED]

**EXHIBIT A**

**OPINION OF DISCLOSURE COUNSEL**

[CLOSING DATE]

The Board of Trustees of  
Boise State University  
1910 University Drive  
Boise, Idaho 83725

Barclays Capital Inc.  
701 Fifth Avenue, Suite 7101  
Seattle, Washington 98104

Re:                   The Board of Trustees of Boise State University  
                          General Revenue Refunding Bonds, Series 2016A

Ladies and Gentlemen:

We have acted as counsel with respect to disclosure matters to Boise State University (the “University”) in connection with the sale of its \$[\_\_\_\_\_] General Revenue Refunding Bonds, Series 2016A (the “2016A Bonds”), pursuant to the Bond Purchase Agreement dated April 13, 2016 (the “Bond Purchase Agreement”), between the University and Barclays Capital Inc. (the “Underwriter”).

In connection therewith, we have examined duly certified copies of certain proceedings of the Board of Trustees of Boise State University (the “Trustees”) relating to the authorization and issuance of the 2016A Bonds, including the Resolution of the Trustees adopted on September 17, 1992, as previously supplemented and amended and as further supplemented by Supplemental Resolution adopted on April 13, 2016 (collectively, the “Resolution”), the Preliminary Official Statement dated April 4, 2016 (the “Preliminary Official Statement”), and the Official Statement dated April 13, 2016 (the “Official Statement”), the Continuing Disclosure Undertaking dated as of the date hereof, and such other documents as we deemed necessary to render this opinion.

In our capacity as disclosure counsel, we also have examined originals or reproduced or certified copies of all such other corporate records, agreements, communications, certificates of officers and other instruments of the University, as well as such certificates of public officials and other documents as we have deemed relevant and necessary as a basis for the opinions set forth below. We also have examined an executed counterpart of the opinion, addressed to us, of University Counsel.

In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to original documents of all documents submitted to us as certified or reproduced copies. As to various questions of fact and material to such opinions, we have relied upon certificates of officers of the University and upon the representations and warranties of the University set forth in the Resolution and the Bond Purchase Agreement.

Based upon such examination, it is our opinion that:

1. The information contained in the Preliminary Official Statement and Official Statement under the headings entitled “THE 2016A BONDS,” “TAX EXEMPTION,” and “SECURITY FOR THE 2016A BONDS,” and in APPENDIX “C” to the Preliminary Official Statement and the Official Statement entitled “Glossary of Terms Used in the Resolution and Official Statement” and in APPENDIX “D” to the Preliminary Official Statement and the Official Statement entitled “Summary of Certain Provisions of the Resolution” present a fair summary of the relevant provisions of the 2016A Bonds and other matters discussed or presented therein, except that we express no opinion with respect to any financial, statistical or operating data contained in the information included under such headings.

Additionally, we have rendered assistance with respect to certain disclosures in the Preliminary Official Statement and the Official Statement. We participated in conferences with the Underwriter, the representatives of the University and certain other persons involved in the preparation of the information contained in the Preliminary Official Statement and the Official Statement, during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and reviewed. We solicited from the University, and in response received, certain information about the University.

While we are not passing upon, and (except as otherwise expressly set forth in opinion paragraph number 1) do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, on the basis of the information that was developed in the course of the performance of the services referred to above and (except as otherwise expressly set forth in opinion paragraph number 1) without having undertaken to verify independently such accuracy, completeness or fairness, nothing has come to the attention of the attorneys in our firm providing legal services in connection with the issuance of the 2016A Bonds that caused us to believe that the Preliminary Official Statement as of its date or as of the date of the Bond Purchase Agreement or Official Statement, as of its date and the date hereof (apart from (i) the financial statements and other economic, demographic, financial and statistical data, (ii) information regarding The Depository Trust Company, contained in the Preliminary Official Statement and the Official Statement, as to which we do not express any opinion or belief) contains or contained any untrue statement of a material fact or omits or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

2. The 2016A Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and of Section 304(a)(4) of the Trust Indenture Act of 1939, as amended; and it is not necessary in connection with the sale of the 2016A Bonds to the

public to register the 2016A Bonds under the Securities Act of 1933, as amended, or to qualify the Resolution under the Trust Indenture Act of 1939, as amended.

EXHIBIT B

OPINION OF BOISE STATE UNIVERSITY OFFICE OF THE GENERAL COUNSEL

[CLOSING DATE]

Boise State University  
1910 University Drive  
Boise, Idaho 83725

The Bank of New York Mellon Trust Company, N.A., as Trustee  
100 Pine Street, Suite 3150  
San Francisco, California 94111

Hawley Troxell Ennis & Hawley LLP  
877 Main Street  
Boise, Idaho 83702

Barclays Capital Inc.  
701 Fifth Avenue, Suite 7101  
Seattle, Washington 98104

Re: Boise State University  
\$[ ]  
General Revenue Refunding Bonds,  
Series 2016A

Ladies and Gentlemen:

In my capacity as Associate General Counsel to Boise State University (the “*University*”), I have reviewed certain documents in connection with the issuance and sale by the University of its \$[ ] General Revenue Refunding Bonds, Series 2016A (the “*2016A Bonds*”), including the Resolution Providing for the Issuance of General Revenue Bonds, adopted on September 17, 1992, by the State Board of Education and Board of Regents of the University of Idaho, acting in its capacity as the Board of Trustees of the University (the “*Board*”), as previously supplemented and amended (the “*Master Resolution*”), and as further supplemented and amended by the Supplemental Resolution of the Board adopted on April 13, 2016, authorizing the issuance and sale of the 2016A Bonds (the “*Supplemental Resolution*,” and, together with the Master Resolution, the “*Resolution*”); the Preliminary Official Statement dated April 4, 2016 (the “*Preliminary Official Statement*”); the Official Statement dated April 13, 2016 (the “*Official Statement*”); the Bond Purchase Agreement, dated April 13, 2016, between the University and Barclays Capital Inc. (the “*Purchase Agreement*”); the Continuing Disclosure Undertaking with

respect to the 2016A Bonds (the “*Continuing Disclosure Undertaking*”); the Escrow Agreement dated the date hereof between the University and The Bank of New York Mellon Trust Company, N.A. (the “*Escrow Agreement*”); and such other documents as I deemed necessary to render this opinion. Capitalized terms used but not defined in this opinion have the meanings assigned to such terms in the Resolution. This opinion is rendered pursuant to the Purchase Agreement.

Based upon my examination, it is my opinion that:

1. The University is an institution of higher education and a body politic of the State of Idaho, duly and validly created and existing pursuant to the laws of the State of Idaho, with full legal right, power, and authority (i) to issue bonds of the University pursuant to the Resolution; (ii) to adopt the Resolution; (iii) to enter into the Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Undertaking; (iv) to pledge the Pledged Revenues (as defined in the Resolution) to secure the payment of the principal of and interest on the 2016A Bonds; and (v) to carry out and consummate the transactions contemplated by the Resolution, the Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Undertaking (collectively, the “*Bond Documents*”).

2. The meeting of the Board on April 13, 2016, at which the Supplemental Resolution was duly adopted by the Board, was called and held pursuant to law, all public notices required by law were given, and the actions taken at the meeting, insofar as such actions relate to the 2016A Bonds, were legally and validly taken.

3. The adoption of the Resolution by the Board, the execution and delivery of the Bond Documents, and the performance by the University of the transactions contemplated thereby will not conflict with or constitute a breach of, or default under, any commitment, note, agreement or other instrument to which the University is a party or by which it or any of its property is bound, or any provision of the Idaho Constitution or laws or any existing law, rule, regulation, ordinance, judgment, order or decree to which the University or the Board is subject.

4. Based upon conferences with, and representations of officials of, the University, the statements in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION – Boise State University,” “SECURITY FOR THE 2016A BONDS,” “THE UNIVERSITY,” “FINANCIAL INFORMATION REGARDING THE UNIVERSITY” and “LITIGATION” and in “APPENDIX B – SCHEDULE OF STUDENT FEES” are true and correct in all material respects and did not, as of their respective dates, and do not contain an untrue statement or omission of a material fact (other than, with respect to the Preliminary Official Statement, any information that is permitted to be omitted from the Preliminary Official Statement pursuant to Rule 15c2-12), it being understood that, in rendering this opinion, I am not expressing an opinion with respect to financial, statistical or operating data contained under these captions of the Preliminary Official Statement and the Official Statement.

5. Except as described in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, official inquiry or investigation, at law or in equity, pending: (i) affecting the existence of the University or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2016A Bonds, (iii) in any way contesting or affecting the validity or enforceability of the 2016A Bonds or the Bond Documents, (iv) contesting the exclusion from gross income of interest on the 2016A Bonds for federal or State income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the University or any authority for the issuance of the 2016A Bonds, the adoption of the Resolution or the execution and delivery of the other Documents, nor, to the best knowledge of the University, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2016A Bonds or the Bond Documents.

Very truly yours,

---

Nicole C. Pantera, Associate General Counsel  
Boise State University Office of the General Counsel

EXHIBIT C

OPINION OF UNDERWRITER'S COUNSEL

[CLOSING DATE]

Barclays Capital Inc.  
701 Fifth Avenue, Suite 701  
Seattle, Washington 98104

Re: Boise State University  
\$[ ]  
General Revenue Refunding Bonds,  
Series 2016A

Ladies and Gentlemen:

We have served as counsel to Barclays Capital Inc. (the "Underwriter") in connection with the issuance of the above-referenced bonds (the "2016A Bonds") by Boise State University (the "University"). Unless otherwise defined herein, capitalized terms used herein will have the meaning or meanings set forth in the Bond Purchase Agreement for the 2016A Bonds dated April 13, 2016 (the "Purchase Agreement"), between the University and the Underwriter.

In our capacity as counsel to the Underwriter, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true copies of originals, of the following documents: (i) the Purchase Agreement; (ii) the Resolution Providing for the Issuance of General Revenue Bonds, adopted on September 17, 1992, by the State Board of Education and Board of Regents of the University of Idaho, acting in its capacity as the Board of Trustees of the University, as supplemented and amended, including as supplemented and amended by the Supplemental Resolution adopted on April 13, 2016, authorizing the issuance and sale of the 2016A Bonds (together, the "Resolution"); (iii) the Preliminary Official Statement relating to the 2016A Bonds dated April 4, 2016 (the "Preliminary Official Statement"); (iv) the Official Statement relating to the 2016A Bonds dated April 13, 2016 (the "Official Statement"); (v) the Continuing Disclosure Undertaking with respect to the 2016A Bonds (the "Continuing Disclosure Undertaking"); (vi) the Escrow Agreement dated the date hereof between the University and The Bank of New York Mellon Trust Company, N.A.; and (vii) the various certificates and opinions provided on the date hereof pursuant to the Purchase Agreement (collectively, the "Documents").

We have assumed: (i) each party to the Documents validly exists and has and had all necessary legal and corporate authority to execute, deliver and perform the Documents to which it is a party; (ii) the execution and performance of the Documents and such other documents as may be executed in connection therewith by each such party will not violate or breach any law,



regulation or corporate or other document or instrument to which such person is party or by which it is bound; (iii) the Documents are legal, valid and binding obligations of each such party to the extent purported to be such, enforceable in accordance with their respective terms; (iv) the genuineness of all signatures on the Documents; (v) the authenticity and completeness of all Documents submitted to us as originals; (vi) the legal competence of all natural persons who have signed the Documents; and (vii) the conformity to original Documents of all Documents submitted to us as copies.

Based on the foregoing and in reliance thereon, we are of the opinion that (i) the offer and sale of the 2016A Bonds by the Underwriter are exempt from the registration requirements of the Securities Act of 1933, as amended; (ii) the Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) Section 1.3(e) of the Purchase Agreement and the Continuing Disclosure Undertaking together provide a suitable basis for the Underwriter to reasonably determine, pursuant to paragraph (b)(5)(i) of Rule 15c2-12, that the University has undertaken in written agreements or contracts for the benefit of the holders of the 2016A Bonds to provide or cause to be provided the annual financial information and notices required by paragraph (b)(5)(i) of Rule 15c2-12. In delivering the foregoing opinions (i) and (ii), we have relied upon the legal opinions of Hawley Troxell Ennis & Hawley LLP, Bond Counsel, to the extent that such opinions address the validity of the 2016A Bonds.

In the course of our participation in the preparation of the Preliminary Official Statement and the Official Statement as counsel to the Underwriter, we have examined information made available to us, including legal matters and certain records, documents and proceedings. We also participated in telephone conferences and attended meetings with, among others, representatives of the University and its counsel, Bond Counsel, the Underwriter and other participants in the transaction, during which conferences and meetings the contents of the Preliminary Official Statement and the Official Statement were discussed.

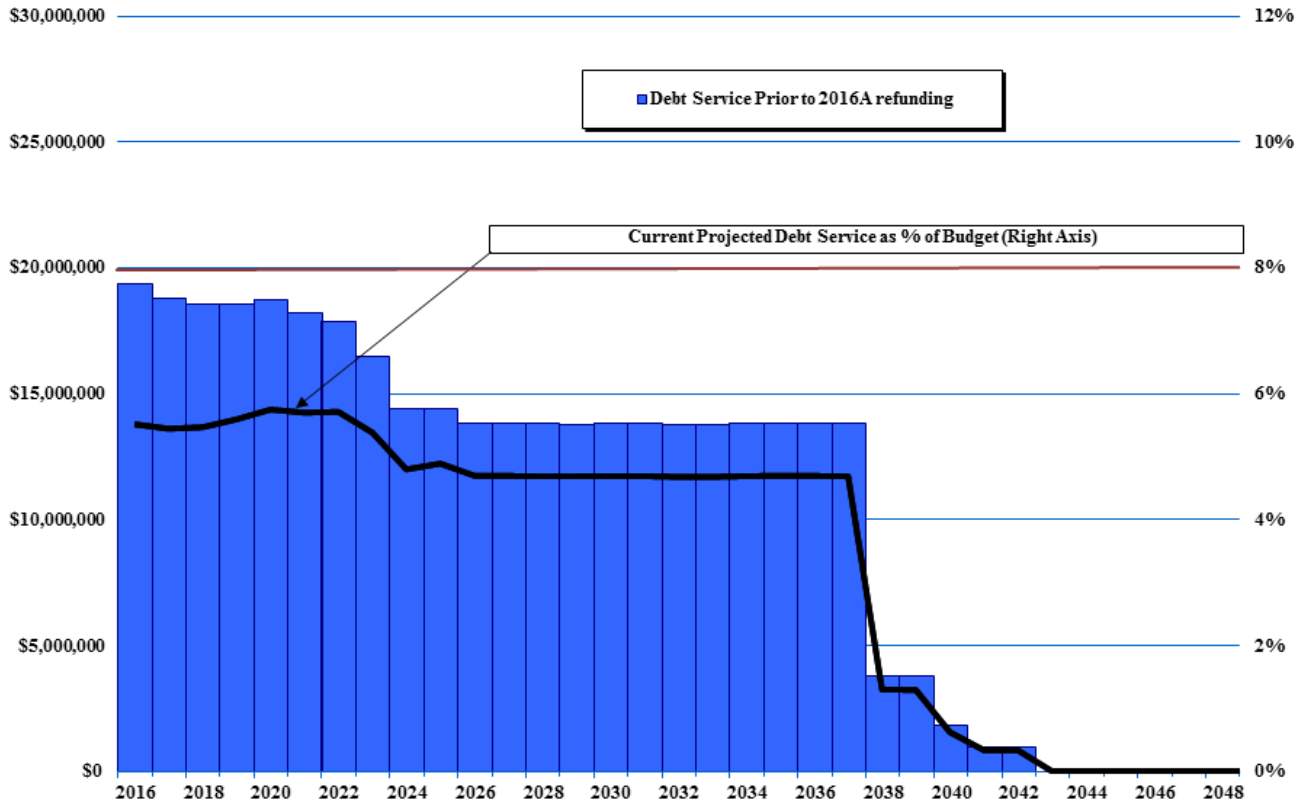
Without undertaking to determine independently or assuming any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement, we advise you that, during the course of the activities described in the foregoing paragraph, no information came to the attention of the attorneys in our firm providing legal services in connection with the issuance of the 2016A Bonds that caused such attorneys to believe that (i) except for the omission of information permitted to be excluded by Rule 15c2-12, the Preliminary Official Statement, as of the date of the Preliminary Official Statement and as of the date of the Purchase Agreement, and (ii) the Official Statement, as of its date and as of the date hereof (excluding in each case any financial, economic or statistical data contained in the Preliminary Official Statement or the Official Statement, any information contained in the Preliminary Official Statement or the Official Statement regarding DTC or its book-entry system or how interest on the 2016A Bonds is treated for federal or State income tax purposes, and the information contained in Appendices A, F and G to the Preliminary Official Statement and the Official Statement, as to all of which no opinion or belief is expressed), contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading.

This letter is furnished by us as counsel to the Underwriter, is solely for the benefit of the Underwriter, and is not to be used, quoted, circulated or otherwise referred to in any other way, nor to be disclosed to any other person (other than as may be required by law) without our express prior written permission.

The opinions set forth in this letter are delivered as of the date hereof, and we assume no responsibility to advise any person of changes in legal or factual matters that may occur subsequent to the date hereof.

We bring to your attention the fact that the opinions set forth in this letter are expressions of our professional judgment on the matters expressly addressed and do not constitute guarantees of result.

**Boise State University  
Debt Service to Budget  
March 2016**



3/10/2016 1:18 PM

**THIS PAGE INTENTIONALLY LEFT BLANK**

## CREDIT OPINION

28 March 2016

New Issue

Rate this Research >>

### Contacts

Eva Bogaty 415-274-1765  
 VP-Senior Analyst  
 eva.bogaty@moodys.com

Dennis M. Gephardt 212-553-7209  
 VP-Senior Credit  
 Officer  
 dennis.gephardt@moodys.com

Susan E Shaffer 212-553-4132  
 VP-Senior Analyst  
 susan.shaffer@moodys.com

## Boise State University, ID

New Issue - Moody's Assigns Aa3 to Boise State University's (ID) Series 2016A; Outlook Stable

### Summary Rating Rationale

Moody's Investors Service assigns a Aa3 rating to Boise State University's proposed issuance of approximately \$63 million of fixed-rate General Revenue Refunding Bonds, Series 2016A. The bonds are expected to be issued as serial bonds, with maturities in 2016-39.

The assignment of the Aa3 rating reflects rating Boise State University's very good strategic positioning, with healthy, forward-looking programmatic and capital investments, growing online and STEM programs and unique market position as a comprehensive urban public university. The rating also incorporates the university's solid and conservative fiscal management which enables BSU to maintain surplus operations even as it invests in programs and despite some variability in net tuition revenue growth. Credit challenges include slow growth of wealth and weakening cash flow as the university has been spending reserves on strategic investments.

### Credit Strengths

- » Solid student market as an urban public university with over 15,000 full-time equivalent (FTE) students and healthy programmatic investment
- » Strong oversight, budgeting and planning contribute to positive operations despite slowed net tuition revenue growth
- » Spendable cash and investments provide adequate cushion of debt and operations, at 1.0 and 0.7 times, respectively

### Credit Challenges

- » Softening cash flow as the university spends accumulated reserves for strategic programmatic investments
- » Continued capital investment and debt plans will keep leverage modestly high relative to peers
- » Plan to grow research enterprise will be challenging in highly competitive research funding environment

## Rating Outlook

The stable outlook reflects our expectation that the university will have continued strong cash flow in the 11-13% range as the university continues to make strategic programmatic and capital investment. The outlook incorporates some tolerance for modest enrollment volatility especially in light of strong budgeting and financial oversight.

## Factors that Could Lead to an Upgrade

- » Substantial increase in the scope of operations, including growth of research enterprise
- » Improved wealth and liquidity to support debt and operations

## Factors that Could Lead to a Downgrade

- » Sustained enrollment declines and materially contracting net tuition revenue
- » Deterioration of operating performance

## Key Indicators

Exhibit 1

### BOISE STATE UNIVERSITY, ID

	2011	2012	2013	2014	2015
Total FTE Enrollment	15,201	16,075	15,589	15,642	15,434
Operating Revenue (\$000)	292,099	304,108	327,691	326,470	340,719
Annual Change in Operating Revenue (%)	6.6	4.1	7.8	-0.4	4.4
Total Cash & Investments (\$000)	246,645	244,328	251,663	270,979	295,396
Total Debt (\$000)	236,202	244,041	239,376	233,742	227,535
Spendable Cash & Investments to Total Debt (x)	0.9	0.8	0.8	0.9	1.0
Spendable Cash & Investments to Operating Expenses (x)	0.7	0.7	0.6	0.7	0.7
Monthly Days Cash on Hand (x)	126	126	119	112	127
Operating Cash Flow Margin (%)	17.8	15.5	17.0	13.2	12.8
Total Debt to Cash Flow (x)	4.5	5.2	4.3	5.4	5.2

FTE Enrollment reflects fall of the calendar year

Source: Moody's Investors Service

## Recent Developments

The university is moving forward with EdR on a public private partnership for an approximately 600 bed residence hall on recently purchased property adjacent to campus. The site would accommodate both the university's honors college and other traditional undergraduate students. Currently, the project is proposed to entail a 50 year ground lease, with a total project cost of \$30-40 million which will be funded by the developer. The new housing will represent approximately a quarter of total housing capacity on campus. The project is important to BSU as it seeks to build residential campus life and improve the academic profile of its students.

## Detailed Rating Considerations

### Market Profile: Very Good Strategic Positioning with Forward-looking Program Development and Growing STEM Programs

Boise State University's strategic positioning is bolstered by its location in the capital of Idaho, with a sizable and diverse economic base that includes technology, higher education, and healthcare sectors. The university is continually enhancing its programs and partnerships to ensure that its academic offerings meet the needs of local industry and forward-looking economic trends. BSU is making concerted efforts to both broaden its market reach and improve its academic profile, with some success. A focus on STEM (science,

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on [www.moody's.com](http://www.moody's.com) for the most updated credit rating action information and rating history.

technology, engineering and mathematics) has contributed to growing out of state enrollment with 38% of freshmen coming from outside of Idaho (including international students) in fall 2015. We expect BSU to easily adapt to declines in Saudi Arabian enrollment due to the reduction of government grants in that country. Saudi Arabian students represented less than 1% of total freshmen enrollment in fall 2015.

Growth of BSU's eCampus helps offset volatility in undergraduate resident enrollment that tends to be countercyclical to the economy. Total full time equivalent (FTE) enrollment was down slightly (1.2%) in fall 2015, but tends to range from 15,000 to 16,000 over the long term. The university is conservatively budgeting for declines in fall 2016. The university is building eCampus degrees based on programs for which it already has strong demand and brand recognition, such as nursing and medical imaging.

Over the last 10 years the university has been investing in infrastructure to grow its research profile. The recent opening of a biomedical research vivarium is expected to jumpstart funding in this area, with a \$10 million grant from the National Institutes of Health announced in FY 2015. Research expenditures are expected to grow modestly, and have remained relatively stable at \$20-22 million over the last five years. A recent \$25 million donation will help the university construct a new building to expand its research and graduate programs in material science, which will increase prospects for funding for that discipline.

### Operating Performance: Strong Expense Control and Fiscal Oversight Underpin Surplus Operations

BSU's strong budgetary oversight and expense containment give it tremendous operating flexibility. The ability to methodically and strategically build up reserves for long-term plans through operating cash flow is a key credit strength for the university. Cash flow softened over the last few years due to strategic investment in programs, but is expected to stabilize in FY 2016 and remain healthy at 12% or above, with debt service coverage of around 2.5 times.

Surplus operations are achieved through careful expense control in conjunction with moderate overall revenue growth (at about 4.4%). Net tuition revenue, BSU's largest revenue source at over 60%, will continue to grow at or above inflation with modest tuition increases and a continued focus on affordability. Over the last three years, net tuition revenue has grown at an average 3.4%. State appropriations, which represent 26% of revenue, have grown at about 5% a year from FY 2014 to FY 2016. The Governor has proposed another increase to state operating support for FY 2017.

### Wealth and Liquidity

BSU's spendable cash and investments will continue to provide a moderate cushion for debt and operations, as the university balances new capital plans with gifts and planned reserve growth. FY 2015 spendable cash and investments grew for the first time in several years as the university paused on its capital spending; cushioning debt by 1.0 times and operations by 0.7 times, on par with the Aa3 public university medians.

Gift revenue is solid, with an average of \$32 million over the last three years, and expected to improve with a \$25 million gift from the Micron Foundation in FY 2016 to support a new materials science building. The university has also raised approximately \$29 million to date for its scholarship campaign, exceeding its \$25 million goal.

The BSU foundation manages its endowment, valued at \$155 million as of June 30, 2015, with a small decline posted through December 31, 2015. The investment allocation is conservative with almost 90% in public equities and fixed income; FYE 2015 return was 1.1%.

### LIQUIDITY

BSU's liquidity is growing, but remains modest for the rating category, with just 127 monthly days cash on hand to support operations. This amount is sufficient to handle BSU's fixed rate debt profile and relatively straight forward operations.

### Leverage

The university's deliberate and measured approach to capital spending offsets its moderately elevated debt levels. With debt to operating revenue of 0.7 times BSU's practice of setting clear fundraising and/or appropriation milestones prior to committing debt to new projects will ensure that leverage remains reasonable. However, future debt affordability at this rating level will depend up on maintenance or growth of current cash flow levels, with debt to cash flow of 5.2 times in FY 2015, up from 4.3 times in FY 2013.

The university just approved a new campus master plan and anticipates an additional up to \$65 million of debt in the next few years for the new materials science building and a fine arts building. Debt service on the facilities will be offset by implementation of an additional student facilities fee. The remainder of the project costs will be funded through gifts and state appropriations. The state has pledged \$5 million in capital funding toward the fine arts building, and the university plans to list the materials science building as a strategic funding priority for FY 2017 capital appropriations.

#### Debt Structure

Boise State University's all fixed rate and regularly amortizing debt structure provides predictability in fixed expenses.

#### DEBT-RELATED DERIVATIVES

None

#### PENSIONS AND OPEB

The university's other debt like obligations are relatively modest compared to peers. The university closed participation in the state's multi-employer defined benefit plan (Public Employee's Retirement System of Idaho, PERSI) for all new faculty and professional staff in 1990 which has greatly reduced its fixed pension costs and liabilities. Classified staff continue to participate in PERSI, and classified staff currently represent approximately 25% of university workforce.

Moody's three-year adjusted net pension liability (ANPL) was \$66 million for FYs 2013-2015, resulting in moderate additional leverage. Spendable cash and investments cover total adjusted debt (including direct debt, capitalized operating leases and ANPL) by 0.8 times compared to the median of 0.5 times for Aa rated peers. The university also participates in a multiple-employer defined contribution plan for faculty and staff hired after 1990 (the Optional Retirement Program, ORP). Total employer pension contributions for both programs were \$13 million in FY 2015, representing a manageable 3.8% of operating revenue.

The university participates in multi-employer defined other postemployment benefit (OPEB) plan to which it contributes annually. As of FYE 2015, the university's OPEB liability was a moderate \$9.6 million.

In 1990 all new faculty and professional staff were required to be part of the ORP, the PERSI system was no longer an option. New hires, which are classified staff are still eligible to enroll in the PERSI system. In total classified staff are about 25% of our workforce.

#### Governance and Management: Conservative Budgeting and Forward-Looking Planning Add Flexibility

BSU's conservative budgeting and in-depth short and long-term planning are a credit positives that will contribute to continued positive operations and thoughtful and strategic programmatic reinvestment. The university continues its strategic program, academic and capital reallocation efforts, with a keen eye on expense reduction. The financial management budgets conservatively on enrollment and includes several contingencies that help maintain positive operations.

#### Legal Security

The Series 2016A bonds are on parity with BSU's outstanding General Revenue Bonds. BSU's general revenue bonds are secured by the broadest pledge available for the university. Pledged Revenues include student charges, auxiliary revenues, indirect cost recovery, and other specified revenue sources. State appropriations and other externally restricted funds are not included in the Pledged Revenues. Under the Resolution, BSU has a debt service covenant and additional bonds test of at least 1.1 times. There is no debt service reserve fund. For FY 2015, Pledged Revenues of \$216 million cover pro-forma maximum annual debt service (including the Series 2016A bonds) almost 12 times.

#### Use of Proceeds

Proceeds from the Series 2016A bonds will be used to refund all or a portion of certain maturities of the Series 2007A and 2009A General Revenue Bonds and to pay costs of issuance.

#### Obligor Profile

Boise State University is well positioned to maintain a stable market position as the largest comprehensive public university in Idaho (by enrollment) with total headcount of over 22,000 students. The main campus is in Boise, Idaho, with several off campus centers in the surrounding areas that typically serve part-time and non-traditional students.



## Methodology

The principal methodology used in this rating was Global Higher Education published in November 2015. Please see the Ratings Methodologies page on [www.moody's.com](http://www.moody's.com) for a copy of this methodology.

## Ratings

Exhibit 2

### Boise State University, ID

Issue	Rating
General Revenue Refunding Bonds, Series 2016A	Aa3
Rating Type	Underlying LT
Sale Amount	\$62,990,000
Expected Sale Date	04/07/2016
Rating Description	Revenue: Public University Broad Pledge

Source: Moody's Investors Service

© 2016 Moody's Corporation, Moody's Investors Service, Inc., Moody's Analytics, Inc. and/or their licensors and affiliates (collectively, "MOODY'S"). All rights reserved.

CREDIT RATINGS ISSUED BY MOODY'S INVESTORS SERVICE, INC. AND ITS RATINGS AFFILIATES ("MIS") ARE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES, AND CREDIT RATINGS AND RESEARCH PUBLICATIONS PUBLISHED BY MOODY'S ("MOODY'S PUBLICATIONS") MAY INCLUDE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES. MOODY'S DEFINES CREDIT RISK AS THE RISK THAT AN ENTITY MAY NOT MEET ITS CONTRACTUAL, FINANCIAL OBLIGATIONS AS THEY COME DUE AND ANY ESTIMATED FINANCIAL LOSS IN THE EVENT OF DEFAULT. CREDIT RATINGS DO NOT ADDRESS ANY OTHER RISK, INCLUDING BUT NOT LIMITED TO: LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY. CREDIT RATINGS AND MOODY'S OPINIONS INCLUDED IN MOODY'S PUBLICATIONS ARE NOT STATEMENTS OF CURRENT OR HISTORICAL FACT. MOODY'S PUBLICATIONS MAY ALSO INCLUDE QUANTITATIVE MODEL-BASED ESTIMATES OF CREDIT RISK AND RELATED OPINIONS OR COMMENTARY PUBLISHED BY MOODY'S ANALYTICS, INC. CREDIT RATINGS AND MOODY'S PUBLICATIONS DO NOT CONSTITUTE OR PROVIDE INVESTMENT OR FINANCIAL ADVICE, AND CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT AND DO NOT PROVIDE RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES. NEITHER CREDIT RATINGS NOR MOODY'S PUBLICATIONS COMMENT ON THE SUITABILITY OF AN INVESTMENT FOR ANY PARTICULAR INVESTOR. MOODY'S ISSUES ITS CREDIT RATINGS AND PUBLISHES MOODY'S PUBLICATIONS WITH THE EXPECTATION AND UNDERSTANDING THAT EACH INVESTOR WILL, WITH DUE CARE, MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY THAT IS UNDER CONSIDERATION FOR PURCHASE, HOLDING, OR SALE.

MOODY'S CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT INTENDED FOR USE BY RETAIL INVESTORS AND IT WOULD BE RECKLESS AND INAPPROPRIATE FOR RETAIL INVESTORS TO USE MOODY'S CREDIT RATINGS OR MOODY'S PUBLICATIONS WHEN MAKING AN INVESTMENT DECISION. IF IN DOUBT YOU SHOULD CONTACT YOUR FINANCIAL OR OTHER PROFESSIONAL ADVISER. ALL INFORMATION CONTAINED HEREIN IS PROTECTED BY LAW, INCLUDING BUT NOT LIMITED TO, COPYRIGHT LAW, AND NONE OF SUCH INFORMATION MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY'S PRIOR WRITTEN CONSENT.

All information contained herein is obtained by MOODY'S from sources believed by it to be accurate and reliable. Because of the possibility of human or mechanical error as well as other factors, however, all information contained herein is provided "AS IS" without warranty of any kind. MOODY'S adopts all necessary measures so that the information it uses in assigning a credit rating is of sufficient quality and from sources MOODY'S considers to be reliable including, when appropriate, independent third-party sources. However, MOODY'S is not an auditor and cannot in every instance independently verify or validate information received in the rating process or in preparing the Moody's Publications.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability to any person or entity for any indirect, special, consequential, or incidental losses or damages whatsoever arising from or in connection with the information contained herein or the use of or inability to use any such information, even if MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers is advised in advance of the possibility of such losses or damages, including but not limited to: (a) any loss of present or prospective profits or (b) any loss or damage arising where the relevant financial instrument is not the subject of a particular credit rating assigned by MOODY'S.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability for any direct or compensatory losses or damages caused to any person or entity, including but not limited to by any negligence (but excluding fraud, willful misconduct or any other type of liability that, for the avoidance of doubt, by law cannot be excluded) on the part of, or any contingency within or beyond the control of, MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers, arising from or in connection with the information contained herein or the use of or inability to use any such information.

NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SUCH RATING OR OTHER OPINION OR INFORMATION IS GIVEN OR MADE BY MOODY'S IN ANY FORM OR MANNER WHATSOEVER.

Moody's Investors Service, Inc., a wholly-owned credit rating agency subsidiary of Moody's Corporation ("MCO"), hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by Moody's Investors Service, Inc. have, prior to assignment of any rating, agreed to pay to Moody's Investors Service, Inc. for appraisal and rating services rendered by it fees ranging from \$1,500 to approximately \$2,500,000. MCO and MIS also maintain policies and procedures to address the independence of MIS's ratings and rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually at [www.moody's.com](http://www.moody's.com) under the heading "Investor Relations — Corporate Governance — Director and Shareholder Affiliation Policy."

Additional terms for Australia only: Any publication into Australia of this document is pursuant to the Australian Financial Services License of MOODY'S affiliate, Moody's Investors Service Pty Limited ABN 61 003 399 657 AFSL 336969 and/or Moody's Analytics Australia Pty Ltd ABN 94 105 136 972 AFSL 383569 (as applicable). This document is intended to be provided only to "wholesale clients" within the meaning of section 761G of the Corporations Act 2001. By continuing to access this document from within Australia, you represent to MOODY'S that you are, or are accessing the document as a representative of, a "wholesale client" and that neither you nor the entity you represent will directly or indirectly disseminate this document or its contents to "retail clients" within the meaning of section 761G of the Corporations Act 2001. MOODY'S credit rating is an opinion as to the creditworthiness of a debt obligation of the issuer, not on the equity securities of the issuer or any form of security that is available to retail investors. It would be reckless and inappropriate for retail investors to use MOODY'S credit ratings or publications when making an investment decision. If in doubt you should contact your financial or other professional adviser.

Additional terms for Japan only: Moody's Japan K.K. ("MJKK") is a wholly-owned credit rating agency subsidiary of Moody's Group Japan G.K., which is wholly-owned by Moody's Overseas Holdings Inc., a wholly-owned subsidiary of MCO. Moody's SF Japan K.K. ("MSFJ") is a wholly-owned credit rating agency subsidiary of MJKK. MSFJ is not a Nationally Recognized Statistical Rating Organization ("NRSRO"). Therefore, credit ratings assigned by MSFJ are Non-NRSRO Credit Ratings. Non-NRSRO Credit Ratings are assigned by an entity that is not a NRSRO and, consequently, the rated obligation will not qualify for certain types of treatment under U.S. laws. MJKK and MSFJ are credit rating agencies registered with the Japan Financial Services Agency and their registration numbers are FSA Commissioner (Ratings) No. 2 and 3 respectively.

MJKK or MSFJ (as applicable) hereby disclose that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MJKK or MSFJ (as applicable) have, prior to assignment of any rating, agreed to pay to MJKK or MSFJ (as applicable) for appraisal and rating services rendered by it fees ranging from JPY200,000 to approximately JPY350,000,000.

MJKK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.

REPORT NUMBER 1021246

## Contacts

Eva Bogaty  
VP-Senior Analyst  
eva.bogaty@moodys.com

415-274-1765

## CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

**THIS PAGE INTENTIONALLY LEFT BLANK**



# RatingsDirect®

---

## Boise State University, Idaho; Public Coll/Univ - Unlimited Student Fees

**Primary Credit Analyst:**

Debra S Boyd, New York (1) 415-371-5063; [debra.boyd@standardandpoors.com](mailto:debra.boyd@standardandpoors.com)

**Secondary Contact:**

Robert D Dobbins, CPA, San Francisco (1) 415-371-5054; [robert.dobbins@standardandpoors.com](mailto:robert.dobbins@standardandpoors.com)

### Table Of Contents

---

Rationale

Outlook

Enterprise Profile

Financial Profile

Related Criteria And Research

# Boise State University, Idaho; Public Coll/Univ - Unlimited Student Fees

## Credit Profile

US\$62.99 mil gen rev rfdg bnds ser 2016A dtd 04/28/2016 due 04/01/2039

*Long Term Rating*

A+/Stable

New

**Boise St Univ Gen Rev bnds ser 2007A**

*Long Term Rating*

A+/Stable

Affirmed

## Rationale

Standard & Poor's Ratings Services assigned its 'A+' long-term rating to Boise State University (BSU), Idaho's series 2016A general revenue refunding bonds. At the same time, Standard & Poor's affirmed its 'A+' long-term rating and underlying rating (SPUR) on the university's parity debt. The outlook is stable.

We assessed the university's enterprise profile as strong, characterized by a stable management team, with respectable student quality characteristics helping to partly offset softening demand over the past three years. We assessed BSU's financial profile as very strong with consistent full-accrual operating surpluses and available resources that are in line with the rating category. We believe these combined credit factors lead to an indicative stand-alone credit profile of 'a+'. In our opinion, the 'A+' rating on the university's bonds reflects BSU's strength of operations, offset by enrollment declines. Pro forma maximum annual debt service (MADS) is above average and we anticipate that BSU will issue as much as \$57 million in new debt in the next two years, but we believe that this debt level should remain manageable so long as BSU maintains positive operations and increases its available resources.

The rating further reflects our assessment of BSU's:

- History of reporting positive adjusted financial operations on a full-accrual basis,
- Good fiscal stewardship with a focus on operations and conservative budgeting, and
- Adequate available resource ratios for the rating category.

Partly offsetting the above strengths, in our view, are BSU's:

- High pro forma debt burden,
- Trend of fluctuating enrollment with softening in the most recent year given a decline in college-ready high school students in the region, and
- Above-average pro forma MADS burden of about 4.8% of 2015 operating expenses.

The series 2016A bond proceeds will be used to advance refund the university's 2007A and 2009A bonds. All of BSU's existing bonds, including the series 2016A general refunding bonds, are parity general revenue debt secured by an unlimited student fee pledge of the university. This student fee is internally dedicated to debt service, and there is no debt service reserve fund.

Boise State University is located in Boise in western Idaho. BSU was founded in 1932 and has the largest student enrollment of any post-secondary institution in Idaho with 15,451 full-time equivalent (FTE) students as of fall 2015. The university is fully accredited by the Northwest Commission on Colleges and Universities through 2018, and a number of its academic programs have also obtained specialized accreditation. The majority of students are undergraduates (about 87%) and more than 67% of the student body is from the state. The university has a growing e-campus, which has grown to a headcount of over 27,000 students.

## **Outlook**

The stable outlook reflects our expectation that over the next two years the university will continue to generate balanced or better operating results on a full-accrual basis, maintain its existing available resources relative to operations and debt, and weather fluctuating and softening enrollment trends. We expect that future debt will coincide with a commensurate increase in available resources and that BSU will maintain a manageable debt burden.

### **Downside scenario**

Credit factors that could lead to a negative rating action during the outlook period include continued enrollment declines, significant operating deficits, erosion of available resources relative to the rating category, or the issuance of new debt to levels that significantly increase the university's debt burden and cause available resources relative to debt to decline to levels that are less than adequate for the rating.

### **Upside scenario**

Although upward movement of the rating is unlikely during the outlook period given the university's variable demand and enrollment and above-average debt burden, credit factors that could lead to a positive rating action beyond the outlook period include substantial improvement in the university's available resource ratios relative to the rating category and stabilization of BSU's enrollment profile.

## **Enterprise Profile**

### **Industry risk**

Industry risk addresses our view of the higher education sector's overall cyclical and competitive risk and growth through application of various stress scenarios and evaluation of barriers to entry, levels and trends of profitability, substitution risk, and growth trends observed in the industry. We believe the higher education sector represents a low credit risk when compared with other industries and sectors.

### **Economic fundamentals**

In our view, BSU has limited geographic diversity, with more than 67% of students coming from Idaho. As such, our assessment of BSU's economic fundamentals is anchored by the state GDP per capita.

### **Market position and demand**

BSU has been challenged with softening demand within its undergraduate program and FTE enrollment. In fall 2015 its undergraduate FTE enrollment fell by 2.6% to 13,928 students and its total FTE enrollment declined by 1.2% to 14,541. Management attributes the decreases to local changes, including fewer regional college-ready high school

graduates and price sensitivity associated with the rising costs of education. Management reports that enrollment should begin to stabilize and has noted that applications for fall 2016 have increased, but has conservatively budgeted for FTE enrollment declines in fiscal 2016. On the upside, graduate enrollment continues to grow and increased by a healthy 2.4% for fall 2015.

In our view, the enrollment and demand profile is adequate but somewhat variable. Excluding fall 2015, BSU has experienced volatility in its freshman undergraduate applications with applications increasing by as much as 11% (fall 2014) and decreasing by as much as 21% (fall 2013). The university's freshman selectivity rate weakened to 80% in fall 2015 from 54% in fall 2012. Its freshman matriculation rate portrayed a similar trend, weakening to 34% from 53% in the same period. However, in fall 2015 student quality as measured by the average entering freshman's ACT score increased slightly to 23.3 as did its retention rate, which improved to a healthy 76%. Its six-year graduation rate remains weak at 38%.

BSU provides 1,860 beds on campus in residence halls, 201 leased apartments, and 360 townhomes. Management reports that occupancy rates as of fall 2015 were at 91% for residence halls, 98% for the apartments, and 98% for the townhomes, which we consider strong.

BSU fundraising is done through the BSU Foundation. Management reports that gifts increased to \$31.3 million from \$10.1 million during the first six months of fiscal 2016 as a result of a \$25 million gift for a new on-campus science building. BSU is also in the middle of a \$25 million scholarship campaign with \$29 million raised through March 2016. The campaign is scheduled to complete in June 2017 and management reports that it will continue to fundraise for this campaign. In our view, fundraising has improved and remains moderate. We expect fundraising to continue at historical levels.

### **Management and governance**

BSU's board and management team are in line with the rating. Dr. Bob Kustra has been president of BSU since 2003, prior to which he served two terms as lieutenant governor in Illinois and 10 years in the Illinois state legislature. The rest of the senior management team has remained relatively unchanged, which we believe lends stability to the overall credit profile. The responsibility for overall management and determination of university policies and standards is vested with the BSU board, which also serves as the Idaho State Board of Education, the Regents of the University of Idaho, the Board of Trustees for Idaho State University in Pocatello, the Board of Trustees for Lewis Clark State College in Lewiston, and the State Board for Professional-Technical Education and Vocational Rehabilitation. The governor appoints seven of the members of the combined boards for five-year terms. The elected state superintendent of public instruction serves ex officio as the eighth member of the board for a four-year term.

The university operates under a formal campus master plan and strategic plan. The most recent strategic plan, "Focus on Effectiveness," covers 2012 through 2017. This plan includes key performance indicators with goals that we believe are consistent and appropriate with the needs of the organization. We take a positive view of management's standards for operational performance and effectiveness. Management completed the state-mandated program prioritization to reduce costs and the corresponding strategic realignment in the past fiscal year. These efforts garnered efficiencies of more than \$2.6 million in fiscal 2015. This is a continuous process and a tool for management to reallocate resources and produce savings, enabling management to identify efficiencies and improve its overall cost structure. The



university budgets conservatively on a modified-accrual basis of accounting and produces interim comparative quarterly financial reports, including management's discussion and analysis, a best practice.

## **Financial Profile**

### **Financial management policies**

We consider BSU's financial management policies as robust. The university has formal policies for its endowment, investments, and debt. It operates according to a five-year strategic plan and has a formal policy for maintaining reserves. The financial policies assessment reflects our opinion that, despite some areas of risk, the organization's overall financial policies are not likely to hamper its ability to pay debt service. Our analysis of financial policies includes a review of the organization's financial reporting and disclosure, investment allocation and liquidity, debt profile, contingent liabilities, and legal structure and a comparison of these policies with those of comparable providers.

In line with our report "Assessing The Impact Of GASB 68 On U.S. Public Universities And Charter Schools," published Dec. 15, 2015 on RatingsDirect, we have made certain adjustments to the financial statements of public colleges and universities and certain public charter schools for financial results beginning with fiscal year end June 30, 2015 to enhance analytical clarity regarding the economic substance of the funding of liabilities, expenses, and deferred inflows and outflows of resources associated with pension plan obligations and a change in accounting principle as detailed in GASB Statement No. 68, "Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27." We believe these adjustments enhance analytical clarity from a credit perspective and result in more comparable financial metrics as long as states are able and willing to fund these pension liabilities. It is our understanding that the responsibility for BSU's pension liabilities will remain with the state.

### **Financial operations**

Being the state's largest public institution of higher education, BSU receives one of the largest portions of state appropriation funding allocated to public institutions: \$80.4 million in fiscal 2015 and \$84.3 million in fiscal 2016, both representing increases since funds were cut in fiscal 2011. In our view, the outlook for increased state funding for fiscal 2017 is positive with the governor's budget recommendation calling for an 8.8% increase for four-year higher education institutions, the largest increase for higher education since 1991. The Idaho Department of Public Works (DPW) also provides capital funding for various construction projects and repairs at the university; the amount varies from year to year. The university's revenue composition has remained about the same over the past year with appropriations at 22% of total operating revenue, gross tuition and student fees and auxiliary revenue at 50%, grants and contracts at 8%, and gifts at 5%.

BSU has a track record of producing surplus operations on a full-accrual basis with gains of \$30.0 million in fiscal 2015, \$28.8 million in fiscal 2014, and \$45.7 million in fiscal 2012. BSU also reported a \$2.9 million gain in net income before capital in fiscal 2015. Management expects operating performance to continue to be positive in fiscal 2016. Continued enrollment changes have pressured net tuition revenue, but the university has been able to increase net tuition revenue per student through modest tuition increases. Full-time tuition for the 2015-2016 academic year was \$6,876, an increase of 3.6%. For the 2016-2017 year, the board has approved a tuition increase of 2.6%, or a 3.7% total increase

when including student fees. In our view, these modest tuition increases should allow the university to continue to increase its net tuition revenue as enrollment stabilizes.

**Available resources**

We consider the university's financial resource ratios adequate for the rating category. Total net assets at June 30, 2015 declined by 1.4%, or negative \$5.5 million, as a result of the GASB 68 accounting reclassification of negative \$15.5 million. After adjustments for GASB 68 and the inclusion of the foundation's unrestricted net assets (UNA), BSU's available resources (as measured by adjusted UNA) totaled \$127.5 million, equal to 34% of operating expenses and 61% of pro forma debt.

The university benefits from a separate foundation that had total assets of \$154.9 million as of June 30, 2015, of which only 7%, or \$11 million, was unrestricted. The foundation's investment portfolio was valued at \$93 million as of Dec. 31, 2015 and is conservatively invested. At that time, the foundation's funds were invested 33% in international equities, 25% in fixed income, 32% in domestic equities, and the remainder in cash, real estate, hedge funds, and private equity. Management reports that the foundation's return was 1.1% as of June 30, 2015 but that it decreased 2.5% through Dec. 31, 2015. The university's treasury portfolio is used to manage cash and was valued at \$102.1 million as of Dec. 31, 2016 with 48% invested in the local government investment pool, 34% in corporate bonds, 6% in federal agency security, and 4% in the money market. At that time, the treasury account had an average weighted maturity of 128 days to provide liquidity when needed.

**Debt and contingent liabilities**

As of June 30, 2015, BSU had \$219.4 million in debt outstanding, which included \$634,000 in notes payable, which was paid off in March 2016, and \$752,000 in capital lease obligations. The remainder is general revenue debt. Upon the issuance of the series 2016A bonds, pro forma debt outstanding is expected to be about \$208.8 million. Total pro forma maximum annual debt service (MADS) of about \$17.84 million in 2020 is still above average but manageable, at 4.8% of fiscal 2015 adjusted operating expenses. We view management's debt portfolio as conservative with all debt being fixed rate with level amortization.

As outlined in its campus master plan, BSU plans to construct a \$52 million materials science building and a \$36 million fine arts building over the next five years. These projects will be financed through a combination of gifts, state support (for the fine arts building), and public debt. As part of the debt funding, management plans to issue about \$57 million in total over the next two years with \$27 million in new money for the materials science building and approximately \$30 million for the fine arts building. In our view, the university should have the capacity to issue this debt so long as it is able to maintain its existing available resources. Standard & Poor's will further evaluate the debt's effect on credit quality once plans are more fully developed.

<b>Boise State University</b>						
	<b>--Fiscal year ended June 30--</b>					<b>'A' public college and university medians</b>
	<b>2016</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>	<b>2012</b>	<b>2014</b>
<b>Enrollment and demand</b>						
Headcount	22,113	22,259	22,003	22,678	19,664	13,381
Full-time equivalent	15,451	15,643	15,599	16,136	15,215	10,819

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
APRIL 14, 2016**

**ATTACHMENT 6**

*Boise State University, Idaho; Public Coll/Univ - Unlimited Student Fees*

**Boise State University (cont.)**

	--Fiscal year ended June 30--					'A' public college and university medians
	2016	2015	2014	2013	2012	2014
Freshman acceptance rate (%)	79.6	77.0	76.1	58.8	54.2	72.5
Freshman matriculation rate (%)	34.0	35.7	38.1	41.3	52.7	MNR
Undergraduates as a % of total enrollment (%)	86.5	86.9	86.5	86.7	88.3	85.2
Freshman retention (%)	75.6	75.0	71.3	71.5	69.0	72.5
Graduation rates (five years) (%)	N.A.	N.A.	29.2	22.1	22.1	72.0
<b>Income statement</b>						
Adjusted operating revenue (\$000s)	N.A.	405,134	391,800	395,109	375,234	MNR
Adjusted operating expense (\$000s)	N.A.	375,153	362,977	349,455	334,008	MNR
Net adjusted operating income (\$000s)	N.A.	29,981	28,823	45,654	41,226	MNR
Net adjusted operating margin (%)	N.A.	7.99	7.94	13.06	12.34	MNR
Estimated operating gain/loss before depreciation (\$000s)	N.A.	55,640	53,860	68,674	61,862	MNR
Change in UNA (\$000s)	N.A.	(5,759)	(2,243)	2,584	5,458	MNR
State operating appropriations (\$000s)	N.A.	87,159	80,129	74,496	68,006	MNR
State appropriations to revenue (%)	N.A.	21.5	20.5	18.9	18.1	26.6
Student dependence (%)	N.A.	50.4	48.6	47.5	46.9	MNR
Health care operations dependence (%)	N.A.	N.A.	N.A.	N.A.	N.A.	MNR
Research dependence (%)	N.A.	8.2	8.7	9.8	10.4	MNR
Endowment and investment income dependence (%)	N.A.	0.1	0.8	0.1	0.1	0.7
<b>Debt</b>						
Outstanding debt (\$000s)	N.A.	219,376	229,437	237,481	238,943	141,343
Proposed debt (\$000s)	N.A.	62,990	N.A.	N.A.	N.A.	MNR
Total pro forma debt (\$000s)	N.A.	208,830	N.A.	N.A.	N.A.	MNR
Pro forma MADS	N.A.	17,839	N.A.	N.A.	N.A.	MNR
Current debt service burden (%)	N.A.	2.57	5.03	4.35	4.68	3.90
Current MADS burden (%)	N.A.	4.87	5.03	5.07	5.30	4.40
Pro forma MADS burden (%)	N.A.	4.76	N.A.	N.A.	N.A.	MNR
<b>Financial resource ratios</b>						
Endowment market value (\$000s)	N.A.	N.A.	95,666	83,399	75,966	84,593
Related foundation market value (\$000s)	N.A.	154,868	145,162	135,886	144,877	79,216
Cash and investments (\$000s)	N.A.	149,160	132,219	133,592	142,109	MNR
UNA (\$000s)	N.A.	93,639	99,398	101,641	99,057	MNR
Adjusted UNA (\$000s)	N.A.	127,490	120,345	120,261	114,604	MNR
Cash and investments to operations (%)	N.A.	39.8	36.4	38.2	42.5	47.2
Cash and investments to debt (%)	N.A.	68.0	57.6	56.3	59.5	97.3
Cash and investments to pro forma debt (%)	N.A.	71.4	N.A.	N.A.	N.A.	MNR
Adjusted UNA to operations (%)	N.A.	34.0	33.2	34.4	34.3	32.5

**Boise State University (cont.)**

	--Fiscal year ended June 30--					'A' public college and university medians
	2016	2015	2014	2013	2012	2014
Adjusted UNA plus debt service reserve to debt (%)	N.A.	58.1	52.5	50.6	48.0	62.1
Adjusted UNA plus debt service reserve to pro forma debt (%)	N.A.	61.0	N.A.	N.A.	N.A.	MNR
Average age of plant (years)	N.A.	10.8	10.2	10.3	10.6	13.2
OPEB liability to total liabilities (%)	N.A.	3.1	3.0	2.6	2.3	3.3

MADS--Maximum annual debt service. N.A.--Not available. MNR--Median not reported. UNA--Unrestricted net assets. Net operating margin = 100\*(net adjusted operating income/adjusted operating expense). Student dependence = 100\*(gross tuition revenue + auxiliary revenue) / adjusted operating revenue. Current debt service burden = 100\*(current debt service expense/adjusted operating expenses). Current MADS burden = 100\*(maximum annual debt service expense/adjusted operating expenses). Cash and investments = cash + short-term & long-term investments. Adjusted UNA = UNA + UNA of the foundation. Average age of plant = accumulated depreciation/depreciation & amortization expense.

**Related Criteria And Research**

**Related Criteria**

General Criteria: Methodology: Not-For-Profit Public And Private Colleges And Universities, Jan. 6, 2016

**Ratings Detail (As Of March 24, 2016)**

<b>Boise St Univ gen rev proj &amp; rfdg bnds</b>		
<i>Long Term Rating</i>	A+/Stable	Affirmed
<b>Boise St Univ gen rev rfdg bnds (Taxable)</b>		
<i>Long Term Rating</i>	A+/Stable	Affirmed
<b>Boise St Univ PCU_USF</b>		
<i>Long Term Rating</i>	A+/Stable	Affirmed
<b>Boise St Univ gen rev ser 2005A, 2007A, 2007B, 2007C (MBIA)</b>		
<i>Unenhanced Rating</i>	A+(SPUR)/Stable	Affirmed
<b>Boise St Univ stud union &amp; hsg rev bnds ser 2002</b>		
<i>Unenhanced Rating</i>	A+(SPUR)/Stable	Affirmed
<b>Boise St Univ Std University Fee &amp; Housing Sys ser 2002 (MBIA)</b>		
<i>Unenhanced Rating</i>	A+(SPUR)/Stable	Affirmed

Many issues are enhanced by bond insurance.

Copyright © 2016 Standard & Poor's Financial Services LLC, a part of McGraw Hill Financial. All rights reserved.

No content (including ratings, credit-related analyses and data, valuations, model, software or other application or output therefrom) or any part thereof (Content) may be modified, reverse engineered, reproduced or distributed in any form by any means, or stored in a database or retrieval system, without the prior written permission of Standard & Poor's Financial Services LLC or its affiliates (collectively, S&P). The Content shall not be used for any unlawful or unauthorized purposes. S&P and any third-party providers, as well as their directors, officers, shareholders, employees or agents (collectively S&P Parties) do not guarantee the accuracy, completeness, timeliness or availability of the Content. S&P Parties are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, for the results obtained from the use of the Content, or for the security or maintenance of any data input by the user. The Content is provided on an "as is" basis. S&P PARTIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, FREEDOM FROM BUGS, SOFTWARE ERRORS OR DEFECTS, THAT THE CONTENT'S FUNCTIONING WILL BE UNINTERRUPTED, OR THAT THE CONTENT WILL OPERATE WITH ANY SOFTWARE OR HARDWARE CONFIGURATION. In no event shall S&P Parties be liable to any party for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including, without limitation, lost income or lost profits and opportunity costs or losses caused by negligence) in connection with any use of the Content even if advised of the possibility of such damages.

Credit-related and other analyses, including ratings, and statements in the Content are statements of opinion as of the date they are expressed and not statements of fact. S&P's opinions, analyses, and rating acknowledgment decisions (described below) are not recommendations to purchase, hold, or sell any securities or to make any investment decisions, and do not address the suitability of any security. S&P assumes no obligation to update the Content following publication in any form or format. The Content should not be relied on and is not a substitute for the skill, judgment and experience of the user, its management, employees, advisors and/or clients when making investment and other business decisions. S&P does not act as a fiduciary or an investment advisor except where registered as such. While S&P has obtained information from sources it believes to be reliable, S&P does not perform an audit and undertakes no duty of due diligence or independent verification of any information it receives.

To the extent that regulatory authorities allow a rating agency to acknowledge in one jurisdiction a rating issued in another jurisdiction for certain regulatory purposes, S&P reserves the right to assign, withdraw, or suspend such acknowledgement at any time and in its sole discretion. S&P Parties disclaim any duty whatsoever arising out of the assignment, withdrawal, or suspension of an acknowledgment as well as any liability for any damage alleged to have been suffered on account thereof.

S&P keeps certain activities of its business units separate from each other in order to preserve the independence and objectivity of their respective activities. As a result, certain business units of S&P may have information that is not available to other S&P business units. S&P has established policies and procedures to maintain the confidentiality of certain nonpublic information received in connection with each analytical process.

S&P may receive compensation for its ratings and certain analyses, normally from issuers or underwriters of securities or from obligors. S&P reserves the right to disseminate its opinions and analyses. S&P's public ratings and analyses are made available on its Web sites, [www.standardandpoors.com](http://www.standardandpoors.com) (free of charge), and [www.ratingsdirect.com](http://www.ratingsdirect.com) and [www.globalcreditportal.com](http://www.globalcreditportal.com) (subscription) and [www.spcapitaliq.com](http://www.spcapitaliq.com) (subscription) and may be distributed through other means, including via S&P publications and third-party redistributors. Additional information about our ratings fees is available at [www.standardandpoors.com/usratingsfees](http://www.standardandpoors.com/usratingsfees).

**THIS PAGE INTENTIONALLY LEFT BLANK**

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**BOISE STATE UNIVERSITY**

**SUBJECT**

Professional fees for selected undergraduate engineering programs

**REFERENCE**

February 2016  
April 2016

Board approved first reading of Policy V.R.  
Board considered second reading of Policy V.R.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education (Board) Governing Policies & Procedures, Section V.R.3.b.iv

**BACKGROUND/DISCUSSION**

At the February 2016 Board meeting, the Board approved the first reading of proposed changes to the professional fees policy after several years of discussion about the merits of allowing for “differential” and/or “cost-based” fees. As stated in that agenda item, Boise State University (BSU) initially sought permission to present two differential fee proposals for consideration. However, neither of these proposals met the criteria for the “professional fee” programs in Board Policy V.R. due to the credentialing/licensure requirement. The policy revision which is currently under consideration would allow for these fees to be considered in one of the proposed disciplines, engineering, because in that revision professional licensure is encouraged in these programs, but may not be required to practice in the profession, particularly at entry levels.

BSU is proposing professional fees for four College of Engineering programs that are accredited by the Engineering Accreditation Commission of the Accreditation Board for Engineering and Technology, Inc (ABET). These programs are civil engineering, electrical and computer engineering, mechanical engineering, and materials science engineering. While these programs provide the minimum capabilities for graduates to practice in their field of study, professional licensure requirements vary by discipline and industry. All of these programs are impacted by the high cost of instruction. Since salaries and benefits constitute over 90 percent of the budgets of academic colleges, the cost of instruction consists primarily of faculty compensation costs. These costs are much higher in these engineering programs, ranging from 26 to 31 percent more than salaries in all other programs at BSU, with the exception of the College of Business and Economics (COBE). A comparison of departmental average of salaries follows:

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
APRIL 14, 2016**

<b>Departmental Averages of Salaries</b>			
	<b>Assistant Professor</b>	<b>Associate Professor</b>	<b>Professor</b>
<b><i>Engineering (Civil, ECE, MBE, MSE)</i></b>	\$83,653	\$89,062	\$107,268
Other Departments (Excludes COBE and CS)	\$57,757	\$65,963	\$80,544
Departments in COBE	\$106,525	\$103,011	\$105,191

Careful consideration was given to selecting programs for this request for professional fees in specific undergraduate programs. For example, two other College of Engineering programs were considered and rejected for the following reasons: The Computer Sciences (CS) program commands some of the highest faculty salaries at BSU due to the high demand and competitiveness for faculty with these skills. However, the legislature provided funding in the FY2016 budget to fund eight faculty lines, thus most of the high cost has been covered from this line item appropriation. Another program, Construction Management, has faculty salaries that are more aligned with BSU's current average salaries and was not included for consideration.

Another important factor for the programs selected for consideration is the high rates of employment for students who graduate from these programs and their higher average salaries.

<b>National Association of Colleges and Employers: January 2015 Salary Survey Projected Annual Salary for Baccalaureate Graduates</b>	
<b>Discipline</b>	<b>Average Annual Salary</b>
<b><i>Engineering</i></b>	<b>\$62,998</b>
Computer Science	\$61,287
Math & Sciences	\$56,171
Business	\$51,508
Agriculture & Natural Resources	\$51,220
Healthcare	\$50,839
Communications	\$49,395
Social Sciences	\$49,047
Humanities	\$45,042

Finally, it is important to note that faculty salaries in the College of Business and Economics (COBE) are actually the highest at BSU. However, most disciplines within that college do not have a licensure provision to practice. BSU will continue to analyze programs within the College of Business to determine which, if any, might be considered for professional fees in the future. The ability to charge for



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

professional fees for the programs requested will allow for further investment in these high demand programs that will improve both the quality of the students' academic experience and the ability to expand access to certain high demand programs that are currently oversubscribed. For these programs, additional instructional support is key to student success. For example, adding teaching and learning assistants helps students succeed and graduate on time. In many cases, students avoid repeating courses if they have access to assistance early in the semester. Specific examples for program needs are as follows:

**Mechanical Engineering (ME)**. Enrollment is currently capped for students entering their junior year due to the lack of funding necessary to add instructional staff to keep pace with the enrollment growth. The professional fee will be used to hire additional faculty, lecturers and student support staff to enable "open" enrollment in upper division courses.

**Civil Engineering (CE)**. This program would benefit by adding a lecturer with industry experience to teach Senior Design. The ability to hire instructors with strong industry contacts improves the quality of instruction and better prepares students for careers in this field.

**Electrical and Computer Engineering (ECE) and Materials Science and Engineering (MSE)**. Both of these programs have significant facility costs in terms of microelectronic processing and materials characterization. The Idaho Microfabrication Laboratory and the materials characterization facilities are more sophisticated than a typical laboratory and require staff with specialized skills. The fee would also be used to hire teaching assistants to provide critical instructional support for undergraduate students.

If approved, BSU will carefully monitor enrollments and determine if these professional fees create additional barriers for students seeking to enroll in these programs.

Board policy also requires that special course fees be eliminated for these programs if the professional fee is approved. For the current fiscal year (FY16), approximately \$78,000 was collected as special course fees for these programs. That lost revenue would be offset by approximately \$333,000 in new revenue from the \$35 fee that can be used to cover the costs described above to help meet program needs. These engineering majors would pay an average of \$569 more per year in their upper division studies to obtain a degree in these highly competitive fields.

**STAFF COMMENTS AND RECOMMENDATIONS**

Consideration of these fees is contingent on the approval of the second reading of Board Policy V.R. BSU has been selective in determining which of its engineering programs would be able to significantly improve success with the establishment of

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

a professional fee. BSU's analysis suggests that the four programs nominated for professional fees, under the revised Board policy which makes licensure an optional (rather than mandatory) criterion for professional fees, would improve access, quality of professional preparation, and output for these programs. The institution is not submitting a blanket request for professional fees for all programs within the College of Engineering, but is using external funding and reallocating internal funds, where possible, to support a number of these programs. The proposed professional fees would result in the elimination of course fees for these programs, with a projected net cost increase to the affected students estimated to be less than \$600 dollars per year, on career tracks which will lead to annual salaries which average more than \$10,000 per year above the institution's non-engineering majors. Staff recommends that approval of professional fees for the four proposed programs be considered in the following order: Mechanical Electrical (ME) Engineering, Civil Engineering (CE), Electrical and Computer Engineering (ECE), and Materials Science Engineering (MSE).

**BOARD ACTION**

I move to approve the request by Boise State University to charge a professional fee in the amount of \$35 per credit for required upper division courses for baccalaureate programs the following engineering programs:

1. Civil Engineering;
2. Electrical and Computer Engineering;
3. Mechanical Engineering; and
4. Materials Science Engineering.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**UNIVERSITY OF IDAHO**

**SUBJECT**

Student Health Insurance Program (SHIP) approval of contract

**REFERENCE**

April 2010

February 2016

Board approved SHIP Consortium contract

Board approved first reading of amendments allowing institutions to provide student health insurance at their discretion

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.P.16 and Section V.I.3

**BACKGROUND/DISCUSSION**

The University of Idaho (UI) continues to be in compliance with the health insurance policies adopted by the State Board of Education (Board) and UI. The SHIP provides outstanding coverage that students can rely on for their medical and prescription health insurance protection. Our program complies with national standards for student health insurance benefits endorsed by the American College Health Association. UI's SHIP includes three primary components: 1) fully insured coverage, 2) claims administration, and 3) self-insured primary care. SHIP vendor contract rates are negotiated annually utilizing current actuarial projections and anticipated increases in medical costs.

UI seeks approval of a new contract with United Healthcare Student Resources to provide the coverage under the first component above; specifically a fully-insured student health insurance plan for our domestic and international students. United Healthcare Student Resources was the successful responder to UI's RFP for these services and is also the current provider of these service to UI. The proposed contract generally continues the services UI has been obtaining from United Healthcare under the current contract.

Attached hereto is the proposed contract (Attachment 1), UI's RFP for the contract (Attachment 2) which also includes UI General Terms and Conditions of Contract, and the RFP Response of United Healthcare (Attachment 3). These documents comprise the full contract.

**IMPACT**

The Term of the Agreement is one year with extensions upon mutual agreement for four additional one-year terms. Premiums are negotiated annually with the annual premium for FY 17 set at \$1,548 per enrolled student. UI pays premiums based on the total number of enrolled students and bills the enrolled students an equal amount. Over the past three years student enrollment in the plan has

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

fluctuated between 1,900 and 2,200 students. Enrollment of 2,100 students would result in a total premium of \$3,250,800.

**ATTACHMENTS3**

Attachment 1 – Proposed Contract	Page 3
Attachment 2 – RFP	Page 7
Attachment 3 – United Healthcare Proposal	Page 45

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed SHIP contract would provide comprehensive coverage for University of Idaho Students at a very competitive price. The University is to be commended for its continuing efforts with vendors and local medical service providers to obtain excellent value for cost in a national market and regulatory environment in which students at many other institutions have seen marked reductions in coverage and steep increases in prices. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to enter into a contract with United Healthcare Student Resources for a fully-insured student health insurance plan for their domestic and international students in substantial conformance to the materials provided to the Board in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**ATTACHMENT 1**

UNIVERSITY OF IDAHO  
AGREEMENT NUMBER UI-776

The University of Idaho (the “University”) hereby awards to United Healthcare Student Resources (the “Contractor”) Agreement number UI-776 to furnish Student Health Insurance Plan (SHIP) to the University, as specified in University of Idaho Request for Proposals Number 16-51M, in accordance with the terms and conditions of the Request for Proposals.

This Agreement is supplemented by a) University of Idaho Request for Proposals Number 16-51M; b) United Healthcare Student Resources’ proposal dated January 27, 2016; and c) University of Idaho General Terms and Conditions, which have been agreed to by the parties and by this reference are made a part hereof as though fully set forth herein. To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) University of Idaho Agreement Number UI-776; 2) University of Idaho Request for Proposals Number 16-51M; 3) United Healthcare Student Resources’ proposal dated January 27, 2016; and 4) University of Idaho General Terms and Conditions.

1.1 NOTICES

Any notice under this Agreement shall be in writing and be delivered either in-person, delivery service, certified mail with return receipt requested, or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                      University of Idaho  
    Contracts and Purchasing Services  
    875 Perimeter Drive MS 2006  
    Moscow, Idaho 83844-2006  
    Attn.: Julia R. McIlroy, Director  
    Phone: (208) 885-6123  
    Email: [juliam@uidaho.edu](mailto:juliam@uidaho.edu)

the Contractor:                      United Healthcaare Student Resources  
    805 Executive Center Drive West, Suite 220  
    St. Petersburg, Florida 33702  
    Attn.: Dale Burns, Senior Vice President  
    Phone: (800) 237-0903  
    Email: [DBurns@uhcsr.com](mailto:DBurns@uhcsr.com)

Any notice shall be deemed to have been given on the earlier of : (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

## 1.2 SEVERABILITY

The terms and conditions of this Agreement are declared severable if any term or condition of this Agreement or the application thereof to any person(s) or circumstance(s) is held invalid. Such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

## 1.3 BID PRICE

The bid price shall include everything necessary for the performance of this Agreement, including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as specifically otherwise provided in this Agreement. Prices quoted on the Bid Form shall include all freight and/or delivery charges. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly.

## 1.4 TERM OF AGREEMENT

The initial term of this Agreement shall be one (1) year, commencing upon the date of execution by the University. The term of this Agreement may, if mutually agreed upon, be extended by four, one-year increments for a total of four (4) additional years, provided the parties mutually agree at least thirty (30) days prior to the expiration date of such term or extension. During extension periods, all terms and conditions of this Agreement shall remain in effect.

## 1.5 CONTINUATION DURING DISPUTES

The Contractor agrees that, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

## 1.6 INVOICES

All invoices must contain the name of the University department, purchase order number, itemization of materials and services, and correct Agreement pricing. A packing slip referencing current pricing must accompany each order.

Invoices for payment must be submitted by the Contractor to:

University of Idaho  
Accounts Payable

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**ATTACHMENT 1**

875 Perimeter Drive MS 4244  
Moscow, ID 83844-4244

**1.7 ENTIRE AGREEMENT**

This Agreement, including all exhibits and attachments which are hereby included and incorporated, constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by both the University and the Contractor.

The effective date of this contract is July 1, 2016.

For the Regents of the  
UNIVERSITY OF IDAHO  
RESOURCES

UNITED HEALTHCARE STUDENT

SIGN \_\_\_\_\_

SIGN \_\_\_\_\_

PRINT \_\_\_\_\_

PRINT \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**THIS PAGE INTENTIONALLY LEFT BLANK**





Contracts & Purchasing Services  
1028 West Sixth Street  
Shoup Hall – Room 319  
Moscow, Idaho 83844-2006

**REQUEST FOR PROPOSALS NO. 16-51M**

**FOR**

**Student Health Insurance Plan  
(SHIP)**

For additional information please contact:

Julia R. McIlroy, Director  
Contracts & Purchasing Services  
Phone (208) 885-6123  
Fax (208) 885-6060  
juliam@uidaho.edu

Date Issued: December 18, 2015  
Proposals Due: Thursday, January 28, 2016, @ 4:00 p.m. Pacific Time  
Pre-proposal Conference: Not Applicable



*Request for Proposals  
Student Health Insurance Plan  
(SHIP)*

**RFP NO: 16-51M**

December 17, 2015

UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 16-51M

PROPOSAL RESPONSE CERTIFICATION

\_\_\_\_\_  
DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers \_\_\_\_\_ to \_\_\_\_\_ have been received and were examined as part of the RFP document.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number and Fax Number

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
E-mail Address

---

State of Incorporation

---

Tax ID Number

Business Classification Type (Please check mark if applicable):

- Minority Business Enterprise (MBE) \_\_\_\_\_
- Women Owned Business Enterprise (WBE) \_\_\_\_\_
- Small Business Enterprise (SBE) \_\_\_\_\_
- Veteran Business Enterprise (VBE) \_\_\_\_\_
- Disadvantaged Business Enterprise (DBE) \_\_\_\_\_

*Business Classification Type is used for tracking purposes, not as criteria for award.*

1-1 SCOPE OF WORK

The University of Idaho (herein referred to as the University or UI) is seeking proposals for a fully-insured student health insurance plan for their Domestic and International students (no dependents are on SHIP at this time). This Request for Proposal (RFP) is predicated on the continued use of the claims administrator under contract to the University (AmeriBen, located in Boise, ID), or you can alternately propose a different claims administrator. We utilize an outside consultant for student insurance consulting services, ECI, so we ask that **offers be direct without the involvement of outside brokers/consultants** unless necessary for an exclusive fully-insured carrier arrangement. Any involvement of brokers/consultants and their services to respond to this RFP should be easily identified in any Offeror’s response and such services should be outlined in detail in any response to this RFP along with a transparent itemization of commissions/administration fees for such services.

1-2 PROPOSAL SUBMISSION

Proposal are to be **SEALED and CLEARLY IDENTIFIED** with the Request for Proposals number, due date and time, Proposer’s name and address, and submitted no later than 4:00 p.m., Pacific Time, January 28, 2016, University of Idaho Contracts & Purchasing Services, 1028 West Sixth Street, Shoup Hall – Room 319, Moscow, ID 83844-2006.

A facsimile response or an electronic response to this Request for Proposals does not meet the requirement of a sealed proposal and will not be accepted.

Proposal are to be signed by such individual or individuals who have full authority from the Proposer to enter into a binding Agreement on behalf of the Proposer so that an Agreement may be established as a result of acceptance of the proposal submitted. By reference, the terms and conditions set forth in the Request for Proposals shall serve as the Agreement terms and conditions. In addition, the laws of the State of Idaho shall apply. No other terms and conditions will apply unless submitted as a part of the proposal response and accepted by the University.

Proposals received after the exact time specified for receipt will not be considered.

1-3 REQUEST FOR PROPOSALS SCHEDULE

Release of RFP	Thursday, December 18, 2015
Deadline for submission of inquiries from vendors	Thursday, January 7, 2016
Deadline for UI to issue RFP addenda	Thursday, January 14, 2016
<b>Due date for submission of proposals</b>	<b>Thursday, January 28, 2016 at 4:00 pm PST</b>
Vendor interviews/negotiations at UI	Week of February 8, 2016
Announcement of award	Anticipated February 15, 2016

#### 1-4 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP

Any interpretation, correction, or change in the RFP will be made by addendum by the University. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and no Proposer may rely upon any such interpretation, correction, or change.

#### 1-5 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A Proposer may modify or withdraw a proposal at any time prior to the specified time and date set for the proposal closing. Such a request for modification or withdrawal must be in writing and executed by a person with authority as set forth under paragraph 1-2 above, or by facsimile notice subsequently confirmed in writing.

#### 1-6 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal shall be initialed by the person(s) signing the proposal.

#### 1-7 ACKNOWLEDGMENT OF ADDENDA TO RFP

Receipt of an addendum to this RFP shall be acknowledged by a Proposer on the Proposal Response Certification (see Foreword of this RFP).

#### 1-8 PROPOSAL COPIES

**Four (4)** written complete copies of the proposal shall be submitted to the University.

#### 1-9 OFFER ACCEPTANCE PERIOD

A proposal shall constitute an offer to contract on the terms and conditions contained in this RFP and the proposal. Said proposal shall constitute an irrevocable offer for ninety (90) calendar days from the proposal opening date, even if the University makes one or more counter offers.

#### 1-10 REJECTION OF PROPOSALS

The University, in its sole discretion, expressly reserves the right to reject any or all proposals or portions thereof, to reissue a Request for Proposal, and to waive informalities, minor irregularities, discrepancies, and any other matter or shortcoming.

#### 1-11 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the prosecution and completion of the Agreement including, but not limited to, furnishing all materials and all management, supervision, labor, and service, except as may be provided otherwise in the Agreement Documents. In the event of discrepancy between the unit prices and their extensions, the total price will be adjusted accordingly. In the

event of discrepancy between the sums of the extended total prices, the Total Proposal Price will be adjusted accordingly. The proposal price shall not include any allowance for Idaho state sales/use tax.

The University will evaluate the total price for the basic requirements with any options(s) exercised at the time of award. Evaluation of options will not obligate the University to exercise the option(s).

The University may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

The proposal price should be reflected in Attachment (A) Pricing Proposal Costs Sheet.

#### 1-12 TERM OF AGREEMENT

The initial term of this agreement shall be for one (1) year (Plan Year 2016-17), commencing upon the date of execution by the University. The term of this agreement may, if mutually agreed upon in writing, be extended for four (4) additional plan year (2017-18 through 2019-20) increments, subject to the annual renewal process.

In the event funding approval is not obtained by the University, this Agreement shall become null and void effective the date of the start of any Plan Year. During extension periods, all terms and conditions of this Agreement shall remain in effect.

#### 1-13 AWARD OF AGREEMENT

The University shall make the award to the responsible Proposer whose proposal will be most advantageous to the University with respect to price, conformance to the specifications, quality, and other factors as evaluated by the University. The University is not required or constrained to award the Agreement to the Proposer proposing the lowest price.

The University may award an Agreement on the basis of initial offers received, without discussion; therefore, each initial offer should contain the offeror's best terms from a cost and technical standpoint.

#### 1-14 RECORD OF PURCHASES

Contractor will provide Purchasing Services a detailed usage report of items/services ordered, quantities, and pricing under this Agreement upon request.

1-15 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal by writing to the Manager of Purchasing Services. The appeal must be received by the Manager of Purchasing Services within five working days after the award is made, must describe the basis for the appeal, and must include all argument and evidence the Proposer wishes the Manager of Purchasing Services to consider. Keeping track of the date an award is made is the responsibility of the Proposer(s).

1-16 PRE-PROPOSAL CONFERENCE

There is no pre-proposal conference scheduled for this RFP process. Proposers may request site visits to review facilities, but no inquiries may be submitted outside of the process specified in Section 1-4.

2-1 GENERAL

Proposers shall adhere to all requirements stated in Section I.

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response Outline. Paragraph 2-2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days. Propose the best price on each item.

2-2 RFP RESPONSE OUTLINE

- A. Response Sheet: The proposal Response Certification shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. An official who has full authority to enter into an Agreement shall sign it.
- B. Background and History: Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years the Proposer has been continuously engaged in student insurance (college/university) business.
- C. Financial Stability: Please provide proof of financial stability in the form of financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the proposer to be capable of meeting the requirements of the RFP.
- D. Experience and Support: Describe Proposer's experience in performing the requested services.
- E. Costs: Include itemized costs for all components and features to be delivered on the Pricing Proposal Costs Sheet, Attachment (A), Pricing Proposal Costs Sheet.
- F. Proposer's Response to RFP Inquiries: Provide the Proposer's response to all inquiries in Section 6-1 and 6-2 of the RFP document. Proposers shall use the inquiry and response format specified in this section to identify the page location in their proposal where a response to each inquiry may be found.



- G. Approved SHIP form filed in Idaho: Any fully-insured carrier **must have an approved** Student Health Insurance Plan (SHIP) Policy filed and approved with an approved Student Health Insurance Plan form number (a generic, bracketed policy) in compliance with the Affordable Care Act for SHIP plans, with the State of Idaho, Division of Insurance, by the due date of this RFP, January 13, 2016. Please supply the approved form filing number with the response to the RFP.
- H. Proposer Exceptions: The University of Idaho will not consider or accept any Proposer exceptions from the Proposer that are shown in any other part of a proposal other than those listed in a specific section entitled PROPOSER EXCEPTIONS. All Proposer exceptions must be clearly identified and fully explained. Proposer exceptions determined to be unreasonable or clearly outside the intent of this RFP may be cause for rejection of the proposal. The Proposer is legally obligated to render services or to indemnify the risk for the products identified in this RFP unless Proposer exceptions are shown as specified and accepted by the University of Idaho.

**3-1 EVALUATION CRITERIA**

**A. Mandatory Criteria**

Throughout the RFP, mandatory criteria have been established for selecting acceptable proposals. Mandatory criteria, such as compliance with Section I of this RFP, are stated as a mandate or requirement for submitting a proposal in response to this RFP.

Mandatory criteria for submission of proposals are identified either by (1) a notice in the RFP provision specifically indicating it is a mandatory requirement for submission; or (2) the terms must or must not.

The University of Idaho will make the following determination regarding each mandatory criterion contained in this RFP:

**A = Acceptable:**

The Proposer demonstrates full compliance with the requirement(s) stated in the RFP.

**U = Unacceptable:**

The Proposer's response is not in compliance with mandatory criteria and is cause for rejection of the proposal.

Upon receipt of proposals, the University of Idaho may contact Proposers to obtain clarification or confirmation of compliance with the mandatory criteria for the RFP.

**B. Weighted Criteria**

Once a Proposer has been certified by the University of Idaho as meeting all mandatory criteria requirements, an evaluation of the proposal will be conducted by the University of Idaho on the basis of the Proposer's cost quotation, overall response to the RFP, reference checks, and other information available to the University of Idaho. The University of Idaho is not bound to accept the lowest priced proposal if that proposal is not in the best interest of the University of Idaho. The criteria for evaluation of proposals, and selection of the successful Proposer, will be based on the weighted criteria shown in the following table (not necessarily listed in their order of importance).

	<b>Description</b>
1	Financial Proposal Cost Information
2	Renewal Process/Accounting
3	Preferred Provider (PPO) Network
4	General ability to fulfill deliverables specified in the RFP

5	Experience in Student Insurance Market-References
6	Interview score

In making determinations under each criterion, the University of Idaho will assess the entirety of each offer to provide the services requested in the RFP for the Plan Year 2016-17 and possible subsequent renewal periods.

Upon completion of the initial review and evaluation of the proposals submitted, selected Proposers may be invited to participate in oral presentations and/or negotiations. Oral presentations/negotiations, if any, will bind Proposers by any representations made in such presentations benefiting the University of Idaho.

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the vendors may be requested to submit best and final offers. The committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the University, based on the factors set forth in the Request for Proposals.

The University will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

**3-2 CHANGES REQUIRED BY STATUTE, REGULATION, OR COURT ORDER**

The University of Idaho recognizes there are factors that may cause a change of condition that are beyond the control of the University of Idaho. The factors that may impact this RFP after the effective date for the contract include, but are not limited to, the following:

- a) federal and state statutes, rules, regulations, and court decisions (particularly new interpretations of the requirements of Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, or the Age Discrimination Act of 1975);
- b) rulings of the Idaho Department of Insurance;
- c) regulations or rulings from the Health Care Financing Administration pertaining to the Health Insurance Portability and Accountability Act.

If a change of condition occurs (as described above), or if the Agreement is later determined not to be in compliance with the above conditions, the contract with the University of Idaho will be amended retroactively to comply with the foregoing changes of condition (refer also to the legal compliance deliverables that are specified in Sections 5-10 and 5-11). Any necessary adjustments in the cost for risk indemnification

or the cost for the services specified in this RFP will be implemented through normal renewal negotiations effective for the following plan year.

### 3-3 RETURN OF RFP PAGES AND EXCEPTIONS NOTICE

A copy of all pages of this RFP shall be returned with the Proposer's response. The Proposer's submission in response to this RFP means the Proposer accepts all conditions or requirements for this RFP unless otherwise noted in a Section entitled EXCEPTIONS to the RFP. **The University of Idaho will not consider or accept any exception(s) from the Proposer that are shown in any other part of a proposal other than a Section entitled EXCEPTIONS. The Proposer is legally obligated to render services for the University of Idaho for the products identified in this RFP unless exceptions are shown as specified in this RFP.**

Even if there are no exceptions to the RFP document, the Proposer shall still include a section entitled EXCEPTIONS in the proposal submission to the University of Idaho. An affirmative statement should be included in this Section of the Proposer's offer to the University of Idaho that there are no exceptions from this RFP document.

### 3-4 SOLE ENDORSEMENT BY THE UNIVERSITY OF IDAHO

The University of Idaho does not intend to offer, endorse, or administer any other Student Health Insurance Plan or program during the contract period(s). If an organization under the control of the University of Idaho decides to offer a health insurance plan to its students, the successful Proposer may require that the class of students, with the exception of international students, offered coverage be excluded from eligibility under this RFP document.

### 3-5 FERPA AND HIPAA COMPLIANCE

The Proposer, and any of its subcontractors, will act as an agent of the University of Idaho with regard to acceptance of any confidential information (e.g., Social Security Numbers of students). The Proposer agrees to maintain such information under the confidentiality requirements of the Family Educational Rights and Privacy Act of 1974, as amended (34 C.F.R. Part 99) and other applicable law.

The Proposer is responsible for assuring that all components of the Third Party Claims Administrator (currently AMERIBEN) under its direct control are in compliance with both the confidentiality provisions and the security provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

#### 4-1 KEY DEFINITIONS AND ABBREVIATIONS

**AmeriBen:** The current claims administrator retained by the University of Idaho, through formal RFP process, effective with Plan Year 2005-06.

**Moscow Family Medicine/MFM:** MFM currently provides primary care services at UI Student Health Services and its QuickCARE location in Moscow, Idaho. Compensation for covered services provided to SHIP-covered persons is paid by direct capitation payment from UI and copayments paid by SHIP-covered persons. MFM was retained by the University, through formal RFP process, effective with Plan Year 2002-03 and the agreement is still in effect.

**Out-of-Network (OON):** Outside the Preferred Provider Network

**Preferred Provider Network (PPO):** Preferred Provider Network, currently PHCS (Multi-Plan)/First Choice Network within Idaho

**UI/University:** The University of Idaho.

**UI Student Health Clinic:** UI Student Health Clinic is located on the Moscow campus.

**SHIP:** Student Health Insurance Program

#### 4-2 SHIP RISK INDEMNIFICATION VENDOR AND FUNDING ARRANGEMENTS

From the Plan Year 2004-05 to present, the SHIP has been a fully-insured program. The insurance company indemnifying the risk is UnitedHealth Care Insurance Company (Student Resources Division).

The Student Health Clinic primary care services provided by Moscow Family Medicine is a self-funded and capitated by UI. Reference laboratory services and radiology services at Student Health Clinic are also self-funded by UI (some reference lab services are included in the capitation payable to MFM). The University of Idaho contracts directly with Pathologists Regional Laboratory (PRL) and Palouse Imaging Consultants in Moscow, Idaho, and Gritman Medical Center in Moscow, Idaho, to provide reference laboratory, radiology and related services. Charges for these services for SHIP-covered students are not billed to the fully-insured carrier, UnitedHealth Care Insurance Company. A copy of the benefits that are not covered by the fully-insured carrier can be found in Attachment (R), 2015-16 Student Health Clinic Brochure

#### 4-3 ENROLLMENT SYSTEM

The University of Idaho has been using a 100% mandatory hard waiver audit process since Plan Year 2009-10 for US citizens and a restrictive waiver enrollment system

for international students and NCAA-sanctioned intercollegiate athletes from 2004-05 to present. The enrollment/waiver system for US citizens not engaged in intercollegiate athletics has been operated by the University of Idaho using its Banner registration system. The school has approximately 8,200 students and athletes audited by an outside vendor, ECI Services, every semester for both active eligibility and mandatory hard waiver coverage standards.

The current claims administrator, AmeriBen, mails out a Medical-Rx Insurance Card every Fall and to new students in the Spring and Summer and upon request. The insurance ID card is approved by UnitedHealth Care Insurance Company and the vendors listed on the card. A sample of the Medical-Rx Insurance Cards for both the Domestic and International plans can be found in Attachments (B) and (C), Medical-Rx Insurance Card. Any proposal must include the payment of printing and postage for Medical-Rx cards for the University of Idaho.

#### 4-4 ENROLLMENT AND PREMIUM BY PLAN YEAR

A Historical Enrollment and Premium Report, in PDF format, is provided in Attachment (D).

#### 4-5 PLAN MANAGEMENT AND BENEFIT DESIGN CHANGES BY PLAN YEAR

Program brochures for each plan year from Plan Year 2010-11 through 2015-16 are provided in Attachments (J), (K), (L), (M), (N), (O), (P) and (Q).

Benefit changes for the SHIP since Plan Year 2010-11 are as follows:

##### A. Plan Year 2010-11

- Changed Waiver Process to increase enrollment;
- Changed Policy general co-insurance from 80%PPO/70% OON to 80% PPO/50% OON;
- Eliminated the exclusion for Attention Deficit Disorder (ADD and ADHD);
- Out-of-Network (OON) provides providing services at a PPO facility will be paid at the PPO level of benefits;
- Cover Travel Shots and Routine Immunizations (except HPV) outside the Student Health Center under the Office Visit copay;
- Changed the Rx Plan outside the Student Health Center to a \$15 generic/\$30 brand/\$60 non-formulary three-tier plan through the outside PBM, Express Scripts;
- Eliminated the exclusion of birth control from the outside PBM, Express Scripts; and
- Increased the coverage for Intercollegiate Sports from \$75,000 to \$90,000 per Plan Year.

B. Plan Year 2011-12

- Increased the PPO Deductible from \$0 to \$250 per Plan Year and the Out-of-Network (OON) Deductible from \$250 to \$500 per Plan Year;
- Inpatient Copays are reduced from \$250 to \$150 per Admission (PPO and OON). Applies to R&B, ICU, Newborn and Psychiatric Inpatient Admissions;
- Changed the Outpatient/Inpatient Physician Visit from \$25 copay then 80% co-insurance to \$25 copay then 100% co-insurance for PPO providers only;
- Changed the Outpatient (OP) Occupational Therapy, Speech Therapy, Physiotherapy and OP Psychotherapy benefit from \$25 copay then 80% co-insurance to \$25 copay then 100% co-insurance for PPO providers only;
- Removed the Outpatient Psychotherapy referral procedure;
- Eliminated the \$600 per Plan Year maximum for Inpatient/Outpatient Physiotherapy;
- Eliminated the 50% cap for Sleep Disorders – now pays as any other Sickness; and
- Dependent age changes from 25 to 26

C. Plan Year 2012-13

- Change Plan Maximum from \$1,000,000 Lifetime to \$1,000,000 per Plan Year;
- Eliminate the \$10,000 per Plan Year Maximum from Inpatient Mental Nervous;
- Implementation of PPACA Preventive Care Benefit at 100% PPO providers/0% OON providers;
- Removed the benefit for Intercollegiate Sports and Club Sports benefit to a separate Policy number but the benefit remains the same;
- Increased \$25 copays to \$30 per visit (OP Physician Visit, OP Mental Nervous Visit, OP Speech Therapy, OP Occupational Therapy, Physiotherapy);
- Eliminated the maximum for Congenital Conditions of \$50,000 per Plan Year; and
- Eliminated the special Coeur d'Alene Campus Benefit for Wellness

D. Plan Year 2013-14

- Removed the limitation of “one visit per day” to Mental Nervous Treatment, OP Physicians Visit, Physiotherapy and Substance Abuse;
- Multiple Surgery Reduction Benefit is put on plan (100% of first procedure/50% of subsequent procedures);
- Move from Beech Street PPO to MultiPlan (PHCS) which leases First Choice in Idaho, Washington and Montana;
- The self-funded Student Health Pharmacy is closed in Summer 2014 and now prescription claims are covered by the fully-insured carrier;

E. Plan Year 2014-15

- A new plan design is put in place for the **International** students, with a \$500 PPO/\$1,000 OON Annual Deductible, 75% PPO/50% OON Co-Insurance Plan Design, \$30 generic Rx/\$60 Brand Rx/\$100 non-formulary Rx (Metallic Value is Silver); and
- The plan design for **Domestic** students is a \$750 PPO/\$1,500 OON Annual Deductible, with a 70% PPO/50% OON Co-Insurance Plan Design, \$20 generic Rx/\$50 Brand Rx/\$100 non-formulary Rx (Metallic Value is Silver).

#### F. Plan Year 2015-16

- The Prescription Benefit Management (PBM) is changed from Express Scripts, Inc. to Magellan Rx.

#### 4-6 UTILIZATION REPORTS BY PLAN YEAR

Unless otherwise specified, all reports discussed in this Section 4-6 were prepared by our consultant, ECI, or our claims administrator, AmeriBen, and are unaudited by the UnitedHealth Care Insurance Company.

- **Historical Enrollment and Premium Report** for Plan Years 2010-11 through Plan Year 2014-15 (Fall Only) through October 31, 2015 is provided in Attachment (D).
- **Paid Claims Report** by month for Plan Years 2010-11 through 2014-15 with paid claims and utilization and PPO savings information through October 2013 are provided in Attachment (E).
- **Claims per Benefit Type Report** for the Last Four Plan Years through October 2015 can be found in Attachment (F).
- **Large Claims Report** through October 2015 is provided in Attachment (G).
- A **Top 25 Providers Report** from Plan Year 2010-11 through Plan Year 2013-14, Paid through October 2015, can be found in Attachment (H).
- An **IBNP Matrix Report** as of October 2015 is included in Section IX, Attachment (I).

#### 4-7 REQUESTED PRODUCTS/SERVICES

This RFP is for a fully-insured program for both medical and rx (prescription) claims.

The RFP is predicated on the continued use of AmeriBen for claims administration services (but alternative claims administrators can be proposed), and continued direct contracting between the University and Moscow Family Medicine (MFM) for the separate self-funded Student Health Center on the Moscow Campus.



Fully insured quotes will include a comprehensive medical evacuation and repatriation coverage program as specified in Section 5-9 (F).

Services must include the mailing of certificates of creditable coverage upon termination from SHIP.

Services must include the mailing of Medical-Rx Insurance Cards every Fall for all students and then in the Spring and Summer for new Students, and upon request. The ID card mailings for all mailings (except for replacement ID cards) must include the insertion of school requested materials, which typically would include the Student Health Clinic brochure as can be found in Attachment (R).

Benefits must be based on the Usual and Customary fees (U& C) for the region in which the service is rendered for out-of-network benefits. The current U&C level is 70% of FAIR Health.

Currently pre-notification and Large Case Management services are not included in the Plan. Both pre-notification services and Large Case Management services can be included in your offer, but the price should be included in your Proposal. Please note the vendor, if applicable, on the premium proposed in Appendix (C) Pricing Proposal Cost Sheets.

Any fully-insured carrier **must have an approved** Student Health Insurance Plan Policy filed and approved with an approved Student Health Insurance Plan form number (a generic, bracketed policy) in compliance with the Affordable Care Act for SHIP plans with the State of Idaho, Division of Insurance, by the due date of this RFP, January 13, 2016.

5-1 CONTINUED OPERATION OF UI STUDENT HEALTH INSURANCE PROGRAM

The University of Idaho will continue to operate key aspects of its Student Health Insurance Program, without substantive change, that are essential to the effective operation of the SHIP.

A. Student Health Services and Moscow Family Medicine

The University will continue to operate Student Health Clinic and contract with Moscow Family Medicine to provide primary care services. The University will continue to self-fund reference laboratory and radiology services for SHIP-covered students who receive laboratory and radiology service at UI Student Health Clinic.

No changes are anticipated for the University's continued delivery of psychiatric services, nutritionist services, health education and wellness programs, business functions for Student Health Services or operation of its student health insurance office.

B. Third Party Claims Administrator

The University requires that the fully-insured carrier for Plan Year 2016-17 should negotiate any contract with AmeriBen, or another claims administrator, for Plan Year 2016-17 to provide claims administration services. Any agreements, financial or otherwise, are to be made between the fully-insured carrier and the claims administrator.

C. Provider Network

The current national provider network is PHCS (Multi-Plan). Multi-Plan leases the local network of First Choice in Idaho. Other provider networks can be offered.

5-2 ELIGIBILITY AND INSURANCE REQUIREMENT

The University of Idaho will continue to require health insurance as a condition of enrollment as specified by rules and regulations of the Idaho State Board of Education and the University. No substantive changes are anticipated at the present time, but this can be subject to change. See the SHIP brochure, Attachments (P) and (Q), 2015-16 SHIP Program Brochure for eligibility requirements for SHIP.

5-3 SCHEDULE OF PLAN BENEFITS

Proposers must base their responses to this RFP on the plan provisions in place for the Plan Year 2015-16 as shown in the current brochure that can be found in Attachments (P) and (Q) 2015-16 SHIP Program Brochure. The current schedule of benefits, covered expenses, exclusions and limitations, definitions, special provisions, and all other components affecting the delivery of program benefits will be used for Plan Year 2016-17 unless otherwise modified in this RFP document or subsequent Addendums. Please provide benefits for any other requirements to make this plan PPACA compliant as per both Federal and State Benchmark Plan mandates for the State of Idaho.

Proposers should note the No Gain-No Loss provision stated in Section 5-4 relative to this requirement for risk indemnification.

#### 5-4 NO GAIN/NO LOSS PROVISION

Unless otherwise specified in this RFP, Proposers must agree to provide coverage so that student plan participants will neither lose nor gain benefits from Plan Year 2015-16 to Plan Year 2016-17. Exceptions to this provision are (1) any change in benefits specified in this RFP or formally adopted in final negotiations with the Proposers under this RFP; or (2) any Proposer EXCEPTIONS accepted by the University of Idaho that are compliant with the requirements stated in Section 2-2(H) and Inquiry A of Section 6-2.

This no gain/no loss provision applies even if there was an error in administration of the plan or interpretation of benefits on the part of AmeriBen or UnitedHealth Care Insurance Company.

#### 5-5 PREMIUM PAYMENT: FULLY-INSURED QUOTES

##### A. Premium Payment

The University of Idaho will pay 90 percent of the estimated premium due to the Successful Proposer(s) within 60 days of the effective date for each period of coverage. At the end of the semester coverage period, the University of Idaho will conduct a final account reconciliation with the fully-insured carrier and make payment.

#### 5-6 INITIAL CONTRACT PERIOD AND ANNUAL RENEWAL NEGOTIATIONS

The coverage periods for Plan Year 2016-17 will be as follows:

Fall Semester I: 08-01-16 through 01-10-17 (New Students or Early Starts such as Athletes and International students)

Fall Semester II: 08-22-16 through 01-10-17 (Regular Students – both Domestic and International)

Spring/Summer Semester: 01-11-17 through 08-20-17

Summer Only Semester: 05-15-17 through 08-20-17

Note: The Fall and Spring/Summer semesters are the Annual rate divided in half. Please note if your filings do not allow this kind of pro-ration of Annual premium.

Students who are on the ALCP program (English program for International students) have the following session dates which will require pro-rated premium (currently they are paid monthlies):

Below are the ALCP insured dates for 2016-2017.

Fall Session 1: 08-22-16 through 10-16-16

Fall Session 2: 10-17-16 through 01-10-17

Spring Session 1: 01-11-17 through 03-12-17

Spring Session 2: 03-13-17 through 05-14-17 or 08-20-17 if enrolled in both sessions

Summer Session: 05-14-17 through 08-20-17

This RFP allows the University to renew the contract for four (4) additional contract years beyond the initial contract period. Only items in Section III and cost quotations in Section V are negotiable at renewal; all other RFP provisions and the contract between the successful Proposer and the University of Idaho are non-negotiable. Unless otherwise agreed to by the successful Proposer(s) and the University of Idaho, a written renewal proposal must be prepared by the successful Proposer(s) and submitted to the University of Idaho on March 1<sup>st</sup> of every Plan Year.

If the successful Proposer(s) does not intend to renew the Agreement, the successful Proposer(s) must notify UI/ Purchasing & Contracting Services no later than 90 days prior to the date the written renewal is to be provided. Failure to provide this notice will result in the Proposer's forfeiture of any retrospective reserve funds and/or other performance incentive funds to the date the notice should have been provided and through the end of the contract period. The University of Idaho may also recover any expenses incurred for conducting an RFP process or other costs associated with changing vendors for the SHIP.

5-7 RESPONSIBILITIES FOR THE UNIVERSITY OF IDAHOA. Insurance Requirement and Overall Management of SHIP

The University of Idaho will verify that all students covered by the SHIP are eligible to participate based on criteria published in the annual marketing pamphlet and plan document or policy. The University of Idaho will continue to devote sufficient resources and staff to effectively manage all facets of the SHIP.

B. Operation of Student Health Clinic

The University of Idaho will continue to operate the Student Health Clinic on the Moscow campus and will outsource services for the Plan Year 2016-17 to provide primary care services.

C. Claims Administration Services and Provider Network

The University of Idaho will continue not continue to contract for claims administration services as they have through Plan Year 2015-16. The fully-insured carrier will continue to specify that the claims administrator is responsible for issuing all HIPAA certificates of creditable coverage.

D. Plan Service/Consulting

The University of Idaho will use internal resources and/or external consultants to provide support for the SHIP. Proposers should note that costs are part of the weighted criteria including agent costs or other plan service costs may disadvantage a Proposer's offer to the University under the weighted criteria scoring.

E. Payment of Premium

The University of Idaho will pay the premium to the successful Proposer(s). Provided with each payment will be a complete reconciliation of the premium based on final enrollment for each coverage period.

The University of Idaho reserves the right to correct either premium payment or enrollment (including late additions to the plan after the open enrollment period) because of administrative error. The successful Proposer will be notified in writing of all such exceptions and provided with an explanation for the administrative error.

F. Enrollment System and Program Marketing

The University of Idaho will remain responsible for all facets of the enrollment system, issuing SHIP identification certificates, and program marketing. Program marketing materials will be submitted to the Successful Proposer for review and approval.

G. Medical Evacuation and Repatriation Coverage

Any offer must include medical evacuation and repatriation coverage primarily required for the coverage of international students and domestic students travelling out of the area.

5-8 PROPOSER RESPONSIBILITIES: FULLY-INSURED QUOTES

All fully insured cost quotes shall comply with each of the following provisions:

A. Risk Indemnification and Funding for Claims

A fully-insured contract, approved by the State of Idaho's Division of Insurance, must be provided to the University of Idaho that meets all of the requirements stated in this RFP document.

Funding to a Third Party Claims Administrator (currently AmeriBen) for release of claims must be provided on a timely basis so that benefit checks may be released on a minimum schedule of a bi-weekly basis.

B. Reconciliation of Enrollment and Premium Reports

The Successful Proposer is responsible for reviewing and approving all enrollment and premium reconciliation statements submitted by the University.

C. Review and Approval of Program Communication Materials

The Successful Proposer is responsible for reviewing and approving all draft program communication materials submitted by the University of Idaho. This review shall be completed in a timely manner.

D. Payment of Provider Network Access Fees and Other Costs

In addition to funding benefit claim payments, the Successful Proposer is responsible for payment of provider network access fees, premium taxes, federal and state taxes (as per the Affordable Care Act) and other expenses, other than program communication materials, that are internal to the University of Idaho, that are routinely required for operation of the SHIP.

E. Legal Compliance, Confidentiality, and Prohibited Actions

The Successful Proposer must comply with the legal requirements, both federal and state, for the operation of the SHIP specified in Section III, and any new legal requirements that become applicable to the SHIP subsequent to the issuance of this RFP. This deliverable applies to laws and regulations that may be applicable only to the University of Idaho and not the insurance company indemnifying the risk (e.g., the federal civil right laws identified in Section 3-2). The Proposer must also provide ongoing advice and recommendations to the University of Idaho regarding compliance with mandated coverage for similarly situated, fully insured student health insurance programs domiciled in Idaho.

The Successful Proposer must not market or promote individual health insurance products to students covered by the SHIP, or recent graduates, through any active link to web sites, use of mailing lists, or other promotions that are associated with the University's SHIP.

All information obtained from the University of Idaho during the course of operation of the SHIP and performance of services or delivery of products specified under this RFP must be kept confidential by the Successful Proposer. The Successful Proposer must maintain the confidentiality of all student and dependent

information (e.g., name, address, birth date, and all other enrollment information) obtained from either the University of Idaho, ECI Services, AmeriBen, or SHIP covered persons or applicants.

F. Medical Evacuation and Repatriation Coverage

Proposers are required to provide unlimited medical evacuation and repatriation coverage program for international students enrolled in the SHIP and US residents enrolled in the SHIP who travel abroad or travel away from the Moscow campus or UI Center in which the student is enrolled. Coverage shall be provided for injuries or illnesses occurring in the United States or abroad.

G. Filed Form SHIP Policy

Proposers are required to have an approved filed Student Health Insurance Programs policy with the State of Idaho, Division of Insurance, by the due date of this proposal. The approved form filing should be disclosed in the response to this RFP.

H. Email and Secure Messaging System Communications

The Successful Proposer must not transmit any confidential information by unsecured email or other electronic transmission means. Conversely, the use a web-based secure messaging system is only permitted when the content of the communication includes Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act of 1996 or other information deemed to be confidential by the University of Idaho.

I. Miscellaneous

The Successful Proposer is required provide all services or indemnification of risk necessary for the successful operation of the SHIP which are under the purview of the Successful Proposer and would customarily be provided by an insurance company/managed care organization under the provisions of this RFP. These services or risk indemnification shall be provided even if they are not specifically identified as a responsibility of the Successful Proposer or requirement for compliance with this RFP.

J. Compliance Penalty

Any substantive and sustained major failure to comply with the RFP requirements for operation of the SHIP may result in termination of the contract and application of fines that are equal to the cost incurred by the University of Idaho to act to correct the compliance failure on the part of the Successful Proposer. In addition, any costs associated changing vendors may also be charged as a fine to the Successful Proposer.

**6-1 RESPONSE TO INQUIRIES AND REQUESTS FOR INFORMATION**

All responses to questions and requests for information should be answered in the order posed in the RFP and should provide the page number and other identification where the response may be found in a component of the Proposer's response to this RFP labeled PROPOSER RESPONSES. Shown below is an example question and answer from the RFP:

**Sample Question:** Identify the person responsible for preparing this proposal and provide a brief background statement about his or her history with the Proposer's organization.

**Sample Answer:** Answer from Offeror.

Some questions may not require a response, in which case the Proposer should type N/R in the blank space provided.

**6-2 INQUIRIES AND REQUESTS FOR FULLY-INSURED QUOTES**

- A. Confirm the Proposer has complied with Section 2-2(H), and that any exceptions from the Proposer are shown in a separate section of the offer to the University of Idaho in a section entitled EXCEPTIONS. Confirm also that the Proposer understands University of Idaho is not bound by any exceptions not shown by the Proposer as specified in Section 2-2(H). Also confirm the Proposer accepts all terms and conditions for this RFP and the Agreement that will result from this RFP process.
- B. Confirm receipt of all original RFP pages and any Addenda issued under this RFP and confirm receipt of all RFP pages (including Attachments A through T).
- C. Confirm the Proposer has the capability to provide all of the services or products specified in this RFP, and the Proposer has the capability to fulfill all of the deliverables specified in Section 5-8 of the RFP. Any service or product the Proposer is not capable of providing must be listed as an RFP exception in the format and location of the proposal in response to this RFP that is specified in Section 2-2(H).
- D. Provide the Proposer's financial ratings from any organizations that have given the Proposer ratings for the past five years and published financial assessment for the Proposer. Annual financial reports must be provided for the last three years if the Proposer is not subject to independent financial review.
- E. Provide a brief history and description of the Proposer's organization and any history of operation in the student health insurance marketplace.
- F. Identify any entities (e.g., insurance agents) that will receive compensation from the Proposer if the Proposer is a recipient of an Award under this RFP. The amount of the compensation must also be identified.



- G. Provide references for three (3) current clients and with the Proposer's organization in the past 24 months (provide: name, title, organization, address, and telephone number for a contact person). Do not respond by providing references for an agent/broker or third party claims administrator.

Please answer all Questions below:

**RENEWAL PROCESS**

1. Show the formula the underwriter used to target incurred claims for the first year, and second, or third year (if applicable) including, but not limited to, plan values, PPO discount savings, utilization trends, industry inflation trends, blending ratios, etc.
2. Will your company provide a 24-month rate guarantee or a second year maximum rate increase? Will your company provide a 36-month rate guarantee or a second and third year maximum rate increase?
3. The campus requires that your renewal be presented no later than March 1st of every year. Describe the process in how the first rate/fee renewal will be presented. Explain the methodology and data to be used for the renewal process.
4. Confirm that your rates/fees quoted are guaranteed for each policy period listed. Thereafter, will your rates/fees be guaranteed for each succeeding full twelve-month period?
5. Do you agree that changes in the premium rates for the coverage in force may be instituted only as of a renewal rate anniversary even if a state mandate must be implemented mid-year?
6. What experience period(s) will be used for the first renewal? What credibility will be given to each period of experience used? What is the weighting used on each year of experience?
7. What were the retention factors used for your clients for the last five years?
8. What are the pooling factors used by your company?
9. What is the current medical inflation trend used by your company to predict future claims for college student insurance plan clients?
10. Can your company provide benefits for non-medical necessity items if the University requests a quote for a new benefit?

**ACCOUNTING**

11. When are premiums due and what is the grace period for payment of premium under your policy? If premium is paid subsequently, is a penalty and/or interest charge assessed? If yes, please explain in detail. Are there any options available with respect to the grace period? If so, please explain the option(s) and any charge that is made for them.
12. What type of audits of premium reconciliation's are done? Please explain.
13. What is the procedure for premium billing?
14. Do you agree to provide a complete financial accounting report for the group in regard to premium reconciliation? Please attach a sample of an actual report. How many weeks after the semester starts will your financial accounting report be available?
15. Who holds the legal liability for claims incurred but not yet paid as of the date of plan termination?
16. Do you agree that upon termination of an insurance contract with your company, your company would remain liable for all pending and unreported claims incurred prior to the termination date?
17. Do you agree that upon termination of an insurance contract with your company, your company would remain liable for the following?
  - Eligible hospital expenses for an existing period of confinement (the Extension of Benefits benefit); and
  - Newborn charges for 60 days after birth as per State of Idaho mandate
18. Indicate **any reinsurance policies presently purchased, OR special cash reserves set aside**, to continue paying claims on existing policies in the event your organization ceases to operate due to bankruptcy, liquidation or other factors. *Check only one.*
  - a. None
  - b. Reinsurance is in effect or separate reserves are held to cover contractual services for the following number of days: \_\_\_\_\_ (*Response valid only if # of days provided.*)
  - c. Reserves as a percent of premium are \_\_\_\_\_% (*Response valid only if % provided*)
  - d. Other:
19. Do you have any specific or aggregate reinsurance policies in place for large claims? Please explain these arrangements, including the names of the reinsurance carriers.
20. If your company takes all the risk themselves, how does your company underwrite large claims at renewal in regard to the experience of the school versus your entire pool of business?

21. Do any insurance or reinsurance arrangements involve alien (company is incorporated in a country other than the United States) insurance companies? Please explain these arrangements.
22. Do you meet all NAIC, minimum state insurance and managed care organization net worth and reserve requirements? If no, explain.
23. On an average, what are the COB recoveries for your college accounts as a percentage of allowable claims expense?
24. List all underwriting requirements that apply to rates quoted in separate financial proposal (e.g., non-confinement rules, minimum participation requirements, eligibility requirements for Late Enrollees, etc.);

### **EXPERIENCE IN STUDENT INSURANCE**

25. Please provide a brief overview of your company including information such as, but not limited to, years of experience in the student insurance business (college and university – Graduate only plans do not apply unless they are covered by a Student Health Insurance Plan filing), number of employees and locations, number of accounts and covered lives as well as any other information which may be relevant to this RFP.
26. Do you have, or have you had prior Student Health Insurance clients in Idaho, or other areas of the Northwest such as Washington or Oregon.
27. What is your company type, such as 1) a fully-insured insurance company, 2) a managing general underwriter (MGU), 3) an insurance wholesaler, or 4) a broker, etc.? Explain how you are presenting a complete package of services as requested in this proposal.
28. Is your company owned or operated by a parent company? Where are the corporate headquarters located? Please include complete address.
29. Who will be the individual(s) responsible for the University of Idaho account with respect to underwriting? Legal compliance and Contract Development? Claims Administration? How many years' experience does each individual have with your company?
30. How is your company set up to manage the account in relationship to a Salesperson, Account Representative, and any Assistants? What exactly are these people's functions on an annual and day-to-day basis with the client?
31. What is your company's rating for A.M. Best and Standard & Poor's? How many years has your company held in the financial rating indicated above? If less than five years, please explain.
32. Is there any current or pending legal actions against your company? If yes, please explain.
33. Is your company for sale, or pending sale? If yes, please give details.
34. Please provide the following information for the fully-insured carrier:

Number of Students Covered by Student Health Insurance

Number of Clients

100 - 500  
501 - 1,000  
1,001 - 5,000  
5,000 or more

35. What is your company's philosophies and strategic direction with respect to student insurance business?
36. Indicate any innovations or unique aspects of your particular insurance policies and/or corporation in general, which would provide further insight about your product or organization.
37. How do you handle the filing of the master policy and the brochure language with the state? Do you have standard language that the client's policy must adhere to, or do you individually file the master policy as written in the brochure with the state?

### 7-1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, all terms and conditions set forth in this RFP. The submission of a proposal shall further constitute the agreement of each Proposer that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements. The Agreement between the parties shall consist of, in order of precedence: the agreement document signed by the Parties subsequent to submission of the proposal, and any attachments thereto and incorporations therein, the terms and conditions in the RFP, and the Proposer's response to the RFP.

### 7-2 ASSIGNMENT

No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by Contractor without the written consent of the University. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.

### 7-3 TERMINATION FOR CONVENIENCE

The University may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

### 7-4 TERMINATION FOR DEFAULT

If the Contractor does not deliver the materials in accordance with the Contract delivery schedule, or if the Contract is for services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the University may terminate this Contract for default. Termination shall be effected by serving on the Contractor a notice of termination setting forth the manner in which the Contractor is in default. The Contractor will be paid a reasonable price for materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

**7-5 APPLICABLE LAW AND FORUM**

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

**7-6 LAWS, REGULATIONS, AND PERMITS**

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors.

**7-7 GENERAL QUALITY**

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

**7-8 PROOF OF COMPLIANCE WITH AGREEMENT**

In order that the University may determine whether the Contractor has complied with the requirements of the Agreement Documents, the Contractor shall, at any time when requested, submit to the University properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

**7-9 PAYMENT AND ACCEPTANCE**

Except as otherwise provided herein, payments shall be due and payable within thirty (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

**7-10 CONTINUATION DURING DISPUTES**

The Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

**7-11 SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

7-12 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the University and the Contractor.

7-13 BINDING EFFECT

This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, and assigns.

7-14 APPROPRIATIONS CLAUSE

If the term of this Agreement is longer than one year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

7-15 IRS SECTION 501(C)(3) AND SECTION 115 CONSIDERATIONS

If any provision of this Agreement may cause the University to lose its status as an Internal Revenue Code Section 501(c)(3) corporation, this Agreement shall be voidable. In the alternative, at the sole option of the University, the offending provision(s) shall be modifiable such that the provision(s) will no longer cause the University to lose its status as a 501(c)(3) corporation. The terms of the modification shall be subject to agreement in writing by all parties.

7-16 COMPLIANCE WITH GOVERNOR'S EXECUTIVE ORDER

In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be voidable at the sole option of the University.

7-17 DEBARRED, SUSPENDED, OR EXCLUDED

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier nor its principals is presently debarred, suspended or proposed, for debarment by the Federal Government.

7-18 NON-USE OF NAMES AND TRADEMARKS

Contractor shall not use the name, trade name, trademark, or other designation of the University, or any contraction, abbreviation, or simulation any of the foregoing, in any advertisement or for any commercial or promotional purpose (other

than in performing under this Agreement) without the University's prior written consent in each case.

7-19 CONTRACTOR REPRESENTATIONS

Contractor represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; and (d) that it has visited the site of the project and familiarized itself with the local conditions under which this Agreement is to be performed.

7-20 REGENTS' APPROVAL

This Agreement may be subject to approval by the Regents of the University of Idaho. If this Agreement is subject to approval by the Regents of the University of Idaho, and if such approval it is not granted, this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

7-21 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

7-22 HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

7-23 ADDITIONAL ACTS

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

7-24 TIME OF ESSENCE

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.



7-25 WAIVER

No covenant, term, or condition, or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term, or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default of any such covenant, term, or condition unless otherwise expressly agreed to by the first party in writing.

7-26 FORCE MAJEURE

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

7-27 NO JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

7-28 INFORMATION TRUE AND CORRECT

All documents, agreements, and other information provided to the University by Contractor or which Contractor has caused to be provided to the University are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

7-29 EQUAL OPPORTUNITY

Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

7-30 CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

7-31 UNIVERSITY'S RULES, REGULATIONS, AND INSTRUCTIONS

Contractor will follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel. The University reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

### 8-1 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor and its subcontractors of any tier shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor. Contractors shall require its subcontractors of any tier to bear the same risk of loss.

### 8-2 INDEMNIFICATION

Contractor shall indemnify, defend, and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities, and all costs, including attorney's fees, court costs, and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence, or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees, or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

### 8-3 INSURANCE

#### 8.3.1 General Requirements

8.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, Section X, and to provide University with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all

provisions of this section 8.3. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.

8.3.1.2 Additionally and at its option, University may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the University's request.

8.3.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at University's option.

8.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured. The Additional Insured shall be stated as: "State of Idaho and The Regents of the University of Idaho." Certificate Holder shall read: "University of Idaho." Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

8.3.1.5 Failure of University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of University to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Contractor and its subcontractor(s) of any tier to maintain such insurance.

8.3.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and its subcontractor(s) of any tier under the indemnities granted to University in this Agreement.

8.3.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.

### 8.3.2 Required Insurance Coverage.

Contractor and its subcontractor(s) of any tier shall at its own expense obtain and maintain:

8.3.2.1 Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.

8.3.2.2 Commercial Auto Insurance. Contractor and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

8.3.2.3 Business Personal Property. Contractor and its subcontractor(s) of any tier shall purchase insurance to cover Business Personal Property of Contractor and its subcontractor(s) of any tier. In no event shall University be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of University, its employees, officers or agents. Waiver of subrogation language shall be included.

8.3.2.4 Workers' Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.

8.3.2.5 Professional Liability. If professional services are supplied to University, Contractor and its subcontractor(s) of any tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

**THIS PAGE INTENTIONALLY LEFT BLANK**



## Student Injury and Sickness Insurance

2016-2017



## University of Idaho



Student Insurance  
Solutions from  
UnitedHealthcare  
StudentResources

**Confidential Proposal:**

This proposal is intended only for the use of the individual or entity to which it is addressed. Please treat this information as confidential and proprietary unless required to release such information by applicable statute or court order.

Presented by:

Dale Burns, Senior Vice President  
UnitedHealthcare StudentResources

805 Executive Center Drive West  
Suite 220

St. Petersburg, FL 33702

Phone: 800-237-0903, ext. 6285

Email: [DBurns@uhcsr.com](mailto:DBurns@uhcsr.com)

Fax: 727-563-3401

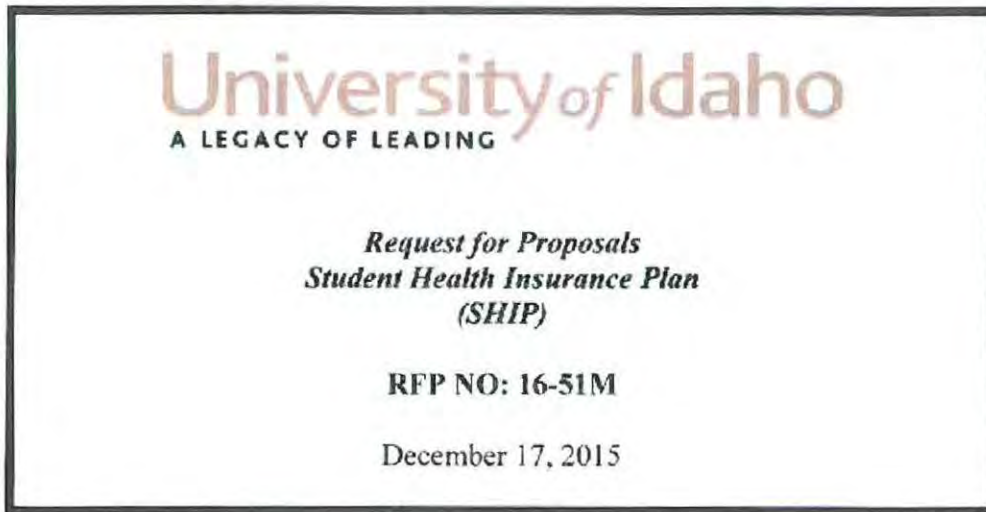


## ***Table of Contents***

<b>Section I.</b>	<b>Response Sheet</b>
<b>Section II.</b>	<b>Background and History</b>
<b>Section III.</b>	<b>Financial Stability</b>
<b>Section IV.</b>	<b>Experience and Support</b>
<b>Section V.</b>	<b>Costs</b>
<b>Section VI.</b>	<b>Response to RFP Inquiries</b>
<b>Section VII.</b>	<b>Approved SHIP Form (Idaho)</b>
<b>Section VIII.</b>	<b>Exceptions</b>
<b>Section IX.</b>	<b>Attachments</b>



# ***Response Sheet***



UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 16-51M  
 PROPOSAL RESPONSE CERTIFICATION

1/27/2016  
 DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers 1\* to 1\* have been received and were examined as part of the RFP document.

Name of Primary Contact	William J. Truxal
Signature	
Title of Primary Contact	President, UHCSR
Company	UnitedHealthcare StudentResources
Address	805 Executive Center Drive West, Suite 220 Saint Petersburg, FL 33702
Phone	800-237-0903
Fax	727-570-9102
Cell Phone Number	Available upon award of contract
Email Address	RFPTeam@uhcsr.com
State of Incorporation	Minnesota (UnitedHealth Group)
Tax ID Number	41-1289245

Business Classification Type (Please check mark if applicable):	None
Minority Business Enterprise (MBE)	
Women Owned Business Enterprise (WBE)	
Small Business Enterprise (SBE)	
Veteran Business Enterprise (VBE)	
Disadvantaged Business Enterprise (DBE)	

*Business Classification Type is used for tracking purposes, not as criteria for award.*

\*Please note: We did not receive the Attachment titled "Paid Claims Report (paid claims through December 2015)" described in Addenda #1, item 1, first bullet.

---

University of Idaho  
Amendment #1  
to  
Request for Proposals No. 16-51M  
Student Injury and Sickness Health Insurance Plans  
January 11, 2016

---

Please sign and return this document, Amendment #1, with your Response to the RFP.

This Amendment #1 is meant to do the following two things:

1. Furnish the attached updated Paid Claims Report, Historical Enrollment and Premium Report, Claims per Benefit Type Report (through December 2015) and Large Claims Report (updated with current information through December 31, 2015) and also include a requested Ad Hoc Age Band Report in response to a question by Potential Offeror #2:

See the separate four (4) Adobe (pdf) files:

- Paid Claims Report (paid claims through December 2015)
- Historical Enrollment and Premium Report (paid claims through December 2015)
- Claims per Benefit Type Report (through December 2015)
- Large Claim Report (paid claims through December 2015)
- Ad Hoc Age Band Report for Plan Year 2014-15

2. Answer four (4) sets of questions received from three (3) potential Offerors.

Following are the questions received from potential offerors and the University's response to those questions.

**Questions received from Potential Offeror# 1:**

1. Section G - Will U of ID accept copies of the filed 2016-2017 policy year plan filing while we are awaiting state approval and the official form filing number?

**Answer:**

As stated in the RFP, final state approval and the official form filing number are required by the due date of the RFP, January 28, 2016.

2-2 RFP RESPONSE OUTLINE

G. Approved SHIP form filed in Idaho: Any fully-insured carrier **must have an approved** Student Health Insurance Plan (SHIP) Policy filed and approved with an approved Student Health Insurance Plan form number (a generic, bracketed policy) in compliance with the Affordable Care Act for SHIP plans, with the State of Idaho, Division of Insurance, by the due date of this RFP,



January 28, 2016 (the date was listed as January 13, 2016 in the posted RFP, but the date is further clarified as the RFP due date of January 28, 2016). Please supply the approved form filing number with the response to the RFP.

2. Should the RFP response packet include 1 original and 4 copies or just 4 copies of the original.

Answer:

One (1) original and four (4) copies should be included.

3. Please provide data broken out by International vs. Domestic for plan years 12-13 and 13-14?

Answer:

Prior to the separation of a Plan for both Domestic and International students in Plan Year 2014-15 enrollment and premium were not tracked by Domestic and International student status so we are unable to separate the reporting prior to Plan Year 2014-15.

4. Is the University of Idaho interested in covering dependents for the 16-17 plan year?

Answer:

Not at this time. Any possible changes in benefits will be reviewed after an Offeror is awarded a contract as part of this RFP process.

**Questions received from Potential Offeror# 2**

1. Pharmacy benefits;

- Is the current formulary offered through UnitedHealthcare considered an open formulary or is it a managed formulary?

Answer:

The current formulary is an open formulary.

- Are specialty drugs being offered/covered through the SHIP plan? If so, can you elaborate on that benefit?

Answer:

Students must fill Specialty Drugs through the Specialty Program after one prescription fill at the Pharmacy.

- Is the current drug list (through UnitedHealthcare) considered a MAC (maximum allowable cost) A or MAC B type?

This question was not understood by the University of Idaho and this further clarification was given by the Potential Offeror of the original question above:

Basically the MAC is how the copay works out for the member.

MAC A in our terminology reads as the following; regardless of the reason or medical necessity, if you get a brand name drug when a generic is available, you are responsible for the brand copay (tier 2 or 3) plus the drug cost difference between generic and brand.

MAC B in our terminology reads as the following; regardless of the reason or medical necessity, if you get a brand name drug when a generic is available, you are responsible for the brand copay (tier 2 or tier 3) plus the cost difference between the generic and brand unless your prescriber indicates "do not substitute" (DNS) or "dispense as written" (DAW).

Answer:

The prescription plan design is a "MAC B" plan design.

2. Premium payments;

- What time frame schedule does the University pay premium on (monthly, semester or annually)? Please elaborate by providing detail on when premium is paid and what notification timing is used by current administrator?

Answer:

As per Section 5-5 (A) in the RFP the University pays approximately 90% of the premium within 60 days of beginning of the semester and the balance is paid after full reconciliation at the end of the semester stated in the RFP as follows:

5-5 PREMIUM PAYMENT: FULLY-INSURED QUOTES

A. Premium Payment

The University of Idaho will pay 90 percent of the estimated premium due to the Successful Proposer(s) within 60 days of the effective date for each period of coverage. At the end of the semester coverage period, the University of Idaho will conduct a final account reconciliation with the fully-insured carrier and make payment.



3. Student Health Center;

- In the Student Health Brochure that was provided it states that "A portion of the cost of the SHIP premium is retained by UI and Moscow Family Medicine to provide certain benefits at the Student Health Clinic. Accordingly, these benefits are not insured by UnitedHealthcare Insurance Company." Is it expected that this will remain the same should "the Potential Offeror" attain the business? If so, would we be processing these claims or would these be handled externally/differently?

**Answer:**

It is anticipated that nothing changes for these claims and thus Student Health Center claims are not paid by the fully-insured carrier as stated in the RFP as follows:

**5-1 CONTINUED OPERATION OF UI STUDENT HEALTH INSURANCE PROGRAM**

The University of Idaho will continue to operate key aspects of its Student Health Insurance Program, without substantive change, that are essential to the effective operation of the SHIP.

**A. Student Health Services and Moscow Family Medicine**

The University will continue to operate Student Health Clinic and contract with Moscow Family Medicine to provide primary care services. The University will continue to self-fund reference laboratory and radiology services for SHIP-covered students who receive laboratory and radiology service at UI Student Health Clinic.

No changes are anticipated for the University's continued delivery of psychiatric services, nutritionist services, health education and wellness programs, business functions for Student Health Services or operation of its student health insurance office.

4. Specific to local/regional provider arrangements, are there any special arrangements/accommodations that are made in regards to how claims are paid and processed through;

- Moscow Family Medicine?

No special arrangements/accommodations in regard to how claims are paid and processed.

- Gritman Memorial Hospital?

No special arrangements/accommodations in regard to how claims are paid and processed outside of a separate network discount arrangement.



- Other regional provider entities?

There is a separate Memorandum of Understanding (MOU) for University of Idaho students who attend courses on the Boise State University campus so that UI students can be seen at the BSU Student Health Center at the benefit level of the University of Idaho Student Health Center.

5. Domestic partners and their dependents;

- Who is responsible for providing the service and verifying the criteria/status of domestic partners and their dependents; will that be the University of Idaho or "the Potential Offeror"?

**Answer:**

Dependents are not covered by either the Domestic or International Plans so this question is "not applicable".

**Additional Questions received from Potential Offeror# 2**

1. It was noted that the *current* plan designs do not meet the silver level actuarial values for 2016. This is most likely due to the actuarial values being set based on 2015 standards. This is being noted so that the University is aware that we will be proposing some changes to current benefits in order to meet the silver range actuarial value requirements and given that the proposal asked that we *match* current. Please acknowledge this is acceptable/understood?

**Answer:**

This is not acceptable, but the comments are understood. Regardless of metallic value and actuarial underwriting thoughts of a Proposed Offeror the University of Idaho is requesting that the Potential Offeror quote the exact plan design that is currently offered. Once an Offeror is awarded contract discussions can proceed on what final benefit plan design should look like for Plan Year 2016-17 to meet the contracted fully-insured carrier's standards for metallic values and state mandated Essential Health Benefits.

2. Is it possible to receive a census (in Excel) of most recent plan year participants?
  - In event census cannot be provided, can we get the average student age?

**Answer:**

A census is not going to be furnished, but an Age Band report on all students who were covered for Plan Year 2014-15 is attached which also includes the average age of the entire group of students covered in Plan Year 2014-15, broken down by Domestic and International status.



3. What is the Pharmacy Specialty Copay if different from the Brand Non-formulary Copay of \$100?

**Answer:**

There is no different copay for Specialty Drugs outside the standard copays for Generic/Brand/Non-Formulary at the Point-of-Service Pharmacy.

4. Confirm PCP/Specialist Copay is \$30/\$30 at the Student Health Clinic?

**Answer:**

There is no difference in the copays for primary versus specialty providers at the Student Health Clinic, but please note that the claims at the Student Health Center are not paid/processed/reimbursed by the fully-insured carrier.

5. Please verify that the Student Health Clinic and Arrangements in SECTION 4-2 of the RFP 16-51M SHIP are not in the claims report provided nor is it in the premium.

**Answer:**

No premium or claims information for the Student Health Clinic are included in any reporting furnished in the RFP. The claims data is specific to what is paid to and reimbursed by the fully-insured carrier only.

6. Student Athletes;

- a. What is the accident coverage details for Intercollegiate Sports injuries is provided under a separate policy number 2015-353-8?

**Answer:**

Intercollegiate claims are paid for athletes under the separate policy number up to \$90,000 per Plan Year. The policy number is 2015-353-8 for Domestic Athletes and 2015-353-84 for International Athletes.

- b. Does SHIP pay secondary to the Accident Coverage for Intercollegiate Sports injuries?

**Answer:**

SHIP pays primary to any Accident Coverage offered by the school's separate Athletic Policy, but secondary to any other plan the student might be enrolled on such as a parent's Plan if the student had double coverage.

7. Please provide information about the run out data for November 2015 and December 2015 for the Plan year of 2014-2015.

**Answer:**

Claims, enrollment and premium data reports have been updated to include November 2015 and December 2015 premium and claims and are attached.

8. In review of the current plan, it was noted that pediatric dental lists an annual deductible of \$500 for an individual. The current standards of essential health benefits require that the maximum-out-of-pocket limit for pediatric dental is \$350. The "Potential Offeror" is concerned that this benefit would be out of compliance. Therefore we are asking for guidance on how to write this benefit. Suggested examples would/could be; offer a \$100 deductible amount with the \$350 maximum-out-of-pocket, 50% coinsurance OR file a variable range for the deductible amount (under the \$350 amount) so that we can meet Affordable Care Act requirements. Please advise?

**Answer:**

This is not acceptable, but the comments are understood. Regardless of the Potential Offeror's underwriting thoughts the University of Idaho is requesting that the Potential Offeror quote the exact plan design that is currently offered. Once an Offeror is awarded contract discussions can proceed on what final benefit plan design should look like for Plan Year 2016-17 to meet the contracted fully-insured carrier's requirements on benefits to meet their interpretation of Affordable Care Act (ACA) federal and state of Idaho Essential Health Benefit requirements.

We are aware that certain Pediatric Dental and Vision benefits need to be changed for Plan Year 2016-17 as mandated by the State of Idaho, but for now please quote according to the current Plan of Benefits with comments to changes that will be required to be changed by the Potential Offeror if awarded the contract.

**Questions received from Potential Offeror# 3**

1. Are commissions included in the rates on the Historical Enrollment and Premium report? If yes, what is the commission percentage?

**Answer:**

No commissions are included in the fully-insured carrier rates. The current consultant is paid on a separate fee arrangement directly with the school.

2. Provide Dependent rates for 14-15 and 15-16 with an explanation of admin fees, commissions and other non-medical cost included in rates.

**Answer:**



Dependents were not covered for Plan Years 2014-15 and 2015-16 so no breakdown of fees need to be furnished. Newborns are automatically covered for 60 days after birth as per State of Idaho mandate, but at no additional premium charge.

3. Provide the Dependent Enrollment and Annual Premium by Spouse, Child and Children for both International and Domestic students for 2014-15.

**Answer:**

Dependents were not covered for Plan Year 2014-15 so no breakdown of premium for dependents need to be furnished. Newborns are automatically covered for 60 days after birth as per State of Idaho mandate, but at no additional premium charge.

4. What is the benefit of going to the SHC for students enrolled in the SHIP (reduced deductible or copays etc.)?

**Answer:**

Students receive separate benefits for the Student Health Clinic as per the brochure that can be found in the RFP attachments. There is no Annual Deductible for claims at the Student Health Clinic. All preventative care is covered at 100% (with some limitations – see brochure) regardless of ACA guidelines and it includes the coverage of routine preventive care for males over the age of 19 which is limited by the guidelines of the ACA. Students also have access to psychiatric care with a school psychiatrist at no additional cost such as copays. Outside the Student Health Clinic annual deductibles and co-insurance applies. There is also ease of access since the Student Health Clinic is on-campus.

5. Please confirm that Student Health Center claims are or are not billable to the SHIP? If yes, are they Ledger Billed or does the student submit a receipt for reimbursement?

**Answer:**

Student Health Clinic claims are not billable to the fully-insured carrier.

6. Provide a Fee Schedule of services at the Student Health Center that are charged to students.

**Answer:**

Students receive separate benefits for the Student Health Clinic as per the brochure that can be found in the RFP attachments. Benefits and applicable copays are outlined in the Student Health Clinic brochure.

7. How much in SHC claims were charged to the SHIP for 13-14, 14-15 and 15-16?

Answer:

No Student Health Clinic claims are charged to SHIP for Plan Years 2013-14, 2014-15 and 2015-16 as outlined in the RFP.

8. The claims data on the Claims per Benefit Type by Policy Plan report versus the Paid Claims Report don't match for Option 2014-353-1. The Claims per Benefit Type report shows \$1,711,469.47 in claims while the Paid Claims Report shows \$1,618, 611. Both reports are as of 10/31/15.

Answer:

The claims data on the Paid Claims Report is correct and updated with claims data as of December 31, 2015 and attached. The difference in the TPA's report and the Ad Hoc Paid Claims Report can be attributed to pharmacy reimbursements from the school to the fully-insured carrier when the School Pharmacy closed during the Plan Year (Summer 2014) and also due to some refund errors by the PBM for Plan Year's 2012-13, 2013-14 and 2014-15 so reports were adjusted since the original RFP was issued. There seems to be an error in reporting for the Domestic Plan for Plan Year 2014-15 which is being researched and a second Addendum verifying final audited numbers will be issued shortly. Other notes on claims discrepancies can be found on the attached Paid Claims Report with claims data through December 2015.

9. Attachment F Page 33- Policy 2013-353-1 for the Claims per Benefit Type by Policy Plan report outlines \$2,261,457 in claims as of 10/31/15. Attachment E- Paid Claims report is showing \$2,366,194 as of 8/30/15. How did claims go down 4.4% if there is two additional months of data?

Answer:

The claims went down due to claims adjustments and credits to the fully-insured SHIP as was addressed in Question 8 above.

10. Will all vendors' questions and corresponding responses be shared?

Answer:

All Vendors questions will be shared with Potential Offerors.

11. Page 1 indicated a proposal due date of January 28. Section 2.2 Item G indicates a proposal due date of January 13<sup>th</sup>. Please confirm the proposal due date is January 28?

**Answer:**

The RFP Due Date is verified as January 28, 2016, 4:00 pm PST.

To insure proper proposal procedures, please return this Amendment 1 with your response to the Request for Proposals.

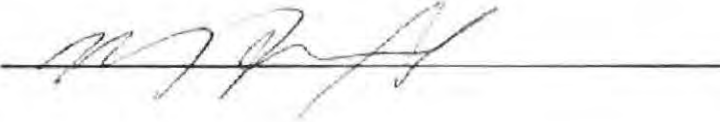
Thank you.

UNIVERSITY OF IDAHO  
Julia McIlroy  
Director  
Contracts & Purchasing Services

RECEIPT ACKNOWLEDGED:

Firm: UnitedHealthcare StudentResources

Signature: \_\_\_\_\_





# Background and History

## United Strength

UnitedHealth Group's 156,000 employees serve more than 85 million individuals, 5,637 hospital facilities, 246,000 health care professionals or groups, and operate in all 50 states and internationally. We apply our core competencies in two broad and growing domains—Health Benefits and Health Services. UnitedHealth Group has more than two dozen distinct business units that address specific markets within the benefits and services sectors. Each of these business units focuses on the key goals in health and well-being: access, affordability, quality, and simplicity as they apply to their specific market.

UnitedHealth Group (NYSE: UNH) is also named to the Dow Jones Sustainability North America Index (DJSI NA) and the Dow Jones Sustainability World Index (DJSI W). This marks the 15th consecutive year that UnitedHealth Group has been included in the Indices, attaining the highest total Index score in the Healthcare Provider Sector.

## At a Glance

Client Information	
UHCSR Clients	450
UHCSR Insured Students	450,000+
Ratings: UnitedHealthcare Insurance Co., Inc.	
A.M. Best Rating (2014 Edition)	A "Excellent" (3rd of 16)
Standard and Poor's Rating (2014 Edition)	AA- "Very Strong" (4 <sup>th</sup> of 21)
Provider Counts	
Medical Providers	840,820
Hospitals	5,637
Pharmacies	62,000

UnitedHealthcare StudentResources (UHCSR) is a member of the UnitedHealth Group family. Our organization is dedicated to providing year-round coverage health insurance products to college and university students nationwide. Our employees are dedicated to the offering of health insurance programs that provide year-round coverage to over 450,000 students at 450 colleges and universities.

UHCSR has been serving students for over forty years and since joining UnitedHealthcare we've expanded and enhanced opportunities for our clients by providing them access to UnitedHealth Group's technology applications, business services and national network of more than 770,760 physicians and other health care professionals as well as 5,565 hospitals.

We pride ourselves on building strong relationships with our clients, and believe it is our service philosophy coupled with our technological capabilities, implementation and flexibility in plan design that makes us one of the largest student insurance providers.

Some of our clients include:

### Consortiums and Large Systems

University of Alaska System  
 University of Kansas System  
 Minnesota State Colleges and Universities  
 State University System of Florida

### Prestigious Private Schools

Chapman University  
 Georgetown University  
 Vanderbilt University  
 University of Denver

### Other Notable Schools

University of Tampa  
 University of Arkansas  
 College of William & Mary  
 Purdue University

## ***Financial Stability***

UnitedHealthcare Insurance Company held an A+ from Standard & Poor's, and an A from A.M. Best Company for the past five years.

In the next pages of this section, we have provided three years of Audited Financial Statements, from our most recent 10-k.



**UnitedHealth Group**  
**Consolidated Balance Sheets**

(in millions, except per share data)	December 31, 2014	December 31, 2013
<b>Assets</b>		
Current assets:		
Cash and cash equivalents .....	\$ 7,495	\$ 7,276
Short-term investments .....	1,741	1,937
Accounts receivable, net of allowances of \$260 and \$196 .....	4,252	3,052
Other current receivables, net of allowances of \$156 and \$169 .....	5,498	3,998
Assets under management .....	2,962	2,757
Deferred income taxes .....	556	430
Prepaid expenses and other current assets .....	1,052	930
<b>Total current assets</b> .....	<b>23,556</b>	<b>20,380</b>
Long-term investments .....	18,827	19,605
Property, equipment and capitalized software, net of accumulated depreciation and amortization of \$2,954 and \$2,675 .....	4,418	4,010
Goodwill .....	32,940	31,604
Other intangible assets, net of accumulated amortization of \$2,685 and \$2,283 .....	3,669	3,844
Other assets .....	2,972	2,439
<b>Total assets</b> .....	<b>\$86,382</b>	<b>\$81,882</b>
<b>Liabilities and shareholders' equity</b>		
Current liabilities:		
Medical costs payable .....	\$12,040	\$11,575
Accounts payable and accrued liabilities .....	9,247	7,458
Other policy liabilities .....	5,965	5,279
Commercial paper and current maturities of long-term debt .....	1,399	1,969
Unearned revenues .....	1,972	1,600
<b>Total current liabilities</b> .....	<b>30,623</b>	<b>27,881</b>
Long-term debt, less current maturities .....	16,007	14,891
Future policy benefits .....	2,488	2,465
Deferred income taxes .....	2,065	1,796
Other liabilities .....	1,357	1,525
<b>Total liabilities</b> .....	<b>52,540</b>	<b>48,558</b>
Commitments and contingencies (Note 12)		
Redeemable noncontrolling interests .....	1,388	1,175
Shareholders' equity:		
Preferred stock, \$0.001 par value — 10 shares authorized; no shares issued or outstanding .....	—	—
Common stock, \$0.01 par value — 3,000 shares authorized; 954 and 988 issued and outstanding .....	10	10
Retained earnings .....	33,836	33,047
Accumulated other comprehensive loss .....	(1,392)	(908)
<b>Total shareholders' equity</b> .....	<b>32,454</b>	<b>32,149</b>
<b>Total liabilities and shareholders' equity</b> .....	<b>\$86,382</b>	<b>\$81,882</b>

See Notes to the Consolidated Financial Statements



**UnitedHealth Group**  
**Consolidated Balance Sheets**

(in millions, except per share data)	December 31, 2013	December 31, 2012
<b>Assets</b>		
Current assets:		
Cash and cash equivalents .....	\$ 7,276	\$ 8,406
Short-term investments .....	1,937	3,031
Accounts receivable, net of allowances of \$196 and \$189 .....	3,052	2,709
Other current receivables, net of allowances of \$169 and \$206 .....	3,998	2,889
Assets under management .....	2,757	2,773
Deferred income taxes .....	430	463
Prepaid expenses and other current assets .....	930	781
<b>Total current assets</b> .....	<b>20,380</b>	<b>21,052</b>
Long-term investments .....	19,605	17,711
Property, equipment and capitalized software, net of accumulated depreciation and amortization of \$2,675 and \$2,564 .....	4,010	3,939
Goodwill .....	31,604	31,286
Other intangible assets, net of accumulated amortization of \$2,283 and \$1,824 .....	3,844	4,682
Other assets .....	2,439	2,215
<b>Total assets</b> .....	<b>581,882</b>	<b>\$80,885</b>
<b>Liabilities and shareholders' equity</b>		
Current liabilities:		
Medical costs payable .....	\$11,575	\$11,004
Accounts payable and accrued liabilities .....	7,458	6,984
Other policy liabilities .....	5,279	4,910
Commercial paper and current maturities of long-term debt .....	1,969	2,713
Unearned revenues .....	1,600	1,505
<b>Total current liabilities</b> .....	<b>27,881</b>	<b>27,116</b>
Long-term debt, less current maturities .....	14,891	14,041
Future policy benefits .....	2,465	2,444
Deferred income taxes .....	1,796	2,450
Other liabilities .....	1,525	1,535
<b>Total liabilities</b> .....	<b>48,558</b>	<b>47,586</b>
Commitments and contingencies (Note 12)		
Redeemable noncontrolling interests .....	1,175	2,121
Shareholders' equity:		
Preferred stock, \$0.001 par value — 10 shares authorized; no shares issued or outstanding .....	—	—
Common stock, \$0.01 par value — 3,000 shares authorized; 988 and 1,019 issued and outstanding .....	10	10
Additional paid-in capital .....	—	66
Retained earnings .....	33,047	30,664
Accumulated other comprehensive (loss) income .....	(908)	438
<b>Total shareholders' equity</b> .....	<b>32,149</b>	<b>31,178</b>
<b>Total liabilities and shareholders' equity</b> .....	<b>\$81,882</b>	<b>\$80,885</b>

See Notes to the Consolidated Financial Statements

**UnitedHealth Group**  
**Consolidated Statements of Operations**

(in millions, except per share data)	For the Years Ended December 31,		
	2013	2012	2011
<b>Revenues:</b>			
Premiums .....	\$109,557	\$ 99,728	\$ 91,983
Services .....	8,997	7,437	6,613
Products .....	3,190	2,773	2,612
Investment and other income .....	745	680	654
Total revenues .....	122,489	110,618	101,862
<b>Operating costs:</b>			
Medical costs .....	89,290	80,226	74,332
Operating costs .....	19,362	17,306	15,557
Cost of products sold .....	2,839	2,523	2,385
Depreciation and amortization .....	1,375	1,309	1,124
Total operating costs .....	112,866	101,364	93,398
<b>Earnings from operations</b> .....	9,623	9,254	8,464
Interest expense .....	(708)	(632)	(505)
<b>Earnings before income taxes</b> .....	8,915	8,622	7,959
Provision for income taxes .....	(3,242)	(3,096)	(2,817)
<b>Net earnings</b> .....	5,673	5,526	5,142
Earnings attributable to noncontrolling interests .....	(48)	—	—
<b>Net earnings attributable to UnitedHealth Group common shareholders</b> .....	\$ 5,625	\$ 5,526	\$ 5,142
<b>Earnings per share attributable to UnitedHealth Group common shareholders:</b>			
Basic .....	\$ 5.59	\$ 5.38	\$ 4.81
Diluted .....	\$ 5.50	\$ 5.28	\$ 4.73
<b>Basic weighted-average number of common shares outstanding</b> .....	1,006	1,027	1,070
<b>Dilutive effect of common share equivalents</b> .....	17	19	17
<b>Diluted weighted-average number of common shares outstanding</b> .....	1,023	1,046	1,087
<b>Anti-dilutive shares excluded from the calculation of dilutive effect of common share equivalents</b> .....	8	17	47
Cash dividends declared per common share .....	\$ 1.0525	\$ 0.8000	\$ 0.6125

See Notes to the Consolidated Financial Statements

**UnitedHealth Group**  
**Consolidated Statements of Comprehensive Income**

(in millions)	For the Years Ended December 31,		
	2013	2012	2011
<b>Net earnings</b> .....	<u>\$ 5,673</u>	<u>\$5,526</u>	<u>\$5,142</u>
<b>Other comprehensive (loss) income:</b>			
Gross unrealized holding (losses) gains on investment securities during the period .....	(543)	217	422
Income tax effect .....	196	(78)	(154)
<b>Total unrealized (losses) gains, net of tax</b> .....	<u>(347)</u>	<u>139</u>	<u>268</u>
Gross reclassification adjustment for net realized gains included in net earnings .....	(181)	(156)	(113)
Income tax effect .....	66	57	41
<b>Total reclassification adjustment, net of tax</b> .....	<u>(115)</u>	<u>(99)</u>	<u>(72)</u>
Total foreign currency translation (losses) gains .....	(884)	(63)	13
<b>Other comprehensive (loss) income</b> .....	<u>(1,346)</u>	<u>(23)</u>	<u>209</u>
<b>Comprehensive income</b> .....	4,327	5,503	5,351
<b>Comprehensive income attributable to noncontrolling interests</b> .....	(48)	—	—
<b>Comprehensive income attributable to UnitedHealth Group common shareholders</b> .....	<u>\$ 4,279</u>	<u>\$5,503</u>	<u>\$5,351</u>

See Notes to the Consolidated Financial Statements

**UnitedHealth Group**  
**Consolidated Statements of Changes in Shareholders' Equity**

(in millions)	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)		Total Shareholders' Equity
	Shares	Amount			Net Unrealized Gains (Losses) on Investments	Foreign Currency Translation (Losses) Gains	
<b>Balance at January 1, 2011</b> .....	1,086	\$11	\$ —	\$25,562	\$ 280	\$ (28)	\$25,825
Net earnings .....				5,142			5,142
Other comprehensive income .....					196	13	209
Issuances of common shares, and related tax effects .....	18	—	308				308
Share-based compensation, and related tax benefits .....			453				453
Common share repurchases .....	(65)	(1)	(761)	(2,232)			(2,994)
Cash dividends paid on common shares .....				(651)			(651)
<b>Balance at December 31, 2011</b> .....	1,039	10	—	27,821	476	(15)	28,292
Net earnings .....				5,526			5,526
Other comprehensive income (loss) .....					40	(63)	(23)
Issuances of common shares, and related tax effects .....	37	—	704				704
Share-based compensation, and related tax benefits .....			594				594
Common share repurchases .....	(57)	—	(1,221)	(1,863)			(3,084)
Acquisitions of noncontrolling interests .....			(11)				(11)
Cash dividends paid on common shares .....				(820)			(820)
<b>Balance at December 31, 2012</b> .....	1,019	10	66	30,664	516	(78)	31,178
Net earnings attributable to UnitedHealth Group common shareholders .....				5,625			5,625
Other comprehensive loss .....					(462)	(884)	(1,346)
Issuances of common shares, and related tax effects .....	17	—	431				431
Share-based compensation, and related tax benefits .....			406				406
Common share repurchases .....	(48)	—	(984)	(2,186)			(3,170)
Acquisitions of noncontrolling interests, and related tax effects .....			81				81
Cash dividends paid on common shares .....				(1,056)			(1,056)
<b>Balance at December 31, 2013</b> .....	<u>988</u>	<u>\$10</u>	<u>\$ —</u>	<u>\$33,047</u>	<u>\$ 54</u>	<u>\$(962)</u>	<u>\$32,149</u>

See Notes to the Consolidated Financial Statements



**UnitedHealth Group**  
**Consolidated Statements of Cash Flows**

(in millions)	For the Years Ended December 31,		
	2013	2012	2011
<b>Operating activities</b>			
Net earnings	\$ 5,673	\$ 5,526	\$ 5,142
Non-cash items:			
Depreciation and amortization	1,375	1,309	1,124
Deferred income taxes	1	308	59
Share-based compensation	331	421	401
Other, net	(83)	(231)	(67)
Net change in other operating items, net of effects from acquisitions and changes in AARP balances:			
Accounts receivable	(317)	(130)	(267)
Other assets	(838)	(295)	(121)
Medical costs payable	509	101	377
Accounts payable and other liabilities	459	199	146
Other policy liabilities	(221)	(81)	482
Unearned revenues	102	28	(308)
Cash flows from operating activities	6,991	7,155	6,968
<b>Investing activities</b>			
Purchases of investments	(12,176)	(9,903)	(9,895)
Sales of investments	5,706	3,794	3,949
Maturities of investments	4,859	4,810	4,251
Cash paid for acquisitions, net of cash assumed	(362)	(6,280)	(1,844)
Cash received from dispositions	45	—	385
Purchases of property, equipment and capitalized software	(1,307)	(1,070)	(1,067)
Proceeds from disposal of property and equipment	146	—	49
Cash flows used for investing activities	(3,089)	(8,649)	(4,172)
<b>Financing activities</b>			
Acquisition of noncontrolling interest shares	(1,474)	(319)	—
Common stock repurchases	(3,170)	(3,084)	(2,994)
Proceeds from issuance of long-term debt	2,235	3,966	2,234
Repayments of long-term debt	(1,609)	(986)	(955)
(Repayments of) proceeds from commercial paper, net	(474)	1,587	(933)
Cash dividends paid	(1,056)	(820)	(651)
Customer funds administered	31	(324)	37
Proceeds from common stock issuances	598	1,078	381
Interest rate swap termination	—	—	132
Other, net	(27)	(627)	259
Cash flows (used for) from financing activities	(4,946)	471	(2,490)
Effect of exchange rate changes on cash and cash equivalents	(86)	—	—
(Decrease) increase in cash and cash equivalents	(1,130)	(1,023)	306
Cash and cash equivalents, beginning of period	8,406	9,429	9,123
Cash and cash equivalents, end of period	\$ 7,276	\$ 8,406	\$ 9,429
<b>Supplemental cash flow disclosures</b>			
Cash paid for interest	\$ 724	\$ 600	\$ 472
Cash paid for income taxes	2,785	2,666	2,739

See Notes to the Consolidated Financial Statements

**UnitedHealth Group**  
**Consolidated Statements of Operations**

(in millions, except per share data)	For the Years Ended December 31,		
	2014	2013	2012
<b>Revenues:</b>			
Premiums .....	\$115,302	\$109,557	\$ 99,728
Services .....	10,151	8,997	7,437
Products .....	4,242	3,190	2,773
Investment and other income .....	779	745	680
<b>Total revenues</b> .....	<b>130,474</b>	<b>122,489</b>	<b>110,618</b>
<b>Operating costs:</b>			
Medical costs .....	93,257	89,290	80,226
Operating costs .....	21,681	19,362	17,306
Cost of products sold .....	3,784	2,839	2,523
Depreciation and amortization .....	1,478	1,375	1,309
<b>Total operating costs</b> .....	<b>120,200</b>	<b>112,866</b>	<b>101,364</b>
<b>Earnings from operations</b> .....	<b>10,274</b>	<b>9,623</b>	<b>9,254</b>
Interest expense .....	(618)	(708)	(632)
<b>Earnings before income taxes</b> .....	<b>9,656</b>	<b>8,915</b>	<b>8,622</b>
Provision for income taxes .....	(4,037)	(3,242)	(3,096)
<b>Net earnings</b> .....	<b>5,619</b>	<b>5,673</b>	<b>5,526</b>
Earnings attributable to noncontrolling interests .....	—	(48)	—
<b>Net earnings attributable to UnitedHealth Group common shareholders</b> .....	<b>\$ 5,619</b>	<b>\$ 5,625</b>	<b>\$ 5,526</b>
<b>Earnings per share attributable to UnitedHealth Group common shareholders:</b>			
Basic .....	<b>\$ 5.78</b>	<b>\$ 5.59</b>	<b>\$ 5.38</b>
Diluted .....	<b>\$ 5.70</b>	<b>\$ 5.50</b>	<b>\$ 5.28</b>
<b>Basic weighted-average number of common shares outstanding</b> .....	<b>972</b>	<b>1,006</b>	<b>1,027</b>
<b>Dilutive effect of common share equivalents</b> .....	<b>14</b>	<b>17</b>	<b>19</b>
<b>Diluted weighted-average number of common shares outstanding</b> .....	<b>986</b>	<b>1,023</b>	<b>1,046</b>
Anti-dilutive shares excluded from the calculation of dilutive effect of common share equivalents .....	6	8	17
Cash dividends declared per common share .....	<b>\$ 1.4050</b>	<b>\$ 1.0525</b>	<b>\$ 0.8000</b>

See Notes to the Consolidated Financial Statements

**UnitedHealth Group**  
**Consolidated Statements of Comprehensive Income**

(in millions)	For the Years Ended December 31,		
	2014	2013	2012
<b>Net earnings</b> .....	<b>\$5,619</b>	<b>\$ 5,673</b>	<b>\$5,526</b>
Other comprehensive loss:			
Gross unrealized gains (losses) on investment securities during the period .....	476	(543)	217
Income tax effect .....	(173)	196	(78)
Total unrealized gains (losses), net of tax .....	303	(347)	139
Gross reclassification adjustment for net realized gains included in net earnings .....	(211)	(181)	(156)
Income tax effect .....	77	66	57
Total reclassification adjustment, net of tax .....	(134)	(115)	(99)
Total foreign currency translation losses .....	(653)	(884)	(63)
Other comprehensive loss .....	(484)	(1,346)	(23)
Comprehensive income .....	5,135	4,327	5,503
Comprehensive income attributable to noncontrolling interests .....	—	(48)	—
<b>Comprehensive income attributable to UnitedHealth Group common shareholders</b> .....	<b>\$5,135</b>	<b>\$ 4,279</b>	<b>\$5,503</b>

See Notes to the Consolidated Financial Statements

**UnitedHealth Group**  
**Consolidated Statements of Changes in Shareholders' Equity**

(in millions)	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)		Total Shareholders' Equity
	Shares	Amount			Net Unrealized Gains (Losses) on Investments	Foreign Currency Translation Losses	
Balance at January 1, 2012	1,039	\$10	\$ —	\$27,821	\$ 476	\$ (15)	\$28,292
Net earnings attributable to UnitedHealth Group common shareholders				5,526			5,526
Other comprehensive income (loss)					40	(63)	(23)
Issuances of common shares, and related tax effects	37	—	704				704
Share-based compensation, and related tax benefits			594				594
Common share repurchases	(57)	—	(1,221)	(1,863)			(3,084)
Acquisition of noncontrolling interests			(11)				(11)
Cash dividends paid on common shares				(820)			(820)
Balance at December 31, 2012	1,019	10	66	30,664	516	(78)	31,178
Net earnings attributable to UnitedHealth Group common shareholders				5,625			5,625
Other comprehensive loss					(462)	(884)	(1,346)
Issuances of common shares, and related tax effects	17	—	431				431
Share-based compensation, and related tax benefits			406				406
Common share repurchases	(48)	—	(984)	(2,186)			(3,170)
Acquisition of noncontrolling interests and related tax effects			81				81
Cash dividends paid on common shares				(1,056)			(1,056)
Balance at December 31, 2013	988	10	—	33,047	54	(962)	32,149
Net earnings attributable to UnitedHealth Group common shareholders				5,619			5,619
Other comprehensive income (loss)					169	(653)	(484)
Issuances of common shares, and related tax effects	15	—	146				146
Share-based compensation, and related tax benefits			394				394
Common share repurchases	(49)	—	(540)	(3,468)			(4,008)
Cash dividends paid on common shares				(1,362)			(1,362)
Balance at December 31, 2014	954	\$10	\$ —	\$33,836	\$ 223	\$(1,615)	\$32,454

See Notes to the Consolidated Financial Statements



**UnitedHealth Group**  
**Consolidated Statements of Cash Flows**

(in millions)	For the Years Ended December 31,		
	2014	2013	2012
<b>Operating activities</b>			
Net earnings .....	\$ 5,619	\$ 5,673	\$ 5,526
Noncash items:			
Depreciation and amortization .....	1,478	1,375	1,309
Deferred income taxes .....	(117)	1	308
Share-based compensation .....	364	331	421
Other, net .....	(298)	(83)	(231)
Net change in other operating items, net of effects from acquisitions and changes in AARP balances:			
Accounts receivable .....	(911)	(317)	(130)
Other assets .....	(590)	(838)	(295)
Medical costs payable .....	484	509	101
Accounts payable and other liabilities .....	1,642	459	199
Other policy liabilities .....	(5)	(221)	(81)
Unearned revenues .....	385	102	28
Cash flows from operating activities .....	8,051	6,991	7,155
<b>Investing activities</b>			
Purchases of investments .....	(9,928)	(12,176)	(9,903)
Sales of investments .....	7,701	5,706	3,794
Maturities of investments .....	3,026	4,859	4,810
Cash paid for acquisitions, net of cash assumed .....	(1,923)	(362)	(6,280)
Purchases of property, equipment and capitalized software .....	(1,525)	(1,307)	(1,070)
Proceeds from disposal of property, equipment and capitalized software .....	78	146	—
Other, net .....	37	45	—
Cash flows used for investing activities .....	(2,534)	(3,089)	(8,649)
<b>Financing activities</b>			
Acquisition of noncontrolling interest shares .....	—	(1,474)	(319)
Common stock repurchases .....	(4,008)	(3,170)	(3,084)
Cash dividends paid .....	(1,362)	(1,056)	(820)
Proceeds from common stock issuances .....	462	598	1,078
Repayments of long-term debt .....	(812)	(1,609)	(986)
(Repayments of) proceeds from commercial paper, net .....	(794)	(474)	1,587
Proceeds from issuance of long-term debt .....	1,997	2,235	3,966
Customer funds administered .....	(638)	31	(324)
Other, net .....	(138)	(27)	(627)
Cash flows (used for) from financing activities .....	(5,293)	(4,946)	471
Effect of exchange rate changes on cash and cash equivalents .....	(5)	(86)	—
<b>Increase (decrease) in cash and cash equivalents</b> .....	219	(1,130)	(1,023)
<b>Cash and cash equivalents, beginning of period</b> .....	7,276	8,406	9,429
<b>Cash and cash equivalents, end of period</b> .....	\$ 7,495	\$ 7,276	\$ 8,406
<b>Supplemental cash flow disclosures</b>			
Cash paid for interest .....	\$ 644	\$ 724	\$ 600
Cash paid for income taxes .....	4,024	2,785	2,666

See Notes to the Consolidated Financial Statements

## ***Experience and Support***

### ***Our Philosophy***

You are our priority. We concentrate on our core service competencies: paying claims efficiently and answering phones. We are committed to providing customers with a professional, courteous staff and stress both performance and quality in all aspects of our service model.

Our administrative experience and expertise, along with our singular focus on the student market, provides us with a keen insight into what our clients need and how best to fulfill those needs. Our aim is to provide a better student insurance experience through personalized care and service.

### ***Account Management***

Unlike other student insurance companies, our Account Executive Teams are involved with you both pre- and post-sale. This team consisting of Account Executives and Client Services Analysts are your primary point of contact for all plan activities and issues, and the day-to-day servicing of you plan. Specific responsibilities of the Account Management Team include:

- Liaison with school administrators and Underwriting to finalize plan design, benefits, and rates
- Upon acceptance of the plan, gather insurance related information from school officials and distribute this data to all company departments
- Guide the development of insurance materials and secure approval on those materials from school officials
- Coordinate a START meeting for plan implementation
- Provide regular reporting to school officials
- Assist with customer service, claims, or eligibility issues



### ***Customer Service***

Our Customer Service Representatives, located in Plano, Texas, complete a rigorous six-week training course and are expected to handle as many issues as possible at the time of first inquiry by the member or provider. In addition to training in customer service relations and telephone etiquette, our Customer Service Representatives are also cross-trained on claims processing in order to better understand the claim issues that students may have.

As part of our ongoing customer focus, we use a state-of-the-art phone system, Telephony@Work, which provides options for self-service for our members and providers and intelligent menus that increase the speed of customer service.

Our interactive voice response (IVR) system delivers accurate information regarding coverage, claim status, claim history and member demographics. This system is available 24/7. Additionally, Telephony@Work allows us to improve customer service operations through enhanced reporting, intelligent call routing to specialty Customer Service Representatives, overflow routing, improved training, better quality controls and supervisor assistance.



### **Claims Administration**

Our Claims Administration Department, also located in Plano, Texas, also completes a rigorous six-week training course and is expected to handle as many issues as possible at the time of first inquiry by the member or provider.

Claims are administered at UnitedHealthcare StudentResources by a proprietary system designed specifically for the student insurance market. The system automatically adjudicates a percentage of the benefits payable. The system is flexible and is able to accommodate plan structures of varying complexity. UHCSR uses Optum Insight as our claims clearinghouse. Within this process, 33% of claims are auto-adjudicated. Additionally, many claims are manually adjudicated to ensure that claims are paid according to specific policy provisions.

Claim forms are not required; however, claim forms can be utilized should the school and/or insured choose.

### **Eligibility**

The experienced employees in our Eligibility Department use our proprietary systems to provide efficient and accurate eligibility list processing.

- Standardized list formatting lets us leverage the optimal standards for submitting student lists that define your health insurance eligibility. Standardized list formats result in shorter processing time (within 3 days) of student lists, automatic notifications of list status and significantly reduced processing errors.
- Our Emergency Add process allows student eligibility to be added in less than 24 hours, even before the official eligibility list is generated by our college/university clients.
- Innovative approach to enrollment with secure online enrollment with 24 hour verification of coverage.
- Paper Enrollments are also available and are processed within 5 business days.

- Personalized ID Cards are generated within 48 hours of loading of the eligibility into our system. This accommodates our quality checks process prior to ID card availability.
- For direct enrollments, renewal notices are sent 30 days prior to the insured's premium expiration date throughout the policy year.
- A wide range of web-based tools that are tailored to accommodate school specific enrollment issues and processes.



### **Reporting**

Our college/university clients receive the following case reports in accordance with HIPAA rules and regulations around Protected Health Information (PHI).

- Utilization report. This report breaks down the overall claim activity by benefit category, in and out-of-network charges, totals by activity and cause, number of services, total submitted charges, denied charges, deductibles, breakdown of insureds and premium collected, claims by age group and charges paid by month.
- Insured list. An alphabetical listing of insureds is available to the client, in accordance with HIPAA. This report details all students insured, the type of coverage purchased, and the effective and expiration dates of coverage.
- Additional reports. Upon request, reports can be generated to reflect more detailed claims information.



**Implementation Activities**

One of the many things that sets us apart from the competition is the smooth and thorough way we handle implementing insurance programs for schools. We understand complex student health plans must be implemented correctly in order to be administered correctly. In answer to that, we designed an implementation process referred to as START (Student Transfer of Administrative Responsibilities). START brings all the stakeholders together and provides the solid launch your student insurance program needs to be successful.

One of our Customer Delivery Project Managers will work with your representatives to gather and document every detail of your plan and its administration. Although we prefer to accomplish this with on-site meetings, we can also collect START data through conference calls.

Our START process helps eliminate the problems typically experienced when a school moves to a new carrier/administrator.

Project	Teams	Summary
Information Gathering	Client Service Analyst University Plan Administrator	Confirm effective dates, semester dates (if applicable), insured categories, enrollment methods, and marketing material requirements
Plan Materials	Client Service Analyst UHCSR Compliance UHCSR Underwriting University Plan Administrator	Produce, approve, and publish plan materials (brochure, ID cards, etc.).  Identify special instructions for distribution of materials (Orientation, Health Fairs, etc.).
Student Health Center	Client Service Analyst UHCSR Underwriting University Plan Administrator	Confirm Student Health Center payment arrangements (if applicable).
START Meeting	Account Executive Client Service Analyst UHCSR Claims Administration UHCSR Underwriting University Plan Administrators	Meet key staff at UHCSR who will service University's account.  Identify previous problems from former carrier to discuss solutions we can provide (customer service, claims, SHC, etc.)  Discuss significant changes over last year's policy.  Ensure all benefits will be paid as the University expects.  Identify any special customer service requirements (special prompts, instructions regarding SHC, etc.).  Discuss details regarding student and administrator web tools.
Training	UHCSR Claims Administration	Customer Service, Claims, and Eligibility departments meet to discuss all documented information to provide optimal service to your students.

*"Getting to meet and interact with the people I will turn to for help administering our school's plan was an invaluable part of the START meeting. I also feel like I now have a better understanding of the tools and technology that are available to our students. I am confident that we made the right decision and am looking forward to our relationship with UHCSR."*

*Edythe C., American University*



## ***Servicing You: Web***

### ***Online Tools for Schools***

UnitedHealthcare **StudentResources' Partner Center** is a suite of online tools designed for you. It helps you manage your student insurance program, saving time, increasing accuracy, and improving your productivity, so you can focus on your other responsibilities.

With a single login, you can manage your student insurance program processes easily with:

- Waiver Management including:
  - Early Enrollment: Student information is transmitted to our system immediately, and ID Cards are made available up to 30 days prior to the policy start date; and,
  - Coverage Election: The school administrator first approves a student's request for coverage. ID Cards are made available once the eligibility list is approved and submitted
- Student Health Center Referrals
- Student Health Center Ledger Billing
- Student Insurance Management

### **Waiver Management**

Waiver Management in **Partner Center** is solely online, in real time. From students completing waiver election or online enrollment ([StudentCenter.uhcsr.com](http://StudentCenter.uhcsr.com)) to the seamless and secure submission of your final eligibility list, Waiver Management lets you easily manage all of your waiver processes including:

- Student list upload and ongoing maintenance
- Tailored online waiver election and enrollment forms
- Email function lets you send waiver election and/or enrollment communications to students using preloaded templates
- Automatic approval/denial of waiver requests based on your comparable coverage requirements (optional)

- Automatic notification to students, both onscreen and via email, of the waiver decision and/or their enrollment/election status
- Eligibility list creation by converting eligible students and applying coverage at the end of the waiver period
- Robust reporting capability for all waiver data in Partner Center

*We have been partners with UnitedHealthcare StudentResources going on our seventh year and look forward to working with them well into the future.*

*We have been using the online services for the last three years, it has cut the time we've spent running reports and various administration duties by 40%.*

*—Patricia O., Wentworth Institute of Technology*

### **Student Health Center Referral**

If your policy calls for referrals of students to off-campus providers, our Student Health Center Referral application eliminates the need for the completion and faxing of hard copy referral forms.

Your Student Health Center staff simply enters the referral information online. The referral data is sent directly to **StudentResources** where it's matched to the student in our claims system. Once the preferred provider claim arrives, your referral is already on file. This reduces improperly denied claims or errors in claims payments.

Use Student Health Center Referral to:

- Enter your student referrals quickly and easily
- View all referrals by date range
- Export all your referrals to Excel for easy offline reference

### Claims Management

Partner Center's Claims Management tools are used by Student Health Center staff to submit Ledger Billing Claims and Student Health Center Referral information directly to UnitedHealthcare StudentResources.

### Ledger Billing Claims Submission

More efficient submission of your ledger billing claims means reduced reimbursement wait times, with an average turnaround time of seven days. You can submit your ledger billing claims online, directly to StudentResources.

This intuitive application allows you to:

- Enter a single claim or upload multiple claims from your Practice Management System
- Search for and retrieve previously entered claims to verify submission dates
- Verify student eligibility
- Place claims on hold pending eligibility.
- Generate reports of held or submitted claim information

We work with several popular Practice Management Systems to facilitate the development of standard ledger billing reports that can be uploaded to Claims Management. Current partners are:

- Practice Management Systems
- AdvancedMD
- Hershey Systems
- Mediat Practice Management System
- PyraMED by Media Highway
- Point n Click
- Pro Pharm



### Insurance Management

We know students often turn to you for help with their insurance accounts. *Partner Center's* Insurance Management allows qualified school representatives (as defined by HIPAA) to access student insurance account information quickly and easily to help students with:

- Claims status inquiries (EOBs also available online)
- ID card printing
- Locating preferred providers
- Value-added benefits such as Nurseline, UnitedHealth Allies, and UnitedHealthcare Global (global emergency medical services)
- Prescription plan information



## Online Tools for Students

[www.uhcsr.com](http://www.uhcsr.com)

### Plan Information

Students can visit our website at [www.uhcsr.com](http://www.uhcsr.com) to get instant access to our tools and resources. It's easy for students to navigate and offers them the following:

- Easy online enrollment for voluntary student health insurance and optional coverages (i.e., dental, vision, etc.)
- Customized URLs (i.e., [www.uhcsr.com/purdue](http://www.uhcsr.com/purdue)) leading students to your school's insurance page
- Online account access to benefit information, claims status, ID card, and more through *My Account*
- Online access to personal representative appointment and claim forms

### My Account

As part of our *Go Green* initiative, we provide students with the information they want, where they want it... at their fingertips. Once they create their secure *My Account* login, they have online access to things like Claims Letters and Explanations of Benefits (EOBs). Your students can also update their personal information, assign a Personal Representative, look up a network provider, and even download an electronic version of their ID card. That means no matter where your students go, if they have their mobile device with them, they have their ID card in hand as well. No more worries about a lost ID card and waiting for a replacement.

Another advantage your students will appreciate with *My Account* is receiving sensitive information securely in their online *Message Center*. This helps avoid the danger of that information getting into the wrong hands if it's mailed to an old address.

### Mobile App

While the main website is accessible to mobile devices, students with smartphones will enjoy our streamlined mobile app available through Google Play or iTunes. From this app, students can display their ID card, locate a provider or pharmacy, and even check a claim status.



### Insurance Glossary (Available in Arabic, Chinese, English, French, Korean, and Spanish)

UnitedHealthcare **StudentResources** offers students an online insurance glossary under *Health Insurance 101*. This section helps students define and clarify the often confusing world of health insurance.

Our insurance glossary is organized alphabetically by insurance terms for a quick reference guide to understand the language commonly used. This insurance glossary is available in other languages: Arabic, Chinese, English, French, Korean, and Spanish.

# Servicing You: Marketing

## In-house Services

Our Marketing department can provide professionally designed promotional pieces to help you educate your students about the many benefits of their Student Injury and Sickness Insurance Plan.

With the growing demand by students for their school to go green, Marketing creates excellent digital materials for posting to a website or emailing to students.

Among the services offered by Marketing are:

- Flyers, posters, brochures, postcards, stuffers, and promotional items
- Collateral materials for all ancillary products and services
- PDFs, PowerPoint presentations, and HTML email for digital delivery to students
- In-house professional graphic design





# Costs

Tab 1.	Cost Sheet
Tab 2.	Domestic Medical Plan
Tab 3.	Domestic Athletic Plan
Tab 4.	International Medical Plan
Tab 5.	International Athletic Plan

UNIVERSITY OF IDAHO  
PRICING PROPOSAL COST SHEETS  
PLAN YEAR 2016-17

PLEASE QUOTE IN DOLLARS WITH NO CENTS IF POSSIBLE

ALL STUDENTS (DOMESTIC AND INTERNATIONAL)

COVERAGE	ANNUAL PREMIUM PLAN YEAR 2016-17*	MAXIMUM INCREASE FOR PLAN YEAR 2017-18**	MAXIMUM INCREASE FOR PLAN YEAR 2018-19**
Student	\$1,548		


\* Annualized Premium is used for Comparative Purposes - students are enrolled and charged by semester

\*\* Express Maximum Increase as a Percentage of Previous Year's Carrier Premium

<b>Note the following:</b>	
List any underwriting requirements:	a) Rate and Terms are pending required certification of Third Party Administrator b) No changes in benefits, eligibility or enrollment process unless noted below c) Assumes a duplication of the 2015-16 policy year benefits, except as noted below d) Includes all benefits as mandated by the state of Idaho e) Above rates do not include any administrative fees payable to the University/College f) Services and procedures provided at the SHC are based on those in effect for the 2015 - 2016 policy year. Any removal or addition of services and procedures require Underwriting review and approval prior to finalization of terms. g) Above rates are NET of Broker commission
List any Value Added Services (no additional fees)	a) Global Emergency Services b) Nurseline c) d)

Name of Administrator, MGU, Broker or Consultant Offering Bid if Not the Fully-Insured Carrier	AmeriBen Solutions
Services provided by entities above	
Fees Being Paid to Above Administrator, MGU, Broker or Consultant Offering Bid if Not the Fully-Insured Carrier	5% built into Rate for Claims Administration to Ameriben

VENDORS	NAME OF COMPANY
Claims Administration	AmeriBen Solutions
Prescription Benefit Management	Magellan RX Management
Utilization Management	TBA
Assistance Services	Repatriation / Medical Evacuation by UnitedHealthcare Global
PPO Network(s)	Regional PPO: First Choice
Other: Name all Other Vendors	National PPO: PHCS



\_\_\_\_\_  
Signature of Offeror

William J. Truxal  
\_\_\_\_\_  
Printed Name of Offeror

1/27/2016  
\_\_\_\_\_  
Date of Signature

UNIVERSITY OF IDAHO  
 PRICING PROPOSAL COST SHEETS  
 RETENTION ILLUSTRATION  
 PLAN YEAR 2016-17

	FIRST YEAR	SECOND YEAR	THIRD YEAR
<b>Medical and Rx Claims</b>			
Expected Paid Claims	\$1,183.31		
IBNR Reserve			
Market Trend Factor (medical inflation)	110.1%		
Market Trend Factor (rx inflation)	112.5%		
Campus Trend Factor (actual experience)	NA - no discernable consistency		
Other: (please explain)			
Other: (please explain)			
<b>Retention:</b>			
PPACA Fees & Additional Premium Tax	\$27.02		
PPO Network Access Fees	NA		
Estimated Wrap-around Network Fees	NA		
Utilization Review Company Fees	NA		
Pooling Charge	NA		
Profit	\$71.53		
Overhead			
Other (*Underwriting, State Fees and Taxes; Actuary, Accounting, and Ancillary Services)	\$166.00		
<b>Administration or Broker Company (Other) Retention*</b>			
Commissions or Administration Fees			
TPA Fees and UHCSR oversight	\$100.14		
<b>TOTAL Retention:</b>	<b>\$364.69</b>		
<b>Estimated Total Premium:</b>	<b>\$1,548.00</b>		

<b>Note the following:</b>	
If other factors are used in your underwriting process, please explain	
Rate and Terms are contingent upon required certification of Third Party Administrator	

\* Confirm agent, broker, or consultant compensation as a percentage of premium below and translate this rate to dollars for purposes of this illustration. Please name any companies that will receive

compensation for this contract. This RFP requests a direct contract with carriers, which means no broker compensation.

Commission Retention Percentage	0%
---------------------------------	----

**Note**

The school pays for capitation at the Student Health Center and printed materials such as brochures and marketing flyers to students/insureds. The school also pays outside Waiver Audit services as per the RFP.



**PART IV**  
**SCHEDULE OF BENEFITS**  
**MEDICAL EXPENSE BENEFITS**  
**UNIVERSITY OF IDAHO - STUDENT PLAN**  
**2016-353-1**  
**INJURY AND SICKNESS BENEFITS**  
**METALLIC LEVEL: SILVER**

<b>Maximum Benefit</b>	<b>No Overall Maximum Dollar Limit</b>
	<b>(Per Insured Person, Per Policy Year)</b>
<b>Deductible Preferred Providers</b>	<b>\$750 (Per Insured Person, Per Policy Year)</b>
<b>Deductible Out-of-Network</b>	<b>\$1,500 (Per Insured Person, Per Policy Year)</b>
<b>Coinsurance Preferred Providers</b>	<b>70% except as noted below</b>
<b>Coinsurance Out-of-Network</b>	<b>50% except as noted below</b>
<b>Out-of-Pocket Maximum Preferred Providers</b>	<b>\$6,350 (Per Insured Person, Per Policy Year)</b>
<b>Out-of-Pocket Maximum Out-of-Network</b>	<b>\$20,000 (Per Insured Person, Per Policy Year)</b>

The Preferred Providers for this plan are First Choice in the states of Idaho, Washington and Montana and PHCS outside of those states.

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If the Covered Medical Expense is incurred for Emergency Services when due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. Covered Medical Expense incurred at a Preferred Provider facility by an Out-of-Network Provider will be paid at the Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

**Out-of-Pocket Maximum:** After the Out-of-Pocket Maximum has been satisfied, Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year subject to any benefit maximums or limits that may apply. Any applicable Copays or Deductibles will be applied to the Out-of-Pocket Maximum. Services that are not Covered Medical Expenses and the amount benefits are reduced for failing to comply with policy provisions or requirements do not count toward meeting the Out-of-Pocket Maximum.

**Note:** No benefits will be provided for treatment of non-cystic acne.

**Copays and Per Service Deductibles:** All Copays and per service Deductibles specified in the Schedule of Benefits are in addition to the Policy Deductible, except as specifically noted.

The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated.

<u>Inpatient</u>	<u>Preferred Provider</u>	<u>Out-of-Network Provider</u>
<b>Room &amp; Board Expense:</b>	Preferred Allowance \$150 Copay per Hospital Confinement	Usual and Customary Charges \$150 Deductible per Hospital Confinement
<b>Intensive Care:</b>	Preferred Allowance \$150 Copay per Hospital Confinement	Usual and Customary Charges \$150 Deductible per Hospital Confinement
<b>Hospital Miscellaneous Expenses:</b>	Preferred Allowance	Usual and Customary Charges
<b>Routine Newborn Care:</b>	Paid as any other Sickness	Paid as any other Sickness

Inpatient	Preferred Provider	Out-of-Network Provider
<b>Surgery:</b> <i>If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.)</i>	Preferred Allowance	Usual and Customary Charges
<b>Assistant Surgeon Fees:</b>	Preferred Allowance	Usual and Customary Charges
<b>Anesthetist Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Registered Nurse's Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physician's Visits:</b>	Preferred Allowance	Usual and Customary Charges
<b>Pre-admission Testing:</b> <i>(Pre-admission testing must occur within 7 days prior to admission.)</i>	Preferred Allowance	Usual and Customary Charges

Outpatient	Preferred Provider	Out-of-Network Provider
<b>Surgery:</b> <i>(If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.)</i>	Preferred Allowance	Usual and Customary Charges
<b>Day Surgery Miscellaneous:</b> <i>(Day Surgery Miscellaneous charges are based on the Outpatient Surgical Facility Charge Index.)</i>	Preferred Allowance \$150 Copay per date of service	Usual and Customary Charges \$150 Deductible per date of service
<b>Assistant Surgeon Fees:</b>	Preferred Allowance	Usual and Customary Charges
<b>Anesthetist Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physician's Visits:</b> <i>(Includes coverage for travel immunizations.)</i>	Preferred Allowance	Usual and Customary Charges
<b>Physiotherapy:</b> <i>(Review of Medical Necessity will be performed after 12 visits per Injury or Sickness.) (Benefits are payable for Acupuncture under this benefit.)</i>	Preferred Allowance	Usual and Customary Charges
<b>Medical Emergency Expenses:</b> <i>(Treatment must be rendered within 72 hours from the time of Injury or first onset of Sickness.) (The Copay/per visit Deductible will be waived if admitted to the Hospital.) (The Copay/per visit Deductible is in lieu of Policy Deductible.)</i>	70% of Preferred Allowance \$150 Copay per visit	70% of Usual and Customary Charges \$150 Deductible per visit
<b>Diagnostic X-ray Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Radiation Therapy:</b>	Preferred Allowance	Usual and Customary Charges
<b>Laboratory Procedures:</b>	Preferred Allowance	Usual and Customary Charges
<b>Tests &amp; Procedures:</b>	Preferred Allowance	Usual and Customary Charges
<b>Injections:</b>	Preferred Allowance	Usual and Customary Charges
<b>Chemotherapy:</b>	Preferred Allowance	Usual and Customary Charges
<b>Prescription Drugs:</b> <i>(Oral vaccines for typhoid are covered.)</i>	Magellan Rx Management \$20 Copay per prescription for generic drugs \$50 Copay per prescription for formulary drugs \$100 Copay per prescription for non-formulary drugs up to a 30 day supply per prescription <i>(Mail order is available through Magellan RX Management for up to a 90 day supply at 3 times the 31 day supply retail Copay.)</i>  If a retail Magellan RX Management pharmacy agrees to the same rates, terms and requirements associated with dispensing a 90 day supply, then up to a consecutive 90 day supply of a Prescription Drug at 3 times the copay that applies to a 31 day supply per prescription.	Usual and Customary Charges



<b>Other</b>	<b>Preferred Provider</b>	<b>Out-of-Network Provider</b>
<b>Ambulance Services:</b>	Preferred Allowance	70% of Usual and Customary Charges
<b>Durable Medical Equipment:</b> <i>(Benefits include prosthetic devices.)</i>	Preferred Allowance	Usual and Customary Charges
<b>Consultant Physician Fees:</b>	Preferred Allowance	Usual and Customary Charges
<b>Dental Treatment:</b> <i>(Benefits paid on Injury to Sound, Natural Teeth only.)</i>	Preferred Allowance	70% of Usual and Customary Charges
<b>Mental Illness Treatment:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Substance Use Disorder Treatment:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Maternity:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Complications of Pregnancy:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Preventive Care Services:</b> <i>(No Deductible, Copays or Coinsurance will be applied when the services are received from a Preferred Provider.)</i>	100% of Preferred Allowance	Usual and Customary Charges
<b>Reconstructive Breast Surgery Following Mastectomy:</b> <i>(See Benefits for Reconstructive Breast Surgery Following Mastectomy)</i>	Paid as any other Sickness	Paid as any other Sickness
<b>Diabetes Services:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>High Cost Procedures:</b>	Preferred Allowance \$200 Copay per procedure	Usual and Customary Charges \$200 Deductible per procedure
<b>Home Health Care:</b>	Preferred Allowance	Usual and Customary Charges
<b>Hospice Care:</b>	Preferred Allowance	Usual and Customary Charges
<b>Inpatient Rehabilitation Facility:</b>	Preferred Allowance	Usual and Customary Charges
<b>Skilled Nursing Facility:</b>	Preferred Allowance	Usual and Customary Charges
<b>Urgent Care Center:</b>	Preferred Allowance	Usual and Customary Charges
<b>Hospital Outpatient Facility or Clinic:</b>	Preferred Allowance	Usual and Customary Charges
<b>Approved Clinical Trials:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Transplantation Services:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Pediatric Dental and Vision Services:</b>	See endorsements attached for Pediatric Dental and Vision Services benefits	
<b>Sleep Disorders:</b> <i>(Testing, treatment and Durable Medical Equipment are covered.)</i>	Paid as any other Sickness	Paid as any other Sickness
<b>Repatriation:</b>	Benefits provided by UnitedHealthcare Global	Benefits provided by UnitedHealthcare Global
<b>Medical Evacuation:</b>	Benefits provided by UnitedHealthcare Global	Benefits provided by UnitedHealthcare Global

**SHC Referral Required:** Yes ( ) No (X)

**Continuation Permitted:** Yes ( ) No (X)

( ) **Extension of Benefits**

**Pre Admission Notification:** Yes ( ) No (X)

**Other Insurance:** (X) \*Coordination of Benefits ( ) Primary Insurance

\*If benefit is designated, see endorsement attached.

**PART IV  
SCHEDULE OF BENEFITS  
MEDICAL EXPENSE BENEFITS  
UNIVERSITY OF IDAHO – INTERNATIONAL STUDENTS  
2016-353-4  
INJURY AND SICKNESS BENEFITS  
METALLIC LEVEL: SILVER**

<b>Maximum Benefit</b>	<b>No Overall Maximum Dollar Limit (Per Insured Person, Per Policy Year)</b>
<b>Deductible Preferred Providers</b>	<b>\$500 (Per Insured Person, Per Policy Year)</b>
<b>Deductible Out-of-Network</b>	<b>\$1,000 (Per Insured Person, Per Policy Year)</b>
<b>Coinsurance Preferred Providers</b>	<b>75% except as noted below</b>
<b>Coinsurance Out-of-Network</b>	<b>50% except as noted below</b>
<b>Out-of-Pocket Maximum Preferred Providers</b>	<b>\$6,350 (Per Insured Person, Per Policy Year)</b>
<b>Out-of-Pocket Maximum Out-of-Network</b>	<b>\$20,000 (Per Insured Person, Per Policy Year)</b>

The Preferred Providers for this plan are First Choice in the states of Idaho, Washington and Montana and PHCS outside of those states.

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If the Covered Medical Expense is incurred for Emergency Services when due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. Covered Medical Expense incurred at a Preferred Provider facility by an Out-of-Network Provider will be paid at the Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

**Out-of-Pocket Maximum:** After the Out-of-Pocket Maximum has been satisfied, Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year subject to any benefit maximums or limits that may apply. Any applicable Copays or Deductibles will be applied to the Out-of-Pocket Maximum. Services that are not Covered Medical Expenses and the amount benefits are reduced failing to comply with policy provisions or requirements do not count toward meeting the Out-of-Pocket Maximum.

**Note:** No benefits will be provided for treatment of non-cystic acne.

**Copays and Per Service Deductibles:** All Copays and per service Deductibles specified in the Schedule of Benefits are in addition to the Policy Deductible, except as specifically noted.

The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated.

<b>Inpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network Provider</b>
<b>Room &amp; Board Expense:</b>	Preferred Allowance \$150 Copay per Hospital Confinement	Usual and Customary Charges \$150 Deductible per Hospital Confinement
<b>Intensive Care:</b>	Preferred Allowance \$150 Copay per Hospital Confinement	Usual and Customary Charges \$150 Deductible per Hospital Confinement
<b>Hospital Miscellaneous Expenses:</b>	Preferred Allowance	Usual and Customary Charges
<b>Routine Newborn Care:</b>	Paid as any other Sickness	Paid as any other Sickness



<b>Inpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network Provider</b>
<b>Surgery:</b>	Preferred Allowance	Usual and Customary Charges
<i>(If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.)</i>		
<b>Assistant Surgeon Fees:</b>	Preferred Allowance	Usual and Customary Charges
<b>Anesthetist Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Registered Nurse's Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physician's Visits:</b>	Preferred Allowance	Usual and Customary Charges
<b>Pre-admission Testing:</b>	Preferred Allowance	Usual and Customary Charges
<i>(Pre-admission testing must occur within 7 days prior to admission.)</i>		
<b>Outpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network Provider</b>
<b>Surgery:</b>	Preferred Allowance	Usual and Customary Charges
<i>(If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.)</i>		
<b>Day Surgery Miscellaneous:</b>	Preferred Allowance	Usual and Customary Charges
	\$150 Copay per date of service	\$150 Deductible per date of service
<i>(Day Surgery Miscellaneous charges are based on the Outpatient Surgical Facility Charge Index.)</i>		
<b>Assistant Surgeon Fees:</b>	Preferred Allowance	Usual and Customary Charges
<b>Anesthetist Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physician's Visits:</b>	Preferred Allowance	Usual and Customary Charges
<i>(Includes coverage for travel immunizations.)</i>		
<b>Physiotherapy:</b>	Preferred Allowance	Usual and Customary Charges
<i>(Review of Medical Necessity will be performed after 12 visits per Injury or Sickness.) (Benefits are payable for Acupuncture under this benefit.)</i>		
<b>Medical Emergency Expenses:</b>	75% of Preferred Allowance	75% of Usual and Customary Charges
	\$150 Copay per visit	\$150 Deductible per visit
<i>(Treatment must be rendered within 72 hours from the time of Injury or first onset of Sickness.) (The Copay/per visit Deductible will be waived if admitted to the Hospital.) (The Copay/per visit Deductible is in lieu of Policy Deductible.)</i>		
<b>Diagnostic X-ray Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Radiation Therapy:</b>	Preferred Allowance	Usual and Customary Charges
<b>Laboratory Procedures:</b>	Preferred Allowance	Usual and Customary Charges
<b>Tests &amp; Procedures:</b>	Preferred Allowance	Usual and Customary Charges
<b>Injections:</b>	Preferred Allowance	Usual and Customary Charges
<b>Chemotherapy:</b>	Preferred Allowance	Usual and Customary Charges
<b>Prescription Drugs:</b>	Magellan Rx Management	Usual and Customary Charges
<i>(Oral vaccines for typhoid are covered.)</i>		
	\$30 Copay per prescription for generic drugs	
	\$60 Copay per prescription for formulary drugs	
	\$100 Copay per prescription for non-formulary drugs	
	up to a 30 day supply per prescription	
	<i>(Mail order is available through Magellan RX Management for up to a 90 day supply at 3 times the 31 day supply retail Copay.)</i>	
	If a retail Magellan RX Management pharmacy agrees to the same rates, terms and requirements associated with dispensing a 90 day supply, then up to a consecutive 90 day supply of a Prescription Drug at 3 times the copay that applies to a 31 day supply per prescription.	



<b>Other</b>	<b>Preferred Provider</b>	<b>Out-of-Network Provider</b>
<b>Ambulance Services:</b>	Preferred Allowance	75% of Usual and Customary Charges
<b>Durable Medical Equipment:</b> <i>(Benefits include prosthetic devices.)</i>	Preferred Allowance	Usual and Customary Charges
<b>Consultant Physician Fees:</b>	Preferred Allowance	Usual and Customary Charges
<b>Dental Treatment:</b> <i>(Benefits paid on Injury to Sound, Natural Teeth only.)</i>	75% of Preferred Allowance	75% of Usual and Customary Charges
<b>Mental Illness Treatment:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Substance Use Disorder Treatment:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Maternity:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Complications of Pregnancy:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Preventive Care Services:</b> <i>(No Deductible, Copays or Coinsurance will be applied when the services are received from a Preferred Provider.)</i>	100% of Preferred Allowance	Usual and Customary Charges
<b>Reconstructive Breast Surgery Following Mastectomy:</b> <i>(See Benefits for Reconstructive Breast Surgery Following Mastectomy)</i>	Paid as any other Sickness	Paid as any other Sickness
<b>Diabetes Services:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>High Cost Procedures:</b>	Preferred Allowance \$200 Copay per procedure	Usual and Customary Charges \$200 Deductible per procedure
<b>Home Health Care:</b>	Preferred Allowance	Usual and Customary Charges
<b>Hospice Care:</b>	Preferred Allowance	Usual and Customary Charges
<b>Inpatient Rehabilitation Facility:</b>	Preferred Allowance	Usual and Customary Charges
<b>Skilled Nursing Facility:</b>	Preferred Allowance	Usual and Customary Charges
<b>Urgent Care Center:</b>	Preferred Allowance	Usual and Customary Charges
<b>Hospital Outpatient Facility or Clinic:</b>	Preferred Allowance	Usual and Customary Charges
<b>Approved Clinical Trials:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Transplantation Services:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Pediatric Dental and Vision Services:</b>	See endorsements attached for Pediatric Dental and Vision Services benefits	See endorsements attached for Pediatric Dental and Vision Services benefits
<b>Sleep Disorders:</b> <i>(Testing, treatment and Durable Medical Equipment are covered.)</i>	Paid as any other Sickness	Paid as any other Sickness
<b>Repatriation:</b>	Benefits provided by UnitedHealthcare Global	Benefits provided by UnitedHealthcare Global
<b>Medical Evacuation:</b>	Benefits provided by UnitedHealthcare Global	Benefits provided by UnitedHealthcare Global

SHC Referral Required: Yes ( ) No (X)

Continuation Permitted: Yes ( ) No (X)

( ) 52 Week Benefit Period or ( ) Extension of Benefits

Pre Admission Notification: Yes ( ) No (X)

Other Insurance: (X) \*Coordination of Benefits ( ) Primary Insurance

\*If benefit is designated, see endorsement attached.

**PART IV**  
**SCHEDULE OF BENEFITS**  
**MEDICAL EXPENSE BENEFITS**  
**UNIVERSITY OF IDAHO - INTERCOLLEGIATE SPORTS PLAN**  
**2016-353-8**  
**INJURY ONLY BENEFITS**

<b>Maximum Benefit</b>	<b>\$90,000 (For Each Injury)</b>
<b>Deductible Preferred Providers</b>	<b>\$750 (Per Insured Person, Per Policy Year)</b>
<b>Deductible Out-of-Network</b>	<b>\$1,500 (Per Insured Person, Per Policy Year)</b>
<b>Coinsurance Preferred Providers</b>	<b>70% except as noted below</b>
<b>Coinsurance Out-of-Network</b>	<b>50% except as noted below</b>

This policy provides benefits for Injury sustained by an Insured Person while: 1) actually engaged, as an official representative of the Policyholder, in the play or practice of an intercollegiate sport under the direct supervision of a regularly employed coach or trainer of the Policyholder; or 2) actually being transported as a member of a group under the direct supervision of a duly delegated representative of the Policyholder for the purpose of participating in the play or practice of a scheduled intercollegiate sport.

The Preferred Providers for this plan are First Choice in the states of Idaho, Washington, and Montana and PHCS outside of those states.

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If the Covered Medical Expense is incurred due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. Covered Medical Expenses incurred at a Preferred Provider facility by an Out-of-Network Provider will be paid at the Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

Following satisfaction of the Policy Deductible benefits will be paid for Covered Medical Expenses at 70% of Preferred Allowance for services rendered by PHCS providers. Following satisfaction of the Deductible, benefits for Covered Medical Expenses will be paid at 50% of Usual & Customary Charges for services rendered by an Out-of-Network provider. After Covered Medical Expenses reach \$20,000 including the Deductible, additional benefits will be paid for Covered Medical Expenses at 100% for the remainder of the Policy Year or up to the \$90,000 Maximum Benefit, whichever occurs first.

Per service copays/Deductibles are in addition to the Policy Deductible, unless specified otherwise.

The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits will be paid up to the Maximum Benefit for each service as scheduled below. All benefit maximums are combined Preferred Providers and Out-of-Network, unless otherwise noted below.

<b>Inpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network Provider</b>
<b>Room &amp; Board:</b>	Preferred Allowance \$150 copay per Hospital Confinement	Usual and Customary Charges \$150 Deductible per Hospital Confinement
<b>Intensive Care:</b>	Preferred Allowance \$150 copay per Hospital Confinement	Usual and Customary Charges \$150 Deductible per Hospital Confinement
<b>Hospital Miscellaneous:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physiotherapy:</b>	Preferred Allowance	Usual and Customary Charges
<i>(Benefits are payable for Acupuncture under this benefit.)</i>		
<b>Surgery:</b>	Preferred Allowance \$150 copay per visit	Usual and Customary Charges \$150 Deductible per visit
<i>(Specified Surgery based on data provided by FAIR Health, Inc.)</i>		
<b>Assistant Surgeon:</b>	Preferred Allowance	Usual and Customary Charges
<b>Anesthetist:</b>	Preferred Allowance	Usual and Customary Charges
<b>Registered Nurse's Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physician's Visits:</b>	Preferred Allowance	Usual and Customary Charges
<b>Pre-admission Testing:</b>	Preferred Allowance	Usual and Customary Charges

**SCHEDULE OF BENEFITS (Continued)  
MEDICAL EXPENSE BENEFITS  
UNIVERSITY OF IDAHO - INTERCOLLEGIATE SPORTS PLAN  
2016-353-8  
INJURY ONLY BENEFITS**

<b>Outpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network Provider</b>
<b>Surgery:</b>	Preferred Allowance \$150 copay per visit	Usual and Customary Charges \$150 Deductible per visit
<i>(Specified Surgery based on data provided by FAIR Health, Inc. Surgery performed in a Physician's office will be paid under the Physician's Visits Benefit.)</i>		
<b>Day Surgery Miscellaneous:</b>	Preferred Allowance	Usual and Customary Charges
<i>(Day Surgery Miscellaneous charges are based on the Outpatient Surgical Facility Charge Index.)</i>		
<b>Assistant Surgeon:</b>	Preferred Allowance	Usual and Customary Charges
<b>Anesthetist:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physician's Visits:</b>	Preferred Allowance	Usual and Customary Charges
<i>(Includes Physician's office visit charge and all in-office ancillary services. The Medical Expense Benefits limitation that benefits do not apply when related to surgery will be waived for in-office surgical procedures.)</i>		
<b>Physiotherapy:</b>	Preferred Allowance	Usual and Customary Charges
<i>(Benefits are payable for Acupuncture under this benefit.) (Review of Medical Necessity will be performed after 12 visits per Injury.)</i>		
<b>Medical Emergency:</b>	Preferred Allowance \$150 copay per visit	70% of Usual and Customary Charges \$150 Deductible per visit
<i>(\$150 copay/Deductible is in lieu of Policy Deductible, waived if admitted.)</i>		
<b>X-rays:</b>	Preferred Allowance	Usual and Customary Charges
<b>Laboratory:</b>	Preferred Allowance	Usual and Customary Charges
<b>Tests &amp; Procedures:</b>	Preferred Allowance	Usual and Customary Charges
<b>Injections:</b>	Preferred Allowance	Usual and Customary Charges
<b>Prescription Drugs:</b>	Magellan Rx \$20 Copay per prescription for generic drugs \$50 Copay per prescription for formulary drugs \$100 Copay per prescription for non-formulary drugs up to a 30 day supply per prescription <i>(Mail order is available through Magellan RX Management at 3 times the Copay for a 90 day supply.)</i>	Usual and Customary Charges



**SCHEDULE OF BENEFITS (Continued)  
MEDICAL EXPENSE BENEFITS  
UNIVERSITY OF IDAHO - INTERCOLLEGIATE SPORTS PLAN  
2016-353-8  
INJURY ONLY BENEFITS**

<b>Other</b>	<b>Preferred Provider</b>	<b>Out-of-Network Provider</b>
<b>Ambulance:</b>	No Benefits	70% of Usual and Customary Charges
<b>Durable Medical Equipment:</b> <i>(Benefits include prosthetic devices.)</i>	50% of Usual and Customary Charges	50% of Usual and Customary Charges
<b>Consultant:</b>	Preferred Allowance	Usual and Customary Charges
<b>Dental:</b> <i>(Injury to Sound, Natural Teeth only.)</i>	No Benefits	70% of Usual and Customary Charges \$250 maximum per tooth
<b>Home Health Care:</b>	Preferred Allowance	Usual and Customary Charges

**MAJOR MEDICAL**  
Maximum Benefit                      No Benefits

**CATASTROPHIC MEDICAL**  
Maximum Benefit                      No Benefits

SHC Referral Required: Yes ( ) No (X)

Conversion Permitted: Yes ( ) No (X)

(X) 52 Week Benefit Period or ( ) Extension of Benefits

Pre Admission Notification: Yes ( ) No (X)

Other Insurance: (X) \*Coordination of Benefits ( ) Primary Insurance

\*If benefit is designated, see endorsement attached.

**PART IV**  
**SCHEDULE OF BENEFITS**  
**MEDICAL EXPENSE BENEFITS**  
**UNIVERSITY OF IDAHO - INTERCOLLEGIATE SPORTS PLAN**  
**2016-353-84**  
**INJURY ONLY BENEFITS**

<b>Maximum Benefit</b>	<b>\$90,000 (For Each Injury)</b>
<b>Deductible Preferred Providers</b>	<b>\$500 (Per Insured Person, Per Policy Year)</b>
<b>Deductible Out-of-Network</b>	<b>\$1,000 (Per Insured Person, Per Policy Year)</b>
<b>Coinsurance Preferred Providers</b>	<b>70% except as noted below</b>
<b>Coinsurance Out-of-Network</b>	<b>50% except as noted below</b>

This policy provides benefits for Injury sustained by an Insured Person while: 1) actually engaged, as an official representative of the Policyholder, in the play or practice of an intercollegiate sport under the direct supervision of a regularly employed coach or trainer of the Policyholder; or 2) actually being transported as a member of a group under the direct supervision of a duly delegated representative of the Policyholder for the purpose of participating in the play or practice of a scheduled intercollegiate sport.

The Preferred Providers for this plan are First Choice in the states of Idaho, Washington, and Montana and PHCS outside of those states.

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If the Covered Medical Expense is incurred due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. Covered Medical Expenses incurred at a Preferred Provider facility by an Out-of-Network Provider will be paid at the Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

Following satisfaction of the Policy Deductible benefits will be paid for Covered Medical Expenses at 70% of Preferred Allowance for services rendered by PHCS providers. Following satisfaction of the Deductible, benefits for Covered Medical Expenses will be paid at 50% of Usual & Customary Charges for services rendered by an Out-of-Network provider. After Covered Medical Expenses reach \$20,000 including the Deductible, additional benefits will be paid for Covered Medical Expenses at 100% for the remainder of the Policy Year or up to the \$90,000 Maximum Benefit, whichever occurs first.

Per service copays/Deductibles are in addition to the Policy Deductible, unless specified otherwise.

The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits will be paid up to the Maximum Benefit for each service as scheduled below. All benefit maximums are combined Preferred Providers and Out-of-Network, unless otherwise noted below.

<b>Inpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network Provider</b>
<b>Room &amp; Board:</b>	Preferred Allowance \$150 copay per Hospital Confinement	Usual and Customary Charges \$150 Deductible per Hospital Confinement
<b>Intensive Care:</b>	Preferred Allowance \$150 copay per Hospital Confinement	Usual and Customary Charges \$150 Deductible per Hospital Confinement
<b>Hospital Miscellaneous:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physiotherapy:</b> <i>(Benefits are payable for Acupuncture under this benefit.)</i>	Preferred Allowance	Usual and Customary Charges
<b>Surgery:</b> <i>(Specified Surgery based on data provided by FAIR Health, Inc.)</i>	Preferred Allowance \$150 copay per visit	Usual and Customary Charges \$150 Deductible per visit
<b>Assistant Surgeon:</b>	Preferred Allowance	Usual and Customary Charges
<b>Anesthetist:</b>	Preferred Allowance	Usual and Customary Charges
<b>Registered Nurse's Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physician's Visits:</b>	Preferred Allowance	Usual and Customary Charges
<b>Pre-admission Testing:</b>	Preferred Allowance	Usual and Customary Charges

SCHEDULE OF BENEFITS *(Continued)*  
 MEDICAL EXPENSE BENEFITS  
 UNIVERSITY OF IDAHO - INTERCOLLEGIATE SPORTS PLAN  
 2016-353-84  
 INJURY ONLY BENEFITS

Outpatient	Preferred Provider	Out-of-Network Provider
<b>Surgery:</b>	Preferred Allowance \$150 copay per visit	Usual and Customary Charges \$150 Deductible per visit
<i>(Specified Surgery based on data provided by FAIR Health, Inc. Surgery performed in a Physician's office will be paid under the Physician's Visits Benefit.)</i>		
<b>Day Surgery Miscellaneous:</b>	Preferred Allowance	Usual and Customary Charges
<i>(Day Surgery Miscellaneous charges are based on the Outpatient Surgical Facility Charge Index.)</i>		
<b>Assistant Surgeon:</b>	Preferred Allowance	Usual and Customary Charges
<b>Anesthetist:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physician's Visits:</b>	Preferred Allowance	Usual and Customary Charges
<i>(Includes Physician's office visit charge and all in-office ancillary services. The Medical Expense Benefits limitation that benefits do not apply when related to surgery will be waived for in-office surgical procedures.)</i>		
<b>Physiotherapy:</b>	Preferred Allowance	Usual and Customary Charges
<i>(Benefits are payable for Acupuncture under this benefit.) (Review of Medical Necessity will be performed after 12 visits per Injury.)</i>		
<b>Medical Emergency:</b>	Preferred Allowance \$150 copay per visit	70% of Usual and Customary Charges \$150 Deductible per visit
<i>(\$150 copay/Deductible is in lieu of Policy Deductible, waived if admitted.)</i>		
<b>X-rays:</b>	Preferred Allowance	Usual and Customary Charges
<b>Laboratory:</b>	Preferred Allowance	Usual and Customary Charges
<b>Tests &amp; Procedures:</b>	Preferred Allowance	Usual and Customary Charges
<b>Injections:</b>	Preferred Allowance	Usual and Customary Charges
<b>Prescription Drugs:</b>	Magellan Rx \$30 Copay per prescription for generic drugs \$60 Copay per prescription for formulary drugs \$100 Copay per prescription for non-formulary drugs up to a 30 day supply per prescription (Mail order is available through Magellan RX Management at 3 times the Copay for a 90 day supply.)	Usual and Customary Charges

**SCHEDULE OF BENEFITS (Continued)  
MEDICAL EXPENSE BENEFITS  
UNIVERSITY OF IDAHO - INTERCOLLEGIATE SPORTS PLAN  
2016-353-84  
INJURY ONLY BENEFITS**

<b>Other</b>	<b>Preferred Provider</b>	<b>Out-of-Network Provider</b>
<b>Ambulance:</b>	No Benefits	70% of Usual and Customary Charges
<b>Durable Medical Equipment:</b> <i>(Benefits include prosthetic devices.)</i>	50% of Usual and Customary Charges	50% of Usual and Customary Charges
<b>Consultant:</b>	Preferred Allowance	Usual and Customary Charges
<b>Dental:</b> <i>(Injury to Sound, Natural Teeth only.)</i>	No Benefits	70% of Usual and Customary Charges \$250 maximum per tooth
<b>Home Health Care:</b>	Preferred Allowance	Usual and Customary Charges

**MAJOR MEDICAL**

**Maximum Benefit                      No Benefits**

**CATASTROPHIC MEDICAL**

**Maximum Benefit                      No Benefits**

**SHC Referral Required:** Yes ( ) No (X)

**Conversion Permitted:** Yes ( ) No (X)

(X) 52 Week Benefit Period or ( ) Extension of Benefits

**Pre Admission Notification:** Yes ( ) No (X)

**Other Insurance:** (X) \*Coordination of Benefits ( ) Primary Insurance

\*If benefit is designated, see endorsement attached.

# ***Response to RFP Inquiries***



6.2. INQUIRIES AND REQUESTS FOR FULLY-INSURED QUOTES

- A. Confirm the Proposer has complied with Section 2-2(H), and that any exceptions from the Proposer are shown in a separate section of the offer to the University of Idaho in a section entitled EXCEPTIONS. Confirm also that the Proposer understands University of Idaho is not bound by any exceptions not shown by the Proposer as specified in Section 2-2(H). Also confirm the Proposer accepts all terms and conditions for this RFP and the Agreement that will result from this RFP process.

**RESPONSE:** Acknowledged and agreed.

- B. Confirm receipt of all original RFP pages and any Addenda issued under this RFP and confirm receipt of all RFP pages (including Attachments A through T).

**RESPONSE:** Acknowledged and agreed.

- C. Confirm the Proposer has the capability to provide all of the services or products specified in this RFP, and the Proposer has the capability to fulfill all of the deliverables specified in Section 5-8 of the RFP. Any service or product the Proposer is not capable of providing must be listed as an RFP exception in the format and location of the proposal in response to this RFP that is specified in Section 2-2(H).

**RESPONSE:** Acknowledged and agreed.

- D. Provide the Proposer's financial ratings from any organizations that have given the Proposer ratings for the past five years and published financial assessment for the Proposer. Annual financial reports must be provided for the last three years if the Proposer is not subject to independent financial review.

**RESPONSE:** We've provided ratings from Standard & Poor's, and A.M. Best Company rating services for UnitedHealthcare Insurance Company for the past five years in the chart below.

UnitedHealthcare Insurance Company	S & P's	A.M. Best
2010	A+	A
2011	A+	A
2012	A+	A
2013	A+	A
2014	A+	A

Please refer to *Financial Stability* for a CD containing our Annual Financial Reports.

- E. Provide a brief history and description of the Proposer's organization and any history of operation in the student health insurance marketplace.

**RESPONSE:**

**UHCSR**

UnitedHealthcare StudentResources has over 40 years of experience focusing on the student insurance market. Our organization and our 392 employees are dedicated to the offering of health insurance programs that provide year-round coverage to over 450,000 students at 450 colleges and universities.

StudentResources was a part of The MEGA Life and Health Insurance Company from 1987 to 2006. The division was originally located in Dallas, Texas. In 1991, sales and marketing operations were established in St. Petersburg, Florida. In 2003, actuarial and underwriting, policy fulfillment, financial accounting and executive functions were also moved to St. Petersburg. The division maintains its premium accounting and eligibility, compliance, customer service and claims paying functions just outside Dallas, Texas.

On December 1, 2006, UnitedHealth Group completed the purchase of StudentResources. This transaction expands and enhances opportunities for UnitedHealthcare StudentResources' clients by allowing them to access UnitedHealth Group's technology applications, business services and national network of more than 840,820 physicians and other health care professionals as well as 5,637 hospitals.

Our locations include:

*Sales and Marketing*

805 Executive Center Dr., Ste. 220  
Saint Petersburg, Florida 33702  
Phone: 800-237-0903

*Administration*

2301 West Plano Pkwy, Ste. 300  
Plano, Texas 75075  
Phone: 469-229-6700

**AmeriBen**

AmeriBen has been in business since 1958 and began offering claims administration services in 1964. AmeriBen has been administering student business plans for 14 years. AmeriBen employs 575 employees located in offices throughout the West in Boise, Salt Lake City, Portland, and Phoenix. AmeriBen administers plans for 90 different universities and employers, with over 350,000 members throughout the country. Our specialty is in serving larger universities and large employers. Our average group size is three to four times that of most TPAs. Our niche market is sophisticated universities and employers looking for consistent, excellent service, strong and competitive PPO networks and the need for strategic flexibility.

- F. Identify any entities (e.g., insurance agents) that will receive compensation from the Proposer if the Proposer is a recipient of an Award under this RFP. The amount of the compensation must also be identified.

**RESPONSE:** None.

- G. Provide references for three (3) current clients and with the Proposer's organization in the past 24 months (provide: name, title, organization, address, and telephone number for a contact person). Do not respond by providing references for an agent/broker or third party claims administrator.

**RESPONSE:**

University of Denver  
Chris Wera, PhD., CPA  
Director, Finance and Administration  
Daniel L. Ritchie Center  
2201 E. Asbury St.  
Denver, CO 80208  
303-871-7785  
[cj.wera@hcc.du.edu](mailto:cj.wera@hcc.du.edu)

Metropolitan State University of Denver  
Mr. Steve Monaco  
Director of Health Center at Auraria  
Campus Box 20, PO box 173362  
Denver, CO 80217-3362  
305-556-2525  
[monacos@msudenver.edu](mailto:monacos@msudenver.edu)

Florida State University  
Scott Otte  
Associate Director/CFO  
600 W College Ave.  
Tallahassee, FL 32306  
850-645-6992  
[SOtte@admin.fsu.edu](mailto:SOtte@admin.fsu.edu)



Please answer all Questions below:

### **RENEWAL PROCESS**

1. Show the formula the underwriter used to target incurred claims for the first year, and second, or third year (if applicable) including, but not limited to, plan values, PPO discount savings, utilization trends, industry inflation trends, blending ratios, etc.

**RESPONSE:** Please refer to *Attachments* for our *Sample Underwriting Worksheet* that illustrates the formula we use for new and renewal rating.

2. Will your company provide a 24-month rate guarantee or a second year maximum rate increase? Will your company provide a 36-month rate guarantee or a second and third year maximum rate increase?

**RESPONSE:** We respectfully Decline to Quote (DTQ) premium rates for the second and third academic year beginning in 2018. Although we understand the need of University of Idaho to provide the most competitive rates to the students over the length of the contract, there are still uncertainties with respect to the impact of unlimited benefits, and further the utilization of these benefits, on Student Health Insurance Plans. Because our plans are experience rated, providing a multi-year rate guarantee does not fit within our underwriting best practices. UnitedHealthcare is best positioned to be a flexible provider for the long term for your students, and providing a plan that is underwritten to support this while adhering to the ACA regulations is very important to us.

3. The campus requires that your renewal be presented no later than March 1st of every year. Describe the process in how the first rate/fee renewal will be presented. Explain the methodology and data to be used for the renewal process.

**RESPONSE:** Acknowledged and agreed. Please refer to *Attachments* for our *Sample Underwriting Worksheet* that illustrates the formula we use for new and renewal rating as well as the data required for the renewals we provide. We will use this worksheet as a basis for the renewal each year. As we have additional data for each subsequent academic year, we apply an additional weighting to that experience.

Our renewal process utilizes prior data and current year to date and applies assumptions with respect to the target loss ratio, utilization trends, large claims and benefit changes, as well as the weighting of the loss ratios each year. We underwrite an account of this size using their specific account trends and experience.

4. Confirm that your rates/fees quoted are guaranteed for each policy period listed. Thereafter, will your rates/fees be guaranteed for each succeeding full twelve-month period?

**RESPONSE:** We confirm that the rates quoted are guaranteed for each policy period listed. All future year rates will also be guaranteed for each succeeding twelve-month period.

5. Do you agree that changes in the premium rates for the coverage in force may be instituted only as of a renewal rate anniversary even if a state mandate must be implemented mid-year?

**RESPONSE:** Acknowledged and agreed.



6. What experience period(s) will be used for the first renewal? What credibility will be given to each period of experience used? What is the weighting used on each year of experience?

**RESPONSE:** The prior three years' claim cost per member experience is used and trended forward to the plan year being quoted. A weighted average of these trended values is calculated and then loaded for all insurance company expenses, included profit and tax to arrive at the needed premium per member. This value is divided by the current school year premium per member to determine any price adjustment needed. High dollar claims paid in excess of \$50,000.00 are removed for trending purposes and then added on the back end. Factors impacting the rating include medical trend, actual enrollment, premium volume, claims expense and any benefit changes. Credibility is primarily on the most recent policy year, with credibility increasing to the current year after paid claims through January are processed.

7. What were the retention factors used for your clients for the last five years?

**RESPONSE:**

2012 = 15.5%  
2013 = 20.54 (including 5.5% TPA)  
2014 = 15.04  
2015 = 16%  
2016 = 17.3 (including 5% TPA)

8. What are the pooling factors used by your company?

**RESPONSE:** We do not buy reinsurance on student business and therefore don't apply a pooling charge.

9. What is the current medical inflation trend used by your company to predict future claims for college student insurance plan clients?

**RESPONSE:** We use trend factors from UHC key accounts by state or, the actual trending of the college account. Medical Trend of 10.1% was used in development of the renewal rate for University of Idaho.

10. Can your company provide benefits for non-medical necessity items if the University requests a quote for a new benefit?

**RESPONSE:** Yes. Our plans are flexible and we are able to provide quotes for new benefits. However, new benefits may affect the Actuarial Value/Metallic Value of the plan requiring further adjustment to the benefits to make the plan ACA compliant.

**ACCOUNTING**

11. When are premiums due and what is the grace period for payment of premium under your policy? If premium is paid subsequently, is a penalty and/or interest charge assessed? If yes, please explain in detail. Are there any options available with respect to the grace period? If so, please explain the option(s) and any charge that is made for them.

**RESPONSE:** We prefer to have payment of the partial premium as soon as the lists are submitted. However, schools are invoiced on a monthly basis showing all adjustments made during that month. Premium should be remitted within 30 days of receipt of the invoice or 60 days from the effective date of coverage, whichever is earlier, unless other arrangements are made in advance.



12. What type of audits of premium reconciliations are done? Please explain.

**RESPONSE:** Our systems require a daily reconcile of the money collected to the enrollments posted. In addition, direct enrollments are imaged and placed in workflow that are monitored closely by our management team. Lists received and posted to a log are monitored daily by this management team to ensure all lists are being loaded. The Accounts Receivable department is part of our Accounting department and is not involved in the posting of eligibility. This Account Receivable group performs monthly audits on all accounts. In addition, we send monthly invoices to our clients showing all adjustments so they can conduct their own audits. Finally, annual audits are performed on a cross section of our accounts by a variety of independent firms.

13. What is the procedure for premium billing?

**RESPONSE:**

**UHCSR**

When a list is received, our eligibility department posts the list to our internal system. Immediately after the list is posted, our Accounts Receivable department will send an invoice to our client, assuming no check was sent with the list. On a monthly basis, statements are sent to the customer if the complete payment was not received.

**AmeriBen**

Previously, University of Idaho has paid AmeriBen directly for premiums and administrative fees. We are in the process of implementing a system to invoice University of Idaho each semester.

14. Do you agree to provide a complete financial accounting report for the group in regard to premium reconciliation? Please attach a sample of an actual report. How many weeks after the semester starts will your financial accounting report be available?

**RESPONSE:**

**UHCSR**

Yes. We send monthly invoices to our customers showing all adjustments so they can conduct their own audits. These reports are typically sent 1–2 weeks after the eligibility list is received.

Please reference ***Attachments*** for a sample ***Premium Reconciliation Report***.

**AmeriBen**

AmeriBen will provide a monthly reconciliation report. The report will be provided within 10 business days following the month the premium is received.

15. Who holds the legal liability for claims incurred but not yet paid as of the date of plan termination?

**RESPONSE:** As long as all claims are filed within the time requirements, our company would remain liable.

16. Do you agree that upon termination of an insurance contract with your company, your company would remain liable for all pending and unreported claims incurred prior to the termination date?

**RESPONSE:** Yes. As long as all claims are filed within the time requirements, our company would remain liable.

17. Do you agree that upon termination of an insurance contract with your company, your company would remain liable for the following?

- Eligible hospital expenses for an existing period of confinement (the Extension of Benefits benefit); and
- Newborn charges for 60 days after birth as per State of Idaho mandate

**RESPONSE:** Agreed.

18. Indicate any reinsurance policies presently purchased, OR special cash reserves set aside, to continue paying claims on existing policies in the event your organization ceases to operate due to bankruptcy, liquidation or other factors. *Check only one.*
- a. None
  - b. Reinsurance is in effect or separate reserves are held to cover contractual services for the following number of days: \_\_\_\_\_ (*Response valid only if # of days provided.*)
  - c. Reserves as a percent of premium are \_\_\_\_\_% (*Response valid only if % provided*)
  - d. Other:

19. Do you have any specific or aggregate reinsurance policies in place for large claims? Please explain these arrangements, including the names of the reinsurance carriers.

**RESPONSE:** No.

20. If your company takes all the risk themselves, how does your company underwrite large claims at renewal in regard to the experience of the school versus your entire pool of business?

**RESPONSE:** High dollar claims paid in excess of \$100,000.00 are removed for trending purposes and then added on the back end.

The goal is not to have a large claim in a given year skew the renewal calculations; not penalize for any extraordinary large claims volume in a period, and to analyze data on a more stable basis.

21. Do any insurance or reinsurance arrangements involve alien (company is incorporated in a country other than the United States) insurance companies? Please explain these arrangements.

**RESPONSE:** Not applicable.

22. Do you meet all NAIC, minimum state insurance and managed care organization net worth and reserve requirements? If no, explain.

**RESPONSE:** Yes.

23. On an average, what are the COB recoveries for your college accounts as a percentage of allowable claims expense?

**RESPONSE:** On average, our COB recoveries are approximately 1.5% of the allowable claims expense (over the past three years).

24. List all underwriting requirements that apply to rates quoted in separate financial proposal (e.g., non-confinement rules, minimum participation requirements, eligibility requirements for Late Enrollees, etc.);

**RESPONSE:** None.



**EXPERIENCE IN STUDENT INSURANCE**

25. Please provide a brief overview of your company including information such as, but not limited to, years of experience in the student insurance business (college and university – Graduate only plans do not apply unless they are covered by a Student Health Insurance Plan filing), number of employees and locations, number of accounts and covered lives as well as any other information which may be relevant to this RFP.

**RESPONSE:****UHCSR**

As we stated above, UnitedHealthcare StudentResources has over 40 years of experience focusing on the student insurance market. Our organization and our 392 employees are dedicated to the offering of health insurance programs that provide year-round coverage to over 450,000 students at 450 colleges and universities.

StudentResources was a part of The MEGA Life and Health Insurance Company from 1987 to 2006. The division was originally located in Dallas, Texas. In 1991, sales and marketing operations were established in St. Petersburg, Florida. In 2003, actuarial and underwriting, policy fulfillment, financial accounting and executive functions were also moved to St. Petersburg. The division maintains its premium accounting and eligibility, compliance, customer service and claims paying functions just outside Dallas, Texas.

On December 1, 2006, UnitedHealth Group completed the purchase of StudentResources. This transaction expands and enhances opportunities for UnitedHealthcare StudentResources' clients by allowing them to access UnitedHealth Group's technology applications, business services and national network of more than 840,820 physicians and other health care professionals as well as 5,637 hospitals.

*Our locations include:*

*Sales and Marketing*

805 Executive Center Dr., Ste. 220  
Saint Petersburg, Florida 33702  
Phone: 800-237-0903

*Administration*

2301 West Plano Pkwy, Ste. 300  
Plano, Texas 75075  
Phone: 469-229-6700

**AmeriBen**

AmeriBen has been in business since 1958 and began offering claims administration services in 1964. AmeriBen has been administering student business plans for 14 years. AmeriBen employs 575 employees located in offices throughout the West in Boise, Salt Lake City, Portland, and Phoenix. AmeriBen administers plans for 90 different universities and employers, with over 350,000 members throughout the country. Our specialty is in serving larger universities and large employers. Our average group size is three to four times that of most TPAs. Our niche market is sophisticated universities and employers looking for consistent, excellent service, strong and competitive PPO networks and the need for strategic flexibility.

26. Do you have, or have you had prior Student Health Insurance clients in Idaho, or other areas of the Northwest such as Washington or Oregon.

**RESPONSE:** Yes.

27. What is your company type, such as 1) a fully-insured insurance company, 2) a managing general underwriter (MGU), 3) an insurance wholesaler, or 4) a broker, etc.? Explain how you are presenting a complete package of services as requested in this proposal.

**RESPONSE:** We are fully insured in that we accept 100% of the risk ourselves. We have the capability to customize plans according to our clients' specific needs. We have invested in the technology and supporting processes that make this degree of customization possible. Our administration systems support a wide range of customized plan designs every plan year. In addition to our flexible benefit structures, we can provide and administer multiple benefit plans.



Our exhaustive training program and our performance monitoring standards ensure that our claims administration and customer service achieve a high degree of accuracy and customer satisfaction. Our systems and processes have been designed to support a variety of external relationships with PPO networks, pharmacy benefit managers, travel medical providers and electronic claims submission vendors with accurate and timely transmission of plan and eligibility data.

To ensure that our clients' plans are administered properly, our START (Student's Transfer of Administrative Responsibilities and Tasks) program ensures that all stakeholders (both internal and external) understand exactly how the plans are structured, how eligibility is to be loaded and how benefits are to be paid.

28. Is your company owned or operated by a parent company? Where are the corporate headquarters located? Please include complete address.

**RESPONSE:** UnitedHealthcare StudentResources is a member of UnitedHealth Group. UnitedHealth Group is a publicly traded corporation on the NYSE. UnitedHealth Group's corporate headquarters is located at:

UnitedHealth Group Center  
9900 Bren Road East  
Minnetonka, Minnesota 55343

29. Who will be the individual(s) responsible for the University of Idaho account with respect to underwriting? Legal compliance and Contract Development? Claims Administration? How many years' experience does each individual have with your company?

**RESPONSE:**

**UHCSR**

The University of Idaho will be assigned a dedicated Account Executive Team consisting of two Senior Account Executives and a Client Service Analyst. The Account Executive Team will coordinate all service agreements with the Account Management Team.

Account Executive Team	Plan Administration/ Contract Development	Dale Burns, Senior Vice President of Sales	25 yrs
		Matthew Pope, Senior Vice President of Sales	12 yrs
		Dori Safro, Client Service Analyst	2 yrs
Account Management Team	Underwriting	Jim Lester, Vice President, Underwriting	24 yrs
	Legal Compliance	Don Wotipka, Vice President, Reg. Compliance & Legislative Affairs	12 yrs
	Claims/Customer Service	Susan Jerome, Vice President of Claims/Customer Service	14 yrs
		Steve Monson, Customer Service Director	12 yrs

**AmeriBen**

The individual responsible for claims administration is Sue Rexroad. Sue is the Claims Supervisor and has been with AmeriBen since 2005.



30. How is your company set up to manage the account in relationship to a Salesperson, Account Representative, and any Assistants? What exactly are these people's functions on an annual and day-to-day basis with the client?

**RESPONSE:**

**UHCSR**

Our Account Executives (AE) and Client Service Analysts (CSA) are your primary point of contact for all plan activities and issues, both pre- and post-sale. During plan design, they act as the liaison between you and our Underwriting Department, guiding and finalizing your benefit design and plan cost. Once the plan has been finalized, they guide the development of your plan materials such as the plan brochure, enrollment form and other ancillary pieces.

The AEs also facilitate the administrative implementation of the plan during our START meetings, held on-site at our administration facility or via a conference call. While the AE is the primary contact, at the conclusion of the START meeting, all clients receive a full list of direct contacts for all administrative functions performed. This includes Claims, Customer Service and Premium Accounting. We encourage you to call these direct contacts for any assistance needed.

The AE and CSA are also available to participate in orientation and registration meetings, and continue to act as liaisons throughout the plan year. They assist with the day-to-day servicing of your account and provide regular reporting and any possible claim issue resolution.

In addition to being able to contact your AE when you need, our Customer Service staff provides more than 60 dedicated Customer Service Representatives who are available to students and schools from 5:00am to 5:00pm Pacific Time, Monday through Friday. Additionally, claims are processed by dedicated Examiners who are assigned to specific schools. This allows them to develop a familiarity with specific plans and ensure the accuracy and continuity of claims processing within those plans. Only dedicated claims examiners assigned to the University of Idaho would be allowed to adjudicate your claims, in order to sustain a low processing error rate.

**AmeriBen**

The University of Idaho is currently assigned Rebecca Tristan as the Account Representative and Trisha Barba as the Client Service Coordinator (CSC). Jon Aubrey is the sales-person. The Account Representative handles high level reporting and global processes with the carrier and broker. The CSC is the day to day contact for the client for all their questions or concerns.

31. What is your company's rating for A.M. Best and Standard & Poor's? How many years has your company held in the financial rating indicated above? If less than five years, please explain.

**RESPONSE:** As stated in 6.2 (D) above, we've provided ratings from Standard & Poor's, and A.M. Best Company rating services for UnitedHealthcare Insurance Company for the past five years in the chart below.

UnitedHealthcare Insurance Company	S & P	A.M. Best
2010	A+	A
2011	A+	A
2012	A+	A
2013	A+	A
2014	A+	A

32. Is there any current or pending legal actions against your company? If yes, please explain.

**RESPONSE:** No.

33. Is your company for sale, or pending sale? If yes, please give details.

**RESPONSE:** No.



34. Please provide the following information for the fully-insured carrier:

**UHCSR**

<u>Number of Students Covered by Student Health Insurance</u>	<u>Number of Clients</u>
100 - 500	283
501 – 1,000	117
1,001 – 5,000	176
5,000 or more	25

**AmeriBen**

<u>Number of Students Covered by Student Health Insurance</u>	<u>Number of Clients</u>
100 - 500	1
501 – 1,000	2
1,001 – 5,000	5
5,000 or more	2

35. What is your company’s philosophies and strategic direction with respect to student insurance business?

**RESPONSE:**

**UHCSR**

We understand the need to support students with a full array of tools and communications while maintaining affordability. As a leader in student insurance, UHCSR strives to be the catalyst for change within the student insurance industry while preserving flexibility for our clients. We’re committed to successfully balancing the importance of our commitment to administrative efficiency and quality service with affordability of our student plans.

**AmeriBen**

AmeriBen has been administering student insurance business for 13 years. We are com-mitted to growing this business and to investing in technologies and processes to ensure successful administration for years to come. We have solid client, broker, and carrier relationships that have withstood the test of time and we will continue to foster these important relationships. We will continue to have a goal of bringing on 1 to 2 new university/college clients each year. We believe it is important to note that our first student insurance university (Metro State University) is still a client today!

36. Indicate any innovations or unique aspects of your particular insurance policies and/or corporation in general, which would provide further insight about your product or organization.

**RESPONSE:**

**UHCSR**

We are unique in the claims administration industry in that our focus is the student market. Unlike many other claims administrators, we are very experienced in the differences between a self-insuring employer program and a student health insurance/benefit program.

Our long history of specializing on the student market gives us insight into the unique concerns of colleges and universities. We can customize plans to address our clients' specific needs and have invested in the technology and supporting processes that make this customization possible. Not only can we create flexible plan designs, we’re set up to administer multiple benefit structures.

We are one of the largest providers of student health insurance plans administering over 750 policy options. We currently provide health insurance to over 450,000 students and their dependents through a variety of customized programs. Our clients include both large and small, private and public, schools and state consortiums. Our programs cover domestic students as well as international students and our world-wide coverage extends to insured students studying abroad.

We believe in providing clients with a high degree of accuracy and customer service, so we maintain an excellent training program and performance monitoring standards. Our business has been designed to support a variety of external relationships with PPO networks, pharmacy benefit managers, travel medical providers, and electronic claims submission vendors with accurate and timely transmission of plan and eligibility data.

Throughout this RFP, we illustrate how we develop and administer student health insurance programs nationwide. Our experience and expertise is unparalleled and our 90+% renewal rate of our existing clients is evidence of our dedication and commitment to our insured customers and clients. We believe we're uniquely qualified to meet the requirements of this RFP and welcome the opportunity to establish a long and mutually beneficial partnership with the University of Idaho, its students, and administrators.

#### AmeriBen

At AmeriBen, we are constantly evaluating our service offerings to ensure that we are offering the best value to our clients. Our value proposition entails better outcomes, lower costs and satisfied members. We consistently spend more in IS and IT infrastructure and development than your typical TPA as we are committed to providing accuracy, customer service, and timely turnaround. We also have a reputation as a forward-thinking administrator that provides educational opportunities to our clients through conferences, webinars, and forums. Our core values are integrity, initiative, good judgment and teamwork and are daily exemplified by our staff.

As an independent third party administrator for schools, we are able to take best-in-class vendors and bring them together to ensure appropriate separation of duties. There is financial value and proven higher levels of customer service to the students when the TPA, carrier and PPO networks are not owned by one entity. There is an inherent conflict of interest when a carrier is assigned to pay claims and also keep the providers in their net-work. AmeriBen will always process claims strictly according to the master policy and brochure.

AmeriBen has a dedicated staff which includes customer care representatives and claims processors who are trained to handle the unique eligibility and benefit aspects of the student plans. These teams work closely together to facilitate efficient resolution on claim inquiries and issue resolution, these duties are segregated due to the unique skill set required to handle each function.

37. How do you handle the filing of the master policy and the brochure language with the state? Do you have standard language that the client's policy must adhere to, or do you individually file the master policy as written in the brochure with the state?

**RESPONSE:** Our master policy is filed with the state so as to allow maximum flexibility to accommodate benefit and/or exclusion requests by our clients while utilizing the standard state filing. If necessary to accommodate a specific client's requirements, we can file a single case policy.



## ***Approved SHIP Form (Idaho)***

The SERFF filing number for COL-14-ID (PY15) is UHLC-130117841. The AV calculation and schedule of benefits for Univ. of Idaho were approved under this same filing number. The DOI marked the filing as "FILED" on August 3, 2015.

In addition, we will also be filing endorsements, AVs, and benefit schedules for any accounts sold for the 2016-2017 academic year with the State of Idaho, Division of Insurance.

We have included a copy of our filed documents in the following pages of this section.

**Policyholder Application**  
**UnitedHealthcare StudentResources**

UnitedHealthcare Insurance Company P.O. Box 809025 Dallas, TX 75380-9025

<b>Policyholder</b>	[Any School]	<b>Date</b>	[00-00-00]
<b>Mailing Address</b>	[Any Town, Idaho]	<b>Policy Number</b>	[00-0000-00]
		<b>Effective</b>	[2014 / 2015]
			Academic Year
<b>Telephone Number</b>	[(555) 555-5555]		

**Class of Persons to be Insured**

[Any Student] [and their eligible Dependents]

**Rates**

	<u>[Annual]</u>	
	<b>Premium</b>	<b>[Non-Premium Cost]</b>
[Student]	[\$1,200.00]	[\$100.00]

**Effective / Expiration Dates**

(Information continues on attached sheets.)

[NOTE: The Non-Premium Cost stated above includes fees charged by the policyholder. Such fees may include amounts which, for example, cover the school's administrative cost associated with offering this health plan as well as amounts which are paid to certain non-insurer vendors and consultants by, or at the direction of, the policyholder.]

Signature of School Official _____	Title _____	Date _____
Please Print Name of Above Official _____		
Signature of Agent _____		Date _____
Signature of Company Representative _____	Title _____	Date _____

**BLANKET STUDENT POLICY**  
**UNITEDHEALTHCARE INSURANCE COMPANY**

Administrative Office Address: P.O. Box 809025, Dallas, TX 75380-9025

<b>POLICYHOLDER</b>	[ANY SCHOOL]	<b>POLICY NUMBER</b>	[12-0000]
<b>ADDRESS</b>	[111 ANY ST.] [ANY CITY, IDAHO]	<b>Effective Date</b>	[2015-2016] ACADEMIC YEAR
		<b>Termination Date</b>	[2015-2016] ACADEMIC YEAR

**PREMIUM FOR EACH INSURED PERSON**

SEE APPLICATION ATTACHED

**LIST OF ENDORSEMENTS ATTACHED TO AND FORMING A PART OF THIS POLICY**

**UNITEDHEALTHCARE INSURANCE COMPANY**

hereinafter called the Company, agrees, subject to all provisions, conditions, exclusions and limitations of this policy to pay the benefits provided by this policy for loss resulting from a cause covered by this policy. This policy is issued in consideration of the application and payment of the premiums. Premiums as specified above are payable for each Insured Person.

**Non-Renewable One Year Term Insurance -- This Policy Will Not Be Renewed**



President

Countersigned by \_\_\_\_\_ Licensed Resident Agent

**PREMIUMS AND PREMIUM PAYMENT**

The Policyholder agrees to remit the premium for each Insured Person to the Company or its authorized agent within 20 days after the receipt of the premium. The Company will have the right to examine all of the Policyholder's books and records relating to this policy at any time up to the later of 1) two years after the termination of this policy and 2) the date of final adjustment and settlement of all claims under this policy.

**TABLE OF CONTENTS**

Eligibility and Termination Provisions	[2]
General Provisions	[2]
Definitions	[4]
Schedule of Benefits	[10]
Benefit Provisions	[18]
Mandated Benefits	[24]
Exclusions and Limitations	[25]
Idaho Department of Insurance Contact Information	[30]



**PART I  
ELIGIBILITY AND TERMINATION PROVISIONS**

**Eligibility:** Each person who belongs to one of the "Classes of Persons To Be Insured" as set forth in the application is eligible to be insured under this policy. [[The Named Insured must actively attend classes for at least the first [31 [1-45]] days after the date for which coverage is purchased.] [[Home study,] [correspondence,] [and] [online] courses do not fulfill the eligibility requirements[ that the Named Insured actively attend classes].] The Company maintains its right to investigate [eligibility or] student status and attendance records to verify that the policy eligibility requirements have been met. If and whenever the Company discovers that the policy eligibility requirements have not been met, its only obligation is refund of premium.]

[The eligibility date for Dependents of the Named Insured (as defined) shall be determined in accordance with the following:

- 1) If a Named Insured has Dependents on the date he or she is eligible for insurance; or
- 2) If a Named Insured acquires a Dependent after the Effective Date, such Dependent becomes eligible:
  - (a) On the date the Named Insured marries the Dependent; or
  - (b) On the date the Named Insured acquires a dependent child who is within the limits of a dependent child set forth in the "Definitions" section of this policy.

[Dependent eligibility expires concurrently with that of the Named Insured.]

Eligible persons may be insured under this policy subject to the following:

- 1) Payment of premium as set forth on the policy application; and,
- 2) Application to the Company for such coverage.

**Effective Date:** Insurance under this policy shall become effective on the later of the following dates:

- 1) The Effective Date of the policy; or
- 2) The date premium is received by the Administrator.

[Dependent coverage will not be effective prior to that of the Named Insured.]

**Termination Date:** The coverage provided with respect to the Named Insured shall terminate on the earliest of the following dates:

- 1) The last day of the period through which the premium is paid; or
- 2) The date the policy terminates.

[The coverage provided with respect to any Dependent shall terminate on the earliest of the following dates:

- 1) The last day of the period through which the premium is paid;
- [[2)] The date the policy terminates;] [or]
- [3)] The date the Named Insured's coverage terminates.]

**PART II  
GENERAL PROVISIONS**

**ENTIRE CONTRACT CHANGES:** This policy, including the endorsements and attached papers, if any, and the application of the Policyholder shall constitute the entire contract between the parties. No agent has authority to change this policy or to waive any of its provisions. No change in the policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. Such an endorsement or attachment shall be effective without the consent of the Insured Person but shall be without prejudice to any claim arising prior to its Effective Date.



**PAYMENT OF PREMIUM:** All premiums are payable in advance for each policy term in accordance with the Company's premium rates. The full premium must be paid even if the premium is received after the policy Effective Date. Coverage under the policy may not be cancelled and no refunds will be provided unless the Insured enters the armed forces. A pro-rata premium will be refunded upon request when the Insured enters the armed forces. [Optional coverages may only be purchased simultaneously and in conjunction with the purchase of Injury and Sickness coverage at the time of initial enrollment.] [The Named Insured may purchase optional coverages for himself or for himself and all Dependent family members[, unless the optional coverage is available only to the Named Insured.]]

Premium adjustments involving return of unearned premiums to the Policyholder will be limited to a period of 12 months immediately preceding the date of receipt by the Company of evidence that adjustments should be made. Premiums are payable to the Company, [P.O. Box 809026, Dallas, Texas 75380-9026].

**REFUND OF UNEARNED PREMIUM:** Premium will be refunded to the Policyholder on a pro rata basis upon cancellation by the Policyholder. The cancellation request must be sent to the Company in writing. Premium will be refunded beginning with the next monthly renewal period.

**NOTICE OF CLAIM:** Written notice of claim must be given to the Company within 90 days after the occurrence or commencement of any loss covered by this policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Named Insured to the Company, [P.O. Box 809025, Dallas, Texas 75380-9025] with information sufficient to identify the Named Insured shall be deemed notice to the Company.

**CLAIM FORMS:** [Upon receipt of a notice of claim, the Company will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of written notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and extent of the loss for which claim is made.] [Claim forms are not required.]

**PROOF OF LOSS:** Written proof of loss must be furnished to the Company at its said office within 90 days after the date of such loss. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to furnish proof. In no event except in the absence of legal capacity shall written proofs of loss be furnished later than one year from the time proof is otherwise required.

**TIME OF PAYMENT OF CLAIM:** Indemnities payable under this policy for any loss will be paid upon receipt of due written proof of such loss.

**PAYMENT OF CLAIMS:** All or a portion of any indemnities provided by this policy may, at the Company's option, and unless the Named Insured requests otherwise in writing not later than the time of filing proofs of such loss, be paid directly to the Hospital or person rendering such service. Otherwise, accrued indemnities will be paid to the Named Insured or the estate of the Named Insured. Any payment so made shall discharge the Company's obligation to the extent of the amount of benefits so paid.

**PHYSICAL EXAMINATION:** As a part of Proof of Loss, the Company at its own expense shall have the right and opportunity: 1) to examine the person of any Insured Person when and as often as it may reasonably require during the pendency of a claim; and, 2) to have an autopsy made in case of death where it is not forbidden by law. The Company has the right to secure a second opinion regarding treatment or hospitalization. Failure of an Insured to present himself or herself for examination by a Physician when requested shall authorize the Company to: (1) withhold any payment of Covered Medical Expenses until such examination is performed and Physician's report received; and (2) deduct from any amounts otherwise payable hereunder any amount for which the Company has become obligated to pay to a Physician retained by the Company to make an examination for which the Insured failed to appear. Said deduction shall be made with the same force and effect as a Deductible herein defined.

**LEGAL ACTIONS:** No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proofs of loss have been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of 3 years after the time written proofs of loss are required to be furnished.

**SUBROGATION:** The Company shall be subrogated to all rights of recovery which any Insured Person has against any person, firm or corporation to the extent of payments for benefits made by the Company to or for benefit of an Insured

Person. The Insured shall execute and deliver such instruments and papers as may be required and do whatever else is necessary to secure such rights to the Company.

**RIGHT OF RECOVERY:** Payments made by the Company which exceed the Covered Medical Expenses (after allowance for Deductible and Coinsurance clauses, if any) payable hereunder shall be recoverable by the Company from or among any persons, firms, or corporations to or for whom such payments were made or from any insurance organizations who are obligated in respect of any covered Injury or Sickness as their liability may appear.

**MORE THAN ONE POLICY:** Insurance effective at any one time on the Insured Person under a like policy, or policies in this Company is limited to the one such policy elected by the Insured Person, his beneficiary or his estate, as the case may be, and the Company will return all premiums paid for all other such policies.

### PART III DEFINITIONS

**COINSURANCE** means the percentage of Covered Medical Expenses that the Company pays.

**COMPLICATION OF PREGNANCY** means conditions: 1) which requires the Insured to be Hospital Confined (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and 2) Cesarean section delivery, ectopic pregnancy which is terminated, spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, eclampsia and toxemia.

**CONGENITAL CONDITION** means a condition existing at or from birth that is a significant deviation from the common form or function of the body, whether caused by a hereditary or developmental defect or disease. For the purposes of this definition, significant deviation is a deviation which impairs the function of the body and includes but is not limited to the conditions of cleft lip, cleft palate, webbed fingers or toes, sixth toes or fingers, or defects of metabolism and other conditions that are medically diagnosed to be congenital condition..

**COPAY/COPAYMENT** means a specified dollar amount that the Insured is required to pay for certain Covered Medical Expenses.

**COVERED MEDICAL EXPENSES** means reasonable charges which are: 1) not in excess of Usual and Customary Charges; 2) not in excess of the Preferred Allowance when the policy includes Preferred Provider benefits and the charges are received from a Preferred Provider; 3) not in excess of the maximum benefit amount payable per service as specified in the Schedule of Benefits; 4) made for services and supplies not excluded under the policy; 5) made for services and supplies which are a Medical Necessity; 6) made for services included in the Schedule of Benefits; and 7) in excess of the amount stated as a Deductible, if any.

Covered Medical Expenses will be deemed "incurred" only: 1) when the covered services are provided; and 2) when a charge is made to the Insured Person for such services.

**CUSTODIAL CARE** means services that are any of the following:

- 1) Non-health related services, such as assistance in activities.
- 2) Health-related services that are provided for the primary purpose of meeting the personal needs of the patient or maintaining a level of function (even if the specific services are considered to be skilled services), as opposed to improving that function to an extent that might allow for a more independent existence.
- 3) Services that do not require continued administration by trained medical personnel in order to be delivered safely and effectively.

**DEDUCTIBLE** means if an amount is stated in the Schedule of Benefits or any endorsement to this policy as a deductible, it shall mean an amount to be subtracted from the amount or amounts otherwise payable as Covered Medical Expenses before payment of any benefit is made. The deductible will apply as specified in the Schedule of Benefits.



**[DEPENDENT]** means the legal spouse of the Named Insured and their dependent-children. [Dependent shall also include the Domestic Partner of the Named Insured and their dependent, unmarried children.] Children shall cease to be dependent at the end of the month in which they attain the age of [26 – 30] years.

The attainment of the limiting age will not operate to terminate the coverage of such child while the child is and continues to be both:

- 1) Incapable of self-sustaining employment by reason of intellectual disability or physical handicap.
- 2) Chiefly dependent upon the Insured Person for support and maintenance.

Proof of such incapacity and dependency shall be furnished to the Company: 1) by the Named Insured; and, 2) within 31 days of the child's attainment of the limiting age. Subsequently, such proof must be given to the Company annually following the child's attainment of the limiting age.

If a claim is denied under the policy because the child has attained the limiting age for dependent children, the burden is on the Insured Person to establish that the child is and continues to be handicapped as defined by subsections (1) and (2).]

**[DOMESTIC PARTNER]** means a person who is neither married nor related by blood or marriage to the Named Insured but who 1) lives together with the Named Insured in the same residence and intends to do so indefinitely; and 2) is responsible with the Named Insured for each other's welfare. A domestic partner relationship may be demonstrated by any three of the following types of documentation: 1) a joint mortgage or lease; 2) designation of the domestic partner as beneficiary for life insurance; 3) designation of the domestic partner as primary beneficiary in the Named Insured's will; 4) domestic partnership agreement; 5) powers of attorney for property and/or health care; and 6) joint ownership of either a motor vehicle, checking account or credit account.]

**ELECTIVE SURGERY OR ELECTIVE TREATMENT** means those health care services or supplies that do not meet the health care need for a Sickness or Injury. Elective surgery or elective treatment includes any service, treatment or supplies that: 1) are deemed by the Company to be research or experimental; or 2) are not recognized and generally accepted medical practices in the United States.

**EMERGENCY SERVICES** means, with respect to a Medical Emergency:

- 1) A medical screening examination that is within the capability of the emergency department of a Hospital, including ancillary services routinely available to the emergency department to evaluate such emergency medical condition; and
- 2) Such further medical examination and treatment to stabilize the patient to the extent they are within the capabilities of the staff and facilities available at the Hospital.

**HABILITATIVE SERVICES** means outpatient occupational therapy, physical therapy and speech therapy prescribed by the Insured Person's treating Physician pursuant to a treatment plan to develop a function not currently present as a result of a congenital, genetic, or early acquired disorder.

Habilitative services do not include services that are solely educational in nature or otherwise paid under state or federal law for purely educational services. Custodial Care, respite care, day care, therapeutic recreation, vocational training and residential treatment are not habilitative services.

A service that does not help the Insured person to meet functional goals in a treatment plan within a prescribed time frame is not a habilitative service. When the Insured Person reaches his/her maximum level of improvement or does not demonstrate continued progress under a treatment plan, a service that was previously habilitative is no longer habilitative.

**HOSPITAL** means a licensed or properly accredited general hospital which: 1) is open at all times; 2) is operated primarily and continuously for the treatment of and surgery for sick and injured persons as inpatients; 3) is under the supervision of a staff of one or more legally qualified Physicians available at all times; 4) continuously provides on the premises 24 hour nursing service by Registered Nurses; 5) provides organized facilities for diagnosis [and major surgery] on the premises or in facilities available to the Hospital on a pre-arranged basis and under the supervision of a duly licensed Physician; and 6) is not primarily a clinic, nursing, rest or convalescent home.

**HOSPITAL CONFINED/HOSPITAL CONFINEMENT** means confinement as an Inpatient in a Hospital by reason of an Injury or Sickness for which benefits are payable.

**INJURY** means bodily injury which is all of the following:

- 1) directly and independently caused by specific accidental contact with another body or object.
- 2) unrelated to any pathological, functional, or structural disorder.
- 3) a source of loss.
- 4) treated by a Physician within [30 - 365] days after the date of accident.
- 5) sustained while the Insured Person is covered under this policy.

All injuries sustained in one accident, including all related conditions and recurrent symptoms of these injuries will be considered one injury. Injury does not include loss which results wholly or in part, directly or indirectly, from disease or other bodily infirmity. [Covered Medical Expenses incurred as a result of an injury that occurred prior to this policy's Effective Date will be considered a Sickness under this policy.]

**INPATIENT** means an uninterrupted confinement that follows formal admission to a Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility by reason of an Injury or Sickness for which benefits are payable under this policy.

**INPATIENT REHABILITATION FACILITY** means a long term acute inpatient rehabilitation center, a Hospital (or special unit of a Hospital designated as an inpatient rehabilitation facility) that provides rehabilitation health services on an inpatient basis as authorized by law.

**INSURED PERSON** means[; 1)] the Named Insured[; and, 2) Dependents of the Named Insured, if: 1) the Dependent is properly enrolled in the program, and 2) the appropriate Dependent premium has been paid]. The term "Insured" also means Insured Person.

**INTENSIVE CARE** means: 1) a specifically designated facility of the Hospital that provides the highest level of medical care; and 2) which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be: 1) permanently equipped with special life-saving equipment for the care of the critically ill or injured; and 2) under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the intensive care unit. Intensive care does not mean any of these step-down units:

- 1) Progressive care.
- 2) Sub-acute intensive care.
- 3) Intermediate care units.
- 4) Private monitored rooms.
- 5) Observation units.
- 6) Other facilities which do not meet the standards for intensive care.

**MEDICAL EMERGENCY** means the occurrence of a sudden, serious and unexpected Sickness or Injury. In the absence of immediate medical attention, a reasonable person could believe this condition would result in any of the following:

- 1) Death.
- 2) Placement of the Insured's health in jeopardy.
- 3) Serious impairment of bodily functions.
- 4) Serious dysfunction of any body organ or part.
- 5) In the case of a pregnant woman, serious jeopardy to the health of the fetus.

Expenses incurred for "Medical Emergency" will be paid only for Sickness or Injury which fulfills the above conditions. These expenses will not be paid for minor Injuries or minor Sicknesses.

**MEDICAL NECESSITY/MEDICALLY NECESSARY** means those services or supplies provided or prescribed by a Hospital or Physician which are all of the following:

- 1) Essential for the symptoms and diagnosis or treatment of the Sickness or Injury.
- 2) Provided for the diagnosis, or the direct care and treatment of the Sickness or Injury.
- 3) In accordance with the standards of good medical practice.
- 4) Not primarily for the convenience of the Insured, or the Insured's Physician.
- 5) The most appropriate supply or level of service which can safely be provided to the Insured.

The Medical Necessity of being confined as an Inpatient means that both:



- 1) The Insured requires acute care as a bed patient.
- 2) The Insured cannot receive safe and adequate care as an outpatient.

This policy only provides payment for services, procedures and supplies which are a Medical Necessity. No benefits will be paid for expenses which are determined not to be a Medical Necessity, including any or all days of Inpatient confinement.

**MENTAL ILLNESS** means a Sickness that is a mental, emotional or behavioral disorder listed in the mental health or psychiatric diagnostic categories in the current *Diagnostic and Statistical Manual of the American Psychiatric Association*. The fact that a disorder is listed in the *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment of the disorder is a Covered Medical Expense. [If not excluded or defined elsewhere in the policy, all mental health or psychiatric diagnoses are considered one Sickness.]

**NAMED INSURED** means an eligible, registered student of the Policyholder, if: 1) the student is properly enrolled in the program; and 2) the appropriate premium for coverage has been paid.

**[NEWBORN INFANT AND ADOPTED CHILD** means any newborn child of an Insured and any newborn adopted child placed with the Insured within 60 days after birth while that person is insured under this policy. Any such child will be covered under the policy for the first 60 days after birth. In the case of an adopted child placed with the Insured more than 60 days after the birth of the child while that person is insured under this policy, coverage shall begin on the date the child is so placed. Coverage for such newborn or adopted child will be for Injury or Sickness, including medically diagnosed Congenital Conditions, prematurity and nursery care; benefits will be the same as for the Insured Person who is the child's parent.

Prior to legal finalization of adoption, coverage shall be provided for a child placed for adoption in the same manner as it would with respect to a naturally born child of the Insured until the first to occur of the following events:

- a) The date the child is removed permanently from that placement and the legal obligation terminates; or
- b) The date the Insured rescinds, in writing, the agreement of adoption or agreement assuming financial responsibility.

[The Insured will have the right to continue such coverage for the child beyond the first 60 days. To continue the coverage the Insured must, within the 60 days after the child's birth or placement for adoption: 1) apply to the Company; and 2) pay the required additional premium, if any, not less than thirty-one (31) days following receipt by the Insured of notice for the required premium for the continued coverage. If the Insured does not use this right as stated here, all coverage as to that child will terminate at the end of the first 60 days after the child's birth.]

The term "placed" shall mean physical placement in the care of the Insured, or in those circumstances in which such physical placement is prevented due to the medical needs of the child requiring placement in a medical facility, it shall mean when the Insured signs an agreement for adoption of such child and signs an agreement assuming financial responsibility for such child.]

**OUT-OF-POCKET MAXIMUM** means the amount of Covered Medical Expenses that must be paid by the Insured Person before Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year. Refer to the Schedule of Benefits for details on how the Out-of-Pocket Maximum applies.

**PHYSICIAN** means a legally qualified licensed practitioner of the healing arts who provides care within the scope of his/her license, other than a member of the person's immediate family.

The term "member of the immediate family" means any person related to an Insured Person within the third degree by the laws of consanguinity or affinity.

**PHYSIOTHERAPY** means short-term outpatient rehabilitation therapies (including Habilitative Services) administered by a Physician.

**POLICY YEAR** means the period of time beginning on the policy Effective Date and ending on the policy Termination Date.

**PRESCRIPTION DRUGS** mean: 1) prescription legend drugs; 2) compound medications of which at least one ingredient is a prescription legend drug; 3) any other drugs which under the applicable state or federal law may be dispensed only upon written prescription of a Physician; and 4) injectable insulin.

**REGISTERED NURSE** means a professional nurse (R.N.) who is not a member of the Insured Person's immediate family.

**SICKNESS** means sickness or disease of the Insured Person which causes loss while the Insured Person is covered under this policy. [All related conditions and recurrent symptoms of the same or a similar condition will be considered one sickness.] [Covered Medical Expenses incurred as a result of an Injury that occurred prior to this policy's Effective Date will be considered a sickness under this policy.]

**SKILLED NURSING FACILITY** means a Hospital or nursing facility that is licensed and operated as required by law.

**SOUND, NATURAL TEETH** means natural teeth, the major portion of the individual tooth is present, regardless of fillings or caps; and is not carious, abscessed, or defective.

**SUBSTANCE USE DISORDER** means a Sickness that is listed as an alcoholism and substance use disorder in the current *Diagnostic and Statistical Manual of the American Psychiatric Association*. The fact that a disorder is listed in the *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment of the disorder is a Covered Medical Expense. [If not excluded or defined elsewhere in the policy, all alcoholism and substance use disorders are considered one Sickness.]

[**TOTALLY DISABLED** means a condition of a Named Insured which, because of [Sickness or] Injury, renders the Insured unable to actively attend classes. [A totally disabled Dependent is one who is unable to perform all activities usual for a person of that age.]]

**URGENT CARE CENTER** means a facility that provides treatment required to prevent serious deterioration of the Insured Person's health as a result of an unforeseen Sickness, Injury, or the onset of acute or severe symptoms.

**USUAL AND CUSTOMARY CHARGES** means the lesser of the actual charge or a reasonable charge which is : 1) usual and customary when compared with the charges made for similar services and supplies; and 2) made to persons having similar medical conditions in the [locality of the Policyholder][locality where service is rendered]. The Company uses data from [FAIR Health, Inc.] to determine Usual and Customary Charges. No payment will be made under this policy for any expenses incurred which in the judgment of the Company are in excess of Usual and Customary Charges.

**[PART IV**

**[EXTENSION OF BENEFITS AFTER TERMINATION**

The coverage provided under this policy ceases on the Termination Date. However, if an Insured is Totally Disabled on the Termination Date from a covered Injury [or Sickness] for which benefits were paid before the Termination Date, Covered Medical Expenses for such Injury [or Sickness] will continue to be paid as long as the condition continues but not to exceed [[30 – 365] days] [[12 – 24] months] after the Termination Date.

The total payments made in respect of the Insured for such condition both before and after the Termination Date will never exceed the Maximum Benefit.]

**INSERT**  
**SCHEDULE OF BENEFITS**  
**HERE**



[PART [VI]  
PREFERRED PROVIDER INFORMATION

“Preferred Providers” are the Physicians, Hospitals and other health care providers who have contracted to provide specific medical care at negotiated prices. [Preferred Providers in the local school area are:

[List Preferred Providers in School Area here]]

The availability of specific providers is subject to change without notice. Insureds should always confirm that a Preferred Provider is participating at the time services are required by calling [the Company at [1-800-767-0700]] and/or by asking the provider when making an appointment for services.

“Preferred Allowance” means the amount a Preferred Provider will accept as payment in full for Covered Medical Expenses.

“Out of Network” providers have not agreed to any prearranged fee schedules. Insureds may incur significant out-of-pocket expenses with these providers. Charges in excess of the insurance payment are the Insured’s responsibility.

[“Network Area” means the [10 – 50] mile radius around the local school campus the Named Insured is attending.]

[[Regardless of the provider, each Insured is responsible for the payment of their Deductible. The Deductible must be satisfied before benefits are paid]. The Company will pay according to the benefit limits in the Schedule of Benefits.]

**Inpatient Expenses**

**PREFERRED PROVIDERS** – Eligible Inpatient expenses at a Preferred Provider will be paid at [[50 – 100]% [the Coinsurance percentages specified in the Schedule of Benefits], up to any limits specified in the Schedule of Benefits. [Preferred Hospitals include [UnitedHealthcare Options PPO] United Behavioral Health (UBH) facilities.] Call [(800) 767-0700] for information about Preferred Hospitals.

**OUT-OF-NETWORK PROVIDERS** - If Inpatient care is not provided at a Preferred Provider, eligible Inpatient expenses will be paid according to the benefit limits in the Schedule of Benefits.

**Outpatient Hospital Expenses**

Preferred Providers may discount bills for outpatient Hospital expenses. Benefits are paid according to the Schedule of Benefits. Insureds are responsible for any amounts that exceed the benefits shown in the Schedule, up to the Preferred Allowance.

**Professional & Other Expenses**

Benefits for Covered Medical Expenses provided by [name of network or Physician groups] will be paid at [[50 – 100]% of Preferred Allowance] [the Coinsurance percentages specified in the Schedule of Benefits]-or up to any limits specified in the Schedule of Benefits. All other providers will be paid according to the benefit limits in the Schedule of Benefits.]

**[SPECIAL PROVIDER ARRANGEMENTS**

[Affiliated Physicians, Inc. and Doctors Walk-In Clinics] [have] agreed to accept special reduced reimbursement rates for treatment rendered to Insureds. Eligible [Physician] services provided by [Affiliated Physicians, Inc. and Doctors Walk-In Clinics] will be paid at [50 – 100]% of these negotiated rates for Covered Medical Expenses, up to the Schedule of Benefits limits.

Insureds will be responsible for all out of pocket expenses in excess of the policy limits contained in the Schedule of Benefits.]]

**PART [VII]**  
**MEDICAL EXPENSE BENEFITS - INJURY AND SICKNESS**

Benefits are payable for Covered Medical Expenses (see "Definitions") less any Deductible incurred by or for an Insured Person for loss due to Injury or Sickness subject to: a) the maximum amount for specific services as set forth in the Schedule of Benefits; and b) any Coinsurance, Copayment or per service Deductible amounts set forth in the Schedule of Benefits or any endorsement hereto. The total payable for all Covered Medical Expenses shall be calculated on a per Insured Person Policy Year basis as stated in the Schedule of Benefits. Read the "Definitions" section and the "Exclusions and Limitations" section carefully.

No benefits will be paid for services designated as "No Benefits" in the Schedule of Benefits or for any matter described in "Exclusions and Limitations." If a benefit is designated, Covered Medical Expenses include:

1. **Room and Board Expense.**  
Daily semi-private room rate when confined as an Inpatient and general nursing care provided and charged by the Hospital.
2. **[Intensive Care.**  
If provided in the Schedule of Benefits.]
3. **Hospital Miscellaneous Expenses.**  
When confined as an Inpatient or as a precondition for being confined as an Inpatient. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.

Benefits will be paid for services and supplies such as:

- The cost of the operating room.
- Laboratory tests.
- X-ray examinations.
- Anesthesia.
- Drugs (excluding take home drugs) or medicines.
- Therapeutic services.
- Supplies.

4. **Routine Newborn Care.**  
While Hospital Confined and routine nursery care provided immediately after birth.

Benefits will be paid for an inpatient stay of at least:

- 48 hours following a vaginal delivery.
- 96 hours following a cesarean section delivery.

If the mother agrees, the attending Physician may discharge the newborn earlier than these minimum time frames.

5. **Surgery (Inpatient).**  
Physician's fees for Inpatient surgery.
6. **Assistant Surgeon Fees.**  
Assistant Surgeon fees in connection with Inpatient surgery.
7. **Anesthetist Services.**  
Professional services administered in connection with Inpatient surgery.
8. **Registered Nurse's Services.**  
Registered Nurse's services which are all of the following:
  - [Private duty nursing care only.]
  - Received when confined as an Inpatient.
  - Ordered by a licensed Physician.
  - A Medical Necessity.

General nursing care provided by the Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility is not covered under this benefit.

9. **Physician's Visits (Inpatient).**

Non-surgical Physician services when confined as an Inpatient. [Benefits do not apply when related to surgery.]

10. **Pre-admission Testing.**

Benefits are limited to routine tests such as:

- Complete blood count.
- Urinalysis,
- Chest X-rays.

If otherwise payable under the policy, major diagnostic procedures such as those listed below will be paid under the "Hospital Miscellaneous" benefit:

- CT scans.
- NMR's.
- Blood chemistries.

11. **Surgery (Outpatient).**

Physician's fees for outpatient surgery.

[When these services are performed in a Physician's office, benefits are payable under Physician's Visits (Outpatient).]

12. **Day Surgery Miscellaneous (Outpatient).**

Facility charge and the charge for services and supplies in connection with outpatient day surgery[, excluding non-scheduled surgery; and surgery performed in a Hospital emergency room; trauma center; Physician's office; or clinic].

13. **Assistant Surgeon Fees (Outpatient).**

Assistant Surgeon fees in connection with outpatient surgery.

14. **Anesthetist Services (Outpatient).**

Professional services administered in connection with outpatient surgery.

15. **Physician's Visits (Outpatient).**

Services provided in a Physician's office for the diagnosis and treatment of a Sickness or Injury. [Benefits do not apply when related to [surgery][ or] [Physiotherapy].]

[Benefits include the following services when performed in the Physician's office:

- [Surgery.]
- [X-rays.]
- [Laboratory procedures.]
- [Tests and procedures]]

Physician's Visits for preventive care are provided as specified under Preventive Care Services.

16. **Physiotherapy (Outpatient).**

Includes but is not limited to the following rehabilitative services (including Habilitative Services):

- Physical therapy.
- Occupational therapy.
- Cardiac rehabilitation therapy.
- Manipulative treatment.
- Speech therapy. [Other than as provided for Habilitative Services, speech therapy will be paid only for the treatment of speech, language, voice, communication and auditory processing when the disorder results from Injury, trauma, stroke, surgery, cancer, [or] vocal nodules.]

17. **Medical Emergency Expenses (Outpatient).**



Only in connection with a Medical Emergency as defined. Benefits will be paid for the facility charge for use of the emergency room and supplies[.] [ and:

- The attending Physician's charges.]
- [X-rays.]
- [Laboratory procedures.]
- [Tests and procedures.]
- [Injections.]

[All other Emergency Services received during the visit will be paid as specified in the Schedule of Benefits.]

18. **Diagnostic X-ray Services (Outpatient).**

[Diagnostic X-rays are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 70000 - 79999 inclusive.] X-ray services for preventive care are provided as specified under Preventive Care Services.

19. **Radiation Therapy (Outpatient).**

See Schedule of Benefits.

20. **Laboratory Procedures (Outpatient).**

[Laboratory Procedures are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 80000 - 89999 inclusive.] Laboratory procedures for preventive care are provided as specified under Preventive Care Services.

21. **Tests and Procedures (Outpatient).**

Tests and procedures are those diagnostic services and medical procedures performed by a Physician but do not include:

- Physician's Visits.
- Physiotherapy.
- X-Rays.
- Laboratory Procedures.

The following therapies will be paid under the Tests and Procedures (Outpatient) benefit:

- Inhalation therapy.
- Infusion therapy.
- Pulmonary therapy.
- Respiratory therapy.

Tests and Procedures for preventive care are provided as specified under Preventive Care Services.

22. **Injections (Outpatient).**

When administered in the Physician's office and charged on the Physician's statement. Immunizations for preventive care are provided as specified under Preventive Care Services.

23. **Chemotherapy (Outpatient).**

See Schedule of Benefits.

24. **Prescription Drugs (Outpatient).**

See Schedule of Benefits.

25. **Ambulance Services.**

See Schedule of Benefits.

26. **Durable Medical Equipment.**

Durable medical equipment must be all of the following:

- Provided or prescribed by a Physician. A written prescription must accompany the claim when submitted.
- Primarily and customarily used to serve a medical purpose.
- Can withstand repeated use.
- Generally is not useful to a person in the absence of Injury or Sickness.
- Not consumable or disposable except as needed for the effective use of covered durable medical equipment.

For the purposes of this benefit, the following are considered durable medical equipment:

- Braces that stabilize an injured body part and braces to treat curvature of the spine.
- External prosthetic devices that replace a limb or body part but does not include any device that is fully implanted into the body.
- Orthotic devices that straighten or change the shape of a body part.

If more than one piece of equipment or device can meet the Insured's functional needs, benefits are available only for the equipment or device that meets the minimum specifications for the Insured's needs. Dental braces are not durable medical equipment and are not covered. [Benefits for durable medical equipment are limited to the initial purchase or one replacement purchase per Policy Year.] No benefits will be paid for rental charges in excess of purchase price.

27. **Consultant Physician Fees.**

Services provided on an Inpatient or outpatient basis.

28. **Dental Treatment.**

Dental treatment when services are performed by a Physician and limited to the following:

- Injury to Sound, Natural Teeth.
- [Removal of impacted[ wisdom] teeth.]

[Breaking a tooth while eating is not covered.] [Routine dental care and treatment to the gums are not covered.] Pediatric dental benefits are provided in the Pediatric Dental Services endorsement attached.

Benefits will also be provided for Hospital or facility charges and general anesthesia services in connection with dental procedures if certified by a Physician that a non-dental medical condition requires Hospital Confinement to safeguard the health of the Insured Person. The following non-dental medical conditions may receive these Hospital benefits:

- Brittle diabetes.
- History of a life-endangering heart condition.
- History of uncontrollable bleeding.
- Severe bronchial asthma.
- Children under 10 years of age who require general anesthetic.
- Other non-dental life-endangering conditions that requires Hospital Confinement.

This does not include expenses for the dental procedure.

29. **Mental Illness Treatment.**

Benefits will be paid for services received:

- On an Inpatient basis while confined to a Hospital including partial hospitalization/day treatment received at a Hospital.
- On an outpatient basis including intensive outpatient treatment.

30. **Substance Use Disorder Treatment.**

Benefits will be paid for services received:

- On an Inpatient basis while confined to a Hospital including partial hospitalization/day treatment received at a Hospital.
- On an outpatient basis including intensive outpatient treatment.

31. **Maternity.**

Same as any other Sickness.

Benefits will be paid for an inpatient stay of at least:

- 48 hours following a vaginal delivery.
- 96 hours following a cesarean section delivery.

If the mother agrees, the attending Physician may discharge the mother earlier than these minimum time frames.

32. **Complications of Pregnancy.**

Same as any other Sickness.

**33. Preventive Care Services.**

Medical services that have been demonstrated by clinical evidence to be safe and effective in either the early detection of disease or in the prevention of disease, have been proven to have a beneficial effect on health outcomes and are limited to the following as required under applicable law:

- Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the *United States Preventive Services Task Force*.
- Immunizations for routine use in children, adolescents, and adults that have in effect a recommendation from the *Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention*.
- With respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the *Health Resources and Services Administration*.
- With respect to women, such additional preventive care and screenings provided for in comprehensive guidelines supported by the *Health Resources and Services Administration*.

Benefits defined under the *Health Resources and Service Administration* include the following services:

- BRCA risk assessment testing, genetic testing, and genetic counseling.
- Benefits defined under the *Health Resources and Services Administration*, including:
- At least one form of contraception without cost sharing in each of the methods (currently 18) the FDA has identified for women in its current Birth Control Guide, including clinical services, such as patient education and counseling, needed for provision of the contraceptive method. Contraceptive methods include, but are not limited to, hormonal methods such as oral contraceptives, barrier methods such as prescription diaphragms and implanted devices, and oral medications for emergency contraception. If the Insured's Physician recommends a specific service or FDA-approved item based on Medical Necessity with respect to that Insured, the policy must cover that services without cost sharing.
- Screening and counseling for interpersonal and domestic violence.
- Breastfeeding support and counseling.
- The cost of renting one breast pump per pregnancy in conjunction with childbirth.

Benefits include medically appropriate gender-specific recommended Preventive Care Services as determined by the Insured's Physician, regardless of the Insured's gender assigned at birth, gender identity, or gender of the Insured as otherwise recorded by the Company.

Information about recommended Preventive Care Services may be obtained online at:

[<http://www.uspreventiveservicestaskforce.org/Page/Name/uspstf-a-and-b-recommendations/>] [and]  
[<http://www.hrsa.gov/womensguidelines/>]

**34. Reconstructive Breast Surgery Following Mastectomy.**

Same as any other Sickness and in connection with a covered mastectomy. See Benefits for Reconstructive Surgery Following Mastectomy.

**35. Diabetes Services.**

Same as any other Sickness in connection with the treatment of diabetes.

Benefits will be paid for Medically Necessary:

- Outpatient self-management training, education and medical nutrition therapy service when ordered by a Physician and provided by appropriately licensed or registered healthcare professionals.
- Prescription Drugs, equipment, and supplies including insulin pumps and supplies, blood glucose monitors, insulin syringes with needles, blood glucose and urine test strips, ketone test strips and tablets and lancets and lancet devices.

**36. [High Cost Procedures.**

The following procedures provided on an outpatient basis:

- CT Scan.
- PET Scan.
- Magnetic Resonance Imaging.]

**37. Home Health Care.**

Services received from a licensed home health agency that are:

- Ordered by a Physician.
- Provided or supervised by a Registered Nurse in the Insured Person's home.
- Pursuant to a home health plan.

Benefits will be paid only when provided on a part-time, intermittent schedule and when skilled care is required. One visit equals up to four hours of skilled care services.

38. **Hospice Care.**

When recommended by a Physician for an Insured Person that is terminally ill with a life expectancy of six months or less. All hospice care must be received from a licensed hospice agency.

Hospice care includes:

- Physical, psychological, social, and spiritual care for the terminally ill Insured.
- Short-term grief counseling for immediate family members while the Insured is receiving hospice care.

39. **Inpatient Rehabilitation Facility.**

Services received while confined as a full-time Inpatient in a licensed Inpatient Rehabilitation Facility. Confinement in the Inpatient Rehabilitation Facility must follow within 24 hours of, and be for the same or related cause(s) as, a period of Hospital Confinement or Skilled Nursing Facility confinement.

40. **Skilled Nursing Facility.**

Services received while confined as an Inpatient in a Skilled Nursing Facility for treatment rendered for one of the following:

- In lieu of Hospital Confinement as a full-time inpatient.
- Within 24 hours following a Hospital Confinement and for the same or related cause(s) as such Hospital Confinement.

41. **Urgent Care Center.**

Benefits are limited to:

- The facility or clinic fee billed by the Urgent Care Center.
- [The attending Physician's charges.]
- [X-rays.]
- [Laboratory procedures.]
- [Tests and procedures.]
- [Injections.]

[All other services rendered during the visit will be paid as specified in the Schedule of Benefits.]

42. **Hospital Outpatient Facility or Clinic.**

Benefits are limited to:

- The facility or clinic fee billed by the Hospital.
- [The attending Physician's charges.]
- [X-rays.]
- [Laboratory procedures.]
- [Tests and procedures.]
- [Injections.]

[All other services rendered during the visit will be paid as specified in the Schedule of Benefits.]

43. **Approved Clinical Trials.**

Routine Patient Care Costs incurred during participation in an Approved Clinical Trial for the treatment of cancer or other Life-threatening Condition. The Insured Person must be clinically eligible for participation in the Approved Clinical Trial according to the trial protocol and either: 1) the referring Physician is a participating health care provider in the trial and has concluded that the Insured's participation would be appropriate; or 2) the Insured provides medical and scientific evidence information establishing that the Insured's participation would be appropriate.

"Routine patient care costs" means Covered Medical Expenses which are typically provided absent a clinical trial and not otherwise excluded under the policy. Routine patient care costs do not include:

- The experimental or investigational item, device or service, itself.



- Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient.
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

"Life-threatening condition" means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

"Approved clinical trial" means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and is described in any of the following:

- Federally funded trials that meet required conditions.
- The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.
- The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

**44. Transplantation Services.**

Same as any other Sickness for organ or tissue transplants when ordered by a Physician. Benefits are available when the transplant meets the definition of a Covered Medical Expense.

Donor costs that are directly related to organ removal are Covered Medical Expenses for which benefits are payable through the Insured organ recipient's coverage under this policy.

No benefits are payable for transplants which are considered an Elective Surgery or Elective Treatment (as defined) and transplants involving permanent mechanical or animal organs.

Travel, lodging expenses, and food costs may be reimbursed based on the Company's guidelines that are available upon request from customer service. Health services connected with the removal of an organ or tissue from an Insured Person for purposes of a transplant to another person are not covered.

**45. Pediatric Dental and Vision Services.**

Benefits are payable as specified in the Pediatric Dental Services and Pediatric Vision Services endorsements attached.

**46. [[Optional] Repatriation [(International) Students Only]].**

If the Insured dies while insured under the policy; benefits will be paid for: 1) preparing; and 2) transporting the remains of the deceased's body to his home country. [This benefit is limited to the maximum benefit specified in the Schedule of Benefits.] [See Schedule of Benefits.] [This optional benefit is subject to payment of the additional premium as specified on the application.]]

**47. [[Optional] Medical Evacuation [(International) Students Only]].**

When Hospital Confined for at least [three - five] consecutive days and when recommended and approved by the attending Physician. Benefits will be paid for the evacuation of the Insured to his home country. [This benefit is limited to the maximum benefit specified in the Schedule of Benefits.] [See Schedule of Benefits.] [This optional benefit is subject to payment of the additional premium as specified on the application.]]

**48. [Accidental Death and Dismemberment.**

The benefits and the maximum amounts are specified in the Schedule of Benefits and endorsement attached hereto, if so noted in the Schedule of Benefits.]



**PART [VIII]  
MANDATED BENEFITS**

**BENEFITS FOR MAMMOGRAPHY**

If benefits are provided for the surgical procedure known as a mastectomy, benefits will also be provided as for any other Sickness for a mammography subject to all terms and conditions of the policy and according to the following guidelines:

1. One baseline mammogram for any woman who is thirty-five through thirty-nine years of age.
2. A mammogram every 2 years for any woman who is forty through forty-nine years of age, or more frequently if recommended by the woman's physician.
3. A mammogram every year for any woman who is fifty years of age or older.
4. A mammogram for any woman desiring a mammogram for Medical Necessity.

"Mastectomy" means the removal of all or part of the breast for Medically Necessary reasons as determined by a licensed Physician.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

**BENEFITS FOR RECONSTRUCTIVE BREAST SURGERY FOLLOWING MASTECTOMY**

Benefits will be paid the same as any other Sickness for reconstructive surgery following a covered mastectomy when the Insured Person elects breast reconstruction in connection with the mastectomy. The coverage shall include the following:

1. Reconstruction of the breast on which the mastectomy was performed;
2. Surgery and reconstruction of the other breast to produce symmetrical appearance;
3. Prostheses; and
4. Treatment of physical complications for all stages of mastectomy including lymphedemas.

Benefits will be provided upon recommendation of a Physician as determined by consultation between the Physician and the patient.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

PART [IX]  
EXCLUSIONS AND LIMITATIONS

No benefits will be paid for: a) loss or expense caused by, contributed to, or resulting from; or b) treatment, services or supplies for, at, or related to any of the following:

1. [Acne[, except as specifically provided in the policy].]
2. [Acupuncture[, except as specifically provided in the policy].]
3. [Addiction, such as:
  - [Caffeine addiction.]
  - [Non-chemical addiction, such as: gambling, sexual, spending, shopping, working and religious.]
  - [Codependency.]]
4. [[Behavioral problems.] [Conceptual handicap.] [Developmental delay or disorder or mental retardation.] [Intensive behavioral therapies, such as applied behavioral analysis.] [Learning disabilities.] [Milieu therapy.] [Parent-child problems.]  
  
[This exclusion does not apply to the treatment of any Mental Illness or Substance Use Disorder as defined in the policy.]]
5. [Biofeedback[, except as specifically provided in the policy].]
6. [Chronic pain disorders.]
7. [Circumcision.]
8. [Cosmetic procedures, except [as specifically provided in the policy or] reconstructive procedures to:
  - Correct an Injury or treat a Sickness for which benefits are otherwise payable under this policy. The primary result of the procedure is not a changed or improved physical appearance.
  - Treat or correct a Congenital Condition of a covered Dependent child.
  - Treat or correct Congenital Conditions of a Newborn Infant and Adopted Child.]
9. [Custodial Care.
  - Care provided in: rest homes, health resorts, homes for the aged, halfway houses, [college infirmaries] or places mainly for domiciliary or Custodial Care.
  - Extended care in treatment or substance abuse facilities for domiciliary or Custodial Care.]
10. [Dental treatment, except:
  - For accidental Injury to [Sound,] Natural Teeth.
  - As described under Dental Treatment in the policy.
  - [As specifically provided in the Schedule of Benefits.]]  
This exclusion does not apply to benefits specifically provided in Pediatric Dental Services.]
11. [Elective Surgery or Elective Treatment.]
12. Elective abortion, except to preserve the life of the female upon whom the abortion is performed.
13. [Flight in any kind of aircraft, except while riding as a passenger on a regularly scheduled flight of a commercial airline[, or chartered aircraft only while participating in a school sponsored [intercollegiate sport][activity]].]
14. [Foot care for the following[, except as specifically provided in the policy]:
  - [Flat foot conditions.]
  - [Supportive devices for the foot.]
  - [Subluxations of the foot.]

- [Fallen arches.]
- [Weak feet.]
- [Chronic foot strain.]
- [Routine foot care including the care, cutting and removal of [corns,] [calluses,] [toenails,] [and] [bunions (except capsular or bone surgery)].]

This exclusion does not apply to preventive foot care for Insured Persons with diabetes.]

15. [Health spa or similar facilities.] [Strengthening programs.]
16. [[Hearing examinations.] [Hearing aids.] Other treatment for hearing defects and hearing loss. "Hearing defects" means any physical defect of the ear which does or can impair normal hearing, apart from the disease process.  
  
This exclusion does not apply to:
  - Hearing defects or hearing loss as a result of an infection or Injury.
  - [Benefits specifically provided in the policy.]
17. [Hirsutism.] [Alopecia.]
18. [Hypnosis.]
19. [Immunizations, except as specifically provided in the policy.] [Preventive medicines or vaccines, except where required for treatment of a covered Injury or as specifically provided in the policy.]
20. [Injury caused by, contributed to, or resulting from the [addiction to or] use of:
  - [Alcohol.]
  - [Intoxicants.]
  - [Hallucinogenics.]
  - [Illegal drugs.]
  - Any drugs or medicines that are not taken in the recommended dosage or for the purpose prescribed by the Insured Person's Physician.]
21. [Injury or Sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation.]
22. [Injury or Sickness outside the United States and its possessions[, Canada] [or] [Mexico][, except [for a Medical Emergency] when traveling for [academic study abroad programs,] [business,] [or] [pleasure]].]
23. [Injuries occurring during practice or play of curricular or competitive sports activities as a member of the school sponsored sports team.]
24. [Investigational services.]
25. [Lipectomy.]
26. [[Marital] [or] [family] counseling.]
27. [Outpatient Physiotherapy, except when referred by the Student Health Center.]
28. [Participation in a riot or civil disorder. Commission of or attempt to commit a felony. [Fighting.]]
29. [Prescription Drugs, services or supplies as follows[, except as specifically provided in the policy]:
  - [Therapeutic devices or appliances, including: [hypodermic needles,] [syringes,] support garments and other non-medical substances, regardless of intended use, except as specifically provided in the policy.]
  - [Birth control and/or contraceptives, oral or other, whether medication or device[, regardless of intended use;] except as specifically provided in Preventive Care Services[ or except as specifically provided in the policy].]

- [Immunization agents, except as specifically provided in the policy.] [Biological sera.] [Blood or blood products administered on an outpatient basis.]
  - [Drugs labeled, "Caution - limited by federal law to investigational use" or experimental drugs.]
  - [Products used for cosmetic purposes.]
  - [Drugs used to treat or cure baldness.] [Anabolic steroids used for body building.]
  - [Anorectics - drugs used for the purpose of weight control.]
  - [Fertility agents, such as Parlodel, Pergonal, Clomid, Profasi, Metrodin, or Serophene.]
  - [Growth hormones, except to treat children with growth failure due to a pituitary disorder.]
  - [Refills in excess of the number specified or dispensed after one (1) year of date of the prescription.]]
30. [Reproductive/Infertility services including but not limited to the following[, except as specifically provided in the policy]:
- [Procreative counseling.]
  - [[Genetic counseling] [and] [genetic testing].]
  - [Cryopreservation of reproductive materials.] [Storage of reproductive materials.]
  - [Fertility tests.]
  - [Infertility treatment (male or female), including any services or supplies rendered for the purpose or with the intent of inducing conception.]
  - [Premarital examinations.]
  - [Impotence, organic or otherwise.]
  - [Female sterilization procedures, except as specifically provided in the policy.]
  - [Vasectomy.]
  - [Reversal of sterilization procedures.]
  - [Sexual reassignment surgery.]]
31. [Research or examinations relating to research studies, or any treatment for which the patient or the patient's representative must sign an informed consent document identifying the treatment in which the patient is to participate as a research study or clinical research study, except as specifically provided in the policy for Approved Clinical Trials.]
32. [[Routine eye examinations.] [Eye refractions.] [Eyeglasses.] [Contact lenses.] [Prescriptions or fitting of eyeglasses or contact lenses.] [Vision correction surgery.] [Treatment for visual defects and problems.]

This exclusion does not apply as follows:

- When due to a covered Injury or disease process.
  - To benefits specifically provided in Pediatric Vision Services.
  - [To benefits specifically provided in the policy.]
  - To the first pair of eyeglasses or contact lenses following cataract surgery which must be purchased within 90 days following surgery.]
33. [Routine Newborn Infant Care and well-baby nursery and related Physician charge, except as specifically provided in the policy.]
34. [Preventive care services, except as specifically provided in the policy, including:
- [Routine physical examinations and routine testing.]
  - [Preventive testing or treatment.]
  - [Screening exams or testing in the absence of Injury or Sickness.]]
35. [Services provided [normally without charge] by the Health Service of the Policyholder.] [Services covered or provided by the student health fee.]
36. [[Skeletal irregularities of one or both jaws, including orthognathia and mandibular retrognathia.] [Temporomandibular joint dysfunction.] [Deviated nasal septum, including submucous resection and/or other surgical correction thereof.] [Nasal and sinus surgery, except for treatment of a covered Injury[ or treatment of chronic sinusitis].] [This exclusion does not apply to benefits specifically provided in the policy.]]
37. [Professional participation in the following activities: [Skiing.] [Snowboarding.] [Scuba diving.] [Surfing.] [Roller skating.] [Skateboarding.] [Riding in a rodeo.]]



38. [Professional participation in the following activities: [Skydiving.] [Parachuting.] [Hang gliding.] [Glider flying.] [Parasailing.] [Sail planing.] [Bungee jumping.]]
39. [Sleep disorders[, except as specifically provided in the policy].]
40. [Speech therapy, except as specifically provided in the policy.] [Naturopathic services.]
41. [Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional.]
42. [Suicide or attempted suicide while sane or insane[ (including drug overdose)].] [Intentionally self-inflicted Injury.]
43. [Supplies, except as specifically provided in the policy.]
44. [Surgical breast reduction, breast augmentation, breast implants or breast prosthetic devices, [or gynecomastia,] except as specifically provided in the policy.]
45. [Professional participation in or related to any: Travel in or upon, sitting in or upon, alighting to or from, or working on or around any:
  - [Motorcycle.]
  - [Recreational vehicle including but not limiting to: [two- or three-wheeled motor vehicle,] [four-wheeled all terrain vehicle (ATV),] [jet ski,] [ski cycle,] [or] [snowmobile].]
46. [Treatment in a Government hospital, unless there is a legal obligation for the Insured Person to pay for such treatment.]
47. [War or any act of war, declared or undeclared; or while in the armed forces of any country (a pro-rata premium will be refunded upon request for such period not covered).]
48. [Weight management.] [Weight reduction.] [Nutrition programs.] [Treatment for obesity [(except [surgery for] morbid obesity)].] [Surgery for removal of excess skin or fat.] [This exclusion does not apply to benefits specifically provided in the policy.]

**PART [X]**  
**IDAHO DEPARTMENT OF INSURANCE**  
**CONTACT INFORMATION**

You may contact the Idaho Department of Insurance at the following address:

Idaho Department of Insurance  
Consumer Affairs  
700 W. State Street, 3<sup>rd</sup> Floor  
P. O. Box 83720  
Boise, ID 87320-0043

Phone: (800) 721-3272 or (208) 334-4250

Website: [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

**PART IV  
SCHEDULE OF BENEFITS  
MEDICAL EXPENSE BENEFITS  
UNIVERSITY OF IDAHO - STUDENT PLAN  
2015-353-1  
INJURY AND SICKNESS BENEFITS  
METALLIC LEVEL: SILVER**

<b>Maximum Benefit</b>	<b>No Overall Maximum Dollar Limit (Per Insured Person, Per Policy Year)</b>
<b>Deductible Preferred Providers</b>	<b>\$750 (Per Insured Person, Per Policy Year)</b>
<b>Deductible Out-of-Network</b>	<b>\$1,500 (Per Insured Person, Per Policy Year)</b>
<b>Coinsurance Preferred Providers</b>	<b>70% except as noted below</b>
<b>Coinsurance Out-of-Network</b>	<b>50% except as noted below</b>
<b>Out-of-Pocket Maximum Preferred Providers</b>	<b>\$6,350 (Per Insured Person, Per Policy Year)</b>
<b>Out-of-Pocket Maximum Out-of-Network</b>	<b>\$20,000 (Per Insured Person, Per Policy Year)</b>

The Preferred Providers for this plan are First Choice in the states of Idaho, Washington and Montana and PHCS outside of those states.

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If the Covered Medical Expense is incurred for Emergency Services when due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. Covered Medical Expense incurred at a Preferred Provider facility by an Out-of-Network Provider will be paid at the Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

**Out-of-Pocket Maximum:** After the Out-of-Pocket Maximum has been satisfied, Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year subject to any benefit maximums or limits that may apply. Any applicable Copays or Deductibles will be applied to the Out-of-Pocket Maximum. Services that are not Covered Medical Expenses and the amount benefits are reduced for failing to comply with policy provisions or requirements do not count toward meeting the Out-of-Pocket Maximum.

**Note:** No benefits will be provided for treatment of non-cystic acne.

**Copays and Per Service Deductibles:** All Copays and per service Deductibles specified in the Schedule of Benefits are in addition to the Policy Deductible, except as specifically noted.

The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated.

<b>Inpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network Provider</b>
<b>Room &amp; Board Expense:</b>	Preferred Allowance \$150 Copay per Hospital Confinement	Usual and Customary Charges \$150 Deductible per Hospital Confinement
<b>Intensive Care:</b>	Preferred Allowance \$150 Copay per Hospital Confinement	Usual and Customary Charges \$150 Deductible per Hospital Confinement
<b>Hospital Miscellaneous Expenses:</b>	Preferred Allowance	Usual and Customary Charges
<b>Routine Newborn Care:</b>	Paid as any other Sickness	Paid as any other Sickness

<b>Inpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network Provider</b>
<b>Surgery:</b> <i>(If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.)</i>	Preferred Allowance	Usual and Customary Charges
<b>Assistant Surgeon Fees:</b>	Preferred Allowance	Usual and Customary Charges
<b>Anesthetist Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Registered Nurse's Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physician's Visits:</b>	Preferred Allowance	Usual and Customary Charges
<b>Pre-admission Testing:</b> <i>(Pre-admission testing must occur within 7 days prior to admission.)</i>	Preferred Allowance	Usual and Customary Charges

<b>Outpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network Provider</b>
<b>Surgery:</b> <i>(If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.)</i>	Preferred Allowance	Usual and Customary Charges
<b>Day Surgery Miscellaneous:</b> <i>(Day Surgery Miscellaneous charges are based on the Outpatient Surgical Facility Charge Index.)</i>	Preferred Allowance \$150 Copay per date of service	Usual and Customary Charges \$150 Deductible per date of service
<b>Assistant Surgeon Fees:</b>	Preferred Allowance	Usual and Customary Charges
<b>Anesthetist Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physician's Visits:</b> <i>(Includes coverage for travel immunizations.)</i>	Preferred Allowance	Usual and Customary Charges
<b>Physiotherapy:</b> <i>(Review of Medical Necessity will be performed after 12 visits per Injury or Sickness.) (Benefits are payable for Acupuncture under this benefit.)</i>	Preferred Allowance	Usual and Customary Charges
<b>Medical Emergency Expenses:</b> <i>(Treatment must be rendered within 72 hours from the time of Injury or first onset of Sickness.) (The Copay/per visit Deductible will be waived if admitted to the Hospital.) (The Copay/per visit Deductible is in lieu of Policy Deductible.)</i>	70% of Preferred Allowance \$150 Copay per visit	70% of Usual and Customary Charges \$150 Deductible per visit
<b>Diagnostic X-ray Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Radiation Therapy:</b>	Preferred Allowance	Usual and Customary Charges
<b>Laboratory Procedures:</b>	Preferred Allowance	Usual and Customary Charges
<b>Tests &amp; Procedures:</b>	Preferred Allowance	Usual and Customary Charges
<b>Injections:</b>	Preferred Allowance	Usual and Customary Charges
<b>Chemotherapy:</b>	Preferred Allowance	Usual and Customary Charges
<b>Prescription Drugs:</b> <i>(Oral vaccines for typhoid are covered.)</i>	Magellan Rx Management \$20 Copay per prescription for generic drugs \$50 Copay per prescription for formulary drugs \$100 Copay per prescription for non-formulary drugs up to a 30 day supply per prescription <i>(Mail order is available through Magellan RX Management for up to a 90 day supply at 3 times the 31 day supply retail Copay.)</i>  If a retail Magellan RX Management pharmacy agrees to the same rates, terms and requirements associated with dispensing a 90 day supply, then up to a consecutive 90 day supply of a Prescription Drug at 3 times the copay that applies to a 31 day supply per prescription.	Usual and Customary Charges



Other	Preferred Provider	Out-of-Network Provider
<b>Ambulance Services:</b>	Preferred Allowance	70% of Usual and Customary Charges
<b>Durable Medical Equipment:</b> <i>(Benefits include prosthetic devices.)</i>	Preferred Allowance	Usual and Customary Charges
<b>Consultant Physician Fees:</b>	Preferred Allowance	Usual and Customary Charges
<b>Dental Treatment:</b> <i>(Benefits paid on Injury to Sound, Natural Teeth only.)</i>	70% of Usual and Customary Charges	70% of Usual and Customary Charges
<b>Mental Illness Treatment:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Substance Use Disorder Treatment:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Maternity:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Complications of Pregnancy:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Preventive Care Services:</b> <i>(No Deductible, Copays or Coinsurance will be applied when the services are received from a Preferred Provider.)</i>	100% of Preferred Allowance	Usual and Customary Charges
<b>Reconstructive Breast Surgery Following Mastectomy:</b> <i>(See Benefits for Reconstructive Breast Surgery Following Mastectomy)</i>	Paid as any other Sickness	Paid as any other Sickness
<b>Diabetes Services:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>High Cost Procedures:</b>	Preferred Allowance \$200 Copay per procedure	Usual and Customary Charges \$200 Deductible per procedure
<b>Home Health Care:</b>	Preferred Allowance	Usual and Customary Charges
<b>Hospice Care:</b>	Preferred Allowance	Usual and Customary Charges
<b>Inpatient Rehabilitation Facility:</b>	Preferred Allowance	Usual and Customary Charges
<b>Skilled Nursing Facility:</b>	Preferred Allowance	Usual and Customary Charges
<b>Urgent Care Center:</b>	Preferred Allowance	Usual and Customary Charges
<b>Hospital Outpatient Facility or Clinic:</b>	Preferred Allowance	Usual and Customary Charges
<b>Approved Clinical Trials:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Transplantation Services:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>*Pediatric Dental and Vision Services:</b>	See endorsements attached for Pediatric Dental and Vision Services benefits	
<b>Sleep Disorders:</b> <i>(Testing, treatment and Durable Medical Equipment are covered.)</i>	Paid as any other Sickness	Paid as any other Sickness
<b>Repatriation:</b>	Benefits provided by UnitedHealthcare Global	Benefits provided by UnitedHealthcare Global
<b>Medical Evacuation:</b>	Benefits provided by UnitedHealthcare Global	Benefits provided by UnitedHealthcare Global

SHC Referral Required: Yes ( ) No (X)

Continuation Permitted: Yes ( ) No (X)

( ) 52 Week Benefit Period or ( ) Extension of Benefits

Pre Admission Notification: Yes ( ) No (X)

Other Insurance: (X) \*Coordination of Benefits ( ) Primary Insurance

\*If benefit is designated, see endorsement attached.

**PART IV  
SCHEDULE OF BENEFITS  
MEDICAL EXPENSE BENEFITS  
UNIVERSITY OF IDAHO – INTERNATIONAL STUDENTS  
2015-353-4  
INJURY AND SICKNESS BENEFITS  
METALLIC LEVEL: SILVER**

<b>Maximum Benefit</b>	<b>No Overall Maximum Dollar Limit (Per Insured Person, Per Policy Year)</b>
<b>Deductible Preferred Providers</b>	<b>\$500 (Per Insured Person, Per Policy Year)</b>
<b>Deductible Out-of-Network</b>	<b>\$1,000 (Per Insured Person, Per Policy Year)</b>
<b>Coinsurance Preferred Providers</b>	<b>75% except as noted below</b>
<b>Coinsurance Out-of-Network</b>	<b>50% except as noted below</b>
<b>Out-of-Pocket Maximum Preferred Providers</b>	<b>\$6,350 (Per Insured Person, Per Policy Year)</b>
<b>Out-of-Pocket Maximum Out-of-Network</b>	<b>\$20,000 (Per Insured Person, Per Policy Year)</b>

The Preferred Providers for this plan are First Choice in the states of Idaho, Washington and Montana and PHCS outside of those states.

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If the Covered Medical Expense is incurred for Emergency Services when due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. Covered Medical Expense incurred at a Preferred Provider facility by an Out-of-Network Provider will be paid at the Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

**Out-of-Pocket Maximum:** After the Out-of-Pocket Maximum has been satisfied, Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year subject to any benefit maximums or limits that may apply. Any applicable Copays or Deductibles will be applied to the Out-of-Pocket Maximum. Services that are not Covered Medical Expenses and the amount benefits are reduced for failing to comply with policy provisions or requirements do not count toward meeting the Out-of-Pocket Maximum.

**Note:** No benefits will be provided for treatment of non-cystic acne.

**Copays and Per Service Deductibles:** All Copays and per service Deductibles specified in the Schedule of Benefits are in addition to the Policy Deductible, except as specifically noted.

The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated.

<b>Inpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network Provider</b>
<b>Room &amp; Board Expense:</b>	Preferred Allowance \$150 Copay per Hospital Confinement	Usual and Customary Charges \$150 Deductible per Hospital Confinement
<b>Intensive Care:</b>	Preferred Allowance \$150 Copay per Hospital Confinement	Usual and Customary Charges \$150 Deductible per Hospital Confinement
<b>Hospital Miscellaneous Expenses:</b>	Preferred Allowance	Usual and Customary Charges
<b>Routine Newborn Care:</b>	Paid as any other Sickness	Paid as any other Sickness

Inpatient	Preferred Provider	Out-of-Network Provider
<b>Surgery:</b> <i>(If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.)</i>	Preferred Allowance	Usual and Customary Charges
<b>Assistant Surgeon Fees:</b>	Preferred Allowance	Usual and Customary Charges
<b>Anesthetist Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Registered Nurse's Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physician's Visits:</b>	Preferred Allowance	Usual and Customary Charges
<b>Pre-admission Testing:</b> <i>(Pre-admission testing must occur within 7 days prior to admission.)</i>	Preferred Allowance	Usual and Customary Charges

Outpatient	Preferred Provider	Out-of-Network Provider
<b>Surgery:</b> <i>(If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.)</i>	Preferred Allowance	Usual and Customary Charges
<b>Day Surgery Miscellaneous:</b> <i>(Day Surgery Miscellaneous charges are based on the Outpatient Surgical Facility Charge Index.)</i>	Preferred Allowance \$150 Copay per date of service	Usual and Customary Charges \$150 Deductible per date of service
<b>Assistant Surgeon Fees:</b>	Preferred Allowance	Usual and Customary Charges
<b>Anesthetist Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physician's Visits:</b> <i>(Includes coverage for travel immunizations.)</i>	Preferred Allowance	Usual and Customary Charges
<b>Physiotherapy:</b> <i>(Review of Medical Necessity will be performed after 12 visits per Injury or Sickness.) (Benefits are payable for Acupuncture under this benefit.)</i>	Preferred Allowance	Usual and Customary Charges
<b>Medical Emergency Expenses:</b> <i>(Treatment must be rendered within 72 hours from the time of Injury or first onset of Sickness.) (The Copay/per visit Deductible will be waived if admitted to the Hospital.) (The Copay/per visit Deductible is in lieu of Policy Deductible.)</i>	75% of Preferred Allowance \$150 Copay per visit	75% of Usual and Customary Charges \$150 Deductible per visit
<b>Diagnostic X-ray Services:</b>	Preferred Allowance	Usual and Customary Charges
<b>Radiation Therapy:</b>	Preferred Allowance	Usual and Customary Charges
<b>Laboratory Procedures:</b>	Preferred Allowance	Usual and Customary Charges
<b>Tests &amp; Procedures:</b>	Preferred Allowance	Usual and Customary Charges
<b>Injections:</b>	Preferred Allowance	Usual and Customary Charges
<b>Chemotherapy:</b>	Preferred Allowance	Usual and Customary Charges
<b>Prescription Drugs:</b> <i>(Oral vaccines for typhoid are covered.)</i>	Magellan Rx Management \$30 Copay per prescription for generic drugs \$60 Copay per prescription for formulary drugs \$100 Copay per prescription for non-formulary drugs up to a 30 day supply per prescription <i>(Mail order is available through Magellan RX Management for up to a 90 day supply at 3 times the 31 day supply retail Copay.)</i>  If a retail Magellan RX Management pharmacy agrees to the same rates, terms and requirements associated with dispensing a 90 day supply, then up to a consecutive 90 day supply of a Prescription Drug at 3 times the copay that applies to a 31 day supply per prescription.	Usual and Customary Charges



<b>Other</b>	<b>Preferred Provider</b>	<b>Out-of-Network Provider</b>
<b>Ambulance Services:</b>	Preferred Allowance	75% of Usual and Customary Charges
<b>Durable Medical Equipment:</b> <i>(Benefits include prosthetic devices.)</i>	Preferred Allowance	Usual and Customary Charges
<b>Consultant Physician Fees:</b>	Preferred Allowance	Usual and Customary Charges
<b>Dental Treatment:</b> <i>(Benefits paid on Injury to Sound, Natural Teeth only.)</i>	75% of Usual and Customary Charges	75% of Usual and Customary Charges
<b>Mental Illness Treatment:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Substance Use Disorder Treatment:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Maternity:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Complications of Pregnancy:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Preventive Care Services:</b> <i>(No Deductible, Copays or Coinsurance will be applied when the services are received from a Preferred Provider.)</i>	100% of Preferred Allowance	Usual and Customary Charges
<b>Reconstructive Breast Surgery Following Mastectomy:</b> <i>(See Benefits for Reconstructive Breast Surgery Following Mastectomy)</i>	Paid as any other Sickness	Paid as any other Sickness
<b>Diabetes Services:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>High Cost Procedures:</b>	Preferred Allowance \$200 Copay per procedure	Usual and Customary Charges \$200 Deductible per procedure
<b>Home Health Care:</b>	Preferred Allowance	Usual and Customary Charges
<b>Hospice Care:</b>	Preferred Allowance	Usual and Customary Charges
<b>Inpatient Rehabilitation Facility:</b>	Preferred Allowance	Usual and Customary Charges
<b>Skilled Nursing Facility:</b>	Preferred Allowance	Usual and Customary Charges
<b>Urgent Care Center:</b>	Preferred Allowance	Usual and Customary Charges
<b>Hospital Outpatient Facility or Clinic:</b>	Preferred Allowance	Usual and Customary Charges
<b>Approved Clinical Trials:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Transplantation Services:</b>	Paid as any other Sickness	Paid as any other Sickness
<b>*Pediatric Dental and Vision Services:</b>	See endorsements attached for Pediatric Dental and Vision Services benefits	See endorsements attached for Pediatric Dental and Vision Services benefits
<b>Sleep Disorders:</b> <i>(Testing, treatment and Durable Medical Equipment are covered.)</i>	Paid as any other Sickness	Paid as any other Sickness
<b>Repatriation:</b>	Benefits provided by UnitedHealthcare Global	Benefits provided by UnitedHealthcare Global
<b>Medical Evacuation:</b>	Benefits provided by UnitedHealthcare Global	Benefits provided by UnitedHealthcare Global

SHC Referral Required: Yes ( ) No (X)

Continuation Permitted: Yes ( ) No (X)

( ) 52 Week Benefit Period or ( ) Extension of Benefits

Pre Admission Notification: Yes ( ) No (X)

Other Insurance: (X) \*Coordination of Benefits ( ) Primary Insurance

\*If benefit is designated, see endorsement attached.

# UNITED HEALTHCARE INSURANCE COMPANY

## POLICY ENDORSEMENT

It is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

### COORDINATION OF BENEFITS PROVISION

#### Definitions

- (1) **Allowable Expenses:** Any health care expense, including Coinsurance, or Copays and without reduction for any applicable Deductible that is covered in full or in part by any of the Plans covering the Insured Person. If a Plan is advised by an Insured Person that all Plans covering the Insured Person are high-deductible health plans and the Insured Person intends to contribute to a health savings account established in accordance with section 223 of the Internal Revenue Code of 1986, the primary high-deductible health plan's deductible is not an allowable expense, except for any health care expense incurred that may not be subject to the deductible as described in s 223(c)(2)(C) of the Internal Revenue Code of 1986. If a Plan provides benefits in the form of services, the reasonable cash value of each service is considered an allowable expense and a benefit paid. An expense or service or a portion of an expense or service that is not covered by any of the plans is not an allowable expense. Any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging an Insured Person is not an allowable expense. Expenses that are not allowable include all of the following.
- (a) The difference between the cost of a semi-private hospital room and a private hospital room, unless one of the Plans provides coverage for private hospital rooms.
  - (b) For Plans that compute benefit payments on the basis of usual and customary fees or relative value schedule reimbursement or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specified benefit.
  - (c) For Plans that provide benefits or services on the basis of negotiated fees, any amount in excess of the highest of the negotiated fees.
  - (d) If one Plan calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement or other similar reimbursement methodology and another Plan calculates its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans. However, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the provider's contract permits, that negotiated fee or payment shall be the allowable expense used by the Secondary Plan to determine its benefits.

The amount of any benefit reduction by the Primary Plan because an Insured Person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of Plan provisions include second surgical opinions, precertification of admission, and preferred provider arrangements.

- (2) **Plan:** A form of coverage with which coordination is allowed.

Plan includes all of the following:

- (a) Group and nongroup insurance contracts and subscriber contracts.
- (b) Uninsured arrangements of group or group-type coverage.
- (c) Group and nongroup coverage through closed panel plans.
- (d) Group-type contracts, including blanket contracts.
- (e) The medical care components of long-term care contracts, such as skilled nursing care.
- (f) The medical benefits coverage in automobile no fault and traditional automobile fault type contracts.



- (g) Medicare or other governmental benefits, as permitted by law, except for Medicare supplement coverage. That part of the definition of plan may be limited to the hospital, medical, and surgical benefits of the governmental program.

Plan does not include any of the following:

- (a) Hospital indemnity coverage benefits or other fixed indemnity coverage.
  - (b) Accident only coverage.
  - (c) Limited benefit health coverage as defined by state law.
  - (d) Specified disease or specified accident coverage.
  - (e) School accident-type coverages that cover students for accidents only, including athletic injuries, either on a twenty four hour basis or on a "to and from school" basis;
  - (f) Benefits provided in long term care insurance policies for non-medical services, for example, personal care, adult day care, homemaker services, assistance with activities of daily living, respite care, and custodial care or for contracts that pay a fixed daily benefit without regard to expenses incurred or the receipt of services.
  - (g) Medicare supplement policies.
  - (h) State Plans under Medicaid.
  - (i) A governmental plan, which, by law, provides benefits that are in excess of those of any private insurance plan or other nongovernmental plan.
- (3) **Primary Plan:** A Plan whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a primary plan if: 1) the Plan either has no order of benefit determination rules or its rules differ from those outlined in this Coordination of Benefits Provision; or 2) all Plans that cover the Insured Person use the order of benefit determination rules and under those rules the Plan determines its benefits first.
- (4) **Secondary Plan:** A Plan that is not the Primary Plan.
- (5) **We, Us or Our:** The Company named in the policy to which this endorsement is attached.

**Rules for Coordination of Benefits** - When an Insured Person is covered by two or more Plans, the rules for determining the order of benefit payments are outlined below.

The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.

If an Insured is covered by more than one Secondary Plan, the Order of Benefit Determination rules in this provision shall decide the order in which the Secondary Plan's benefits are determined in relation to each other. Each Secondary Plan shall take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plans, which has its benefits determined before those of that Secondary Plan.

A Plan that does not contain a coordination of benefits provision that is consistent with this provision is always primary unless the provisions of both Plans state that the complying Plan is primary. This does not apply to coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel plan to provide out of network benefits.

If the Primary Plan is a closed panel plan and the Secondary Plan is not a closed panel plan, the Secondary Plan shall pay or provide benefits as if it were the Primary Plan when an Insured Person uses a non-panel provider, except for emergency services or authorized referrals that are paid or provided by the Primary Plan.

A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.

Order of Benefit Determination - Each Plan determines its order of benefits using the first of the following rules that apply:

- (1) Non-Dependent/Dependent. The benefits of the Plan which covers the person as an employee, member or subscriber are determined before those of the Plan which covers the person as a Dependent. If the person is a Medicare beneficiary, and, as a result of the provisions of Title XVII of the Social Security Act and implementing regulations, Medicare is both (i) secondary to the plan covering the person as a dependent; and (ii) primary to the plan covering the person as other than a dependent, then the order of benefit is reversed. The plan covering the person as an employee, member, subscriber, policyholder or retiree is the secondary plan and the other plan covering the person as a dependent is the primary plan.
- (2) Dependent Child/Parents Married or Living Together. When this Plan and another Plan cover the same child as a Dependent of different persons, called "parents" who are married or are living together whether or not they have ever been married:
  - (a) the benefits of the Plan of the parent whose birthday falls earlier in a year exclusive of year of birth are determined before those of the Plan of the parent whose birthday falls later in that year.
  - (b) However, if both parents have the same birthday, the benefits of the Plan which covered the parent longer are determined before those of the Plan which covered the other parent for a shorter period of time.
- (3) Dependent Child/Parents Divorced, Separated or Not Living Together. If two or more Plans cover a person as a Dependent child of parents who are divorced or separated or are not living together, whether or not they have ever been married, benefits for the child are determined in this order:

If the specific terms of a court decree state that one of the parents is responsible for the health care services or expenses of the child and that Plan has actual knowledge of those terms, that Plan is Primary. If the parent with financial responsibility has no coverage for the child's health care services or expenses, but that parent's spouse does, the spouse's Plan is Primary. This item shall not apply with respect to any Plan year during which benefits are paid or provided before the entity has actual knowledge of the court decree provision.

If a court decree states that both parents are responsible for the child's health care expenses or coverage, the order of benefit shall be determined in accordance with part (2).

If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or coverage of the child, the order of benefits shall be determined in accordance with the rules in part (2).

If there is no court decree allocating responsibility for the child's health care expenses or coverage, the order of benefits are as follows:

- (a) First, the Plan of the parent with custody of the child.
  - (b) Then Plan of the spouse of the parent with the custody of the child.
  - (c) The Plan of the parent not having custody of the child.
  - (d) Finally, the Plan of the spouse of the parent not having custody of the child.
- (4) Dependent Child/Non-Parental Coverage. If a Dependent child is covered under more than one Plan of individuals who are not the parents of the child, the order of benefits shall be determined, as applicable, as if those individuals were parents of the child.
  - (5) Active/Inactive Employee. The benefits of a Plan which covers a person as an employee who is neither laid off nor retired (or as that employee's Dependent) are determined before those of a Plan which covers that person as a laid off or retired employee (or as that employee's Dependent). If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.



- (6) COBRA or State Continuation Coverage. If a person whose coverage is provided under COBRA or under a right of continuation pursuant to federal or state law also is covered under another Plan, the following shall be the order of benefit determination:
- (a) First, the benefits of a Plan covering the person as an employee, member or subscriber or as that person's Dependent.
  - (b) Second, the benefits under the COBRA or continuation coverage.
  - (c) If the other Plan does not have the rule described here and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.
- (7) Longer/Shorter Length of Coverage. If none of the above rules determines the order of benefits, the benefits of the Plan which covered an employee, member or subscriber longer are determined before those of the Plan which covered that person for the shorter time.

If none of the provisions stated above determine the Primary Plan, the Allowable Expenses shall be shared equally between the Plans.

**Effect on Benefits** - When Our Plan is secondary, We may reduce Our benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to the Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its Plan Deductible any amounts it would have credited to its Deductible in the absence of other health care coverage.

**Right to Recovery and Release of Necessary Information** - For the purpose of determining applicability of and implementing the terms of this Provision, We may, without further consent or notice, release to or obtain from any other insurance company or organization any information, with respect to any person, necessary for such purposes. Any person claiming benefits under Our coverage shall give Us the information We need to implement this Provision. We will give notice of this exchange of claim and benefit information to the Insured Person when any claim is filed.

**Facility of Payment and Recovery** - Whenever payments which should have been made under our Coverage have been made under any other Plans, We shall have the right to pay over to any organizations that made such other payments, any amounts that are needed in order to satisfy the intent of this Provision. Any amounts so paid will be deemed to be benefits paid under Our coverage. To the extent of such payments, We will be fully discharged from Our liability.

Whenever We have made payments with respect to Allowable Expenses in total amount at any time, which are more than the maximum amount of payment needed at that time to satisfy the intent of this Provision, We may recover such excess payments. Such excess payments may be received from among one or more of the following, as We determine: any persons to or for or with respect to whom such payments were made, any other insurers, service plans or any other organizations.



President

This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.



## UNITED HEALTHCARE INSURANCE COMPANY POLICY RIDER

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this rider is attached is amended as follows:

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

#### Loss of Life, Limb or Sight

If such Injury shall independently of all other causes and within [90 - 365] days from the date of Injury solely result in any one of the following specific losses, the Insured Person or beneficiary may request the Company to pay the applicable amount below in addition to payment under the "Medical Expense Benefits" provisions..

#### For Loss Of:

[Life	\$[500 - 25,000.00]
Both Hands, Both Feet, or Sight of Both Eyes	\$[500 - 25,000.00]
One Hand [and] One Foot	\$[500 - 25,000.00]
Either One Hand or One Foot and Sight of One Eye	\$[500 - 25,000.00]
One Hand or One Foot or Sight of One Eye	\$[500 - 25,000.00]
[Entire Thumb and Index Finger of Either Hand	\$[500 - 25,000.00]]

Loss shall mean with regard to hands and feet, dismemberment by severance at or above the wrist or ankle joint; with regard to eyes, entire and irrecoverable loss of sight. Only one specific loss (the greater) resulting from any one Injury will be paid.]

[Life	\$[500 - 25,000.00]
Two or More Members	\$[500 - 25,000.00]
One Member	\$[500 - 25,000.00]
[Thumb or Index Finger	\$[500 - 25,000.00]]

Member means hand, arm, foot, leg, or eye. Loss shall mean with regard to hands or arms and feet or legs, dismemberment by severance at or above the wrist or ankle joint; with regard to eyes, entire and irrecoverable loss of sight. Only one specific loss (the greater) resulting from any one Injury will be paid.



President

This rider takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

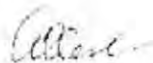
COL-14-ID END (6B)

**UNITED HEALTHCARE INSURANCE COMPANY**  
**POLICY RIDER**

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this rider is attached is amended as follows:

**[ACCIDENTAL] DEATH BENEFIT**

If an accidental Injury should independently of all other causes [and within [90 - 365] days from the date of Injury solely] result in the loss of the Insured's life, [or if a covered Sickness should result in the loss of the Insured's life,] the Insured's beneficiary may request the Company to pay \$[500 - 25,000] in addition to payment under any "Medical Expense Benefit" provision.



**President**

This rider takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (6E)

**UNITED HEALTHCARE INSURANCE COMPANY**  
**POLICY ENDORSEMENT**

It is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

**PRE-ADMISSION NOTIFICATION**

[The Monitoring Company] should be notified of all Hospital Confinements prior to admission.

1. **PRE-NOTIFICATION OF MEDICAL NON-EMERGENCY HOSPITALIZATIONS:** The patient, Physician or Hospital should telephone [1-877-295-0720] at least five working days prior to the planned admission.
2. **NOTIFICATION OF MEDICAL EMERGENCY ADMISSIONS:** The patient, patient's representative, Physician or Hospital should telephone [1-877-295-0720] within two working days of the admission, or as soon as reasonably possible, to provide notification of any admission due to Medical Emergency.

[The Monitoring Company] is open for Pre-Admission Notification calls from [8:00] a.m. to [6:00] p.m. [C.S.T.], Monday through Friday. Calls may be left on the Customer Service Department's voice mail after hours by calling [1-877-295-0720].

**IMPORTANT:** Failure to follow the notification procedures will not affect benefits otherwise payable under the policy; however, pre-notification is not a guarantee that benefits will be paid.



President

This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (7)

# UNITED HEALTHCARE INSURANCE COMPANY

## POLICY ENDORSEMENT

It is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

[STUDENT HEALTH CENTER (SHC)] [UNIVERSITY HEALTH SERVICE (UHS)] REFERRAL  
REQUIRED  
[STUDENTS ONLY]  
[OUTPATIENT SERVICES ONLY]

The student [and Spouse/Dependents]] [must] [should] use the services of the [Health Center] first where [outpatient] treatment will be administered or referral issued. Expenses incurred for medical treatment rendered outside of the [Student Health Center] for which no prior approval or referral is obtained [are excluded from coverage] [will be subject to [an additional] [a] \$[25 - 500] Deductible] [will be paid at [50 - 90]% of the benefits otherwise payable under the Schedule of Benefits]. A referral issued by the [SHC] must accompany the claim when submitted. Only one referral is required for each Injury or Sickness per Policy Year.

A [SHC] referral for outside care is not necessary only under any of the following conditions:

1. Medical Emergency. [The student must return to [SHC] for necessary follow-up care.]
2. When the [Student Health Center] is closed.]
3. When service is rendered at another facility during break or vacation periods.]
4. Medical care received when the student is more than [10 -50] miles from campus.]
5. Medical care obtained when a student is no longer able to use the [SHC] due to a change in student status.]
- 6.] Maternity, obstetrical and gynecological care.
7. [Mental Illness treatment] [and] [Substance Use Disorder treatment].]

[Dependents [Dependent children] are not eligible to use the [SHC]; and therefore, are exempt from the above limitations and requirements.]



President

This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (9A)

# UNITED HEALTHCARE INSURANCE COMPANY

## POLICY ENDORSEMENT

It is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

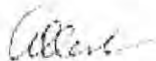
### [STUDENT HEALTH CENTER (SHC)] [UNIVERSITY HEALTH SERVICE (UHS)] REFERRAL REQUIRED [PHYSICIAN'S VISITS]

Insurance benefits for [Physician's Visits] are provided only upon referral by the [Student Health Center]. Expenses incurred for ["Physician's Visits"] for which no prior approval or referral is obtained [are excluded from coverage] [will be subject to [an additional] [a] \$[25 - 500] Deductible] [will be paid at [50 - 90]% of the benefits otherwise payable under the Schedule of Benefits]. A referral issued by the [SHC] must accompany the claim when submitted. Only one referral is required for each Injury or Sickness per Policy Year.

A [SHC] referral is not necessary only under any of the following conditions:

1. Medical Emergency. [The student must return to [SHC] for necessary follow-up care.]
2. When the [Student Health Center] is closed.]
3. When service is rendered at another facility during break or vacation periods.]
4. Medical care received when the student is more than [10 - 50] miles from campus.]
5. Medical care obtained when a student is no longer able to use the [SHC] due to a change in student status.]
- 6.] Maternity, obstetrical and gynecological care.
7. [Mental Illness treatment] [and] [Substance Use Disorder treatment].]

[Dependents [Dependent children] are not eligible to use the [SHC]; and therefore, are exempt from the above limitations and requirements.]



President

This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (9B)



# UNITED HEALTHCARE INSURANCE COMPANY

## POLICY ENDORSEMENT

It is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

**[STUDENT HEALTH CENTER (SHC)] [UNIVERSITY HEALTH SERVICE (UHS)] REFERRAL  
REQUIRED  
[STUDENTS ONLY]**

The student [and Spouse/[Dependents]] should use the services of the [Health Center] first where treatment will be administered or referral issued. Expenses incurred for medical treatment rendered outside of the [Student Health Center] for which no prior approval or referral is obtained will be paid at the Out-of-Network level of benefits as specified in the Schedule of Benefits. A referral issued by the [SHC] must accompany the claim when submitted. Only one referral is required for each Injury or Sickness per Policy Year.

A [SHC] referral for outside care is not necessary only under any of the following conditions.

1. Medical Emergency. [The student must return to [SHC] for necessary follow-up care.]
2. When the [Student Health Center] is closed.]
3. When service is rendered at another facility during break or vacation periods.]
4. Medical care received when the student is more than [10 – 50] miles from campus.]
5. Medical care obtained when a student is no longer able to use the [SHC] due to a change in student status.]
- 6.] Maternity, obstetrical and gynecological care.
7. [Mental Illness treatment] [and] [Substance Use Disorder treatment].]

[Dependents [Dependent children] are not eligible to use the [SHC]; and therefore, are exempt from the above limitations and requirements.]



President

This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (9D)

**UNITED HEALTHCARE INSURANCE COMPANY**  
**POLICY RIDER**

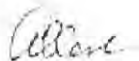
In consideration of the premium charged, it is hereby understood and agreed that the policy to which this rider is attached is amended as follows:

**DENTAL BENEFITS**

Benefits will be paid for the following specific procedures. Payment will not exceed [the maximum amount specified for each procedure]

[E]

[E] = Any dental procedure or service listed in the "Code for Most Frequently Reported Dental Procedures" published by the Journal of the American Dental Association



President

This rider takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (12)



**UNITED HEALTHCARE INSURANCE COMPANY**  
**POLICY RIDER**

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this rider is attached is amended as follows:

**STUDENT HEALTH CENTER**  
**[ROUTINE FOOT CARE TREATMENT]**

(Any service or treatment listed in the policy "Exclusions and Limitations")

Benefits will be paid for [routine foot care including the care, cutting, and removal of [corns,] [calluses,] [toenails,] and [bunions]] provided that [[the surgery is performed] [the treatment is rendered] at [the Student Health Center]] [or] [the Insured obtains a referral from the Student Health Center for outside treatment]. [The referral issued by the Student Health Center must accompany the claim when submitted.]



President

This rider takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

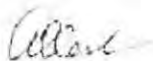
COL-14-ID END (14)

**UNITED HEALTHCARE INSURANCE COMPANY**  
**POLICY ENDORSEMENT**

It is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

**CONTINUATION PRIVILEGE**

All Insured Persons who have been continuously insured under the school's regular student policy for at least [3 - 12] [consecutive months][one semester] [or] [one quarter] and who no longer meet the Eligibility requirements under the Policy are eligible to continue their coverage for a period of not more than [[30 - 90] days] [[3 - 6] months] under the school's policy in effect. If an Insured Person is still eligible for continuation at the beginning of the next Policy Year, the Insured must purchase coverage under the new policy as chosen by the school. Coverage under the new policy is subject to the rates and benefits selected by the school for that Policy Year.



President

This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (16)

**UNITED HEALTHCARE INSURANCE COMPANY****POLICY RIDER**

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this rider is attached is amended as follows:

**[UnitedHealthcare Pharmacy (UHCP)] Prescription Drug Benefits**

Benefits are available for Prescription Drug Products at a Network Pharmacy as specified in the policy Schedule of Benefits subject to all terms of the policy and the provisions, definitions and exclusions specified in this rider.

**Copayment and/or Coinsurance Amount**

For Prescription Drug Products at a retail Network Pharmacy, Insured Persons are responsible for paying the lower of:

- The applicable Copayment and/or Coinsurance; or
- The Network Pharmacy's Usual and Customary Fee for the Prescription Drug Product.

[For Prescription Drug Products from a mail order Network Pharmacy, Insured Persons are responsible for paying the lower of:

- The applicable Copayment and/or Coinsurance; or
- The Prescription Drug Cost for that Prescription Drug Product.]

**Supply Limits**

Benefits for Prescription Drug Products are subject to supply limits as written by the Physician and the supply limits that are stated in the Schedule of Benefits. For a single Copayment and/or Coinsurance, the Insured may receive a Prescription Drug Product up to the stated supply limit.

When a Prescription Drug Product is packaged or designed to deliver in a manner that provides more than a consecutive 31-day supply, the Copayment and/or Coinsurance that applies will reflect the number of days dispensed.

[When a Prescription Drug Product is dispensed from a Mail Order Network Pharmacy, the Prescription Drug Product is subject to the supply limit stated in the Schedule of Benefits, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits.]

Note: Some products are subject to additional supply limits based on criteria that the Company has developed, subject to its periodic review and modification. The limit may restrict the amount dispensed per Prescription Order or Refill and/or the amount dispensed per month's supply or may require that a minimum amount be dispensed.

The Insured may determine whether a Prescription Drug Product has been assigned a maximum quantity level for dispensing [through the Internet at [www.uhcsr.com]] [or] by calling *Customer Service* at [the telephone number on the Insured's ID card] [1-855-828-7716].

**If a Brand-name Drug Becomes Available as a Generic**

If a Generic becomes available for a Brand-name Prescription Drug Product, the tier placement of the Brand-name Prescription Drug may change, and therefore the Copayment and/or Coinsurance may change [and an Ancillary Charge may apply]. The Insured will pay the Copayment and/or Coinsurance applicable for the tier to which the Prescription Drug is assigned.



**[Ancillary Charge**

An Ancillary Charge may apply when a covered Prescription Drug Product is dispensed at the Insured Person's [or the Physician's] request and there is another drug that is chemically the same available at a lower tier. When the Insured chooses the higher tiered drug of the two, the Insured will pay the difference between the higher tiered drug and the lower tiered drug in addition to the Copayment and/or Coinsurance that applies to the [lower tiered drug] [higher tier drug].

**Specialty Prescription Drug Products**

Benefits are provided for Specialty Prescription Drug Products [as specified in the policy Schedule of Benefits]. If the Insured requires Specialty Prescription Drug Products, the Company may direct the Insured to a Designated Pharmacy with whom the Company has an arrangement to provide those Specialty Prescription Drug Products.

If the Insured is directed to a Designated Pharmacy and chooses not to obtain their Specialty Prescription Drug Product from a Designated Pharmacy, the Insured will be responsible for the entire cost of the Prescription Drug Product.

Please see the Definitions Section for a full description of Specialty Prescription Drug Product and Designated Pharmacy.

The following supply limits apply to Specialty Prescription Drug Products.

As written by the Physician, up to a consecutive 31 day supply of a Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits.

When a Specialty Prescription Drug Product is packaged or designed to deliver in a manner that provides more than a consecutive 31 day supply, the Copayment and/or Coinsurance that applies will reflect the number of days dispensed.

Supply limits apply to Specialty Prescription Drug Products obtained at a Network Pharmacy[,] [mail-order Pharmacy] [or] [a Designated Pharmacy].

**[Designated Pharmacies**

If the Insured requires certain Prescription Drug Products[, including, but not limited to, Specialty Prescription Drug Products.] the Company may direct the Insured to a Designated Pharmacy with whom the Company has an arrangement to provide those Prescription Drug Products.

If the Insured is directed to a Designated Pharmacy and chooses not to obtain their Prescription Drug Product from a Designated Pharmacy, the Insured will be responsible for the entire cost of the Prescription Drug Product.]

**[Notification Requirements**

Before certain Prescription Drug Products are dispensed at a Network Pharmacy, either the Insured's Physician, Insured's pharmacist or the Insured is required to notify the Company or our designee. The reason for notifying the Company is to determine whether the Prescription Drug Product, in accordance with our approved guidelines, is each of the following:

- It meets the definition of a Covered Medical Expense.
- It is not an Experimental or Investigational or Unproven Service.

If the Company is not notified before the Prescription Drug Product is dispensed, the Insured may pay more for that Prescription Order or Refill. The Prescription Drugs requiring notification are subject to Company periodic review and modification. The Insured may determine whether a particular Prescription Drug requires notification through the Internet at [[www.uhcsr.com](http://www.uhcsr.com)] or by calling *Customer Service* at [the telephone number on the Insured's ID card] [1-855-828-7716].



If the Company is not notified before the Prescription Drug Product is dispensed, the Insured can ask the Company to consider reimbursement after the Insured receives the Prescription Drug Product. The Insured will be required to pay for the Prescription Drug Product at the pharmacy.

When the Insured submits a claim on this basis, the Insured may pay more because they did not notify the Company before the Prescription Drug Product was dispensed. The amount the Insured is reimbursed will be based on the Prescription Drug Cost, less the required Copayment and/or Coinsurance[, Ancillary Charge] and any Deductible that applies.

Benefits may not be available for the Prescription Drug Product after the Company reviews the documentation provided and determines that the Prescription Drug Product is not a Covered Medical Expense or it is an Experimental or Investigational or Unproven Service.]

#### **[Step Therapy**

Certain Prescription Drug Products for which benefits are provided are subject to step therapy requirements. This means that in order to receive benefits for such Prescription Drug Products an Insured is required to use a different Prescription Drug Product(s) first.

The Insured may determine whether a particular Prescription Drug Product is subject to step therapy requirements through the Internet at [[www.uhcsr.com](http://www.uhcsr.com)] or by calling *Customer Service* at [the telephone number on the Insured's ID card] [1-855-828-7716].]

#### **[Limitation on Selection of Pharmacies**

If the Company determines that an Insured Person may be using Prescription Drug Products in a harmful or abusive manner, or with harmful frequency, the Insured Person's selection of Network Pharmacies may be limited. If this happens, the Company may require the Insured to select a single Network Pharmacy that will provide and coordinate all future pharmacy services. Benefits will be paid only if the Insured uses the designated single Network Pharmacy. If the Insured does not make a selection within 31 days of the date the Company notifies the Insured, the Company will select a single Network Pharmacy for the Insured.]

#### **Coverage Policies and Guidelines**

The Company's Prescription Drug List ("PDL") Management Committee is authorized to make tier placement changes on its behalf. The PDL Management Committee makes the final classification of an FDA-approved Prescription Drug Product to a certain tier by considering a number of factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety or relative efficacy of the Prescription Drug Product, as well as whether supply limits or notification requirements should apply. Economic factors may include, but are not limited to, the Prescription Drug Product's acquisition cost including, but not limited to, available rebates and assessments on the cost effectiveness of the Prescription Drug Product.

Some Prescription Drug Products are more cost effective for specific indications as compared to others, therefore; a Prescription Drug may be listed on multiple tiers according to the indication for which the Prescription Drug Product was prescribed.

The Company may periodically change the placement of a Prescription Drug Product among the tiers. These changes generally will occur quarterly, but no more than six times per calendar year. These changes may occur without prior notice to the Insured.

When considering a Prescription Drug Product for tier placement, the PDL Management Committee reviews clinical and economic factors regarding Insured Persons as a general population. Whether a particular Prescription Drug Product is appropriate for an individual Insured Person is a determination that is made by the Insured Person and the prescribing Physician.

NOTE: The tier status of a Prescription Drug Product may change periodically based on the process described above. As a result of such changes, the Insured may be required to pay more or less for that Prescription Drug Product. Please access [www.uhcsr.com] through the Internet or call *Customer Service* [at the telephone number on the Insured's ID card] [1-855-828-7716] for the most up-to-date tier status.

### **Rebates and Other Payments**

The Company may receive rebates for certain drugs included on the Prescription Drug List. The Company does not pass these rebates on to the Insured Person, nor are they [applied to the Insured's Deductible or] taken into account in determining the Insured's Copayments and/or Coinsurance.

The Company, and a number of its affiliated entities, conducts business with various pharmaceutical manufacturers separate and apart from this Prescription Drug Rider. Such business may include, but is not limited to, data collection, consulting, educational grants and research. Amounts received from pharmaceutical manufacturers pursuant to such arrangements are not related to this Prescription Drug Benefit. The Company is not required to pass on to the Insured, and does not pass on to the Insured, such amounts.

### **Definitions**

**[Ancillary Charge** means a charge, in addition to the Copayment and/or Coinsurance, that the Insured is required to pay when a covered Prescription Drug Product is dispensed at the Insured's [or the Physician's] request, when a Chemically Equivalent Prescription Drug Product is available on a lower tier. For Prescription Drug Products from Network Pharmacies, the Ancillary Charge is calculated as the difference between the Prescription Drug Cost or MAC list price for Network Pharmacies for the Prescription Drug Product on the higher tier, and the Prescription Drug Cost or MAC list price of the Chemically Equivalent Prescription Drug Product available on the lower tier.]

**Brand-name** means a Prescription Drug: (1) which is manufactured and marketed under a trademark or name by a specific drug manufacturer; or (2) that the Company identifies as a Brand-name product, based on available data resources including, but not limited to, First DataBank, that classify drugs as either brand or generic based on a number of factors. The Insured should know that all products identified as a "brand name" by the manufacturer, pharmacy, or an Insured's Physician may not be classified as Brand-name by the Company.

**[Chemically Equivalent** means when Prescription Drug Products contain the same active ingredient.]

**[Designated Pharmacy** means a pharmacy that has entered into an agreement with the Company or with an organization contracting on the Company's behalf, to provide specific Prescription Drug Products[, including, but not limited to, Specialty Prescription Drug Products]. The fact that a pharmacy is a Network Pharmacy does not mean that it is a Designated Pharmacy.]

**[Experimental or Investigational Services** means medical, surgical, diagnostic, psychiatric, substance abuse or other health care services, technologies, supplies, treatments, procedures, drug therapies or devices that, at the time the Company makes a determination regarding coverage in a particular case, are determined to be any of the following:

- 1) Not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed use.
- 2) Subject to review and approval by any institutional review board for the proposed use. (Devices which are FDA approved under the *Humanitarian Use Device* exemption are not considered to be Experimental or Investigational.
- 3) The subject of an ongoing clinical trial that meets the definition of a Phase 1, 2 or 3 clinical trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight.

Exceptions:

- 1) Clinical trials for which benefits are specifically provided for in the policy.



- 2) If the Insured is not a participant in a qualifying clinical trial as specifically provided for in the policy, and has an Injury or Sickness that is likely to cause death within one year of the request for treatment) the Company may, in its discretion, consider an otherwise Experimental or Investigational Service to be a Covered Medical Expense for that Injury or Sickness. Prior to such a consideration, the Company must first establish that there is sufficient evidence to conclude that, albeit unproven, the service has significant potential as an effective treatment for that Sickness or Injury.]

**[Unproven Services** means services that are not consistent with conclusions of prevailing medical research which demonstrate that the health service has a beneficial effect on health outcomes and that are not based on trials that meet either of the following designs.

- 1) Well-conducted randomized controlled trials. (Two or more treatments are compared to each other, and the patient is not allowed to choose which treatment is received.)
- 2) Well-conducted cohort studies. (Patients who receive study treatment are compared to a group of patients who receive standard therapy. The comparison group must be nearly identical to the study treatment group.)

Decisions about whether to cover new technologies, procedures and treatments will be consistent with conclusions of prevailing medical research, based on well-conducted randomized trials or cohort studies, as described.

If the Insured has a life-threatening Injury or Sickness (one that is likely to cause death within one year of the request for treatment) the Company may, in its discretion, consider an otherwise Unproven Service to be a Covered Medical Expense for that Injury or Sickness. Prior to such a consideration, the Company must first establish that there is sufficient evidence to conclude that, albeit unproven, the service has significant potential as an effective treatment for that Sickness or Injury. ]

**Generic** means a Prescription Drug Product: (1) that is Chemically Equivalent to a Brand-name drug; or (2) that the Company identifies as a Generic product based on available data resources including, but not limited to, First DataBank, that classify drugs as either brand or generic based on a number of factors. The Insured should know that all products identified as a "generic" by the manufacturer, pharmacy or Insured's Physician may not be classified as a Generic by the Company.

**[Maximum Allowable Cost (MAC) List** means a list of Generic Prescription Drug Products that will be covered at a price level that the Company establishes. This list is subject to the Company's periodic review and modification.]

**Network Pharmacy** means a pharmacy that has:

- Entered into an agreement with the Company or an organization contracting on our behalf to provide Prescription Drug Products to Insured Persons.
- Agreed to accept specified reimbursement rates for dispensing Prescription Drug Products.
- Been designated by the Company as a Network Pharmacy.

**New Prescription Drug Product** means a Prescription Drug Product or new dosage form of a previously approved Prescription Drug Product, for the period of time starting on the date the Prescription Drug Product or new dosage form is approved by the U.S. Food and Drug Administration (FDA) and ending on the earlier of the following dates:

- The date it is assigned to a tier by our PDL Management Committee.
- December 31<sup>st</sup> of the following calendar year.

**Prescription Drug or Prescription Drug Product** means a medication, product or device that has been approved by the U.S. Food and Drug Administration and that can, under federal or state law, be dispensed only pursuant to a Prescription Order or Refill. A Prescription Drug Product includes a medication that, due to its characteristics, is appropriate for self-administration or administration by a non-skilled caregiver. For the purpose of the benefits under the policy, this definition includes insulin.



**Prescription Drug Cost** means the rate the Company has agreed to pay the Network Pharmacies, including a dispensing fee and any applicable sales tax, for a Prescription Drug Product dispensed at a Network Pharmacy.

**Prescription Drug List** means a list that categorizes into tiers medications, products or devices that have been approved by the U.S. Food and Drug Administration. This list is subject to the Company's periodic review and modification (generally quarterly, but no more than six times per calendar year). The Insured may determine to which tier a particular Prescription Drug Product has been assigned through the Internet at [www.uhcsr.com] or call *Customer Service* [at the telephone number on the Insured's ID card] [1-855-828-7716].

**Prescription Drug List Management Committee** means the committee that the Company designates for, among other responsibilities, classifying Prescription Drugs into specific tiers.

**[Specialty Prescription Drug Product** means Prescription Drug Products that are generally high cost, self-injectable biotechnology drugs used to treat patients with certain illnesses. Insured Persons may access a complete list of Specialty Prescription Drug Products through the Internet at [www.uhcsr.com] or call *Customer Service* [at the telephone number on the Insured's ID card] [1-855-828-7716].]

**[Therapeutically Equivalent** means when Prescription Drugs can be expected to produce essentially the same therapeutic outcome and toxicity.]

**Usual and Customary Fee** means the usual fee that a pharmacy charges individuals for a Prescription Drug Product without reference to reimbursement to the pharmacy by third parties. The Usual and Customary Fee includes a dispensing fee and any applicable sales tax.

#### **Additional Exclusions**

In addition to the policy Exclusions and Limitations, the following Exclusions apply:

1. Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
2. [Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which is less than the minimum supply limit.]
3. [Experimental or Investigational Services or Unproven Services and medications; medications used for experimental indications and/or dosage regimens determined by the Company to be experimental, investigational or unproven.]
4. [Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that the Company determines do not meet the definition of a Covered Medical Expense.]
5. [Certain New Prescription Drug Products and/or new dosage forms until the date they are reviewed and assigned to a tier by our PDL Management Committee.]
6. [Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration and requires a Prescription Order or Refill. Compounded drugs that are available as a similar commercially available Prescription Drug Product. (Compounded drugs that contain at least one ingredient that requires a Prescription Order or Refill are assigned to Tier-[2] [3] [4].)] [Any prescription medication that must be compounded into its final form by the dispensing pharmacist, Physician, or other health care provider.]

7. [Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless the Company has designated the over-the counter medication as eligible for coverage as if it were a Prescription Drug Product and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drug Products that are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent. Certain Prescription Drug Products that the Company has determined are Therapeutically Equivalent to an over-the-counter drug. Such determinations may be made up to six times during a calendar year, and the Company may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.]
8. [Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, even when used for the treatment of Sickness or Injury[, except as required by state mandate].]
9. [A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product.]
10. [A Prescription Drug Product that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug Product.]



President

This rider takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

COL-14-ID END (RX)

[7]

# UNITED HEALTHCARE INSURANCE COMPANY

## POLICY RIDER

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this rider is attached is amended as follows:

### **Pediatric Dental Services Benefits**

Benefits are provided under this rider for Covered Dental Services, as described below, for Insured Persons under the age of [19-21]. Benefits under this rider terminate on the earlier of: 1) [date] [last day of the month] [last day of the Policy Year] the Insured Person reaches the age of [19 - 21]; or 2) the date the Insured Person's coverage under the policy terminates.

#### **Section 1: Accessing Pediatric Dental Services**

##### **Network and Non-Network Benefits**

**Network Benefits** - these benefits apply when the Insured Person chooses to obtain Covered Dental Services from a Network Dental Provider. Insured Persons generally are required to pay less to the Network Dental Provider than they would pay for services from a non-Network provider. Network Benefits are determined based on the contracted fee for each Covered Dental Service. In no event, will the Insured Person be required to pay a Network Dental Provider an amount for a Covered Dental Service in excess of the contracted fee.

In order for Covered Dental Services to be paid as Network Benefits, the Insured must obtain all Covered Dental Services directly from or through a Network Dental Provider.

Insured Persons must always verify the participation status of a provider prior to seeking services. From time to time, the participation status of a provider may change. Participation status can be verified by calling the Company and/or the provider. If necessary, the Company can provide assistance in referring the Insured Person to a Network Dental Provider.

The Company will make a Directory of Network Dental Providers available to the Insured Person. The Insured Person can also call Customer Service at [877-816-3596] to determine which providers participate in the Network. The telephone number for Customer Service is also on the Insured's ID card.

**Non-Network Benefits** - these Benefits apply when Covered Dental Services are obtained from non-Network Dental Providers. Insured Persons generally are required to pay more to the provider than for Network Benefits. Non-Network Benefits are determined based on the Usual and Customary Fee for similarly situated Network Dental Providers for each Covered Dental Service. The actual charge made by a non-Network Dental Provider for a Covered Dental Service may exceed the Usual and Customary Fee. As a result, an Insured Person may be required to pay a non-Network Dental Provider an amount for a Covered Dental Service in excess of the Usual and Customary Fee. In addition, when Covered Dental Services are obtained from non-Network Dental Providers, the Insured must file a claim with the Company to be reimbursed for Eligible Dental Expenses.

##### **Covered Dental Services**

Benefits are eligible for Covered Dental Services listed in this rider if such Dental Services are Necessary and are provided by or under the direction of a Network Dental Provider.

Benefits are available only for Necessary Dental Services. The fact that a Dental Provider has performed or prescribed a procedure or treatment, or the fact that it may be the only available treatment for a dental disease, does not mean that the procedure or treatment is a Covered Dental Service under this rider.



**Pre-Treatment Estimate**

If the charge for a Dental Service is expected to exceed \$300 or if a dental exam reveals the need for fixed bridgework, the Insured Person may notify the Company of such treatment before treatment begins and receive a pre-treatment estimate. To receive a pre-treatment estimate, the Insured Person or Dental Provider should send a notice to the Company, via claim form, within 20 calendar days of the exam. If requested, the Dental Provider must provide the Company with dental x-rays, study models or other information necessary to evaluate the treatment plan for purposes of benefit determination.

The Company will determine if the proposed treatment is a Covered Dental Service and will estimate the amount of payment. The estimate of benefits payable will be sent to the Dental Provider and will be subject to all terms, conditions and provisions of the policy. Clinical situations that can be effectively treated by a less costly, clinically acceptable alternative procedure will be assigned a benefit based on the less costly procedure.

A pre-treatment estimate of benefits is not an agreement to pay for expenses. This procedure lets the Insured Person know in advance approximately what portion of the expenses will be considered for payment.

**[Pre-Authorization**

Pre-authorization is required for all orthodontic services. The Insured Person should speak to the Dental Provider about obtaining a pre-authorization before Dental Services are rendered. If the Insured Person does not obtain a pre-authorization, the Company has a right to deny the claim for failure to comply with this requirement.

If a treatment plan is not submitted, the Insured Person will be responsible for payment of any dental treatment not approved by the Company. Clinical situations that can be effectively treated by a less costly, clinically acceptable alternative procedure will be assigned a Benefit based on the less costly procedure.]

**Section 2: Benefits for Pediatric Dental Services**

Benefits are provided for the Dental Services stated in this Section when such services are:

- A. Necessary.
- B. Provided by or under the direction of a Dental Provider.
- C. Clinical situations that can be effectively treated by a less costly, dental appropriate alternative procedure will be assigned a Benefit based on the least costly procedure.
- D. Not excluded as described in Section 3: Pediatric Dental Services exclusions of this rider.

[Benefits for Covered Dental Services are subject to satisfaction of the Dental Services Deductible.]

**Network Benefits:**

Benefits for Eligible Dental Expenses are determined as a percentage of the negotiated contract fee between the Company and the provider rather than a percentage of the provider's billed charge. The Company's negotiated rate with the provider is ordinarily lower than the provider's billed charge.

A Network provider cannot charge the Insured Person or the Company for any service or supply that is not Necessary as determined by the Company. If the Insured Person agrees to receive a service or supply that is not Necessary, the Network provider may charge the Insured. However, these charges will not be considered Covered Dental Services and benefits will not be payable.

**Non-Network Benefits:**

Benefits for Eligible Dental Expenses from non-Network providers are determined as a percentage of Usual and Customary Fees. The Insured Person must pay the amount by which the non-Network provider's billed charge exceeds the Eligible Dental Expense.

**[Policy Deductible**

Benefits for pediatric Dental Services provided under this rider are subject to the Deductible stated in the policy Schedule of Benefits.]

**[Dental Services Deductible**

Benefits for pediatric Dental Services provided under this rider are not subject to the policy Deductible stated in the policy *Schedule of Benefits*. Instead, benefits for pediatric Dental Services are subject to a separate Dental Services

Deductible. [For Network Benefits, the Dental Services Deductible per Policy Year is [\$0 -\$2,000] per Insured Person[, not to exceed [\$0 - 4,000] for all Insured Persons in a family]. For Non-Network Benefits, the Dental Services Deductible per Policy Year is [\$0 -\$2,000] per Insured Person[, not to exceed [\$0 - 4,000] for all Insured Persons in a family].] [For any combination of Network and Non-Network Benefits, the Dental Services Deductible per Policy Year is [\$0 -\$2,000] per Insured Person[, not to exceed [\$0 - 4,000] for all Insured Persons in a family].

[The Dental Services Deductible does not apply to Diagnostic Services and/or Preventive Services.]

**Benefits**

[Dental Services Deductibles are calculated on a Policy Year basis.]

When Benefit limits apply, the limit stated refers to any combination of Network Benefits and Non-Network Benefits unless otherwise specifically stated.

Benefit limits are calculated on a Policy Year basis unless otherwise specifically stated.

**Benefit Description**

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
<b>Diagnostic Services - [(Not subject to payment of the [Dental Services] Deductible.)]</b>		
Intraoral Bitewing Radiographs (Bitewing X-ray) Limited to 1 set of films every 6 months.	[[50 – 100]%) [100% after a Copayment of \$[1 - 100]]	[[50 – 100]%)
Panorex Radiographs (Full Jaw X-ray) or Complete Series Radiographs (Full Set of X-rays) Limited to 1 film every 60 months.	[[50 – 100]%) [100% after a Copayment of \$[1 - 100]]	[[50 – 100]%)
Periodic Oral Evaluation (Check up Exam) Limited to 1 every 6 months. Covered as a separate Benefit only if no other service was done during the visit other than X-rays.	[[50 – 100]%) [100% after a Copayment of \$[1 - 100]]	[[50 – 100]%)
<b>Preventive Services - [(Not subject to payment of the [Dental Services] Deductible.)]</b>		
Dental Prophylaxis (Cleanings) Limited to 1 every 6 months.	[[50 – 100]%) [100% after a Copayment of \$[1 - 100]]	[[50 – 100]%)
Fluoride Treatments Limited to 2 treatments per 12 months. Treatment should be done in conjunction with dental prophylaxis.	[[50 – 100]%) [100% after a Copayment of \$[1 - 100]]	[[50 – 100]%)
Sealants (Protective Coating) Limited to one sealant per tooth every 36 months.	[[50 – 100]%) [100% after a Copayment of \$[1 - 100]]	[[50 – 100]%)
<b>[Space Maintainers - ][[Subject] [Not subject] to payment of the [Dental Services] Deductible.)]</b>		



<b>Benefit Description and Limitations</b>	<b>Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.</b>	<b>Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.</b>
Space Maintainers Limited to one per 60 months. Benefit includes all adjustments within 6 months of installation.	[[50 – 100] %] [100% after a Copayment of \$[1 - 100]]	[[50 - 80] %]
<b>Minor Restorative Services, Endodontics, Periodontics and Oral Surgery - [(Subject to payment of the [Dental Services] Deductible.)]</b>		
Amalgam Restorations (Silver Fillings) Multiple restorations on one surface will be treated as a single filling.	[[50 - 80] %] [100% after a Copayment of \$[1 - 300]]	[[50 - 80] %]
Composite Resin Restorations (Tooth Colored Fillings) For anterior (front) teeth only.	[[50 - 80] %] [100% after a Copayment of \$[1 - 300]]	[[50 - 80] %]
Periodontal Surgery (Gum Surgery) Limited to one quadrant or site per 36 months per surgical area.	[[50 - 80] %] [100% after a Copayment of \$[1 - 300]]	[[50 - 80] %]
Scaling and Root Planing (Deep Cleanings) Limited to once per quadrant per 24 months.	[[50 - 80] %] [100% after a Copayment of \$[1 - 300]]	[[50 - 80] %]
Periodontal Maintenance (Gum Maintenance) Limited to 4 times per 12 month period following active and adjunctive periodontal therapy, within the prior 24 months, exclusive of gross debridement.	[[50 - 80] %] [100% after a Copayment of \$[1 - 300]]	[[50 - 80] %]
Endodontics (root canal therapy) performed on anterior teeth, bicuspid, and molars Limited to once per tooth per lifetime. Endodontic Surgery	[[50 - 80] %] [100% after a Copayment of \$[1 - 800]]	[[50 - 80] %]
Simple Extractions (Simple tooth removal) Limited to 1 time per tooth per lifetime.	[[50 - 80] %] [100% after a Copayment of \$[1 - 300]]	[[50 - 80] %]
Oral Surgery, including Surgical Extraction	[[50 - 80] %] [100% after a Copayment of \$[1 - 300]]	[[50 - 80] %]
<b>Adjunctive Services - [(Subject to payment of the [Dental Services] Deductible.)]</b>		

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
<p>General Services (including Emergency Treatment of dental pain)</p> <p>Covered as a separate Benefit only if no other service was done during the visit other than X-rays. General anesthesia is covered when clinically necessary.</p>	<p>[[50 - 80]%</p> <p>[100% after a Copayment of \$[1 - 300]]</p>	<p>[[50 - 80]%</p>
<p>Occlusal guards for Insureds age 13 and older</p> <p>Limited to one guard every 12 months.</p>	<p>[[50 - 80]%</p> <p>[100% after a Copayment of \$[1 - 300]]</p>	<p>[[50 - 80]%</p>
<p><b>Major Restorative Services - [(Subject to payment of the [Dental Services] Deductible.)]</b></p>		
<p>Inlays/Onlays/Crowns (Partial to Full Crowns)</p> <p>Limited to once per tooth per 60 months. Covered only when silver fillings cannot restore the tooth.</p>	<p>[[50 - 80]%</p> <p>[100% after a Copayment of \$[1 - 800]]</p>	<p>[[50 - 80]%</p>
<p>Fixed Prosthetics (Bridges)</p> <p>Limited to once per tooth per 60 months. Covered only when a filling cannot restore the tooth.</p>	<p>[[50 - 80]%</p> <p>[100% after a Copayment of \$[1 - 800]]</p>	<p>[[50 - 80]%</p>
<p>Removable Prosthetics (Full or partial dentures)</p> <p>Limited to one per consecutive 60 months. No additional allowances for precision or semi-precision attachments.</p>	<p>[[50 - 80]%</p> <p>[100% after a Copayment of \$[1 - 800]]</p>	<p>[[50 - 80]%</p>
<p>Relining and Rebasing Dentures</p> <p>Limited to relining/rebasing performed more than 6 months after the initial insertion. Limited to once per 36 months.</p>	<p>[[50 - 80]%</p> <p>[100% after a Copayment of \$[1 - 800]]</p>	<p>[[50 - 80]%</p>
<p>Repairs or Adjustments to Full Dentures, Partial Dentures, Bridges, or Crowns</p> <p>Limited to repairs or adjustments performed more than 12 months after the initial insertion. Limited to one per 24 months.</p>	<p>[[50 - 80]%</p> <p>[100% after a Copayment of \$[1 - 800]]</p>	<p>[[50 - 80]%</p>
<p><b>Implants [(Subject to payment of the [Dental Services] Deductible.)]</b></p>		
<p>Implant Placement</p> <p>Limited to once per 60 months.</p>	<p>[[50 - 100]%</p> <p>[100% after a Copayment of \$[1 -</p>	<p>[[50 - 80]%</p>



Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
	800]]	
Implant Supported Prosthetics Limited to once per 60 months.	[[50 - 100]%) [100% after a Copayment of \$[1 - 800]]	[[50 - 80]%)
Implant Maintenance Procedures Includes removal of prosthesis, cleansing of prosthesis and abutments and reinsertion of prosthesis. Limited to once per 60 months.	[[50 - 100]%) [100% after a Copayment of \$[1 - 800]]	[[50 - 80]%)
Repair Implant Supported Prosthesis by Report Limited to once per 60 months.	[[50 - 100]%) [100% after a Copayment of \$[1 - 800]]	[[50 - 80]%)
Abutment Supported Crown (Titanium) or Retainer Crown for FPD - Titanium Limited to once per 60 months.	[[50 - 100]%) [100% after a Copayment of \$[1 - 800]]	[[50 - 80]%)
Repair Implant Abutment by Support Limited to once per 60 months.	[[50 - 100]%) [100% after a Copayment of \$[1 - 800]]	[[50 - 80]%)
Radiographic/Surgical Implant Index by Report Limited to once per 60 months.	[[50 - 100]%) [100% after a Copayment of \$[1 - 800]]	[[50 - 80]%)
<b>MEDICALLY NECESSARY ORTHODONTICS - [(Subject to payment of the [Dental Services] Deductible.)]</b>		
Benefits for comprehensive orthodontic treatment are approved by the Company, only in those instances that are related to an identifiable syndrome such as cleft lip and or palate, Crouzon's syndrome, Treacher-Collins syndrome, Pierre-Robin syndrome, hemi-facial atrophy, hemi-facial hypertrophy; or other severe craniofacial deformities which result in a physically handicapping malocclusion as determined by the Company's dental consultants. Benefits are not available for comprehensive orthodontic treatment for crowded dentitions (crooked teeth), excessive spacing between teeth, temporomandibular joint (TMJ) conditions and/or having horizontal/vertical (overjet/overbite) discrepancies. [All orthodontic treatment must be prior authorized.]		
[Orthodontic Services] [Services or supplies furnished by a Dental Provider in order to diagnose or correct misalignment of the teeth or the bite. Benefits are available only when the service or supply is determined to be medically necessary.]	[[0% - 100]%)	[[0% - 100]%)

### Section 3: Pediatric Dental Exclusions

The following Exclusions are in addition to those listed in the EXCLUSIONS AND LIMITATIONS of the policy.

Except as may be specifically provided under Section 2: Benefits for Covered Dental Services, benefits are not provided under this rider for the following:

1. Any Dental Service or Procedure not listed as a Covered Dental Service in Section 2: Benefits for Covered Dental Services.
2. Dental Services that are not Necessary.
3. Hospitalization or other facility charges.
4. Any Dental Procedure performed solely for cosmetic/aesthetic reasons. (Cosmetic procedures are those procedures that improve physical appearance.)
5. Reconstructive surgery, regardless of whether or not the surgery is incidental to a dental disease, Injury, or Congenital Condition, when the primary purpose is to improve physiological functioning of the involved part of the body.
6. Any Dental Procedure not directly associated with dental disease.
7. Any Dental Procedure not performed in a dental setting.
8. Procedures that are considered to be Experimental or Investigational or Unproven Services. This includes pharmacological regimens not accepted by the *American Dental Association (ADA) Council on Dental Therapeutics*. The fact that an Experimental, or Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in benefits if the procedure is considered to be Experimental or Investigational or Unproven in the treatment of that particular condition.
9. Drugs/medications, obtainable with or without a prescription, unless they are dispensed and utilized in the dental office during the patient visit.
10. Setting of facial bony fractures and any treatment associated with the dislocation of facial skeletal hard tissue.
11. Treatment of benign neoplasms, cysts, or other pathology involving benign lesions, except excisional removal. Treatment of malignant neoplasms or Congenital Conditions of hard or soft tissue, including excision.
12. Replacement of complete dentures, fixed and removable partial dentures or crowns and implants, implant crowns and prosthesis if damage or breakage was directly related to provider error. This type of replacement is the responsibility of the Dental Provider. If replacement is Necessary because of patient non-compliance, the patient is liable for the cost of replacement.
13. Services related to the temporomandibular joint (TMJ), either bilateral or unilateral. Upper and lower jaw bone surgery (including surgery related to the temporomandibular joint). Orthognathic surgery, jaw alignment, and treatment for the temporomandibular joint.
14. Charges for failure to keep a scheduled appointment without giving the dental office 24 hours notice.
15. Expenses for Dental Procedures begun prior to the Insured Person's Effective Date of coverage.
16. Dental Services otherwise covered under the policy, but rendered after the date individual coverage under the policy terminates, including Dental Services for dental conditions arising prior to the date individual coverage under the policy terminates.
17. Services rendered by a provider with the same legal residence as the Insured Person or who is a member of the Insured Person's family, including spouse, brother, sister, parent or child.
18. Foreign Services are not covered unless required for a Dental Emergency.
19. Fixed or removable prosthodontic restoration procedures for complete oral rehabilitation or reconstruction.
20. Attachments to conventional removable prostheses or fixed bridgework. This includes semi-precision or precision attachments associated with partial dentures, crown or bridge abutments, full or partial



overdentures, any internal attachment associated with an implant prosthesis, and any elective endodontic procedure related to a tooth or root involved in the construction of a prosthesis of this nature.

21. Procedures related to the reconstruction of a patient's correct vertical dimension of occlusion (VDO).
22. Occlusal guards used as safety items or to affect performance primarily in sports-related activities.
23. Placement of fixed partial dentures solely for the purpose of achieving periodontal stability.
24. Acupuncture; acupressure and other forms of alternative treatment, whether or not used as anesthesia.

#### **Section 4: Claims for Pediatric Dental Services**

When obtaining Dental Services from a non-Network provider, the Insured Person will be required to pay all billed charges directly to the Dental Provider. The Insured Person may then seek reimbursement from the Company. The Insured Person must provide the Company with all of the information identified below.

##### **Reimbursement for Dental Services**

The Insured Person is responsible for sending a request for reimbursement to the Company, on a form provided by or satisfactory to the Company.

**Claim Forms.** It is not necessary to include a claim form with the proof of loss. However, the proof must include all of the following information:

- Insured Person's name and address.
- Insured Person's identification number.
- The name and address of the provider of the service(s).
- A diagnosis from the Dental Provider including a complete dental chart showing extractions, fillings or other dental services rendered before the charge was incurred for the claim.
- Radiographs, lab or hospital reports.
- Casts, molds or study models.
- Itemized bill which includes the *CPT* or *ADA* codes or description of each charge.
- The date the dental disease began.
- A statement indicating that the Insured Person is or is not enrolled for coverage under any other health or dental insurance plan or program. If enrolled for other coverage the Insured Person must include the name of the other carrier(s).

To file a claim, submit the above information to the Company at the following address:

UnitedHealthcare Dental  
 Attn: Claims Unit  
 [P.O. Box 30567]  
 [Salt Lake City, UT 84130-0567]

If the Insured Person would like to use a claim form, the Insured Person can request one be mailed by calling Customer Service at [1-877-816-3596]. This number is also listed on the Insured's [Dental] ID Card. If the Insured does not receive the claim form within 15 calendar days of the request, the proof of loss may be submitted with the information stated above.

#### **Section 5: Defined Terms for Pediatric Dental Services**

The following definitions are in addition to those listed in PART III, DEFINITIONS of the policy:

**Covered Dental Service** – a Dental Service or Dental Procedure for which benefits are provided under this rider.

**Dental Emergency** - a dental condition or symptom resulting from dental disease which arises suddenly and, in the judgment of a reasonable person, requires immediate care and treatment, and such treatment is sought or received within 24 hours of onset.

**Dental Provider** - any dentist or dental practitioner who is duly licensed and qualified under the law of jurisdiction in which treatment is received to render Dental Services, perform dental surgery or administer anesthetics for dental surgery.

**Dental Service or Dental Procedures** - dental care or treatment provided by a Dental Provider to the Insured Person while the policy is in effect, provided such care or treatment is recognized by the Company as a generally accepted form of care or treatment according to prevailing standards of dental practice.

**[Dental Services Deductible** - the amount the Insured Person must pay for Covered Dental Services in a Policy Year before the Company will begin paying for Network or Non-Network benefits in that Policy Year.]

**Eligible Dental Expenses** - Eligible Dental Expenses for Covered Dental Services, incurred while the policy is in effect, are determined as stated below:

- For Network Benefits, when Covered Dental Services are received from Network Dental Providers, Eligible Dental Expenses are the Company's contracted fee(s) for Covered Dental Services with that provider.
- For Non-Network Benefits, when Covered Dental Services are received from Non-Network Dental Providers, Eligible Dental Expenses are the Usual and Customary Fees, as defined below.

**Experimental, Investigational, or Unproven Service** - medical, dental, surgical, diagnostic, or other health care services, technologies, supplies, treatments, procedures, drug therapies or devices that, at the time the Company makes a determination regarding coverage in a particular case, is determined to be:

- Not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed use; or
- Subject to review and approval by any institutional review board for the proposed use; or
- The subject of an ongoing clinical trial that meets the definition of a Phase 1, 2, or 3 clinical trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight; or
- Not determined through prevailing peer-reviewed professional literature to be safe and effective for treating or diagnosing the condition or Sickness for which its use is proposed.

**Foreign Services** - services provided outside the U.S. and U.S. Territories

**Necessary** - Dental Services and supplies under this rider which are determined by the Company through case-by-case assessments of care based on accepted dental practices to be appropriate and are all of the following:

- Necessary to meet the basic dental needs of the Insured Person.
- Rendered in the most cost-efficient manner and type of setting appropriate for the delivery of the Dental Service.
- Consistent in type, frequency and duration of treatment with scientifically based guidelines of national clinical, research, or health care coverage organizations or governmental agencies that are accepted by the Company.
- Consistent with the diagnosis of the condition.
- Required for reasons other than the convenience of the Insured Person or his or her Dental Provider.
- Demonstrated through prevailing peer-reviewed dental literature to be either:
  - Safe and effective for treating or diagnosing the condition or sickness for which their use is proposed; or
  - Safe with promising efficacy
    - For treating a life threatening dental disease or condition.
    - Provided in a clinically controlled research setting.
    - Using a specific research protocol that meets standards equivalent to those defined by the *National Institutes of Health*.

(For the purpose of this definition, the term life threatening is used to describe dental diseases or sicknesses or conditions, which are more likely than not to cause death within one year of the date of the request for treatment.)



The fact that a Dental Provider has performed or prescribed a procedure or treatment or the fact that it may be the only treatment for a particular dental disease does not mean that it is a Necessary Covered Dental Service as defined in this rider. The definition of Necessary used in this rider relates only to benefits under this rider and differs from the way in which a Dental Provider engaged in the practice of dentistry may define necessary.

**Network** - a group of Dental Providers who are subject to a participation agreement in effect with the Company, directly or through another entity, to provide Dental Services to Insured Persons. The participation status of providers will change from time to time.

**Network Benefits** - benefits available for Covered Dental Services when provided by a Dental Provider who is a Network Dentist.

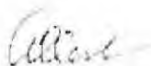
**Non-Network Benefits** - benefits available for Covered Dental Services obtained from Non-Network Dentists.

**Usual and Customary Fee** - Usual and Customary Fees are calculated by the Company based on available data resources of competitive fees in that geographic area.

Usual and Customary Fees must not exceed the fees that the provider would charge any similarly situated payor for the same services.

Usual and Customary Fees are determined solely in accordance with the Company's reimbursement policy guidelines. The Company's reimbursement policy guidelines are developed by the Company, in its discretion, following evaluation and validation of all provider billings in accordance with one or more of the following methodologies:

- As indicated in the most recent edition of the *Current Procedural Terminology* (publication of the *American Dental Association*).
- As reported by generally recognized professionals or publications.
- As utilized for Medicare.
- As determined by medical or dental staff and outside medical or dental consultants.
- Pursuant to other appropriate source or determination that the Company accepts.



President

This rider takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

**UNITED HEALTHCARE INSURANCE COMPANY****POLICY RIDER**

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this rider is attached is amended as follows:

**Pediatric Vision Care Services Benefits**

Benefits are provided under this rider for Vision Care Services, as described below, for Insured Persons under the age of [19 - 21]. Benefits under this rider terminate on the earlier of: 1) [date] [last day of the month] [last day of the Policy Year] the Insured Person reaches the age of [19 - 21]; or 2) the date the Insured Person's coverage under the policy terminates.

**Section 1: Benefits for Pediatric Vision Care Services**

Benefits are available for pediatric Vision Care Services from a [Spectera Eyecare Networks] or non-Network Vision Care Provider. To find a [Spectera Eyecare Networks] Vision Care Provider, the Insured Person may call the provider locator service at [1-800-839-3242]. The Insured Person may also access a listing of [Spectera Eyecare Networks] Vision Care Providers on the Internet at [www.myuhcvision.com.]

When Vision Care Services are obtained from a non-Network Vision Care Provider, the Insured Person will be required to pay all billed charges at the time of service. The Insured Person may then seek reimbursement from the Company as described in this rider under Section 3: Claims for Vision Care Services. Reimbursement will be limited to the amounts stated below.

[When obtaining these Vision Care Services from a [Spectera Eyecare Networks] Vision Care Provider, the Insured Person will be required to pay any Copayments at the time of service.]

**Network Benefits:**

Benefits for Vision Care Services are determined based on the negotiated contract fee between the Company and the Vision Care Provider. The Company's negotiated rate with the Vision Care Provider is ordinarily lower than the Vision Care Provider's billed charge.

**Non-Network Benefits:**

Benefits for Vision Care Services from non-Network providers are determined as a percentage of the provider's billed charge.

**Out-of-Pocket Maximum** - any amount the Insured Person pays in Coinsurance for Vision Care Services under this rider applies to the Out-of-Pocket Maximum stated in the policy Schedule of Benefits. Any amount the Insured Person pays in Copayments for Vision Care Services under this rider applies to the Out-of-Pocket Maximum stated in the policy Schedule of Benefits.

**Policy Deductible**

Benefits for pediatric Vision Care Services provided under this rider are not subject to any policy Deductible stated in the policy Schedule of Benefits. Any amount the Insured Person pays in Copayments for Vision Care Services under this rider does not apply to the policy Deductible stated in the policy Schedule of Benefits.

## **Benefit Description**

### **Benefits**

When Benefit limits apply, the limit stated refers to any combination of Network Benefits and Non-Network Benefits unless otherwise specifically stated.

Benefit limits are calculated on a Policy Year basis unless otherwise specifically stated.

### **Frequency of Service Limits**

Benefits are provided for the Vision Care Services described below, subject to Frequency of Service limits [and [Copayments] [and] [Coinsurance]] stated under each Vision Care Service in the Schedule of Benefits below.

### **Routine Vision Examination**

A routine vision examination of the condition of the eyes and principal vision functions according to the standards of care in the jurisdiction in which the Insured Person resides, including:

- A case history that includes chief complaint and/or reason for examination, patient medical/eye history, and current medications.
- Recording of monocular and binocular visual acuity, far and near, with and without present correction (for example, 20/20 and 20/40).
- Cover test at 20 feet and 16 inches (checks eye alignment).
- Ocular motility including versions (how well eyes track) near point convergence (how well eyes move together for near vision tasks, such as reading), and depth perception.
- Pupil responses (neurological integrity).
- External exam.
- Retinoscopy (when applicable) – objective refraction to determine lens power of corrective lenses and subjective refraction to determine lens power of corrective lenses.
- Phorometry/Binocular testing – far and near: how well eyes work as a team.
- Tests of accommodation and/or near point refraction: how well the Insured sees at near point (for example, reading).
- Tonometry, when indicated: test pressure in eye (glaucoma check).
- Ophthalmoscopic examination of the internal eye.
- Confrontation visual fields.
- Biomicroscopy.
- Color vision testing.
- Diagnosis/prognosis.
- Specific recommendations.

Post examination procedures will be performed only when materials are required.

Or, in lieu of a complete exam, Retinoscopy (when applicable) - objective refraction to determine lens power of corrective lenses and subjective refraction to determine lens power of corrective lenses.

### **Eyeglass Lenses**

Lenses that are mounted in eyeglass frames and worn on the face to correct visual acuity limitations.

The Insured Person is eligible to select only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If the Insured Person selects more than one of these Vision Care Services, the Company will pay Benefits for only one Vision Care Service.



**Optional Lens Extras**

Eyeglass Lenses. The following Optional Lens Extras are covered in full:

- Standard scratch-resistant coating.
- Polycarbonate lenses.

**Eyeglass Frames**

A structure that contains eyeglass lenses, holding the lenses in front of the eyes and supported by the bridge of the nose.

The Insured Person is eligible to select only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If the Insured Person selects more than one of these Vision Care Services, the Company will pay Benefits for only one Vision Care Service.

**Contact Lenses**

Lenses worn on the surface of the eye to correct visual acuity limitations.

Benefits include the fitting/evaluation fees and contacts.

The Insured Person is eligible to select only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If the Insured Person selects more than one of these Vision Care Services, the Company will pay Benefits for only one Vision Care Service.

**Necessary Contact Lenses**

Benefits are available when a Vision Care Provider has determined a need for and has prescribed the contact lens. Such determination will be made by the Vision Care Provider and not by the Company.

Contact lenses are necessary if the Insured Person has any of the following:

- Keratoconus.
- Anisometropia.
- Irregular corneal/astigmatism.
- Aphakia.
- Facial deformity.
- Corneal deformity.

**Schedule of Benefits**

Vision Care Service	Frequency of Service	Network Benefit	Non-Network Benefit
<b>Routine Vision Examination or Refraction only in lieu of a complete exam.</b>	[Once every 12 months.] [Once per year.]	[50-100]% [after a Copayment of \$[10 - 30].]	[[50-100]% of the billed charge.]

[Vision Care Service]	[Frequency of Service]	[Network Benefit]	[Non-Network Benefit]
<b>Eyeglass Lenses</b>	[Once every 12 months.] [Once per year.]		
• Single Vision		[[50-100]% [after a Copayment of \$[1 - 50]].]	[[50-100]% of the billed charge.]
• Bifocal		[[50-100]% [after a Copayment of \$[1 - 50]].]	[[50-100]% of the billed charge.]
• Trifocal		[[50-100]% [after a Copayment of \$[1 - 50]].]	[[50-100]% of the billed charge.]
• Lenticular		[[50-100]% [after a Copayment of \$[1 - 50]].]	[[50-100]% of the billed charge.]

[Vision Care Service]	[Frequency of Service]	[[Network] Benefit]	[Non-Network Benefit]
<b>[Eyeglass Frames]</b>	[Once every 12 months.] [Once per year.]	[[50-100% [after a Copayment of \$[5 - 100]].]	[[50-100]% of the billed charge.]

[Vision Care Service]	[Frequency of Service]	[[Network] Benefit]	[Non-Network Benefit]
<b>[Eyeglass Frames]</b>	[Once every 12 months.] [Once per year.]		
• [Eyeglass frames with a retail cost up to \$130.]		[[50-100]% [after a Copayment of \$[5 - 10]].]	[[50-100]% of the billed charge.]
• [Eyeglass frames with a retail cost of \$[130 - 160].]		[[50-100]% [after a Copayment of \$[10 - 25]].]	[[50-100]% of the billed charge.]
• [Eyeglass frames with a retail cost of \$[160 - 200].]		[[50-100]% [after a Copayment of \$[25 - 45]].]	[[50-100]% of the billed charge.]
• [Eyeglass frames with a retail cost of \$[200 - 250].]		[[50-100]% [after a Copayment of \$[45 - 65]].]	[[50-100]% of the billed charge.]
• [Eyeglass frames with a retail cost greater than \$250.]		[[50-100]%]	[[50-100]% of the billed charge.]

[Vision Care Service]	[Frequency of Service]	[[Network] Benefit]	[Non-Network Benefit]
[Contact Lens Fitting and Evaluation]	[Once every 12 months.] [Once per year.]	[50-100]% [after a Copayment of \$[10 - 25].]	[[50-100]% of the billed charge.]

[Vision Care Service]	[Frequency of Service]	[[Network] Benefit]	[Non-Network Benefit]
[Contact Lenses]	[Limited to a 12 month supply.]		
• [Covered Contact Lens Selection]		[[50-100]% [after a Copayment of \$[1 - 50].]	[[50-100]% of the billed charge.]
• [Necessary Contact Lenses]		[[50-100]% [after a Copayment of \$[1 - 50].]	[[50-100]% of the billed charge.]

**Section 2: Pediatric Vision Exclusions**

The following Exclusions are in addition to those listed in the EXCLUSIONS AND LIMITATIONS of the policy.

Except as may be specifically provided under Section 1: Benefits for Pediatric Vision Care Services, benefits are not provided for the following:

1. Medical or surgical treatment for eye disease which requires the services of a Physician and for which benefits are available as stated in the policy.
2. Non-prescription items (e.g. Plano lenses).
3. Replacement or repair of lenses and/or frames that have been lost or broken.
4. Optional Lens Extras not listed in Section 1: Benefits for Vision Care Services.
5. Missed appointment charges.
6. Applicable sales tax charged on Vision Care Services.

**Section 3: Claims for Pediatric Vision Care Services**

When obtaining Vision Care Services from a non-Network Vision Care Provider, the Insured Person will be required to pay all billed charges directly to the Vision Care Provider. The Insured Person may then seek reimbursement from the Company. Information about claim timelines and responsibilities in the policy PART II, GENERAL PROVISIONS applies to Vision Care Services provided under this rider, except that when the Insured Person submits a Vision Care Services claim, the Insured Person must provide the Company with all of the information identified below.

**Reimbursement for Vision Care Services**

To file a claim for reimbursement for Vision Care Services rendered by a non-Network Vision Care Provider, or for Vision Care Services covered as reimbursements (whether or not rendered by a [Spectera Eyecare Networks] Vision Care Provider or a non-Network Vision Care Provider), the Insured Person must provide all of the following information [on a claim form acceptable to the Company] at the address specified below:

- Insured Person's itemized receipts.
- Insured Person's name.
- Insured Person's identification number.
- Insured Person's date of birth.

Submit the above information to the Company:

By mail:

[Claims Department  
P.O. Box 30978  
Salt Lake City, UT 84130]

By facsimile (fax):

[248-733-6060]

**Section 4: Defined Terms for Pediatric Vision Care Services**

The following definitions are in addition to those listed in Part III, DEFINITIONS of the policy:

[**Covered Contact Lens Selection** - a selection of available contact lenses that may be obtained from a [Spectera Eyecare Networks] Vision Care Provider on a covered-in-full basis, subject to payment of any applicable Copayment.]

[**Spectera Eyecare Networks** - any optometrist, ophthalmologist, optician or other person designated by the Company who provides Vision Care Services for which benefits are available under the policy.]

**Vision Care Provider** - any optometrist, ophthalmologist, optician or other person who may lawfully provide Vision Care Services.

**Vision Care Service** - any service or item listed in this rider in Section 1: Benefits for Pediatric Vision Care Services.



**President**

This rider takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.



**UNITEDHEALTHCARE INSURANCE COMPANY****RESOLUTION OF GRIEVANCE NOTICE  
INTERNAL APPEAL PROCESS  
RELATED TO HEALTH CARE SERVICES****DEFINITIONS**

For the purpose of this Notice, the following terms are defined as shown below:

**Adverse Determination means:**

1. A determination by the Company that, based upon the information provided, a request for benefits under the Policy does not meet the Company's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness, or is determined to be experimental or investigational, and the requested benefit is denied, reduced, in whole or in part, or terminated;
2. A denial, reduction, in whole or in part, or termination based on the Company's determination that the individual was not eligible for coverage under the Policy as an Insured Person;
3. Any prospective or retrospective review determination that denies, reduces, in whole or in part, or terminates a request for benefits under the Policy; or
4. A rescission of coverage.

**Authorized Representative means:**

1. A person to whom an Insured Person has given express written consent to represent the Insured Person;
2. A person authorized by law to provide substituted consent for an Insured Person;
3. An Insured Person's family member or health care provider when the Insured Person is unable to provide consent; or
4. In the case of an urgent care request, a health care professional with knowledge of the Insured Person's medical condition.

**Evidenced –based Standard** means the conscientious, explicit and judicious use of the current best evidence based on the overall systematic review of the research in making decisions about the care of individual patients.

**Final Adverse Determination** means an Adverse Determination involving a Covered Medical Expense that has been upheld by the Company, at the completion of the Company's internal appeal process or an Adverse Determination for which the internal appeals process has been deemed exhausted in accordance with this notice.

**Prospective Review** means Utilization Review performed: (1) prior to an admission or the provision of a health care service or course of treatment; and (2) in accordance with the Company's requirement that the service be approved, in whole or in part, prior to its provision.

**Retrospective Review** means any review of a request for a Covered Medical Expense that is not a Prospective Review request. Retrospective review does not include the review of a claim that is limited to the veracity of documentation or accuracy of coding.

**Urgent Care Request** means a request for a health care service or course of treatment with respect to which the time periods for making a non-urgent care request determination:

1. Could seriously jeopardize the life or health of the Insured Person or the ability of the Insured Person to regain maximum function; or
2. In the opinion of a physician with knowledge of the Insured Person's medical condition, would subject the Insured Person to severe pain that cannot be adequately managed without the health care service or treatment that is the subject of the request.

**Utilization Review** means a set of formal techniques designed to monitor the use of or evaluate the Medical Necessity, appropriateness, efficacy or efficiency of health care services, procedures, providers or facilities. Techniques may include ambulatory review, Prospective Review, second opinion, certification, concurrent review, case management, discharge planning, or Retrospective Review.

**INTERNAL APPEAL PROCESS**

Within 180 days after receipt of a notice of an Adverse Determination, an Insured Person or an Authorized Representative may submit a written request for an Internal Review of an Adverse Determination

Upon receipt of the request for an Internal Review, the Company shall provide the Insured Person with the name, address and telephone of the employee or department designated to coordinate the Internal Review for the Company. With respect to an Adverse Determination involving Utilization Review, the Company shall designate an appropriate clinical peer(s) of the same or similar specialty as would typically manage the case which is the subject of the Adverse Determination. The clinical peer(s) shall not have been involved in the initial Adverse Determination.

Within 3 working days after receipt of the grievance, the Company shall provide notice that the Insured Person or Authorized Representative is entitled to:

1. Submit written comments, documents, records, and other material relating to the request for benefits to be considered when conducting the Internal Review; and
2. Receive from the Company, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the Insured Person's request for benefits.

Prior to issuing or providing a notice of Final Adverse Determination, the Company shall provide, free of charge and as soon as possible:

1. Any new or additional evidence considered by the Company in connection with the grievance;
2. Any new or additional rationale upon which the decision was based.

The Insured Person or Authorized Representative shall have 10 calendar days to respond to any new or additional evidence or rationale.

The company shall issue a Final Adverse Decision in writing or electronically to the Insured Person or the Authorized Representative as follows:

1. For a Prospective Review, the notice shall be made no later than 30 days after the Company's receipt of the grievance.
2. For a Retrospective Review, the notice shall be made no later than 60 days after the Company's receipt of the grievance.

Time periods shall be calculated based on the date the Company receives the request for the Internal Review, without regard to whether all of the information necessary to make the determination accompanies the request.

The written notice of Final Adverse Determination for the Internal Review shall include:

1. The titles and qualifying credentials of the reviewers participating in the Internal Review;
2. Information sufficient to identify the claim involved in the grievance, including the following:
  - a. the date of service;
  - b. the name health care provider; and
  - c. the claim amount;
3. A statement that the diagnosis code and treatment code and their corresponding meanings shall be provided to the Insured Person or the Authorized Representative, upon request;
4. For an Internal Review decision that upholds the Company's original Adverse Determination:
  - a. the specific reason(s) for the Final Adverse Determination, including the denial code and its corresponding meaning, as well as a description of the Company's standard, if any, that was used in reaching the denial;
  - b. reference to the specific Policy provisions upon which the determination is based;
  - c. a statement that the Insured Person is entitled to received, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the Insured Person's benefit request;
  - d. if applicable, a statement that the Company relied upon a specific internal rule, guideline, protocol, or similar criterion and that a copy will be provided free of charge upon request;
  - e. if the Final Adverse Determination is based on a Medical Necessity or experimental or investigational treatment or similar exclusion or limitation, a statement that an explanation will be provided to the Insured Person free of charge upon request;

- f. instructions for requesting: (i) a copy of the rule, guideline, protocol or other similar criterion relied upon to make the Final Adverse Determination; and (ii) the written statement of the scientific or clinical rationale for the determination;
5. A description of the procedures for obtaining an External Independent Review of the Final Adverse Determination pursuant to the State's External Review legislation; and
6. The Insured Person's right to bring a civil action in a court of competent jurisdiction.
7. Notice of the Insured Person's right to contact the commissioner's office or ombudsman's office for assistance with respect to any claim, grievance or appeal at any time.

#### **Expedited Internal Review (EIR) of an Adverse Determination**

The Insured Person or an Authorized Representative may submit an oral or written request for an Expedited Internal Review (EIR) of an Adverse Determination:

1. involving Urgent Care Requests; and
2. related to a concurrent review Urgent Care Request involving an admission, availability of care, continued stay or health care service for an Insured Person who has received emergency services, but has not been discharged from a facility.

All necessary information, including the Company's decision, shall be transmitted to the Insured Person or an Authorized Representative via telephone, facsimile or the most expeditious method available. The Insured Person or the Authorized Representative shall be notified of the EIR decision no more than seventy-two (72) hours after the Company's receipt of the EIR request.

If the EIR request is related to a concurrent review Urgent Care Request, benefits for the service will continue until the Insured Person has been notified of the final determination.

At the same time an Insured Person or an Authorized Representative files an EIR request, the Insured Person or the Authorized Representative may file:

1. An Expedited External Review (EER) request if the Insured Person has a medical condition where the timeframe for completion of an EIR would seriously jeopardize the life or health of the Insured Person or would jeopardize the Insured Person's ability to regain maximum function; or
2. An Expedited Experimental or Investigational Treatment External Review (EEIER) request if the Adverse Determination involves a denial of coverage based on the a determination that the recommended or requested service or treatment is experimental or investigational and the Insured Person's treating Physician certifies in writing that the recommended or requested service or treatment would be significantly less effective if not promptly initiated.

The notice of Final Adverse Determination may be provided orally, in writing, or electronically.



**UNITEDHEALTHCARE INSURANCE COMPANY****THE INSURED'S RIGHT TO AN INDEPENDENT EXTERNAL REVIEW**

**Please read this notice carefully. It describes a procedure for review of a disputed health claim by a qualified professional who has no affiliation with the Insured's health plan. If the Insured requests an independent external review of their claim, the decision made by the independent reviewer will be binding and final on the health carrier. The Insured will have the right to further review of their claim by a court, arbitrator, mediator or other dispute resolution entity only if their plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA), as more fully explained below under "Binding Nature of the External Review Decision".**

If the Company issues a final adverse benefit determination of the Insured's request to provide or pay for a health care service or supply, the Insured may have the right to have the Company's decision reviewed by health care professionals who have no association with the Company. The Insured has this right only if the Company's denial decision involved:

- The medical necessity appropriateness, health care setting, level of care, effectiveness of the Insured's health care service or supply, or
- The Company's determination the Insured's health care service or supply was investigational.

The Insured must first exhaust the Company's internal grievance and appeal process. Exhaustion of that process includes completing all levels of appeal, or unless the Insured requested or agreed to a delay, the Company's failure to respond to a standard appeal within 35 days in writing or to an urgent appeal within three business days of the date the Insured filed their appeal. The Company may also agree to waive the exhaustion requirement for an external review request. The Insured may file for an internal urgent appeal with the Company and for an expedited external review with the Idaho Department of Insurance at the same time if their request qualifies as an "urgent care request defined below.

The Insured may submit a written request for an external review to:

Idaho Department of Insurance  
ATTN: External Review  
700 W State St., 3rd Floor  
Boise ID 83720-0043

For more information and for an external review request form:

- See the department's web site, [www.doi.idaho.gov](http://www.doi.idaho.gov), or
- Call the department's telephone number, (208) 334-4250, or toll-free in Idaho, 1-800-721-3272.

The Insured may represent themselves in their request or they may name another person, including their treating health care provider, to act as the Insured's authorized representative for their request. If the Insured wants someone else to represent them, the Insured must include a signed "Appointment of an Authorized Representative" form with their request.

The Insured's written external review request to the Department of Insurance must include a completed form authorizing the release of any of their medical records the independent review organization may require to reach a decision on the external review, including any judicial review of the external review decision pursuant to ERISA, if applicable. The department will not act on an external review request without the Insured's completed authorization form.

If the Insured's request qualifies for external review, the Company's final adverse benefit determination will be reviewed by an independent review organization selected by the department. The Company will pay the costs of the review.

**Standard External Review Request:** The Insured must file their written external review request with the department within four months after the date the Company issues a final notice of denial.

1. Within seven days after the department receives the Insured's request, the department will send a copy to the Company.
2. Within 14 days after the Company receives the Insured's request from the department, the Company will review The Insured's request for eligibility. Within five business days after the Company completes that review, the Company will notify the Insured and the department in writing if the Insured's request is eligible or what additional information is needed. If the Company denies the Insured's eligibility for review, the Insured may appeal that determination to the department.
3. If the Insured's request is eligible for review, the department will assign an independent review organization to the Insured's review within seven days of receipt of the Company's notice. The department will also notify the Insured in writing.
4. Within seven days of the date the Insured receives the department's notice of assignment to an independent review organization, the Insured may submit any additional information in writing to the independent review organization that the Insured wants the organization to consider in its review.
5. The independent review organization must provide written notice of its decision to the Insured, to the Company and to the department within 42 days after receipt of an external review request.

**Expedited External Review Request:** The Insured may file a written "urgent care request" with the department for an expedited external review of a pre-service or concurrent service denial. The Insured may file for an internal urgent appeal with the Company and for an expedited external review with the department at the same time.

"Urgent care request" means a claim relating to an admission, availability of care, continued stay or health care service for which the Insured person received emergency services but has not been discharged from a facility, or any pre-service or concurrent care claim for medical care or treatment for which application of the time periods for making a regular external review determination:

1. Could seriously jeopardize the life or health of the Insured person or the ability of the Insured person to regain maximum function;
2. In the opinion of the treating health care professional with knowledge of the Insured person's medical condition, would subject the Insured person to severe pain that cannot be adequately managed without the disputed care or treatment; or
3. The treatment would be significantly less effective if not promptly initiated.

The department will send the Insured Person's request to the Company. We will determine, no later than the second full business day, if their request is eligible for review. We will notify the Insured Person and the department no later than one business day after the Company's decision if the Insured Person's request is eligible. If we deny the Insured Person's eligibility for review, they may appeal that determination to the department.

If the Insured Person's request is eligible for review, the department will assign an independent review organization to their review upon receipt of Company notice. The department will also notify the Insured Person. The independent review organization must provide notice of its decision to the Insured Person, to the Company and to the department within 72 hours after the date of receipt of the external review request. The independent review organization must provide written confirmation of its decision within 48 hours of notice of its decision. If the decision reverses the Company's denial, We will notify the Insured and the department of the Company's intent to pay the covered benefit as soon as reasonably practicable, but not later than one business day after receiving notice of the decision.

**Binding Nature of the External Review Decision:** If the Insured's plan is subject to federal ERISA laws (generally, any plan offered through an employer to its employees), the external review decision by the independent review organization will be final and binding on the Company. The Covered Person may have additional review rights provided under federal ERISA laws.

If the Insured's plan is not subject to ERISA requirements, the external review decision by the independent review organization will be final and binding on both the Insured and the Company. **This means that if the Insured elects to request external review, the Insured will be bound by the decision of the independent review organization. The Insured will not have any further opportunity for review of the Company's denial after the independent review organization issues its final decision.** If the Insured chooses not to use the external review process, other options for resolving a disputed claim may include mediation, arbitration or filing an action in court.

Under Idaho law, the independent review organization is immune from any claim relating to its opinion rendered or acts or omissions performed within the scope of its duties unless performed in bad faith or involving gross negligence.

## UNITEDHEALTHCARE INSURANCE COMPANY

### NOTICE OF YOUR RIGHT TO AN INDEPENDENT EXTERNAL REVIEW

Please read this notice carefully. It describes a procedure for review of a disputed health claim by a qualified professional who has no affiliation with UnitedHealthcare Insurance Company. If you request an independent external review of your claim, the decision made by the independent reviewer will be binding and final on the health carrier. You will have the right to further review of your claim by a court, arbitrator, mediator or other dispute resolution entity only if your plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA) – see below under “Binding Nature of the External Review Decision for more information.

We have denied your request to provide or pay for a health care service or supply. You may have the right to have our decision reviewed by health care professionals who have no association with us. You have this right only if our denial decision involved:

- The medical necessity, appropriateness, health care setting, level of care, effectiveness of your health care service or supply, or
- Our determination your health care service or supply was investigational.

No later than four months from the date of this denial, you may submit a written request for an external review to:

Idaho Department of Insurance  
ATTN: External Review  
700 W State St, 3<sup>rd</sup> Floor  
Boise ID 83720-0043

For more information and for an external review request form:

- See the department’s web site, [www.doi.idaho.gov](http://www.doi.idaho.gov), or
- Call the department’s telephone number, (208) 334-4250, or toll-free in Idaho, 1-800-721-3272.

You may represent yourself in your request or you may name another person, including your treating health care provider, to act as your authorized representative for your request. If you want someone else to represent you, you must include a signed “Appointment of an Authorized Representative” form with your request.

Your written external review request to the Department of Insurance must include a completed form authorizing the release of any of your medical records the independent review organization may require to reach a decision on the external review. The department will not act on an external review request without your completed authorization form.

If your request qualifies for external review, our final adverse benefit determination will be reviewed by an independent review organization selected by the department. We will pay the costs of the review.

**Standard External Review Request:** You must file your written external review request with the department within four months after the date we issue this notice of denial.

1. Within seven days after the department receives your request, the department will send a copy to us.



2. Within 14 days after we receive your request from the department, we will review your request for eligibility. Within five business days after we complete that review, we will notify you and the department in writing if your request is eligible or what additional information is needed. If we deny your eligibility for review, you may appeal that determination to the department.
3. If your request is eligible for review, the department will assign an independent review organization to your review within seven days of receipt of our notice. The department will also notify you in writing.
4. Within seven days of the date you receive the department's notice of assignment to an independent review organization, you may submit any additional information in writing to the independent review organization that you want the organization to consider in its review.
5. The independent review organization must provide written notice of its decision to you, to us and to the department within 42 days after receipt of an external review request.

**Expedited External Review Request:** You may file a written "urgent care request" with the department for an expedited external review of a pre-service or concurrent service denial. You may file for an internal urgent appeal with us and for an expedited external review with the department at the same time.

"Urgent care request" means a claim relating to an admission, availability of care, continued stay or health care service for which the covered person received emergency services but has not been discharged from a facility, or any pre-service or concurrent care claim for medical care or treatment for which application of the time periods for making a regular external review determination:

1. Could seriously jeopardize the life or health of the covered person or the ability of the covered person to regain maximum function;
2. In the opinion of the treating health care professional with knowledge of the covered person's medical condition, would subject the covered person to severe pain that cannot be adequately managed without the disputed care or treatment; or
3. The treatment would be significantly less effective if not promptly initiated.

The department will send your request to us. We will determine, no later than the second full business day, if your request is eligible for review. We will notify you and the department no later than one business day after our decision if your request is eligible. If we deny your eligibility for review, you may appeal that determination to the department.

If your request is eligible for review, the department will assign an independent review organization to your review upon receipt of our notice. The department will also notify you. The independent review organization must provide notice of its decision to you, to us and to the department within 72 hours after the date of receipt of the external review request. The independent review organization must provide written confirmation of its decision within 48 hours of notice of its decision. If the decision reverses our denial, we will notify you and the department of our intent to pay the covered benefit as soon as reasonably practicable, but not later than one business day after receiving notice of the decision.

**Binding Nature of the External Review Decision:**

The external review decision by the independent review organization will be final and binding on both you and us. **This means that if you elect to request external review of your claim, you will be bound by the decision of the independent review organization. You will not have any further opportunity for review of your claim after the independent review organization issues its final decision.** If you choose not to use the external review process, other options for resolving a disputed claim may include mediation, arbitration or filing an action in court.

Under Idaho law, the independent review organization is immune from any claim relating to its opinion rendered or acts or omissions performed within the scope of its duties unless performed in bad faith or involving gross negligence.

[The [Official,] [Endorsed,] [and] [Recommended]]

STUDENT

INJURY AND SICKNESS

INSURANCE [PLAN]

[Insert Logo or Picture]

[Designed Especially for [the [Insert Category of Student Here] [Students] of]]

[ANY [UNIVERSITY]]

[Any town, Idaho]

[2015-2016]

The Plan is underwritten by  
**UNITEDHEALTHCARE INSURANCE COMPANY**

[Insert UnitedHealthcare Logo]



**Table of Contents**

---

Privacy Policy.....[1]

Eligibility .....[1]

Effective and Termination Dates.....[2]

[[How to Enroll].....[3]

[Choice of Plan] .....[3]

[[Student Health Center Message].....[4]

[Extension of Benefits after Termination] .....[4]

[Pre-Admission Notification].....[4]

[[Preferred Provider Information] .....[5]

Schedule of Medical Expense Benefits .....[6]

[UnitedHealthcare] Pharmacy Benefits.....[19]

Medical Expense Benefits – Injury and Sickness.....[21]

[Maternity Testing].....[31]

[Mandated Benefits] .....[32]

[Coordination of Benefits Provision] .....[33]

[[Accidental Death and Dismemberment Benefits].....[33]

[[Accidental] Death Benefit] .....[34]

[[Student Health Center (SHC)] [University Health Service (UHS)] Referral Required].....[34]

[[Student Health Center (SHC)] [University Health Service (UHS)] Referral Required].....[34]

[[Student Health Center (SHC)] [University Health Service (UHS)] Referral Required].....[35]

[[Optional] Repatriation Benefit].....[36]

[[Optional] Medical Evacuation Benefit].....[36]

[Continuation Privilege].....[36]

[Dental Benefits] .....[36]

[Student Health Center].....[37]

Definitions .....[37]

Exclusions and Limitations.....[43]

[[FrontierMEDEX: Global Emergency Medical Assistance] .....[47]

[[Nurseline][Collegiate Assistance Program] .....[47]



[Online Access to Account Information] .....[48]

[ID Cards].....[48]

[UHCSR Mobile App].....[48]

[UnitedHealth Allies].....[48]

Claim Procedures for Injury and Sickness Benefits .....[49]

Pediatric Dental Services Benefits .....[49]

Pediatric Vision Care Services Benefits .....[59]

Notice of Appeal Rights .....[64]

### Privacy Policy

---

We know that your privacy is important to you and we strive to protect the confidentiality of your nonpublic personal information. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted or required by law. We believe we maintain appropriate physical, electronic and procedural safeguards to ensure the security of your nonpublic personal information. You may obtain a copy of our privacy practices by calling us toll-free at [1-800-767-0700] or visiting us at [www.uhcsr.com.]

### Eligibility

---

All [full-time][registered] [graduate/ undergraduate] [fee-paying] [dormitory] [International] students [and athletes] [PEL (Program for Experienced Learners) students who are registered for [on-site courses] [or] [courses taken in-residence],] [non-immigrant International,] [post doctorate,] [post baccalaureate,] [degree seeking graduate,] [students registered at an accredited institution of higher learning,] [students enrolled in [Intensive English Language courses],][visiting scholars] [under age [35]] [taking [12] or more credit hours] [who have paid the [student health] fee] [insert category of student here] [are eligible to enroll in [Plan [1] [A] of] this insurance Plan] [are automatically enrolled in [Plan [1] [A] of] this insurance Plan at registration [and the premium for coverage is added to their tuition billing]] [are required to purchase [Plan [1] [A] of] this insurance Plan] [for the [9] month school year], unless proof of comparable coverage is furnished].

[[Dormitory students] [insert category of student] are automatically enrolled at the time of registration.] [The insurance coverage described in this Certificate is available to [commuting] [Domestic] [insert category of student] students on an optional basis. [Any family member who is a full time student may be insured as a student or as a family member, but not as both].

[All insured students may purchase [Repatriation] [/ Medical Evacuation] [Plan [II] [B]] [and] [summer] coverage on an optional basis].

[Accident coverage for Intercollegiate Sports injuries is [available] [provided] under a separate policy [number [20XX-xxxx-xx]]. [Contact the [school] [company] [at 1-xxxx-xxx-xxxx] for information on the Intercollegiate Sports plan.] [Plan information is [also] available at [www.uhcsr.com].]

[[Students must actively attend classes for at least the first [31][1-45] days after the date for which coverage is purchased.] [[Home study,] [correspondence,] [and] [online] courses do not fulfill the Eligibility requirements[ that the student actively attend classes].] [The Company maintains its right to investigate [Eligibility or] student status and attendance records to verify that the policy Eligibility requirements have been met.] If the Company discovers the Eligibility requirements have not been met, its only obligation is to refund premium.]

[Eligible students [who do enroll] may also insure their Dependents. Eligible Dependents are the student's legal spouse [or [Domestic Partner] and dependent children under [26-30] years of age. [See the Definitions section of the Certificate for the specific requirements needed to meet Domestic Partner eligibility].]

[Dependent Eligibility expires concurrently with that of the Insured student.]

[Dependent coverage must be applied for by filling out the [Optional] [Dependent] Insurance Enrollment Card and by paying the required premium.]]

[[Optional Coverage[s] may only be purchased simultaneously and in conjunction with the purchase of Injury and Sickness coverage at the time of initial enrollment in the Plan.] [Only those students enrolled in the Injury and Sickness coverage may purchase [Optional Repatriation/Medical Evacuation]coverage.] [Students may purchase optional coverage[s] for themselves or for themselves and all family members[, with the exception of [Optional Repatriation] [and] [Optional Medical Evacuation] which is available to students only.]]

**Effective and Termination Dates**

---

The Master Policy [on file at the school] becomes effective at 12:01 a.m., [September 1, 2015]. [[The individual student's [Dependent] coverage becomes effective on the first day of the period for which premium is paid or the date the enrollment form and full premium are received by the Company [(or its authorized representative)], whichever is later.] The Master Policy terminates at 11:59 p.m., [September 1, 2016]. Coverage terminates on that date or at the end of the period through which premium is paid, whichever is earlier. [Dependent coverage will not be effective prior to that of the Insured student or extend beyond that of the Insured student.]

[For [new] students entering [the Plan in] the [second] [or] [third] [or fourth] [term], coverage is effective [January 1, 2015] [March 1, 2016] [or] [June 1, 2016][, respectively] or the date the enrollment form and full premium are received by the Company [(or its authorized representative)] whichever is later.]

[If paying premiums [by] [insert any payment period other than annual], coverage expires as follows:

[Examples]

[Fall]	[8-15-15]	to	[12-31-15]
[Winter]	[1-1-16]	to	[8-14-16]
[Spring]	[1-1-16]	to	[5-15-16]
[Summer]	[5-16-16]	to	[8-14-16]

[You must meet the Eligibility requirements each time you pay a premium to continue insurance coverage. To avoid a lapse in coverage, your premium must be received within [14-31] [days] after the coverage expiration date. [It is the student's responsibility to make timely premium payments to avoid a lapse in coverage.]]

Refunds of premiums are allowed only upon entry into the armed forces.



The Policy is a Non-Renewable One Year Term Policy.

[Alternative Coverage - If you do not meet the Eligibility requirements of the Plan, please call [1-800-406-2338] for information on alternative coverage. This information can also be accessed at [our Web site [www.SR-STM.com]].]

[PREMIUM RATES = insert any premium rates [and coverage dates] available under the Plan]

	[ Annual ]	[ Fall ]	[ Spring ]	[ Spring/ Summer ]	[ Summer ]
Rates	[ 8/ 31/ 15 - 8/ 30/ 16]	[ 8/ 31/ 15 - 12/ 31/ 16]	[ 1/ 1/ 16 - 5/ 31/ 16]	[ 1/ 1/ 16 - 8/ 30/ 16]	[ 6/ 1/ 16 - 8/ 30/ 16]
[ Student ]					
[ Student + Child ]					
[ Student + Spouse ]					
[ Family ]					

**[[How to Enroll]]**

---

[A description of how to enroll in the Plan is inserted here when requested by the Policyholder.]

**[Choice of Plan]**

---

[Each eligible student has a choice of one of the benefit Plans. Plan II has higher benefits than Plan I and it has a higher premium. [Plan III] has the [higher] (if more than two available) benefits and [higher] [highest] premium. [Make your selection carefully,] you cannot upgrade [or downgrade] coverage after the initial purchase of the Plan for the policy year.]]

[Choices

[ABC University] wants you to have the option of picking a Plan and Deductible you want.

[[Both] the [ABC University] Plans allow you to use the services of any Physician or Hospital of your choice. [However, the Deductible will be waived and benefits will be paid for Covered Medical Expenses incurred at the Student Health Service.]]]

[Deductible

With either the [Plan I] or the [Plan II] you can choose one of the two Deductibles. Make your selection carefully, you cannot upgrade [or downgrade] coverage after the initial purchase of the Plan for the Policy year. [[\\$75.00] [per Injury or Sickness]][per Policy Year] Deductible.]

With this choice the first [\\$75.00] of covered charges will not be paid [for each Injury or Sickness][per Policy Year]. Once the [\\$75.00] Deductible is met[ for a condition] you will not have another Deductible[ for that same condition] until the next Policy Year. [Each new Sickness or Injury will be subject to a [\\$75.00] Deductible.]]

[Premium Rates]

[any applicable premium rates]

[Continuing Coverage]

You may continue your coverage as long as you meet the Eligibility requirements above.

If you pay other than annual premium, you will be billed for subsequent premiums as they come due. Please mark your calendar for your next due date as listed above. To avoid a lapse in coverage, your premium must be received within [14-31] days after the premium expiration date. It is the student's responsibility to make timely premium payments to avoid a lapse in coverage. You must meet the Eligibility requirements each time you pay premium.]]

[Deductible....]

With either the [Plan I] or [Plan II] you may choose your Deductible amount.] [[\$75.00] [per Injury or Sickness] [per Policy Year] Deductible]]

### **[[Student Health Center Message]**

[A description of services provided at the Student Health Center is inserted here when requested by the Policyholder and is furnished to the Company by the Policyholder.]]

### **[Extension of Benefits after Termination]**

The coverage provided under the Policy ceases on the Termination Date. However, if an Insured is Totally Disabled on the Termination Date from a covered Injury [or Sickness] for which benefits were paid before the Termination Date, Covered Medical Expenses for such Injury [or Sickness] will continue to be paid as long as the condition continues but not to exceed [[30-365] days] [[12-24] months] after the Termination Date.

The total payments made in respect of the Insured for such condition both before and after the Termination Date will never exceed the Maximum Benefit.

After this "Extension of Benefits" provision has been exhausted, all benefits cease to exist, and under no circumstances will further payments be made.]

### **[Pre-Admission Notification]**

[The Monitoring Company] should be notified of all Hospital Confinements prior to admission.

1. **PRE-NOTIFICATION OF MEDICAL NON-EMERGENCY HOSPITALIZATIONS:** The patient, Physician or Hospital should telephone [1-877-295-0720] at least five working days prior to the planned admission.

2. **NOTIFICATION OF MEDICAL EMERGENCY ADMISSIONS:** The patient, patient's representative, Physician or Hospital should telephone [1-877-295-0720] within two working days of the admission or as soon as reasonably possible to provide notification of any admission due to Medical Emergency.

[The Monitoring Company] is open for Pre-Admission Notification calls from [8:00] a.m. to [6:00] p.m. [C.S.T.], Monday through Friday. Calls may be left on the Customer Service Department's voice mail after hours by calling [1-877-295-0720].

**IMPORTANT:** Failure to follow the notification procedures will not affect benefits otherwise payable under the policy; however, pre-notification is not a guarantee that benefits will be paid.]

**[ [PREFERRED PROVIDER INFORMATION]**

---

A description of the preferred provider information is inserted here when such an arrangement has been made with the Policyholder.]

**[ [Preferred Provider Information]**

---

**"Preferred Providers"** are the Physicians, Hospitals and other health care providers who have contracted to provide specific medical care at negotiated prices. [Preferred Providers in the local school area are:

[List Preferred Providers in School Area here]]

The availability of specific providers is subject to change without notice. Insureds should always confirm that a Preferred Provider is participating at the time services are required by calling [the Company at [1-800-767-0700]] and/or by asking the provider when making an appointment for services.

**"Preferred Allowance"** means the amount a Preferred Provider will accept as payment in full for Covered Medical Expenses.

**"Out-of-Network"** providers have not agreed to any prearranged fee schedules. Insured's may incur significant out-of-pocket expenses with these providers. Charges in excess of the insurance payment are the Insured's responsibility.

**["Network Area"** means the [10 – 50] mile radius around the local school campus the Named Insured is attending.]

[[Regardless of the provider, each Insured is responsible for the payment of their Deductible. The Deductible must be satisfied before benefits are paid]. The Company will pay according to the benefit limits in the Schedule of Benefits.]

**Inpatient Expenses**

**PREFERRED PROVIDERS** - Eligible Inpatient expenses at a Preferred Provider will be paid at [[50 - 100]%] [the Coinsurance percentages specified in the Schedule of Benefits], up to any limits specified in the Schedule of Benefits.



[Preferred Hospitals include [UnitedHealthcare Options PPO] United Behavioral Health (UBH) facilities.] Call [1-800-767-0700] for information about Preferred Hospitals.

**OUT-OF-NETWORK PROVIDERS** - If Inpatient care is not provided at a Preferred Provider, eligible Inpatient expenses will be paid according to the benefit limits in the Schedule of Benefits.

**Outpatient Hospital Expenses**

Preferred Providers may discount bills for outpatient Hospital expenses. Benefits are paid according to the Schedule of Benefits. Insureds are responsible for any amounts that exceed the benefits shown in the Schedule, up to the Preferred Allowance.

**Professional & Other Expenses**

Benefits for Covered Medical Expenses provided by [name of network or Physician groups] will be paid at [[50 - 100]% of Preferred Allowance] [the Coinsurance percentages specified in the Schedule of Benefits] or up to any limits specified in the Schedule of Benefits. All other providers will be paid according to the benefit limits in the Schedule of Benefits.]

**Special Provider Arrangements**

[Affiliated Physicians, Inc. and Doctors Walk-In Clinics] [have] agreed to accept special reduced reimbursement rates for treatment rendered to Insureds. Eligible [Physician] services provided by [Affiliated Physicians, Inc. and Doctors Walk-In Clinics] will be paid at [50 - 100]% of these negotiated rates for Covered Medical Expenses, up to the Schedule of Benefits limits.

Insureds will be responsible for all out of pocket expenses in excess of the policy limits contained in the Schedule of Benefits.]]

**Schedule of Medical Expense Benefits**

---

[[ Plan I] [Plan II]

[Metallic Level]

[Injury] [and] [Sickness] Benefits

**No Overall Maximum Dollar Limit [(Per Insured Person, Per Policy Year)]**

**Deductible**

[Preferred Provider] \$[0 -No more than the Out-of-Pocket Maximum] [(Per Insured Person, Per Policy Year)] [(For each [Injury] [or] [Sickness])]

	[The Deductible will not be applied until the Company has paid \$[1,000 – 25,000] in Covered Medical Expenses.]
<b>[Deductible]</b>	[Preferred Provider] \$[0 -No more than the Out-of-Pocket Maximum] (For all Insureds in a Family, Per Policy Year)
<b>[Deductible]</b>	[Out-of-Network] \$[0 - 15,000] [(Per Insured Person, Per Policy Year)] [(For each [Injury] [or] [Sickness])] [The Deductible will not be applied until the Company has paid \$[1,000 – 25,000] in Covered Medical Expenses.]
<b>[Deductible]</b>	[Out-of-Network] \$[0 - 45,000] (For all Insureds in a Family, Per Policy Year)
<b>Coinsurance</b>	[Preferred Provider] [[50 – 100] %] [[50 - 100] % to \$[1,000 – 50,000], then [50 - 100] % thereafter] [[50 – 100] % to \$[1,000 – 25,000], Deductible applies after \$[1,000 – 25,000], then [50 – 100] % thereafter]
<b>Coinsurance</b>	[Out-of-Network] [[50 – 100] %] [[50 - 100] % to \$[1,000 – 50,000], then [50 – 100] % thereafter] [[50 – 100] % to \$[1,000 – 25,000], Deductible applies after \$[1,000 – 25,000], then [50 – 100] % thereafter]
<b>Out-of-Pocket Maximum</b>	[Preferred Provider] \$[0 - 6,350] (Per Insured Person, Per Policy Year)
<b>[Out-of-Pocket Maximum]</b>	[Preferred Provider] \$[0 - 12,700] (For all Insureds in a Family, Per Policy Year)
<b>[Out-of-Pocket Maximum]</b>	Out-of-Network \$[0 - 45,000] (Per Insured Person, Per Policy Year)
<b>[Out-of-Pocket Maximum]</b>	Out-of-Network \$[0 - 45,000] (For all Insureds in a Family, Per Policy Year)

The Preferred Provider for this plan is [UnitedHealthcare Options PPO].

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. [If a Preferred Provider is not available in the Network Area, benefits will be paid at the level of benefits shown as Preferred Provider benefits.] If the Covered Medical Expense is incurred for Emergency Services when due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. [Covered Medical Expense incurred at a Preferred Provider facility by an Out-of-Network Provider will be paid at the Preferred Provider level of benefits.] [Except for a Medical Emergency, Covered Medical Expenses incurred at a Preferred Provider facility by an Out-of-Network provider will be paid at the Out-of-Network level of benefits.] [In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.]

[The Policy provides benefits for the Covered Medical Expenses incurred by an Insured Person for loss due to a covered [Injury] [or] Sickness].]

[The Company will pay Covered Medical Expenses incurred at [50 – 100]% for Preferred Providers [and [50% - 100]% for Out-of-Network Providers] up to \$[1,000 - 50,000]. After the Company has paid \$[1,000 – 50,000], benefits will be paid for additional Covered Medical Expenses incurred at [50 – 100]% for Preferred Providers [and [50 – 100]% for Out-of-Network Providers].]

[The Company will pay Covered Medical Expenses incurred at [50 – 100]% for Preferred Providers and [50 – 100]% for Out-of-Network Providers up to \$[1,000 – 25,000] before the Insured Person is responsible for satisfaction of the \$[500 – No more than the Out-of-Pocket Maximum] [Preferred Provider] Deductible [and \$[500 – 10,000] Out-of-Network Deductible]. After the Company pays \$[1,000 – 25,000], the Deductible must be satisfied by the Insured Person before additional benefits will be paid. Once the Deductible has been satisfied, the Company will pay Covered Medical Expenses incurred at [50 - 100]% for Preferred Providers and [50 – 100]% for Out-of-Network Providers.]

**Out-of-Pocket Maximum:** After the Out-of-Pocket Maximum has been satisfied, Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year [subject to any benefit maximums or limits that may apply]. [Separate Out-of-Pocket Maximums apply to Preferred Provider and Out-of-Network benefits.] [Covered Medical Expenses used to satisfy the Out-of-Pocket Maximum will be applied to both the Preferred Provider and Out-of-Network Out-of-Pocket Maximum.] Any applicable Copays or Deductibles will be applied to the Out-of-Pocket Maximum. Services that are not Covered Medical Expenses[ and the amount benefits are reduced for failing to comply with policy provisions or requirements] do not count toward meeting the Out-of-Pocket Maximum. [Even when the Out-of-Pocket Maximum has been satisfied, the Insured Person will still be responsible for Out-of-Network per service Deductibles.]

**[Student Health Center Benefits:** [The Deductible will be waived] [and] [benefits will be paid at [100%] [for Covered Medical Expenses incurred] [of billed charges] when treatment is rendered at [or referred by] the Student Health Center] [for the following services: [e.g., any services listed in the schedule of benefits].]

**[Copays and Per Service Deductibles:** All Copays [and per service Deductibles] specified in the Schedule of Benefits are in addition to the policy Deductible.]



Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. [All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated.] Please refer to the Medical Expense Benefits – Injury and Sickness section for a description of the Covered Medical Expenses for which benefits are available. Covered Medical Expenses include:

[Insert A]

[Insert A = Any Benefit contained in the Master Policy Schedule of Benefits]

<b>Inpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network</b>
<b>Room and Board Expense</b>	[\$[100 – 1,000] Copay per day [to a maximum Copay of \$[100 – 10,000] per Hospital Confinement]] [\$[100 – 2,000] Copay per Hospital Confinement] [[50-100]% of [Preferred Allowance]	[\$[100 – 2,000] Deductible [per day] [per Hospital Confinement]] [[100 – 50]% of] [Usual and Customary Charges]
<b>[Intensive Care</b>	[\$[100 – 1,000] Copay per day [to a maximum Copay of \$[100 – 10,000] per Hospital Confinement]] [\$[100 – 2,000] Copay per Hospital Confinement] [[50-100]% of [Preferred Allowance]	[\$[100 – 2,000] Deductible [per day] [per Hospital Confinement]] [[50-100]% of] [Usual and Customary Charges]]
<b>Hospital Miscellaneous Expenses</b>	[[50-100]% of [Preferred Allowance]	[[50-100]% of] [Usual and Customary Charges]
<b>[Routine Newborn Care</b>	[Paid as any other Sickness] [[50-100]% of]	[Paid as any other Sickness] [[50-100]% of ]

<b>Inpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network</b>
	[Preferred Allowance]	[Usual and Customary Charges]
<b>Surgery</b> [If two or more procedures or performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed [50 – 100]% of the second procedure and [25 – 100]% of all subsequent procedures.]	[[50-100]% of] [Preferred Allowance]	[[50-100]% of] [Usual and Customary Charges]
<b>Assistant Surgeon Fees</b>	[[50-100]% of] [Preferred Allowance] [[25 - 50]% of Surgery Allowance]	[[50-100]% of] [Usual and Customary Charges] [[25 - 50]% of Surgery Allowance]
<b>Anesthetist Services</b>	[[50-100]% of] [Preferred Allowance] [[25 - 50]% of Surgery Allowance]	[[50-100]% of] [Usual and Customary Charges] [[25 - 50]% of Surgery Allowance]
<b>Registered Nurse's Services</b> [[10 – 365] days maximum [per Policy Year] [for each [Injury] [or] [Sickness]]]	[[50-100]% of] [Preferred Allowance] [No Benefits]	[[50-100]% of] [Usual and Customary Charges] [No Benefits]
<b>Physician's Visits</b>	[\$[25 – 250] Copay [per visit] [per service]] [[50-100]% of] [Preferred Allowance]	[\$[25 – 250] Deductible [per visit] [per service]] [[50-100]% of] [Usual and Customary Charges]
<b>Pre-admission Testing</b> [Payable within [7 – 14] working days prior to admission.]	[Paid under Hospital Miscellaneous Expenses] [[50-100]% of] [Preferred Allowance]	[Paid under Hospital Miscellaneous Expenses] [[50-100]% of] [Usual and Customary Charges]

<b>Outpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network</b>
-------------------	---------------------------	-----------------------

<b>Outpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network</b>
<p><b>Surgery</b> [If two or more procedures or performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed [50 – 100]% of the second procedure and [25 – 100]% of all subsequent procedures.]</p>	<p>[[50-100]% of [Preferred Allowance]</p>	<p>[[50-100]% of [Usual and Customary Charges]</p>
<p><b>Day Surgery Miscellaneous</b> Usual and Customary Charges for Day Surgery Miscellaneous are based on the Outpatient Surgical Facility Charge Index.</p>	<p>[\$[10 – 1,000] Copay [per date of service]] [[50-100]% of [Preferred Allowance]</p>	<p>[\$[10 - 1,000] Deductible [per date of service]] [[50-100]% of [Usual and Customary Charges]</p>
<p><b>Assistant Surgeon Fees</b></p>	<p>[[50-100]% of [Preferred Allowance] [[25 - 50]% of Surgery Allowance]</p>	<p>[[50-100]% of [Usual and Customary Charges] [[25 - 50]% of Surgery Allowance]</p>
<p><b>Anesthetist Services</b></p>	<p>[[50-100]% of [Preferred Allowance] [[25 - 50]% of Surgery Allowance]</p>	<p>[[50-100]% of [Usual and Customary Charges] [[25 - 50]% of Surgery Allowance]</p>
<p><b>Physician's Visits</b></p>	<p>[\$[5 – 100] Copay per visit] [[50-100]% of [Preferred Allowance]</p>	<p>[\$[5 - 100] Deductible per visit] [[50-100]% of [Usual and Customary Charges]</p>



<b>Outpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network</b>
<p><b>Physiotherapy</b></p> <p>[Preferred Provider] [Out-of-Network] [Limits [per Policy Year] [for each [Injury] [or] [Sickness]] as follows:</p> <p>[[20 – 160] visits of physical therapy]                      [[20 – 160] visits of occupational therapy]                      [[20 – 160] visits of speech therapy]                      [[13 – 160] visits of manipulative therapy]                      [[20 – 160] visits of any combination of physical therapy, occupational therapy, and speech therapy]                      [[20 – 160] visits of cardiac rehabilitation therapy]]</p> <p>[Benefits are payable only when referred by the [SHC].] [Review of Medical Necessity will be performed after [12 – 24] visits per [Injury] [or] [Sickness].]</p>	<p>[\$[5 – 100] Copay per visit]                      [[50-100]% of] [Preferred Allowance]</p>	<p>[\$[5 - 100] Deductible per visit] [[50-100]% of] [Usual and Customary Charges]</p>
<p><b>Medical Emergency Expenses</b></p> <p>[Treatment must be rendered within [48 – 120] hours from the [time of Injury] [or] [first onset of Sickness].] [The [Copay]/[per visit Deductible] will be waived if admitted to the Hospital.]</p>	<p>[\$[5 – 500] Copay per visit]                      [[50-100]% of] [Preferred Allowance]</p>	<p>[\$[5 - 500] Deductible per visit] [[50-100]% of] [Usual and Customary Charges]</p>
<p><b>Diagnostic X-Ray Services</b></p>	<p>[\$[5 – 100] Copay [per service] [per visit]]                      [[50-100]% of] [Preferred Allowance]</p>	<p>[\$[5 - 100] Deductible [per service] [per visit]]                      [[50-100]% of] [Usual and Customary Charges]</p>

<b>Outpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network</b>
<b>[Radiation Therapy</b>	[\$[5 – 100] Copay per treatment] [[50-100]% of [Preferred Allowance]	[\$[5 - 100] Deductible per treatment] [[50-100]% of] [Usual and Customary Charges]]
<b>Laboratory Procedures</b>	[\$[5 – 100] Copay [per service] [per visit]] [[50-100]% of [Preferred Allowance]	[\$[5 - 100] Deductible [per service] [per visit]] [[50-100]% of [Usual and Customary Charges]
<b>Tests &amp; Procedures</b>	[\$[5 – 500] Copay [per service] [per visit]] [[50-100]% of [Preferred Allowance]	[\$[5 - 500] Deductible [per service] [per visit]] [[50-100]% of [Usual and Customary Charges]
<b>Injections</b>	[\$[5 – 50] Copay [per injection] [per visit]] [[50-100]% of [Preferred Allowance]	[\$[5 - 50] Deductible [per injection] [per visit]] [[50-100]% of [Usual and Customary Charges]
<b>[Chemotherapy</b>	[\$[5 – 100] Copay per treatment] [[50-100]% of [Preferred Allowance]	[\$[5 - 100] Deductible per treatment] [[50-100]% of] [Usual and Customary Charges]]

<b>Outpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network</b>
<p><b>Prescription Drugs</b> [Mail order Prescription Drugs through [UHCP] for up to a [90] day supply [at [2 - 3] times the 31 day supply retail Copay] [[50 -100]% Coinsurance per prescription] [Tier 1] [Tier 2] [Tier 3] [Tier 4]]]</p>	<p>[[UnitedHealthcare Pharmacy [(UHCP),]] [\$[50 – 1,000] Deductible (per Policy Year) [does not apply to policy Deductible]] [[[\$[0-650] Copay per prescription] [[50 - 100]% Coinsurance per prescription] [Tier 1] [Tier 2] [Tier 3] [Tier 4] [in addition to the Policy Deductible,] [plus any Ancillary Charge] / [up to a [31][60] day supply [per prescription] [per Specialty Prescription Drug Product]] [[if a retail [UnitedHealthcare Pharmacy] agrees to the same rates, terms and requirements associated with dispensing a 90 day supply, then up to a consecutive 90 day supply of a Prescription Drug at 2.5 times the copay that applies to a 31 day supply per prescription.]]</p>	<p>[\$[50 – 1,000] Deductible (per Policy Year) [does not apply to policy Deductible]] [\$[0-450] Deductible per prescription [generic drug] [brand-name drug] [in addition to the policy Deductible] [up to a [31]-day supply [per prescription]] [[50-100]% of] [Usual and Customary Charges]</p>

<b>Other</b>	<b>Preferred Provider</b>	<b>Out-of-Network</b>
<b>Ambulance Services</b>	[\$[25 – 1000] Copay [per trip][per day] [ground][air]] [[50-100]% of] [Preferred Allowance]	[\$[25 – 1000] Deductible [per trip][per day] [ground][air]] [[50-100]% of] [Usual and Customary Charges]
<b>Durable Medical Equipment</b>	[\$[5 – 500] Copay [per purchase]] [[50-100]% of] [Preferred Allowance]	[\$[5 – 500] Deductible [per purchase]] [[50-100]% of] [Usual and Customary Charges]
<b>Consultant Physician Fees</b>	[\$[5 – 100] Copay per [outpatient] visit] [[50-100]% of] [Preferred Allowance]	[\$[5 – 100] Deductible per [outpatient] visit] [[50-100]% of] [Usual and Customary Charges]
<b>Dental Treatment</b> [Benefits paid on Injury to Sound, Natural Teeth only.]	[\$[5 – 75] Copay [per tooth] [per visit]] [[50-100]% of] [Preferred Allowance] [Paid as any other Injury]	[\$[5 – 75] Deductible [per tooth] [per visit]] [[50-100]% of] [Usual and Customary Charges] [Paid as any other Injury]
<b>[Dental Treatment</b> Benefits paid for removal of impacted wisdom teeth only. [\$[50 – 1,500] maximum per procedure]	[\$[5 – 100] Copay [per tooth] [per visit]] [[50-100]% of] [Preferred Allowance]	[\$[5 – 100] Deductible [per tooth] [per visit]] [[50-100]% of] [Usual and Customary Charges]
<b>[Mental Illness Treatment</b>	Paid as any other Sickness	Paid as any other Sickness]
<b>[Substance Use Disorder Treatment</b>	Paid as any other Sickness	Paid as any other Sickness]
<b>[Maternity</b>	Paid as any other Sickness	Paid as any other Sickness]
<b>[Complications of Pregnancy</b>	Paid as any other Sickness	Paid as any other Sickness]

<b>Other</b>	<b>Preferred Provider</b>	<b>Out-of-Network</b>
<b>[Preventive Care Services]</b> No Deductible, Copays or Coinsurance will be applied when the services are received from a Preferred Provider.	100% of Preferred Allowance	[\$[5 – 100] Copay [per visit] [per service]] [[50-100]% of] [Usual and Customary Charges]]
<b>[Reconstructive Breast Surgery Following Mastectomy]</b> See Benefits for Reconstructive Breast Surgery Following Mastectomy	Paid as any other Sickness	Paid as any other Sickness]
<b>[Diabetes Services]</b>	Paid as any other Sickness	Paid as any other Sickness]
<b>[High Cost Procedures]</b>	[\$[5 – 500] Copay [per procedure] [per service]] [[50-100]% of] [Preferred Allowance]	[\$[5 – 500] Deductible [per procedure] [per service]] [[50-100]% of] [Usual and Customary Charges]]
<b>Home Health Care</b>	[\$[5 – 50] Copay per visit] [[50-100]% of] [Preferred Allowance]	[\$[5 – 50] Deductible per visit] [[50-100]% of] [Usual and Customary Charges]
<b>Hospice Care</b> [[17 – 180] days maximum [per Policy Year]]	[\$[5 – 100] Copay [per day]] [[50-100]% of] [Preferred Allowance]	[\$[5 – 100] Deductible [per day]] [[50-100]% of] [Usual and Customary Charges]



<b>Other</b>	<b>Preferred Provider</b>	<b>Out-of-Network</b>
<b>Inpatient Rehabilitation Facility</b>	[\$[50 – 1,000] Copay per day [to a maximum Copay of \$[50 – 10,000] per Inpatient admission]] [\$[50 – 2,000] Copay per Inpatient admission] [[50-100]% of] [Preferred Allowance]	[\$[50 – 1,000] Deductible per day [to a maximum Deductible of \$[50 – 10,000] per Inpatient admission]] [\$[50 – 2,000] Deductible per Inpatient admission] [[50-100]% of] [Usual and Customary Charges]
<b>Skilled Nursing Facility</b> [[30 – 180] days maximum [per Policy Year]]	[\$[50 – 1,000] Copay per day [to a maximum Copay of \$[50 – 10,000] per Inpatient admission]] [[50-100]% of] [Preferred Allowance]	[\$[50 – 1,000] Deductible per day] [\$[50 – 2,000] Deductible per Inpatient admission] [[50-100]% of] [Usual and Customary Charges]
<b>Urgent Care Center</b>	[\$[5 – 150] Copay per visit] [[50-100]% of] [Preferred Allowance]	[\$[5 – 150] Deductible per visit] [[50-100]% of] [Usual and Customary Charges] [
<b>Hospital Outpatient Facility or Clinic</b>	[\$[5 – 150] Copay per visit] [[50-100]% of] [Preferred Allowance]	[\$[5 – 150] Deductible per visit] [[50-100]% of] [Usual and Customary Charges]
<b>[Approved Clinical Trials</b>	Paid as any other Sickness	Paid as any other Sickness]
<b>[Transplantation Services</b>	Paid as any other Sickness	Paid as any other Sickness]



<b>Other</b>	<b>Preferred Provider</b>	<b>Out-of-Network</b>
[Insert any service excluded under the policy (e.g. Sleep Disorders.) [[10 – 100] [days][visits] maximum [per Policy Year] [for each [Injury] [or] [Sickness]]]	[Paid as any other Sickness] [\$[5 – 2,000] Copay [per] [visit] [procedure] [service]] [[50-100]% of [Preferred Allowance]	[Paid as any other Sickness] [\$[5 – 2000] Deductible [per] [visit] [procedure] [service]] [[50-100]% of] [Usual and Customary Charges]]
[Insert any non-essential service excluded under the policy (e.g. acupuncture, infertility, hearing aids, obesity, TMJ) [[10 – 100] [days] [visits] maximum] [[[\$[50 – 10,000] maximum] [per Policy Year][for each [Injury] [or] [Sickness]]]	[Paid as any other Sickness] [\$[5 – 2,000] Copay [per] [visit] [procedure] [service]] [[50-100]% of [Preferred Allowance]	[Paid as any other Sickness] [\$[5 – 2,000] Deductible [per] [visit] [procedure] [service]] [[50-100]% of [Usual and Customary Charges]]

**[UnitedHealthcare] Pharmacy Benefits**

---

Benefits are available for outpatient Prescription Drugs on our Prescription Drug List (PDL) when dispensed by a [UnitedHealthcare] Pharmacy. Benefits are subject to supply limits and [Copayments] [and]/[ or] [Coinsurance] that vary depending on which tier of the PDL the outpatient drug is listed. There are certain Prescription Drugs that require your Physician to notify us to verify their use is covered within your benefit.

You are responsible for paying the applicable [Copayments] [and]/[ or] [Coinsurance]. Your [Copayment]/[Coinsurance] is determined by the tier to which the Prescription Drug Product is assigned on the PDL. Tier status may change periodically and without prior notice to you. Please access [www.uhcsr.com] [or call (1-855-828-7716)] [or the customer service number on your ID card] for the most up-to-date tier status.

[\$[0 - 650] Copay] [[50 - 100]% Coinsurance] per prescription order or refill for a Tier 1 [and] [Specialty] Prescription Drug [up to a [31][60] day supply]]

[\$[0 - 650] Copay] [[50 - 100]% Coinsurance] per prescription order or refill for a [Tier 2] [and] [Specialty] Prescription Drug [up to a [31][60] day supply]]

[\$[0 - 650] Copay] [[50 - 100]% Coinsurance] per prescription order or refill for a [Tier 3] [and] [Specialty] Prescription Drug [up to a [31][60] day supply]]

[\$[0 - 650] Copay] [[50 - 100]% Coinsurance] per prescription order or refill for a [Tier 4] [and] [Specialty] Prescription Drug [up to a [31][60] day supply]]

[Mail order Prescription Drugs are available at [2.5] times the retail Copay up to a [90] day supply.]

**[Ancillary Charge]** – an Ancillary Charge may apply when a covered Prescription Drug is dispensed at your [or your Physician's] request and there is another drug that is chemically the same available at a lower tier. When you choose the higher tiered drug of the two, you will pay the difference between the higher tiered drug and the lower tiered drug in addition to the [Copayment]/[ and] [or] [Coinsurance] that applies to the [lower tiered drug] [higher tiered drug].

**[Specialty Prescription Drugs]** – if you require Specialty Prescription Drugs, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Specialty Prescription Drugs. If you choose not to obtain your Specialty Prescription Drug from a Designated Pharmacy, you will be responsible for the entire cost of the Prescription Drug.

**[Designated Pharmacies]** – if you require certain Prescription Drugs [including, but not limited to, Specialty Prescription Drugs,] we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those

Prescription Drugs. If you choose not to obtain these Prescription Drugs from a Designated Pharmacy, you will be responsible for the entire cost of the Prescription Drug.]

**[ProgressionRX Program (Step Therapy Requirements)** - in order to receive benefits for certain Prescription Drugs you may be required to use a different Prescription Drugs Product(s) first.]

Please present your ID card to the network pharmacy when the prescription is filled.

If you do not present the card, you will need to pay for the prescription and then submit a reimbursement form for prescriptions filled at a network pharmacy along with the paid receipt in order to be reimbursed. To obtain reimbursement forms, or for information about mail-order prescriptions or network pharmacies, please visit [www.uhcsr.com] and log in to your online account [or call [1-855-828-7716]] [or the customer service number on your ID card]].

When prescriptions are filled at pharmacies outside the network, the Insured must pay for the prescriptions out-of-pocket and submit the receipts for reimbursement to [UnitedHealthcare **Student**Resources], [P.O. Box 809025, Dallas, TX 75380-9025.] See the Schedule of Benefits for the benefits payable at out-of-network pharmacies.

**Additional Exclusions:**

In addition to the policy Exclusions and Limitations, the following Exclusions apply to Network Pharmacy Benefits:

1. Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
2. [Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which is less than the minimum supply limit.]
3. [Experimental or Investigational Services or Unproven Services and medications; medications used for experimental indications and/or dosage regimens determined by the Company to be experimental, investigational or unproven.]
4. [Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that the Company determines do not meet the definition of a Covered Medical Expense.]
5. [Certain New Prescription Drug Products and/or new dosage forms until the date they are reviewed and assigned to a tier by our PDL Management Committee.]
6. [Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration and requires a Prescription Order or Refill. Compounded drugs that are available as a similar commercially available Prescription Drug Product. (Compounded drugs that contain at least one ingredient that requires a Prescription Order or Refill are assigned to Tier-[2] [3] [4].)] [Any prescription medication that must be compounded into its final form by the dispensing pharmacist, Physician, or other health care provider.]]
7. [Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless the Company has designated the over-the-counter medication as eligible for coverage as if it were a Prescription Drug Product and it is obtained with a Prescription Order or Refill from a Physician.



Prescription Drug Products that are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent. Certain Prescription Drug Products that the Company has determined are Therapeutically Equivalent to an over-the-counter drug. Such determinations may be made up to six times during a calendar year, and the Company may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.]

8. [Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, even when used for the treatment of Sickness or Injury[, except as required by state mandate].]
9. [A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product.]
10. [A Prescription Drug Product that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug Product.]

**Definitions:**

[Insert A]

A = any definition contained in the Definitions section of policy rider COL-14-ID END (RX)

**[Prescription Drug or Prescription Drug Product** means a medication, product or device that has been approved by the U.S. Food and Drug Administration and that can, under federal or state law, be dispensed only pursuant to a Prescription Order or Refill. A Prescription Drug Product includes a medication that, due to its characteristics, is appropriate for self-administration or administration by a non-skilled caregiver. For the purpose of the benefits under the policy, this definition includes insulin.]

**[New Prescription Drug Product** means a Prescription Drug Product or new dosage form of a previously approved Prescription Drug Product, for the period of time starting on the date the Prescription Drug Product or new dosage form is approved by the U.S. Food and Drug Administration (FDA) and ending on the earlier of the following dates:

- The date it is assigned to a tier by our PDL Management Committee.
- December 31st of the following calendar year.]

**[Specialty Prescription Drug Product** means Prescription Drug Products that are generally high cost, self-injectable biotechnology drugs used to treat patients with certain illnesses. Insured Persons may access a complete list of Specialty Prescription Drug Products through the Internet at [www.uhcsr.com] or call Customer Service [at the telephone number on the Insured's ID card] [1-855-828-7716].]

**Medical Expense Benefits – Injury and Sickness**

---

This section describes Covered Medical Expenses for which benefits are available in the Schedule of Benefits.

Benefits are payable for Covered Medical Expenses (see "Definitions") less any Deductible incurred by or for an Insured Person for loss due to Injury or Sickness subject to: a) the maximum amount for specific services as set forth in the Schedule of Benefits; and b) any Coinsurance, Copayment or per service Deductible amounts set forth in the Schedule of Benefits or any benefit provision hereto. Read the "Definitions" section and the "Exclusions and Limitations" section carefully.

No benefits will be paid for services designated as "No Benefits" in the Schedule of Benefits or for any matter described in "Exclusions and Limitations." If a benefit is designated, Covered Medical Expenses include:

**Inpatient**

**1. Room and Board Expense.**

Daily semi-private room rate when confined as an Inpatient and general nursing care provided and charged by the Hospital.

**2. [Intensive Care.**

If provided in the Schedule of Benefits.]

**3. Hospital Miscellaneous Expenses.**

When confined as an Inpatient or as a precondition for being confined as an Inpatient. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.

Benefits will be paid for services and supplies such as:

- The cost of the operating room.
- Laboratory tests.
- X-ray examinations.
- Anesthesia.
- Drugs (excluding take home drugs) or medicines.
- Therapeutic services.
- Supplies.

**4. Routine Newborn Care.**

While Hospital Confined and routine nursery care provided immediately after birth.

Benefits will be paid for an inpatient stay of at least:

- 48 hours following a vaginal delivery.
- 96 hours following a cesarean section delivery.

If the mother agrees, the attending Physician may discharge the newborn earlier than these minimum time frames.

5. **Surgery (Inpatient).**  
Physician's fees for Inpatient surgery.
6. **Assistant Surgeon Fees.**  
Assistant Surgeon Fees in connection with Inpatient surgery.
7. **Anesthetist Services.**  
Professional services administered in connection with Inpatient surgery.
8. **Registered Nurse's Services.**  
Registered Nurse's services which are all of the following:
  - [Private duty nursing care only.]
  - Received when confined as an Inpatient.
  - Ordered by a licensed Physician.
  - A Medical Necessity.

General nursing care provided by the Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility is not covered under this benefit.

9. **Physician's Visits (Inpatient).**  
Non-surgical Physician services when confined as an Inpatient. [Benefits do not apply when related to surgery.]
10. **Pre-admission Testing.**  
Benefits are limited to routine tests such as:
  - Complete blood count.
  - Urinalysis.
  - Chest X-rays.

If otherwise payable under the policy, major diagnostic procedures such as those listed below will be paid under the "Hospital Miscellaneous" benefit:

- CT scans.
- NMR's.
- Blood chemistries.

### Outpatient

11. **Surgery (Outpatient).**  
Physician's fees for outpatient surgery. [When these services are performed in a Physician's office, benefits are payable under Physician's Visits (Outpatient).]



12. **Day Surgery Miscellaneous (Outpatient).**  
Facility charge and the charge for services and supplies in connection with outpatient day surgery[; excluding non-scheduled surgery; and surgery performed in a Hospital emergency room; trauma center; Physician's office; or clinic].
13. **Assistant Surgeon Fees (Outpatient).**  
Assistant Surgeon Fees in connection with outpatient surgery.
14. **Anesthetist Services (Outpatient).**  
Professional services administered in connection with outpatient surgery.
15. **Physician's Visits (Outpatient).**  
Services provided in a Physician's office for the diagnosis and treatment of a Sickness or Injury. [Benefits do not apply when related to [surgery][ or] [Physiotherapy].]  
[Benefits include the following services when performed in the Physician's office:
- [Surgery.]
  - [X-rays.]
  - [Laboratory procedures.]
  - [Tests and procedures]]
- Physician's Visits for preventive care are provided as specified under Preventive Care Services.
16. **Physiotherapy (Outpatient).**  
Includes but is not limited to the following rehabilitative services (including Habilitative Services):
- Physical therapy.
  - Occupational therapy.
  - Cardiac rehabilitation therapy.
  - Manipulative treatment.
  - Speech therapy. [Other than as provided for Habilitative Services, speech therapy will be paid only for the treatment of speech, language, voice, communication and auditory processing when the disorder results from Injury, trauma, stroke, surgery, cancer, [or] vocal nodules .]
17. **Medical Emergency Expenses (Outpatient).**  
Only in connection with a Medical Emergency as defined. Benefits will be paid for the facility charge for use of the emergency room and supplies[.] [and:
- The attending Physician's charges.
  - [X-rays.]
  - [Laboratory procedures.]
  - [Tests and procedures.]
  - [Injections.]

[All other Emergency Services received during the visit will be paid as specified in the Schedule of Benefits.]

18. **Diagnostic X-ray Services (Outpatient).**

[Diagnostic X-rays are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 70000 - 79999 inclusive.] X-ray services for preventive care are provided as specified under Preventive Care Services.

19. **Radiation Therapy (Outpatient).**

See Schedule of Benefits.

20. **Laboratory Procedures (Outpatient).**

[Laboratory Procedures are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 80000 - 89999 inclusive.] Laboratory procedures for preventive care are provided as specified under Preventive Care Services.

21. **Tests and Procedures (Outpatient).**

Tests and procedures are those diagnostic services and medical procedures performed by a Physician but do not include:

- Physician's Visits.
- Physiotherapy.
- X-Rays.
- Laboratory Procedures.

The following therapies will be paid under the Tests and Procedures (Outpatient) benefit:

- Inhalation therapy.
- Infusion therapy.
- Pulmonary therapy.
- Respiratory therapy.

Tests and Procedures for preventive care are provided as specified under Preventive Care Services.

22. **Injections (Outpatient)**

When administered in the Physician's office and charged on the Physician's statement. Immunizations for preventive care are provided as specified under Preventive Care Services.

23. **Chemotherapy (Outpatient).**

See Schedule of Benefits.

24. **Prescription Drugs (Outpatient).**

See Schedule of Benefits.

Other

25. **Ambulance Services.**

See Schedule of Benefits.

26. **Durable Medical Equipment.**

Durable Medical Equipment must be all of the following:

- Provided or prescribed by a Physician. A written prescription must accompany the claim when submitted.
- Primarily and customarily used to serve a medical purpose.
- Can withstand repeated use.
- Generally is not useful to a person in the absence of Injury or Sickness.
- Not consumable or disposable except as needed for the effective use of covered durable medical equipment.

For the purposes of this benefit, the following are considered durable medical equipment.

- Braces that stabilize an injured body part and braces to treat curvature of the spine.
- External prosthetic devices that replace a limb or body part but does not include any device that is fully implanted into the body.
- Orthotic devices that straighten or change the shape of a body part.

If more than one piece of equipment or device can meet the Insured's functional need, benefits are available only for the equipment or device that meets the minimum specifications for the Insured's needs. Dental braces are not durable medical equipment and are not covered. [Benefits for durable medical equipment are limited to the initial purchase or one replacement purchase per Policy Year.] No benefits will be paid for rental charges in excess of purchase price.

27. **Consultant Physician Fees.**

Services provided on an Inpatient or outpatient basis.

28. **Dental Treatment.**

Dental treatment when services are performed by a Physician and limited to the following:

- Injury to Sound, Natural Teeth.
- [Removal of impacted[ wisdom] teeth.]

[Breaking a tooth while eating is not covered.] [Routine dental care and treatment to the gums are not covered.]

Pediatric dental benefits are provided in the Pediatric Dental Services provision.

Benefits will also be provided for Hospital or facility charges and general anesthesia services in connection with dental procedures if certified by a Physician that a non-dental medical condition requires which require

Hospital Confinement to safeguard the health of the Insured Person. The following non-dental medical conditions may receive these Hospital benefits:

- Brittle diabetes.
- History of a life-endangering heart condition.
- History of uncontrollable bleeding.
- Severe bronchial asthma.
- Children under 10 years of age who require general anesthetic.
- Other non-dental life-endangering conditions that require hospitalization.

This does not include expenses for the dental procedure.

29. **Mental Illness Treatment.**

Benefits will be paid for services received:

- On an Inpatient basis while confined to a Hospital including partial hospitalization/day treatment received at a Hospital.
- On an outpatient basis including intensive outpatient treatment.

30. **Substance Use Disorder Treatment.**

Benefits will be paid for services received:

- On an Inpatient basis while confined to a Hospital including partial hospitalization/day treatment received at a Hospital.
- On an outpatient basis including intensive outpatient treatment.

31. **Maternity.**

Same as any other Sickness.

Benefits will be paid for an inpatient stay of at least:

- 48 hours following a vaginal delivery.
- 96 hours following a cesarean section delivery.

If the mother agrees, the attending Physician may discharge the mother earlier than these minimum time frames.

32. **Complications of Pregnancy.**

Same as any other Sickness.

33. **Preventive Care Services.**

Medical services that have been demonstrated by clinical evidence to be safe and effective in either the early detection of disease or in the prevention of disease, have been proven to have a beneficial effect on health outcomes and are limited to the following as required under applicable law:

- Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the *United States Preventive Services Task Force*.



- Immunizations for routine use in children, adolescents, and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.
- With respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the *Health Resources and Services Administration*.
- With respect to women, such additional preventive care and screenings provided for in comprehensive guidelines supported by the *Health Resources and Services Administration*.

Benefits defined under the *Health Resources and Service Administration* include the following services:

- BRCA risk assessment testing, genetic testing, and genetic counseling.
- Benefits defined under the *Health Resources and Services Administration*, including:
- At least one form of contraception without cost sharing in each of the methods (currently 18) the FDA has identified for women in its current Birth Control Guide, including clinical services, such as patient education and counseling, needed for provision of the contraceptive method. Contraceptive methods include, but are not limited to, hormonal methods such as oral contraceptives, barrier methods such as prescription diaphragms and implanted devices, and oral medications for emergency contraception. If the Insured's Physician recommends a specific service or FDA-approved item based on Medical Necessity with respect to that Insured, the policy must cover that services without cost sharing.
- Screening and counseling for interpersonal and domestic violence.
- Breastfeeding support and counseling.
- The cost of renting one breast pump per pregnancy in conjunction with childbirth.

Benefits include medically appropriate gender-specific recommended Preventive Care Services as determined by the Insured's Physician, regardless of the Insured's gender assigned at birth, gender identity, or gender of the Insured as otherwise recorded by the Company.

Information about recommended Preventive Care Services may be obtained online at:

[<http://www.uspreventiveservicestaskforce.org/Page/Name/uspstf-a-and-b-recommendations/>] [and]  
[<http://www.hrsa.gov/womensguidelines/>]

34. **Reconstructive Breast Surgery Following Mastectomy.**

Same as any other Sickness and in connection with a covered mastectomy. See Benefits for Reconstructive Surgery Following Mastectomy.

35. **Diabetes Services.**

Same as any other Sickness in connection with the treatment of diabetes.

Benefits will be paid for Medically Necessary:

- Outpatient self-management training, education and medical nutrition therapy service when ordered by a Physician and provided by appropriately licensed or registered healthcare professionals.
- Prescription Drugs, equipment, and supplies including insulin pumps and supplies, blood glucose monitors, insulin syringes with needles, blood glucose and urine test strips, ketone test strips and tablets and lancets and lancet devices.

36. **[High Cost Procedures.**

The following procedures provided on an outpatient basis:

- CT Scan.
- PET Scan
- Magnetic Resonance Imaging.]

37. **Home Health Care.**

Services received from a licensed home health agency that are:

- Ordered by a Physician.
- Provided or supervised by a Registered Nurse in the Insured Person's home.
- Pursuant to a home health plan.

Benefits will be paid only when provided on a part-time, intermittent schedule and when skilled care is required. One visit equals up to four hours of skilled care services.

38. **Hospice Care.**

When recommended by a Physician for an Insured Person that is terminally ill with a life expectancy of six months or less.

All hospice care must be received from a licensed hospice agency.

Hospice care includes:

- Physical, psychological, social, and spiritual care for the terminally ill Insured.
- Short-term grief counseling for immediate family members while the Insured is receiving hospice care.

39. **Inpatient Rehabilitation Facility.**

Services received while confined as a full-time Inpatient in a licensed Inpatient Rehabilitation Facility. Confinement in the Inpatient Rehabilitation Facility must follow within 24 hours of, and be for the same or related cause(s) as, a period of Hospital Confinement or Skilled Nursing Facility confinement.

40. **Skilled Nursing Facility.**

Services received while confined as an Inpatient in a Skilled Nursing Facility for treatment rendered for one of the following:

- In lieu of Hospital Confinement as a full-time inpatient.
- Within 24 hours following a Hospital Confinement and for the same or related cause(s) as such Hospital Confinement.

41. **Urgent Care Center.**

Benefits are limited to:

- The facility or clinic fee billed by the Urgent Care Center.
- [The attending Physician's charges.]
- [X-rays.]
- [Laboratory procedures.]
- [Tests and procedures.]



- [Injections.]

[All other services rendered during the visit will be paid as specified in the Schedule of Benefits.]

42. **Hospital Outpatient Facility or Clinic.**

Benefits are limited to:

- The facility or clinic fee billed by the Hospital.
- [The attending Physician's charges.]
- [X-rays.]
- [Laboratory procedures.]
- [Tests and procedures.]
- [Injections].

[All other services rendered during the visit will be paid as specified in the Schedule of Benefits.]

43. **Approved Clinical Trials.**

Routine Patient Care Costs incurred during participation in an Approved Clinical Trial for the treatment of cancer or other Life-threatening Condition. The Insured Person must be clinically eligible for participation in the Approved Clinical Trial according to the trial protocol and either: 1) the referring Physician is a participating health care provider in the trial and has concluded that the Insured's participation would be appropriate; or 2) the Insured provides medical and scientific evidence information establishing that the Insured's participation would be appropriate.

"Routine patient care costs" means Covered Medical Expenses which are typically provided absent a clinical trial and not otherwise excluded under the policy. Routine patient care costs do not include:

- The experimental or investigational item, device or service, itself.
- Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient.
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

"Life-threatening condition" means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

"Approved clinical trial" means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and is described in any of the following:

- Federally funded trials that meet required conditions.
- The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.

- The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

44. **Transplantation Services.**

Same as any other Sickness for organ or tissue transplants when ordered by a Physician. Benefits are available when the transplant meets the definition of a Covered Medical Expense.

Donor costs that are directly related to organ removal are Covered Medical Expenses for which benefits are payable through the Insured organ recipient's coverage under this policy.

No benefits are payable for transplants which are considered an Elective Surgery or Elective Treatment (as defined) and transplants involving permanent mechanical or animal organs.

Travel, lodging expenses, and food costs may be reimbursed based on the Company's guidelines that are available upon request from customer service. Health services connected with the removal of an organ or tissue from an Insured Person for purposes of a transplant to another person are not covered.

**[Maternity Testing**

---

This policy does not cover all routine, preventive, or screening examinations or testing. The following maternity tests and screening exams will be considered for payment according to the policy benefits if all other policy provisions have been met.

**Initial screening at first visit:**

- Pregnancy test: urine human chorionic gonatropin (HCG)
- Asymptomatic bacteriuria: urine culture
- Blood type and Rh antibody
- Rubella
- Pregnancy-associated plasma protein-A (PAPPA) **(first trimester only)**
- Free beta human chorionic gonadotrophin (hCG) **(first trimester only)**
- Hepatitis B: HBsAg
- Pap smear
- Gonorrhea: Gc culture
- Chlamydia: chlamydia culture
- Syphilis: RPR
- HIV: HIV-ab
- Coombs test
- Cystic fibrosis screening

**Each visit:** Urine analysis

**14-BR-ID-PPD (PY15)**

**Once every trimester:** Hematocrit and Hemoglobin

**Once during first trimester:** Ultrasound

**Once during second trimester:**

- Ultrasound (anatomy scan)
- Triple Alpha-fetoprotein (AFP), Estriol, hCG or Quad screen test Alpha-fetoprotein (AFP), Estriol, hCG, inhibin-a

**Once during second trimester if age 35 or over:** Amniocentesis or Chorionic villus sampling (CVS), non-invasive fetal aneuploidy DNA testing

**Once during second or third trimester:** 50g Glucola (blood glucose 1 hour postprandial)

**Once during third trimester:** Group B Strep Culture

Pre-natal vitamins are not covered, except folic acid supplements with a written prescription. [For additional information regarding Maternity Testing, please call the Company at 1-800-767-0700.]

### **[Mandated Benefits]**

---

#### **BENEFITS FOR MAMMOGRAPHY**

If benefits are provided for the surgical procedure known as a mastectomy, benefits will also be provided as for any other Sickness for a mammography subject to all terms and conditions of the policy and according to the following guidelines:

1. One baseline mammogram for any woman who is thirty-five through thirty-nine years of age.
2. A mammogram every 2 years for any woman who is forty through forty-nine years of age, or more frequently if recommended by the woman's physician.
3. A mammogram every year for any woman who is fifty years of age or older.
4. A mammogram for any woman desiring a mammogram for Medical Necessity.

"**Mastectomy**" means the removal of all or part of the breast for Medically Necessary reasons as determined by a licensed Physician.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

#### **BENEFITS FOR RECONSTRUCTIVE BREAST SURGERY FOLLOWING MASTECTOMY**

Benefits will be paid the same as any other Sickness for reconstructive surgery following a covered mastectomy when the Insured Person elects breast reconstruction in connection with the mastectomy. The coverage shall include the following:

1. Reconstruction of the breast on which the mastectomy was performed;
2. Surgery and reconstruction of the other breast to produce symmetrical appearance;
3. Prostheses; and
4. Treatment of physical complications for all stages of mastectomy including lymphedemas.

Benefits will be provided upon recommendation of a Physician as determined by consultation between the Physician and the patient.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

**[Coordination of Benefits Provision**

---

Benefits will be coordinated with any other eligible medical, surgical or hospital plan or coverage so that combined payments under all programs will not exceed 100% of allowable expenses incurred for covered services and supplies.]

**[Accidental Death and Dismemberment Benefits**

---

**Loss of Life, Limb or Sight**

If such Injury shall independently of all other causes and within [90 - 365] days from the date of Injury solely result in any one of the following specific losses, the Insured Person or beneficiary may request the Company to pay the applicable amount below in addition to payment under the Medical Expense Benefits.

**For Loss Of**

[Life	[\$500.00 - 25,000.00]
Both Hands, Both Feet, or Sight of Both Eyes	[\$500.00 - 25,000.00]
One Hand [and] One Foot	[\$500.00 - 25,000.00]
Either One Hand or One Foot and Sight of One Eye	[\$500.00 - 25,000.00]
One Hand or One Foot or Sight of One Eye	[\$500.00 - 25,000.00]
[Entire Thumb and Index Finger of Either Hand	[\$500.00 - 25,000.00]]

Loss shall mean with regard to hands and feet, dismemberment by severance at or above the wrist or ankle joint; with regard to eyes, entire and irrecoverable loss of sight. Only one specific loss (the greater) resulting from any one Injury will be paid.]

[Life	[\$500.00 - 25,000.00]
Two or More Members	[\$500.00 - 25,000.00]



One Member	[\$500.00 - 25,000.00]
[Thumb or Index Finger	[\$500.00 - 25,000.00]]

Member means hand, arm, foot, leg, or eye. Loss shall mean with regard to hands or arms and feet or legs, dismemberment by severance at or above the wrist or ankle joint; with regard to eyes, entire and irrecoverable loss of sight. Only one specific loss (the greater) resulting from any one Injury will be paid.]]

**[[Accidental] Death Benefit**

If an accidental Injury should independently of all other causes [and within [90 - 365] days from the date of Injury solely] result in the loss of the Insured's life, [or if a covered Sickness should result in the loss of the Insured's life,] the Insured's beneficiary may request the Company to pay \$[500 - 25,000] in addition to payment under any Medical Expense Benefit provision.]

**[[Student Health Center (SHC)] [University Health Service (UHS)] Referral Required**

**[STUDENTS ONLY]**  
**[OUTPATIENT SERVICES ONLY]**

The student [and Spouse/Dependents]] [must] [should] use the services the [Health Center] first where [outpatient] treatment will be administered or referral issued. Expenses incurred for medical treatment rendered outside of the [Student Health Center] for which no prior approval or referral is obtained [are excluded from coverage] [will be subject to [an additional] [a] [\$25 - 500] Deductible][will be paid at [50 - 90%] of the benefits otherwise payable under the Schedule of Benefits]. A referral issued by the [SHC] must accompany the claim when submitted. Only one referral is required for each Injury or Sickness per Policy Year.

A [SHC] referral for outside care is not necessary only under any of the following conditions:

1. Medical Emergency. [The student must return to [SHC] for necessary follow-up care].
- [2. When the [Student Health Center] is closed.]
- [3. When service is rendered at another facility during break or vacation periods.]
- [4. Medical care received when the student is more than [50 miles] from campus.]
- [5. Medical care obtained when a student is no longer able to use the [SHC] due to a change in student status.]
- [6.] Maternity, obstetrical and gynecological care.
- [7. Mental Illness treatment] [and] [Substance Use Disorder treatment].]

[[Dependents] [Dependent children] are not eligible to use the [SHC] and therefore are exempt from the above limitations and requirements.]]

**[[Student Health Center (SHC)] [University Health Service (UHS)] Referral Required**

**[PHYSICIAN'S VISITS]**

Insurance benefits for [Physician's visits] are provided only upon referral by the [Student Health Center]. Expenses incurred for ["Physician's visits"] for which no prior approval or referral is obtained [are excluded from coverage] [will be subject to [an additional] [a] [\$25 - 500 Deductible] [will be paid at [50 - 90%] of the benefits otherwise payable under the Schedule of Benefits]. A referral issued by the [SHC] must accompany the claim when submitted. Only one referral is required for each Injury or Sickness per Policy Year.

A [SHC] referral is not necessary only under any of the following conditions:

1. Medical Emergency. [The student must return to [SHC] for necessary follow-up care].
- [2. When the [Student Health Center] is closed.]
- [3. When service is rendered at another facility during break or vacation periods.]
- [4. Medical care received when the student is more than [50 miles] from campus.]
- [5. Medical care obtained when a student is no longer able to use the [SHC] due to a change in student status.]
- [6.] Maternity, obstetrical and gynecological care.
- [7. Mental Illness treatment] [and] [Substance Use Disorder treatment].]

[[Dependents] [Dependent children] are not eligible to use the [SHC] and therefore are exempt from the above limitations and requirements.]]

**[[ Student Health Center (SHC)] [University Health Service (UHS)] Referral Required**

**[STUDENTS ONLY]**

The student [and Spouse/[Dependents]] should use the services of the [Health Center] first where treatment will be administered or referral issued. Expenses incurred for medical treatment rendered outside of the [Student Health Center] for which no prior approval or referral is obtained will be paid at the Out-of-Network level of benefits as specified in the Schedule of Benefits. A referral issued by the [SHC] must accompany the claim when submitted. Only one referral is required for each Injury or Sickness per Policy Year.

A [SHC] referral for outside care is not necessary only under any of the following conditions:

1. Medical Emergency. [The student must return to [SHC] for necessary follow-up care].
- [2. When the [Student Health Center] is closed.]
- [3. When service is rendered at another facility during break or vacation periods.]
- [4. Medical care received when the student is more than [50 miles] from campus.]
- [5. Medical care obtained when a student is no longer able to use the [SHC] due to a change in student status.]
- [6.] Maternity, obstetrical and gynecological care.
- [7. Mental Illness treatment] [and] [Substance Use Disorder treatment].]



[Dependents [Dependent children] are not eligible to use the [SHC]; and therefore, are exempt from the above limitations and requirements.]]

**[[Optional] Repatriation Benefit**

---

[International] [Students Only]  
[\$500 - 25,000] Maximum Benefit]

[This optional benefit is subject to payment of the additional premium as specified on the enrollment card. [Optional benefits may only be purchased at the time of initial enrollment in the Plan and may not be added later.]]

If the Insured dies while insured under the Policy, benefits will be paid up to \$[500 - \$25,000] for preparing and transporting the remains of the deceased's body to his home country. [This benefit is limited to the Maximum Benefit specified above.]]

**[[Optional] Medical Evacuation Benefit**

---

[International] [Students Only]  
[\$500 - \$25,000] Maximum Benefit]

[This optional benefit is subject to payment of the additional premium as specified on the enrollment card. [Optional benefits may only be purchased at the time of initial enrollment in the Plan and may not be added later.]]

When Hospital Confined for at least [five] consecutive days, and recommended and approved by the attending Physician, benefits will be paid up to \$[500 - \$25,000] for the evacuation of the Insured to his home country. [This benefit is limited to the Maximum Benefit specified above.]]

**[Continuation Privilege**

---

All Insured Persons who have been continuously insured under the school's regular student Policy for at least [3 - 12] [consecutive months][one semester] [or] [one quarter] and who no longer meet the Eligibility requirements under that Policy are eligible to continue their coverage for a period of not more than [[30 - 90] days] [[3 - 6] months] under the school's policy in effect at the time of such continuation. If an Insured Person is still eligible for continuation at the beginning of the next Policy Year, the Insured must purchase coverage under the new policy as chosen by the school. Coverage under the new policy is subject to the rates and benefits selected by the school for that policy year.

[Application must be made and] premium must be paid directly to [UnitedHealthcare **StudentResources**] and be received within [14] days after the expiration date of your student coverage. For further information on the Continuation privilege, please contact [UnitedHealthcare **StudentResources**.]]

**[Dental Benefits**

---

Benefits will be paid for the following specific procedures. Payment will not exceed [the maximum amount specified for each procedure].

[Insert E]

[E] = any dental procedure listed in the "Code for Most Frequently Repeated Dental Procedures" published by the Journal of the American Dental Association.]

**[Student Health Center]**

**[Routine Foot Care Treatment]**

**(Any service or treatment listed in the "Exclusions and Limitations")**

Benefits will be paid for [routine foot care including the care, cutting, and removal of [corns,] [calluses,] [toenails,] and [bunions]] provided that [[the surgery is performed] [the treatment is rendered] at [the Student Health Center]] [or] [the Insured obtains a referral from the Student Health Center for outside treatment]. [The referral issued by the Student Health Center must accompany the claim when submitted.]

**Definitions**

---

**COINSURANCE** means the percentage of Covered Medical Expenses that the Company pays.

**COMPLICATION OF PREGNANCY** means a condition: 1) which requires the Insured to be Hospital Confined (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and 2) Cesarean section delivery, ectopic pregnancy which is terminated, spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, eclampsia and toxemia.

**CONGENITAL CONDITION** means a condition existing at or from birth that is a significant deviation from the common form or function of the body, whether caused by a hereditary or developmental defect or disease. For the purposes of this definition, significant deviation is a deviation which impairs the function of the body and includes but is not limited to the conditions of cleft lip, cleft palate, webbed fingers or toes, sixth toes or fingers, or defects of metabolism and other conditions that are medically diagnosed to be congenital condition.

**COPAY/COPAYMENT** means a specified dollar amount that the Insured is required to pay for certain Covered Medical Expenses.

**COVERED MEDICAL EXPENSES** means reasonable charges which are: 1) not in excess of Usual and Customary Charges; 2) not in excess of the Preferred Allowance when the policy includes Preferred Provider benefits and the charges are received from a Preferred Provider; 3) not in excess of the maximum benefit amount payable per service as specified in the Schedule of Benefits; 4) made for services and supplies not excluded under the policy; 5) made for services and supplies which are a Medical Necessity; 6) made for services included in the Schedule of Benefits; and 7) in excess of the amount stated as a Deductible, if any.

Covered Medical Expenses will be deemed "incurred" only: 1) when the covered services are provided; and 2) when a charge is made to the Insured Person for such services.

**CUSTODIAL CARE** means services that are any of the following:

1. Non-health related services, such as assistance in activities.
2. Health-related services that are provided for the primary purpose of meeting the personal needs of the patient or maintaining a level of function (even if the specific services are considered to be skilled services), as opposed to improving that function to an extent that might allow for a more independent existence.
3. Services that do not require continued administration by trained medical personnel in order to be delivered safely and effectively.

**DEDUCTIBLE** means if an amount is stated in the Schedule of Benefits or any rider to this policy as a deductible, it shall mean an amount to be subtracted from the amount or amounts otherwise payable as Covered Medical Expenses before payment of any benefit is made. The deductible will apply as specified in the Schedule of Benefits.

**[DEPENDENT** means the legal spouse of the Named Insured and their dependent-children. [Dependent shall also include the Domestic Partner of the Named Insured and their dependent, unmarried children.] Children shall cease to be dependent at the end of the month in which they attain the age of [26 – 30] years.

The attainment of the limiting age will not operate to terminate the coverage of such child while the child is and continues to be both:

1. Incapable of self-sustaining employment by reason of intellectual disability or physical handicap.
2. Chiefly dependent upon the Insured Person for support and maintenance.

Proof of such incapacity and dependency shall be furnished to the Company: 1) by the Named Insured; and, 2) within 31 days of the child's attainment of the limiting age. Subsequently, such proof must be given to the Company annually following the child's attainment of the limiting age.

If a claim is denied under the policy because the child has attained the limiting age for dependent children, the burden is on the Insured Person to establish that the child is and continues to be handicapped as defined by subsections (1) and (2).]



**[DOMESTIC PARTNER** means a person who is neither married nor related by blood or marriage to the Named Insured but who 1) lives together with the Named Insured in the same residence and intends to do so indefinitely; and 2) is responsible with the Named Insured for each other's welfare. A domestic partner relationship may be demonstrated by any three of the following types of documentation: 1) a joint mortgage or lease; 2) designation of the domestic partner as beneficiary for life insurance; 3) designation of the domestic partner as primary beneficiary in the Named Insured's will; 4) domestic partnership agreement; 5) powers of attorney for property and/or health care; and 6) joint ownership of either a motor vehicle, checking account or credit account.]

**ELECTIVE SURGERY OR ELECTIVE TREATMENT** means those health care services or supplies that do not meet the health care need for a Sickness or Injury. Elective surgery or elective treatment includes any service, treatment or supplies that: 1) are deemed by the Company to be research or experimental; or 2) are not recognized and generally accepted medical practices in the United States.

**EMERGENCY SERVICES** means, with respect to a Medical Emergency:

1. A medical screening examination that is within the capability of the emergency department of a Hospital, including ancillary services routinely available to the emergency department to evaluate such emergency medical condition; and
2. Such further medical examination and treatment to stabilize the patient to the extent they are within the capabilities of the staff and facilities available at the Hospital.

**HABILITATIVE SERVICES** means outpatient occupational therapy, physical therapy and speech therapy prescribed by the Insured Person's treating Physician pursuant to a treatment plan to develop a function not currently present as a result of a congenital, genetic, or early acquired disorder.

Habilitative services do not include services that are solely educational in nature or otherwise paid under state or federal law for purely educational services. Custodial Care, respite care, day care, therapeutic recreation, vocational training and residential treatment are not habilitative services.

A service that does not help the Insured person to meet functional goals in a treatment plan within a prescribed time frame is not a habilitative service. When the Insured Person reaches his/her maximum level of improvement or does not demonstrate continued progress under a treatment plan, a service that was previously habilitative is no longer habilitative.

**HOSPITAL** means a licensed or properly accredited general hospital which: 1) is open at all times; 2) is operated primarily and continuously for the treatment of and surgery for sick and injured persons as inpatients; 3) is under the supervision of a staff of one or more legally qualified Physicians available at all times; 4) continuously provides on the premises 24 hour nursing service by Registered Nurses; 5) provides organized facilities for diagnosis and major

surgery on the premises or in facilities available to the Hospital on a pre-arranged basis and under the supervision of a duly licensed Physician; and 6) is not primarily a clinic, nursing, rest or convalescent home.

**HOSPITAL CONFINED/HOSPITAL CONFINEMENT** means confinement as an Inpatient in a Hospital by reason of an Injury or Sickness for which benefits are payable.

**INJURY** means bodily injury which is all of the following:

1. directly and independently caused by specific accidental contact with another body or object.
2. unrelated to any pathological, functional, or structural disorder.
3. a source of loss.
4. treated by a Physician within [30 - 365] days after the date of accident.
5. sustained while the Insured Person is covered under this policy.

All injuries sustained in one accident, including all related conditions and recurrent symptoms of these injuries will be considered one injury. Injury does not include loss which results wholly or in part, directly or indirectly, from disease or other bodily infirmity. [Covered Medical Expenses incurred as a result of an injury that occurred prior to this policy's Effective Date will be considered a Sickness under this policy.]

**INPATIENT** means an uninterrupted confinement that follows formal admission to a Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility by reason of an Injury or Sickness for which benefits are payable under this policy.

**INPATIENT REHABILITATION FACILITY** means a long term acute inpatient rehabilitation center, a Hospital (or special unit of a Hospital designated as an inpatient rehabilitation facility) that provides rehabilitation health services on an Inpatient basis as authorized by law.

**INSURED PERSON** means: 1) the Named Insured; and, 2) Dependents of the Named Insured, if: 1) the Dependent is properly enrolled in the program, and 2) the appropriate Dependent premium has been paid]. The term "Insured" also means Insured Person.

**INTENSIVE CARE** means: 1) a specifically designated facility of the Hospital that provides the highest level of medical care; and 2) which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be: 1) permanently equipped with special life-saving equipment for the care of the critically ill or injured; and 2) under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the intensive care unit. Intensive care does not mean any of these step-down units:

1. Progressive care.
2. Sub-acute intensive care.
3. Intermediate care units.

4. Private monitored rooms.
5. Observation units.
6. Other facilities which do not meet the standards for intensive care.

**MEDICAL EMERGENCY** means the occurrence of a sudden, serious and unexpected Sickness or Injury. In the absence of immediate medical attention, a reasonable person could believe this condition would result in any of the following:

1. Death.
2. Placement of the Insured's health in jeopardy.
3. Serious impairment of bodily functions.
4. Serious dysfunction of any body organ or part.
5. In the case of a pregnant woman, serious jeopardy to the health of the fetus.

Expenses incurred for "Medical Emergency" will be paid only for Sickness or Injury which fulfills the above conditions. These expenses will not be paid for minor Injuries or minor Sicknesses.

**MEDICAL NECESSITY/MEDICALLY NECESSARY** means those services or supplies provided or prescribed by a Hospital or Physician which are all of the following:

1. Essential for the symptoms and diagnosis or treatment of the Sickness or Injury.
2. Provided for the diagnosis, or the direct care and treatment of the Sickness or Injury.
3. In accordance with the standards of good medical practice.
4. Not primarily for the convenience of the Insured, or the Insured's Physician.
5. The most appropriate supply or level of service which can safely be provided to the Insured.

The Medical Necessity of being confined as an Inpatient means that both:

The Insured requires acute care as a bed patient.

The Insured cannot receive safe and adequate care as an outpatient.

This policy only provides payment for services, procedures and supplies which are a Medical Necessity. No benefits will be paid for expenses which are determined not to be a Medical Necessity, including any or all days of Inpatient confinement.

**MENTAL ILLNESS** means a Sickness that is a mental, emotional or behavioral disorder listed in the mental health or psychiatric diagnostic categories in the current *Diagnostic and Statistical Manual of the American Psychiatric Association*. The fact that a disorder is listed in the *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment of the disorder is a Covered Medical Expense. [If not excluded or defined elsewhere in the policy, all mental health or psychiatric diagnoses are considered one Sickness.]



**NAMED INSURED** means an eligible, registered student of the Policyholder, if: 1) the student is properly enrolled in the program; and 2) the appropriate premium for coverage has been paid.

**[NEWBORN INFANT AND ADOPTED CHILD** means any newborn child of an Insured and any newborn adopted child placed with the Insured within 60 days after birth while that person is insured under this policy. Any such child will be covered under the policy for the first 60 days after birth. In the case of an adopted child placed with the Insured more than 60 days after the birth of the child while that person is insured under this policy, coverage shall begin on the date the child is so placed. Coverage for such newborn or adopted child will be for Injury or Sickness, including medically diagnosed Congenital Conditions, prematurity and nursery care; benefits will be the same as for the Insured Person who is the child's parent.

Prior to legal finalization of adoption, coverage shall be provided for a child placed for adoption in the same manner as it would with respect to a naturally born child of the Insured until the first to occur of the following events:

- a) The date the child is removed permanently from that placement and the legal obligation terminates; or
- b) The date the Insured rescinds, in writing, the agreement of adoption or agreement assuming financial responsibility.

[The Insured will have the right to continue such coverage for the child beyond the first 60 days. To continue the coverage the Insured must, within the 60 days after the child's birth or placement for adoption: 1) apply to the Company; and 2) pay the required additional premium, if any, not less than thirty-one (31) days following receipt by the Insured of notice for the required premium for the continued coverage. If the Insured does not use this right as stated here, all coverage as to that child will terminate at the end of the first 60 days after the child's birth.]

The term "placed" shall mean physical placement in the care of the Insured, or in those circumstances in which such physical placement is prevented due to the medical needs of the child requiring placement in a medical facility, it shall mean when the Insured signs an agreement for adoption of such child and signs an agreement assuming financial responsibility for such child.]

**OUT-OF-POCKET MAXIMUM** means the amount of Covered Medical Expenses that must be paid by the Insured Person before Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year. Refer to the Schedule of Benefits for details on how the Out-of-Pocket Maximum applies.

**PHYSICIAN** means a legally qualified licensed practitioner of the healing arts who provides care within the scope of his/her license, other than a member of the person's immediate family.

The term "member of the immediate family" means any person related to an Insured Person within the third degree by the laws of consanguinity or affinity.

**PHYSIOTHERAPY** means short-term outpatient rehabilitation therapies (including Habilitative Services) administered by a Physician.

**POLICY YEAR** means the period of time beginning on the policy Effective Date and ending on the policy Termination Date.

**PRESCRIPTION DRUGS** mean: 1) prescription legend drugs; 2) compound medications of which at least one ingredient is a prescription legend drug; 3) any other drugs which under the applicable state or federal law may be dispensed only upon written prescription of a Physician; and 4) injectable insulin.

**REGISTERED NURSE** means a professional nurse (R.N.) who is not a member of the Insured Person's immediate family.

**SICKNESS** means sickness or disease of the Insured Person which causes loss while the Insured Person is covered under this policy. [All related conditions and recurrent symptoms of the same or a similar condition will be considered one sickness.] [Covered Medical Expenses incurred as a result of an Injury that occurred prior to this policy's Effective Date will be considered a sickness under this policy.]

**SKILLED NURSING FACILITY** means a Hospital or nursing facility that is licensed and operated as required by law.

**SOUND, NATURAL TEETH** means natural teeth, the major portion of the individual tooth is present, regardless of fillings or caps; and is not carious, abscessed, or defective.

**SUBSTANCE USE DISORDER** means a Sickness that is listed as an alcoholism and substance use disorder in the current *Diagnostic and Statistical Manual of the American Psychiatric Association*. The fact that a disorder is listed in the *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment of the disorder is a Covered Medical Expense. [If not excluded or defined elsewhere in the policy, all alcoholism and substance use disorders are considered one Sickness.]

**[TOTALLY DISABLED** means a condition of a Named Insured which, because of [Sickness or] Injury, renders the Insured unable to actively attend classes. [A totally disabled Dependent is one who is unable to perform all activities usual for a person of that age.]]

**URGENT CARE CENTER** means a facility that provides treatment required to prevent serious deterioration of the Insured Person's health as a result of an unforeseen Sickness, Injury, or the onset of acute or severe symptoms.

**USUAL AND CUSTOMARY CHARGES** means the lesser of the actual charge or a reasonable charge which is : 1) usual and customary when compared with the charges made for similar services and supplies; and 2) made to persons having similar medical conditions in the [locality of the Policyholder][locality where service is rendered]. The Company uses data from [FAIR Health, Inc.] to determine Usual and Customary Charges. No payment will be made under this policy for any expenses incurred which in the judgment of the Company are in excess of Usual and Customary Charges.

### **Exclusions and Limitations**

---

No benefits will be paid for: a) loss or expense caused by, contributed to, or resulting from; or b) treatment, services or supplies for, at, or related to any of the following:

1. [Acne[, except as specifically provided in the policy].]
2. [Acupuncture[, except as specifically provided in the policy].]
3. [Addiction, such as:
  - [Caffeine addiction.]
  - [Non-chemical addiction, such as: gambling, sexual, spending, shopping, working and religious.]
  - [Codependency.]]
4. [[Behavioral problems.] [Conceptual handicap.] [Developmental delay or disorder or mental retardation.] [Intensive behavioral therapies, such as applied behavioral analysis.] [Learning disabilities.] [Milieu therapy.] [Parent-child problems.] This exclusion does not apply the treatment of any Mental Illness or Substance Use Disorder as defined in the policy.]]
5. [Biofeedback[, except as specifically provided in the policy].]
6. [Chronic pain disorders.]
7. [Circumcision.]
8. [Cosmetic procedures, except [as specifically provided in the policy or] reconstructive procedures to:
  - Correct an Injury or treat a Sickness for which benefits are otherwise payable under this policy. The primary result of the procedure is not a changed or improved physical appearance.
  - Treat or correct a Congenital Condition of a covered Dependent child.
  - Treat or correct Congenital Conditions of a Newborn and Adopted child.]
9. [Custodial Care.
  - Care provided in: rest homes, health resorts, homes for the aged, halfway houses, [college infirmaries] or places mainly for domiciliary or Custodial Care.
  - Extended care in treatment or substance abuse facilities for domiciliary or Custodial Care.]
10. [Dental treatment, except:
  - For accidental Injury to [Sound,] Natural Teeth.
  - As described under Dental Treatment in the policy.
  - [As specifically provided in the Schedule of Benefits.]]This exclusion does not apply to benefits specifically provided in Pediatric Dental Services.]
11. [Elective Surgery or Elective Treatment.]
12. Elective abortion, except to preserve the life of the female upon whom the abortion is performed.
13. [Flight in any kind of aircraft, except while riding as a passenger on a regularly scheduled flight of a commercial airline[, or chartered aircraft only while participating in a school sponsored [intercollegiate sport][activity]].]
14. [Foot care for the following[, except as specifically provided in the policy]:
  - [Flat foot conditions.]
  - [Supportive devices for the foot.]
  - [Subluxations of the foot.]
  - [Fallen arches.]



- [Weak feet.]
- [Chronic foot strain.]
- [Routine foot care including the care, cutting and removal of [corns,] [calluses,] [toenails,] [and] [bunions (except capsular or bone surgery)].]

This exclusion does not apply to preventive foot care for Insured Persons with diabetes.]

15. [Health spa or similar facilities.] [Strengthening programs.]
16. [[Hearing examinations.] [Hearing aids.] Other treatment for hearing defects and hearing loss. "Hearing defects" means any physical defect of the ear which does or can impair normal hearing, apart from the disease process.  
This exclusion does not apply to:
  - Hearing defects or hearing loss as a result of an infection or Injury.
  - [Benefits specifically provided in the policy.]
17. [Hirsutism.] [Alopecia.]
18. [Hypnosis.]
19. [Immunizations, except as specifically provided in the policy.] [Preventive medicines or vaccines, except where required for treatment of a covered Injury or as specifically provided in the policy.]
20. [Injury caused by, contributed to, or resulting from the [addiction to or] use of:
  - [Alcohol.]
  - [Intoxicants.]
  - [Hallucinogenics.]
  - [Illegal drugs.]
  - Any drugs or medicines that are not taken in the recommended dosage or for the purpose prescribed by the Insured Person's Physician.]
21. [Injury or Sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation.]
22. [Injury or Sickness outside the United States and its possessions[, Canada] [or] [Mexico][, except [for a Medical Emergency] when traveling for [academic study abroad programs,] [business] [or] [pleasure]].]
23. [Injury occurring during practice or play of curricular or competitive sports activities as a member of the school sponsored sports team.]
24. [Investigational services.]
25. [Lipectomy.]
26. [[Marital] [or] [family] counseling.]
27. [[Outpatient Physiotherapy; except when referred by the Student Health Center.]
28. [Participation in a riot or civil disorder. Commission of or attempt to commit a felony. [Fighting.]]
29. [Prescription Drugs, services or supplies as follows[, except as specifically provided in the policy]:
  - [Therapeutic devices or appliances, including: [hypodermic needles,] [syringes,] support garments and other non-medical substances, regardless of intended use, except as specifically provided in the policy.]
  - [Birth control and/or contraceptives, oral or other, whether medication or device[, regardless of intended use;] except as specifically provided in Preventive Care Services[ or except as specifically provided in the policy].]

- [Immunization agents, except as specifically provided in the policy.] [Biological sera.] [Blood or blood products administered on an outpatient basis.]
  - [Drugs labeled, "Caution - limited by federal law to investigational use" or experimental drugs.]
  - [Products used for cosmetic purposes.]
  - [Drugs used to treat or cure baldness.][Anabolic steroids used for body building.]
  - [Anorectics - drugs used for the purpose of weight control.]
  - [Fertility agents, such as Parlodel, Pergonal, Clomid, Profasi, Metrodin, or Serophene.]
  - [Growth hormones, except to treat children with growth failure due to a pituitary disorder.]
  - [Refills in excess of the number specified or dispensed after one (1) year of date of the prescription.]]
30. [Reproductive/Infertility services including but not limited to the following[, except as specifically provided in the policy]:
- [Procreative counseling.]
  - [Genetic counseling] [and] [genetic testing.]
  - [Cryopreservation of reproductive materials.] [Storage of reproductive materials.]
  - [Fertility tests.]
  - [Infertility treatment (male or female), including any services or supplies rendered for the purpose or with the intent of inducing conception.]
  - [Premarital examinations.]
  - [Impotence, organic or otherwise.]
  - [Female sterilization procedures, except as specifically provided in the policy.]
  - [Vasectomy.]
  - [Reversal of sterilization procedures.]
  - [Sexual reassignment surgery.]
31. [Research or examinations relating to research studies, or any treatment for which the patient or the patient's representative must sign an informed consent document identifying the treatment in which the patient is to participate as a research study or clinical research study, except as specifically provided in the policy for Approved Clinical Trials.]
32. [[Routine eye examinations.] [Eye refractions.] [Eyeglasses.] [Contact lenses.] [Prescriptions or fitting of eyeglasses or contact lenses.] [Vision correction surgery.] [Treatment for visual defects and problems.]
- This exclusion does not apply as follows:
- When due to a covered Injury or disease process.
  - To benefits specifically provided in Pediatric Vision Services.
  - [To benefits specifically provided in the policy.]
  - To the first pair of eyeglasses or contact lenses following cataract surgery which must be purchased within 90 days following surgery.]
33. [Routine Newborn Infant Care and well-baby nursery and related Physician charge, except as specifically provided in the policy.]
34. [Preventive care services, except as specifically provided in the policy, including:
- [Routine physical examinations and routine testing.]
  - [Preventive testing or treatment.]



- [Screening exams or testing in the absence of Injury or Sickness.]
35. [Services provided [normally without charge] by the Health Service of the Policyholder.] [Services covered or provided by the student health fee.]
  36. [[Skeletal irregularities of one or both jaws, including orthognathia and mandibular retrognathia.] [Temporomandibular joint dysfunction.] [Deviated nasal septum, including submucous resection and/or other surgical correction thereof.] [Nasal and sinus surgery, except for treatment of a covered Injury[ or treatment of chronic sinusitis].] [This exclusion does not apply to benefits specifically provided in the policy.]]
  37. [Professional participation in the following activities: [Skiing.] [Snowboarding.] [Scuba diving.] [Surfing.] [Roller skating.] [Skateboarding.] [Riding in a rodeo.]
  38. [Professional participation in the following activities: [Skydiving.] [Parachuting.] [Hang gliding.] [Glider flying.] [Parasailing.] [Sail planing.] [Bungee jumping.]
  39. [Sleep disorders[, except as specifically provided in the policy.]
  40. [Speech therapy, except as specifically provided in the policy.] [Naturopathic services.]
  41. [Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional.]
  42. [Suicide or attempted suicide while sane or insane [(including drug overdose)].] [Intentionally self-inflicted Injury.]
  43. [Supplies, except as specifically provided in the policy.]
  44. [Surgical breast reduction, breast augmentation, breast implants or breast prosthetic devices, [or gynecomastia,] except as specifically provided in the policy.]
  45. [Professional participation in or related to any: Travel in or upon, sitting in or upon, alighting to or from, or working on or around any:
    - [Motorcycle.]
    - [Recreational vehicle including but not limiting to: [two- or three-wheeled motor vehicle,] [four-wheeled all terrain vehicle (ATV),] [jet ski,] [ski cycle,] [or] [snowmobile].]
  46. [Treatment in a Government hospital, unless there is a legal obligation for the Insured Person to pay for such treatment.]
  47. [War or any act of war, declared or undeclared; or while in the armed forces of any country (a pro-rata premium will be refunded upon request for such period not covered).]
  48. [Weight management.] [Weight reduction.] [Nutrition programs.] [Treatment for obesity [(except [surgery for] morbid obesity)].] Surgery for removal of excess skin or fat.] [This exclusion does not apply to benefits specifically provided in the policy.]

#### **[[FrontierMEDEX: Global Emergency Medical Assistance]**

---

A description of services provided by [FrontierMEDEX] is inserted here when requested by the policyholder.]

#### **[[Nurseline][Collegiate Assistance Program]**

---



A description of services provided by [Nurseline] [Collegiate Assistance Program] is inserted here when requested by the policyholder.]

### **[Online Access to Account Information]**

---

[UnitedHealthcare **StudentResources**] Insureds have online access to claims status, EOBs, ID Cards, network providers, correspondence and coverage information by logging in to *My Account* at [www.uhcsr.com/myaccount]. Insured students who don't already have an online account may simply select the "create **My Account** Now" link. Follow the simple, onscreen directions to establish an online account in minutes using your 7-digit Insurance ID number or the email address on file.

As part of [UnitedHealthcare **StudentResources**'] environmental commitment to reducing waste, we've adopted a number of initiatives designed to preserve our precious resources while also protecting the security of a student's personal health information.

*My Account* now includes Message Center - a self-service tool that provides a quick and easy way to view any email notifications we may have sent. In *Message Center*, notifications are securely sent directly to the Insured student's email address. If the Insured student prefers to receive paper copies, he or she may opt-out of electronic delivery by going into *My Email Preferences* and making the change there.

### **[ID Cards]**

---

One way we are becoming greener is to no longer automatically mail out *ID Cards*. Instead, we will send an email notification when the digital ID card is available to be downloaded from *My Account*. An Insured student may also use *My Account* to request delivery of a permanent ID card through the mail.]

### **[UHCSR Mobile App]**

---

The UHCSR Mobile App is available for download from Google Play or Apple's App Store. Features of the Mobile App include easy access to:

- ID Cards – view, save to your device, fax or email directly to your provider. Covered Dependents are also included.
- Provider Search – search for In-Network participating Healthcare or Mental Health providers, call the office or facility; view a map.
- Find My Claims – view claims received within the past 60 days for both the primary insured and covered dependents; includes Provider, date of service, status, claim amount and amount paid.]

### **[UnitedHealth Allies]**

---

Insured students also have access to the UnitedHealth Allies® discount program. Simply log in to *My Account* as described above and select *UnitedHealth Allies Plan* to learn more about the discounts available. When the Medical ID card is viewed or printed, the UnitedHealth Allies card is also included. The UnitedHealth Allies Program is not insurance and is offered by UnitedHealth Allies, a UnitedHealth Group company.]

**Claim Procedures for Injury and Sickness Benefits**

---

[In the event of Injury [or Sickness], students should:]

1. Report [to the [Student Health Service] [or] [Infirmary] [for [treatment] [or] [referral]], or when not in school,] to their Physician or Hospital.]
2. [Mail to the address below all medical and hospital bills along with the patient's name and insured student's name, address, SR ID number (insured's insurance company ID number) and name of the [college] [or] [university] under which the student is insured.] [A Company claim form is not required for filing a claim.]
3. [Secure a Company claim form [from the Student Health Service] [or] [from the address below], [fill in the necessary information,] [have the attending physician complete his portion of the form,] [fill out the form completely,] attach all medical and hospital bills and mail to the address below. [No claim will be paid unless a Company claim form is filled out completely and mailed to the address below.]
4. Submit claims for payment within 90 days after the date of service. If the Insured doesn't provide this information within one year of the date of service, benefits for that service may be denied at our discretion. This time limit does not apply if the Insured is legally incapacitated.

Submit the above information to the Company by mail:

[UnitedHealthcare StudentResources  
P.O. Box 809025  
Dallas, TX 75380-9025  
[By facsimile (fax):  
[xxx-xxx-xxxx]]

**Pediatric Dental Services Benefits**

---

Benefits are provided for Covered Dental Services for Insured Persons under the age of [19-21]. Benefits terminate on the earlier of: 1) [date] [last day of the month] [last day of the Policy Year] the Insured Person reaches the age of [19 - 21]; or 2) the date the Insured Person's coverage under the policy terminates.

**Section 1: Accessing Pediatric Dental Services**

**Network and Non-Network Benefits**

**Network Benefits** apply when the Insured Person chooses to obtain Covered Dental Services from a Network Dental Provider. Insured Persons generally are required to pay less to the Network Dental Provider than they would pay for services from a non-Network provider. Network Benefits are determined based on the contracted fee for each Covered Dental Service. In no event, will the Insured Person be required to pay a Network Dental Provider an amount for a Covered Dental Service in excess of the contracted fee.

In order for Covered Dental Services to be paid as Network Benefits, the Insured must obtain all Covered Dental Services directly from or through a Network Dental Provider.

Insured Persons must always verify the participation status of a provider prior to seeking services. From time to time, the participation status of a provider may change. Participation status can be verified by calling the Company and/or the provider. If necessary, the Company can provide assistance in referring the Insured Person to a Network Dental Provider.

The Company will make a Directory of Network Dental Providers available to the Insured Person. The Insured Person can also call Customer Service at [877-816-3596] to determine which providers participate in the Network. The telephone number for Customer Service is also on the Insured's ID card.

**Non-Network Benefits** apply when Covered Dental Services are obtained from non-Network Dental Providers. Insured Persons generally are required to pay more to the provider than for Network Benefits. Non-Network Benefits are determined based on the Usual and Customary Fee for similarly situated Network Dental Providers for each Covered Dental Service. The actual charge made by a non-Network Dental Provider for a Covered Dental Service may exceed the Usual and Customary Fee. As a result, an Insured Person may be required to pay a non-Network Dental Provider an amount for a Covered Dental Service in excess of the Usual and Customary Fee. In addition, when Covered Dental Services are obtained from non-Network Dental Providers, the Insured must file a claim with the Company to be reimbursed for Eligible Dental Expenses.

**Covered Dental Services**

Benefits are eligible for Covered Dental Services if such Dental Services are Necessary and are provided by or under the direction of a Network Dental Provider.

Benefits are available only for Necessary Dental Services. The fact that a Dental Provider has performed or prescribed a procedure or treatment, or the fact that it may be the only available treatment for a dental disease, does not mean that the procedure or treatment is a Covered Dental Service.

**Pre-Treatment Estimate**

If the charge for a Dental Service is expected to exceed \$300 or if a dental exam reveals the need for fixed bridgework, the Insured Person may receive a pre-treatment estimate. To receive a pre-treatment estimate, the Insured Person or Dental Provider should send a notice to the Company, via claim form, within 20 calendar days of the exam. If requested, the Dental Provider must provide the Company with dental x-rays, study models or other information necessary to evaluate the treatment plan for purposes of benefit determination.

The Company will determine if the proposed treatment is a Covered Dental Service and will estimate the amount of payment. The estimate of benefits payable will be sent to the Dental Provider and will be subject to all terms, conditions and provisions of the policy.



A pre-treatment estimate of benefits is not an agreement to pay for expenses. This procedure lets the Insured Person know in advance approximately what portion of the expenses will be considered for payment.

**[Pre-Authorization]**

Pre-authorization is required for all orthodontic services. The Insured Person should speak to the Dental Provider about obtaining a pre-authorization before Dental Services are rendered. If the Insured Person does not obtain a pre-authorization, the Company has a right to deny the claim for failure to comply with this requirement.

If a treatment plan is not submitted, the Insured Person will be responsible for payment of any dental treatment not approved by the Company. Clinical situations that can be effectively treated by a less costly, clinically acceptable alternative procedure will be assigned a Benefit based on the less costly procedure.]

**Section 2: Benefits for Pediatric Dental Services**

Benefits are provided for the Dental Services stated in this Section when such services are:

- A. Necessary.
- B. Provided by or under the direction of a Dental Provider.
- C. Clinical situations that can be effectively treated by a less costly, dental appropriate alternative procedure will be assigned a Benefit based on the least costly procedure.
- D. Not excluded as described in Section 3: Pediatric Dental Services exclusions.

**[Policy Deductible]**

Benefits for pediatric Dental Services are subject to the Deductible stated in the policy Schedule of Benefits.]

**[Dental Services Deductible]**

Benefits for pediatric Dental Services are not subject to the policy Deductible stated in the policy Schedule of Benefits. Instead, benefits for pediatric Dental Services are subject to a separate Dental Services Deductible. [For Network Benefits, the Dental Services Deductible per Policy Year is [\$0 -\$2,000] per Insured Person[, not to exceed [\$0 - 4,000] for all Insured Persons in a family]. For Non-Network Benefits, the Dental Services Deductible per Policy Year is [\$0 -\$2,000] per Insured Person[, not to exceed [\$0 - 4,000] for all Insured Persons in a family].] [For any combination of Network and Non-Network Benefits, the Dental Services Deductible per Policy Year is [\$0 -\$2,000] per Insured Person[, not to exceed [\$0 - 4,000] for all Insured Persons in a family].

[The Dental Services Deductible does not apply to Diagnostic Services and/or Preventive Services.]

**Benefits**

When Benefit limits apply, the limit stated refers to any combination of Network Benefits and Non-Network Benefits unless otherwise specifically stated. Benefit limits are calculated on a Policy Year basis unless otherwise specifically stated.

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
<b>Diagnostic Services - [(Not subject to payment of the [Dental Services] Deductible.)]</b>		
Intraoral Bitewing Radiographs (Bitewing X-ray) Limited to 1 set of films every 6 months.	[[50 - 100%] [100% after a Copayment of \$[1 - 100]]	[[50 - 100%]
Panorex Radiographs (Full Jaw X-ray) or Complete Series Radiographs (Full Set of X-rays) Limited to 1 film every 60 months.	[[50 - 100%] [100% after a Copayment of \$[1 - 100]]	[[50 - 100%]
Periodic Oral Evaluation (Checkup Exam) Limited to 1 every 6 months. Covered as a separate Benefit only if no other service was done during the visit other than X-rays.	[[50 - 100%] [100% after a Copayment of \$[1 - 100]]	[[50 - 100%]
<b>Preventive Services - [(Not subject to payment of the [Dental Services] Deductible.)]</b>		
Dental Prophylaxis (Cleanings) Limited to 1 every 6 months.	[[50 - 100%] [100% after a Copayment of \$[1 - 100]]	[[50 - 100%]
Fluoride Treatments Limited to 2 treatments per 12 months. Treatment should be done in conjunction with dental prophylaxis.	[[50 - 100%] [100% after a Copayment of \$[1 - 100]]	[[50 - 100%]
Sealants (Protective Coating) Limited to one sealant per tooth every 36 months.	[[50 - 100%] [100% after a Copayment of \$[1 - 100]]	[[50 - 100%]
<b>[Space Maintainers - ][[Subject] [Not subject] to payment of the [Dental Services] Deductible.]]</b>		
Space Maintainers Limited to one per 60 months. Benefit includes all adjustments within 6 months of installation.	[[50 - 100%] [100% after a Copayment of \$[1 - 100]]	[[50 - 80%]
<b>Minor Restorative Services, Endodontics, Periodontics and Oral Surgery - [(Subject to payment of the [Dental Services] Deductible.)]</b>		
Amalgam Restorations (Silver Fillings) Multiple restorations on one surface will be treated as a single filling.	[[50 - 80%] [100% after a Copayment of \$[1 - 300]]	[[50 - 80%]
Composite Resin Restorations (Tooth Colored Fillings) For anterior (front) teeth only.	[[50 - 80%] [100% after a Copayment of \$[1 - 300]]	[[50 - 80%]
Periodontal Surgery (Gum Surgery)	[[50 - 80%]	[[50 - 80%]

<b>Benefit Description and Limitations</b>	<b>Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.</b>	<b>Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.</b>
Limited to one quadrant or site per 36 months per surgical area.	[100% after a Copayment of \$[1 - 300]]	
Scaling and Root Planing (Deep Cleanings) Limited to once per quadrant per 24 months.	[[50 - 80] %] [100% after a Copayment of \$[1 - 300]]	[[50 - 80] %]
Periodontal Maintenance (Gum Maintenance) Limited to 4 times per 12 month period following active and adjunctive periodontal therapy, within the prior 24 months, exclusive of gross debridement.	[[50 - 80] %] [100% after a Copayment of \$[1 - 300]]	[[50 - 80] %]
Endodontics (root canal therapy) performed on anterior teeth, bicuspid, and molars Limited to once per tooth per lifetime. Endodontic Surgery	[[50 - 80] %] [100% after a Copayment of \$[1 - 800]]	[[50 - 80] %]
Simple Extractions (Simple tooth removal) Limited to 1 time per tooth per lifetime.	[[50 - 80] %] [100% after a Copayment of \$[1 - 300]]	[[50 - 80] %]
Oral Surgery, including Surgical Extraction	[[50 - 80] %] [100% after a Copayment of \$[1 - 300]]	[[50 - 80] %]
<b>Adjunctive Services - [(Subject to payment of the [Dental Services] Deductible.)]</b>		
General Services (including Emergency Treatment of dental pain) Covered as a separate Benefit only if no other service was done during the visit other than X-rays. General anesthesia is covered when clinically necessary.	[[50 - 80] %] [100% after a Copayment of \$[1 - 300]]	[[50 - 80] %]
Occlusal guards for Insureds age 13 and older Limited to one guard every 12 months.	[[50 - 80] %] [100% after a Copayment of \$[1 - 300]]	[[50 - 80] %]
<b>Major Restorative Services - [(Subject to payment of the [Dental Services] Deductible.)]</b>		
Inlays/Onlays/Crowns (Partial to Full Crowns) Limited to once per tooth per 60 months. Covered only when silver fillings cannot restore the tooth.	[[50 - 80] %] [100% after a Copayment of \$[1 - 800]]	[[50 - 80] %]
Fixed Prosthetics (Bridges) Limited to once per tooth per 60 months. Covered only when a filling cannot restore the tooth.	[[50 - 80] %] [100% after a Copayment of \$[1 - 800]]	[[50 - 80] %]



<b>Benefit Description and Limitations</b>	<b>Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.</b>	<b>Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.</b>
Removable Prosthetics (Full or partial dentures) Limited to one per consecutive 60 months. No additional allowances for precision or semi-precision attachments.	[[50 - 80] %] [100% after a Copayment of \$[1 - 800]]	[[50 - 80] %]
Relining and Rebased Dentures Limited to relining/rebased performed more than 6 months after the initial insertion. Limited to once per 36 months.	[[50 - 80] %] [100% after a Copayment of \$[1 - 800]]	[[50 - 80] %]
Repairs or Adjustments to Full Dentures, Partial Dentures, Bridges, or Crowns Limited to repairs or adjustments performed more than 12 months after the initial insertion. Limited to one per 24 months.	[[50 - 80] %] [100% after a Copayment of \$[1 - 800]]	[[50 - 80] %]
<b>Implants [(Subject to payment of the [Dental Services] Deductible.)]</b>		
Implant Placement Limited to once per 60 months.	[[50 - 100] %] [100% after a Copayment of \$[1 - 800]]	[[50 - 80] %]
Implant Supported Prosthetics Limited to once per 60 months.	[[50 - 100] %] [100% after a Copayment of \$[1 - 800]]	[[50 - 80] %]
Implant Maintenance Procedures Includes removal of prosthesis, cleansing of prosthesis and abutments and reinsertion of prosthesis. Limited to once per 60 months.	[[50 - 100] %] [100% after a Copayment of \$[1 - 800]]	[[50 - 80] %]
Repair Implant Supported Prosthesis by Report Limited to once per 60 months.	[[50 - 100] %] [100% after a Copayment of \$[1 - 800]]	[[50 - 80] %]
Abutment Supported Crown (Titanium) or Retainer Crown for FPD - Titanium Limited to once per 60 months.	[[50 - 100] %] [100% after a Copayment of \$[1 - 800]]	[[50 - 80] %]
Repair Implant Abutment by Support Limited to once per 60 months.	[[50 - 100] %] [100% after a Copayment of \$[1 - 800]]	[[50 - 80] %]
Radiographic/Surgical Implant Index by Report Limited to once per 60 months.	[[50 - 100] %] [100% after a Copayment of	[[50 - 80] %]

<b>Benefit Description and Limitations</b>	<b>Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.</b>	<b>Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.</b>
	\$[1 - 800]]	
<b>MEDICALLY NECESSARY ORTHODONTICS - [(Subject to payment of the [Dental Services] Deductible.)]</b>		
<p>Benefits for comprehensive orthodontic treatment are approved by the Company, only in those instances that are related to an identifiable syndrome such as cleft lip and or palate, Crouzon's syndrome, Treacher-Collins syndrome, Pierre-Robin syndrome, hemi-facial atrophy, hemi-facial hypertrophy; or other severe craniofacial deformities which result in a physically handicapping malocclusion as determined by the Company's dental consultants. Benefits are not available for comprehensive orthodontic treatment for crowded dentitions (crooked teeth), excessive spacing between teeth, temporomandibular joint (TMJ) conditions and/or having horizontal/vertical (overjet/overbite) discrepancies.</p> <p>[All orthodontic treatment must be prior authorized.]</p>		
<p>[Orthodontic Services] [Services or supplies furnished by a Dental Provider in order to diagnose or correct misalignment of the teeth or the bite. Benefits are available only when the service or supply is determined to be Medically Necessary.]</p>	[[0% - 100]%	[[0% - 100]%

**Section 3: Pediatric Dental Exclusions**

The following Exclusions are in addition to those listed in the EXCLUSIONS AND LIMITATIONS of the policy. Except as may be specifically provided under Section 2: Benefits for Covered Dental Services, benefits are not provided for the following:

1. Any Dental Service or Procedure not listed as a Covered Dental Service in Section 2: Benefits for Covered Dental Services.
2. Dental Services that are not Necessary.
3. Hospitalization or other facility charges.
4. Any Dental Procedure performed solely for cosmetic/aesthetic reasons. (Cosmetic procedures are those procedures that improve physical appearance.)
5. Reconstructive surgery, regardless of whether or not the surgery is incidental to a dental disease, Injury, or Congenital Condition, when the primary purpose is to improve physiological functioning of the involved part of the body.
6. Any Dental Procedure not directly associated with dental disease.
7. Any Dental Procedure not performed in a dental setting.
8. Procedures that are considered to be Experimental or Investigational or Unproven Services. This includes pharmacological regimens not accepted by the American Dental Association (ADA) Council on Dental Therapeutics. The fact that an Experimental, or Investigational or Unproven Service, treatment, device or

pharmacological regimen is the only available treatment for a particular condition will not result in benefits if the procedure is considered to be Experimental or Investigational or Unproven in the treatment of that particular condition.

9. Drugs/medications, obtainable with or without a prescription, unless they are dispensed and utilized in the dental office during the patient visit.
10. Setting of facial bony fractures and any treatment associated with the dislocation of facial skeletal hard tissue.
11. Treatment of benign neoplasms, cysts, or other pathology involving benign lesions, except excisional removal. Treatment of malignant neoplasms or Congenital Conditions of hard or soft tissue, including excision.
12. Replacement of complete dentures, fixed and removable partial dentures or crowns and implants, implant crowns and prosthesis if damage or breakage was directly related to provider error. This type of replacement is the responsibility of the Dental Provider. If replacement is Necessary because of patient non-compliance, the patient is liable for the cost of replacement.
13. Services related to the temporomandibular joint (TMJ), either bilateral or unilateral. Upper and lower jaw bone surgery (including surgery related to the temporomandibular joint). Orthognathic surgery, jaw alignment, and treatment for the temporomandibular joint.
14. Charges for failure to keep a scheduled appointment without giving the dental office 24 hours notice.
15. Expenses for Dental Procedures begun prior to the Insured Person's Effective Date of coverage.
16. Dental Services otherwise covered under the policy, but rendered after the date individual coverage under the policy terminates, including Dental Services for dental conditions arising prior to the date individual coverage under the policy terminates.
17. Services rendered by a provider with the same legal residence as the Insured Person or who is a member of the Insured Person's family, including spouse, brother, sister, parent or child.
18. Foreign Services are not covered unless required for a Dental Emergency.
19. Fixed or removable prosthodontic restoration procedures for complete oral rehabilitation or reconstruction.
20. Attachments to conventional removable prostheses or fixed bridgework. This includes semi-precision or precision attachments associated with partial dentures, crown or bridge abutments, full or partial overdentures, any internal attachment associated with an implant prosthesis, and any elective endodontic procedure related to a tooth or root involved in the construction of a prosthesis of this nature.
21. Procedures related to the reconstruction of a patient's correct vertical dimension of occlusion (VDO).
22. Occlusal guards used as safety items or to affect performance primarily in sports-related activities.
23. Placement of fixed partial dentures solely for the purpose of achieving periodontal stability.
24. Acupuncture; acupressure and other forms of alternative treatment, whether or not used as anesthesia.

#### **Section 4: Claims for Pediatric Dental Services**

When obtaining Dental Services from a non-Network provider, the Insured Person will be required to pay all billed charges directly to the Dental Provider. The Insured Person may then seek reimbursement from the Company. The Insured Person must provide the Company with all of the information identified below.

#### **Reimbursement for Dental Services**

The Insured Person is responsible for sending a request for reimbursement to the Company, on a form provided by or satisfactory to the Company.

**Claim Forms**

It is not necessary to include a claim form with the proof of loss. However, the proof must include all of the following information:

- Insured Person's name and address.
- Insured Person's identification number.
- The name and address of the provider of the service(s).
- A diagnosis from the Dental Provider including a complete dental chart showing extractions, fillings or other dental services rendered before the charge was incurred for the claim.
- Radiographs, lab or hospital reports.
- Casts, molds or study models.
- Itemized bill which includes the CPT or ADA codes or description of each charge.
- The date the dental disease began.
- A statement indicating that the Insured Person is or is not enrolled for coverage under any other health or dental insurance plan or program. If enrolled for other coverage the Insured Person must include the name of the other carrier(s).

To file a claim, submit the above information to the Company at the following address:

UnitedHealthcare Dental  
Attn: Claims Unit  
[P.O. Box 30567]  
[Salt Lake City, UT 84130-0567]

Submit claims for payment within 90 days after the date of service. If the Insured doesn't provide this information within one year of the date of service, benefits for that service may be denied at our discretion. This time limit does not apply if the Insured is legally incapacitated.

If the Insured Person would like to use a claim form, the Insured Person can request one be mailed by calling Customer Service at [1-877-816-3596]. This number is also listed on the Insured's [Dental] ID Card.

**Section 5: Defined Terms for Pediatric Dental Services**

**[Insert A]**

**[A = any definition contained in the Defined Terms section of the Pediatric Dental Services rider COL-14-ID PEDDENT]**

The following definitions are in addition to the policy DEFINITIONS:

**Covered Dental Service** – a Dental Service or Dental Procedure for which benefits are provided under this rider.



Dental Emergency - a dental condition or symptom resulting from dental disease which arises suddenly and, in the judgment of a reasonable person, requires immediate care and treatment, and such treatment is sought or received within 24 hours of onset.

**Dental Provider** - any dentist or dental practitioner who is duly licensed and qualified under the law of jurisdiction in which treatment is received to render Dental Services, perform dental surgery or administer anesthetics for dental surgery.

**Dental Service or Dental Procedures** - dental care or treatment provided by a Dental Provider to the Insured Person while the policy is in effect, provided such care or treatment is recognized by the Company as a generally accepted form of care or treatment according to prevailing standards of dental practice.

**Eligible Dental Expenses** - Eligible Dental Expenses for Covered Dental Services, incurred while the policy is in effect, are determined as stated below:

- For Network Benefits, when Covered Dental Services are received from Network Dental Providers, Eligible Dental Expenses are the Company's contracted fee(s) for Covered Dental Services with that provider.
- For Non-Network Benefits, when Covered Dental Services are received from Non-Network Dental Providers, Eligible Dental Expenses are the Usual and Customary Fees, as defined below.

**Necessary** - Dental Services and supplies which are determined by the Company through case-by-case assessments of care based on accepted dental practices to be appropriate and are all of the following:

- Necessary to meet the basic dental needs of the Insured Person.
- Rendered in the most cost-efficient manner and type of setting appropriate for the delivery of the Dental Service.
- Consistent in type, frequency and duration of treatment with scientifically based guidelines of national clinical, research, or health care coverage organizations or governmental agencies that are accepted by the Company.
- Consistent with the diagnosis of the condition.
- Required for reasons other than the convenience of the Insured Person or his or her Dental Provider.
- Demonstrated through prevailing peer-reviewed dental literature to be either:
  - Safe and effective for treating or diagnosing the condition or sickness for which their use is proposed; or
  - Safe with promising efficacy
- For treating a life threatening dental disease or condition.
- Provided in a clinically controlled research setting.
- Using a specific research protocol that meets standards equivalent to those defined by the *National Institutes of Health*.

(For the purpose of this definition, the term life threatening is used to describe dental diseases or sicknesses or conditions, which are more likely than not to cause death within one year of the date of the request for treatment.)

The fact that a Dental Provider has performed or prescribed a procedure or treatment or the fact that it may be the only treatment for a particular dental disease does not mean that it is a Necessary Covered Dental Service as defined in this rider. The definition of Necessary used in this rider relates only to benefits under this rider and differs from the way in which a Dental Provider engaged in the practice of dentistry may define necessary.

**Usual and Customary Fee** - Usual and Customary Fees are calculated by the Company based on available data resources of competitive fees in that geographic area.

Usual and Customary Fees must not exceed the fees that the provider would charge any similarly situated payor for the same services.

Usual and Customary Fees are determined solely in accordance with the Company's reimbursement policy guidelines. The Company's reimbursement policy guidelines are developed by the Company, in its discretion, following evaluation and validation of all provider billings in accordance with one or more of the following methodologies:

- As indicated in the most recent edition of the Current Procedural Terminology (publication of the American Dental Association).
- As reported by generally recognized professionals or publications.
- As utilized for Medicare.
- As determined by medical or dental staff and outside medical or dental consultants.
- Pursuant to other appropriate source or determination that the Company accepts.

### **Pediatric Vision Care Services Benefits**

---

Benefits are provided for Vision Care Services for Insured Persons under the age of [19 - 21]. Benefits terminate on the earlier of: 1) [date] [last day of the month] [last day of the Policy Year] the Insured Person reaches the age of [19 - 21]; or 2) the date the Insured Person's coverage under the policy terminates.

#### **Section 1: Benefits for Pediatric Vision Care Services**

Benefits are available for pediatric Vision Care Services from a [Spectera Eyecare Networks] or non-Network Vision Care Provider. To find a [Spectera Eyecare Networks] Vision Care Provider, the Insured Person may call the provider locator service at [1-800-839-3242]. The Insured Person may also access a listing of [Spectera Eyecare Networks] Vision Care Providers on the Internet at [www.myuhcvision.com].

When Vision Care Services are obtained from a non-Network Vision Care Provider, the Insured Person will be required to pay all billed charges at the time of service. The Insured Person may then seek reimbursement from the Company as described under Section 3: Claims for Vision Care Services. Reimbursement will be limited to the amounts stated below.

[When obtaining these Vision Care Services from a [Spectera Eyecare Networks] Vision Care Provider, the Insured Person will be required to pay any Copayments at the time of service.]

#### **Network Benefits**



Benefits for Vision Care Services are determined based on the negotiated contract fee between the Company and the Vision Care Provider. The Company's negotiated rate with the Vision Care Provider is ordinarily lower than the Vision Care Provider's billed charge.

**Non-Network Benefits**

Benefits for Vision Care Services from non-Network providers are determined as a percentage of the provider's billed charge.

**Policy Deductible**

Benefits for pediatric Vision Care Services are not subject to any policy Deductible stated in the policy Schedule of Benefits. Any amount the Insured Person pays in Copayments for Vision Care Services does not apply to the policy Deductible stated in the policy Schedule of Benefits.

**Benefit Description**

When Benefit limits apply, the limit stated refers to any combination of Network Benefits and Non-Network Benefits unless otherwise specifically stated. Benefit limits are calculated on a Policy Year basis unless otherwise specifically stated.

Benefits are provided for the Vision Care Services described below, subject to Frequency of Service limits [and [Copayments] [and] [Coinsurance]] stated under each Vision Care Service in the Schedule of Benefits below.

**Routine Vision Examination**

A routine vision examination of the condition of the eyes and principal vision functions according to the standards of care in the jurisdiction in which the Insured Person resides, including:

- A case history that includes chief complaint and/or reason for examination, patient medical/eye history, and current medications.
- Recording of monocular and binocular visual acuity, far and near, with and without present correction (for example, 20/20 and 20/40).
- Cover test at 20 feet and 16 inches (checks eye alignment).
- Ocular motility including versions (how well eyes track) near point convergence (how well eyes move together for near vision tasks, such as reading), and depth perception.
- Pupil responses (neurological integrity).
- External exam.
- Retinoscopy (when applicable) – objective refraction to determine lens power of corrective lenses and subjective refraction to determine lens power of corrective lenses.
- Phorometry/Binocular testing – far and near: how well eyes work as a team.
- Tests of accommodation and/or near point refraction: how well the Insured sees at near point (for example, reading).
- Tonometry, when indicated: test pressure in eye (glaucoma check).
- Ophthalmoscopic examination of the internal eye.

- Confrontation visual fields.
- Biomicroscopy.
- Color vision testing.
- Diagnosis/prognosis.
- Specific recommendations.

Post examination procedures will be performed only when materials are required.

Or, in lieu of a complete exam, Retinoscopy (when applicable) - objective refraction to determine lens power of corrective lenses and subjective refraction to determine lens power of corrective lenses.

**Eyeglass Lenses** - Lenses that are mounted in eyeglass frames and worn on the face to correct visual acuity limitations.

The following Optional Lens Extras are covered in full:

- Standard scratch-resistant coating.
- Polycarbonate lenses.

**Eyeglass Frames** - A structure that contains eyeglass lenses, holding the lenses in front of the eyes and supported by the bridge of the nose.

**Contact Lenses** - Lenses worn on the surface of the eye to correct visual acuity limitations. Benefits include the fitting/evaluation fees and contacts.

The Insured Person is eligible to select only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If the Insured Person selects more than one of these Vision Care Services, the Company will pay Benefits for only one Vision Care Service.

**Necessary Contact Lenses** - Benefits are available when a Vision Care Provider has determined a need for and has prescribed the contact lens. Such determination will be made by the Vision Care Provider and not by the Company. Contact lenses are necessary if the Insured Person has any of the following:

- Keratoconus.
- Anisometropia.
- Irregular corneal/astigmatism.
- Aphakia.
- Facial deformity.
- Corneal deformity.

**Schedule of Benefits**

Vision Care Service	Frequency of Service	Network Benefit	Non-Network Benefit
Routine Vision Examination or	[Once every 12	[50-100]% [after a	[[50-100]% of the billed

<b>Vision Care Service</b>	<b>Frequency of Service</b>	<b>Network Benefit</b>	<b>Non-Network Benefit</b>
<b>Refraction only in lieu of a complete exam.</b>	months.] [Once per year.]	Copayment of \$[10 - 30].]	charge.]
<b>Eyeglass Lenses</b>	[Once every 12 months.] [Once per year.]		
• Single Vision		[[50-100]% [after a Copayment of \$[1 - 50].]	[[50-100]% of the billed charge.]
• Bifocal		[[50-100]% [after a Copayment of \$[1 - 50].]	[[50-100]% of the billed charge.]
• Trifocal		[[50-100]% [after a Copayment of \$[1 - 50].]	[[50-100]% of the billed charge.]
• Lenticular		[[50-100]% [after a Copayment of \$[1 - 50].]	[[50-100]% of the billed charge.]
<b>[Eyeglass Frames]</b>	[Once every 12 months.] [Once per year.]	[[50-100% [after a Copayment of \$[5 - 100].]	[[50-100]% of the billed charge.]
<b>[Eyeglass Frames]</b>	[Once every 12 months.] [Once per year.]		
• [Eyeglass frames with a retail cost up to \$130.]		[[50-100]% [after a Copayment of \$[5 - 10].]	[[50-100]% of the billed charge.]
• [Eyeglass frames with a retail cost of \$[130 - 160].]		[[50-100]% [after a Copayment of \$[10- 25].]	[[50-100]% of the billed charge.]
• [Eyeglass frames with a retail cost of \$[160 - 200].]		[[50-100]% [after a Copayment of \$[25 - 45].]	[[50-100]% of the billed charge.]
• [Eyeglass frames with a retail cost of \$[200 - 250].]		[[50-100]% [after a Copayment of \$[45 - 65].]	[[50-100]% of the billed charge.]
• [Eyeglass frames with a retail cost greater than \$250.]		[[50-100]%]	[[50-100]% of the billed charge.]



<b>Vision Care Service</b>	<b>Frequency of Service</b>	<b>Network Benefit</b>	<b>Non-Network Benefit</b>
<b>[Contact Lens Fitting and Evaluation]</b>	[Once every 12 months.] [Once per year.]	[50-100]% [after a Copayment of \$[10 - 25].]	[[50-100]% of the billed charge.]
<b>[Contact Lenses]</b>	[Limited to a 12 month supply.]		
<ul style="list-style-type: none"> <li>• [Covered Contact Lens Selection]</li> </ul>		[[50-100]% [after a Copayment of \$[1 - 50].]	[[50-100]% of the billed charge.]
<ul style="list-style-type: none"> <li>• Necessary Contact Lenses</li> </ul>		[[50-100]% [after a Copayment of \$[1 - 50].]	[[50-100]% of the billed charge.]

**Section 2: Pediatric Vision Exclusions**

The following Exclusions are in addition to those listed in the EXCLUSIONS AND LIMITATIONS of the policy.

Except as may be specifically provided under Section 1: Benefits for Pediatric Vision Care Services, benefits are not provided for the following:

1. Medical or surgical treatment for eye disease which requires the services of a Physician and for which benefits are available as stated in the policy.
2. Non-prescription items (e.g. Plano lenses).
3. Replacement or repair of lenses and/or frames that have been lost or broken.
4. Optional Lens Extras not listed in Section 1: Benefits for Vision Care Services.
5. Missed appointment charges.
6. Applicable sales tax charged on Vision Care Services.

**Section 3: Claims for Pediatric Vision Care Services**

When obtaining Vision Care Services from a non-Network Vision Care Provider, the Insured Person will be required to pay all billed charges directly to the Vision Care Provider. The Insured Person may then seek reimbursement from the Company.

**Reimbursement for Vision Care Services**

To file a claim for reimbursement for Vision Care Services rendered by a non-Network Vision Care Provider, or for Vision Care Services covered as reimbursements (whether or not rendered by a [Spectera Eyecare Networks] Vision Care Provider or a non-Network Vision Care Provider), the Insured Person must provide all of the following information [on a claim form acceptable to the Company] at the address specified below:

- Insured Person's itemized receipts.
- Insured Person's name.
- Insured Person's identification number.
- Insured Person's date of birth.

Submit the above information to the Company:

By mail:

[Claims Department  
P.O. Box 30978  
Salt Lake City, UT 84130]

[By facsimile (fax):  
[248-733-6060]]

Submit claims for payment within 90 days after the date of service. If the Insured doesn't provide this information within one year of the date of service, benefits for that service may be denied at our discretion. This time limit does not apply if the Insured is legally incapacitated.

#### **Section 4: Defined Terms for Pediatric Vision Care Services**

The following definitions are in addition to the policy DEFINITIONS:

**[Covered Contact Lens Selection** - a selection of available contact lenses that may be obtained from a [Spectera Eyecare Networks] Vision Care Provider on a covered-in-full basis, subject to payment of any applicable Copayment.]

**[Spectera Eyecare Networks** - any optometrist, ophthalmologist, optician or other person designated by the Company who provides Vision Care Services for which benefits are available under the policy.]

**Vision Care Provider** - any optometrist, ophthalmologist, optician or other person who may lawfully provide Vision Care Services.

**Vision Care Service** - any service or item listed in Section 1: Benefits for Pediatric Vision Care Services.

#### **Notice of Appeal Rights**

---

##### **RIGHT OF INTERNAL REVIEW**

##### **Standard Internal Appeal**

The Insured Person has the right to request an Internal Appeal if the Insured Person disagrees with the Company's denial, in whole or in part, of a claim or request for benefits. The Insured Person, or the Insured Person's Authorized Representative, must submit a written request for an Internal Appeal within 180 days of receiving a notice of the Company's Adverse Determination.

The written Internal Appeal request should include:

1. A statement specifically requesting an Internal Appeal of the decision;
2. The Insured Person's Name and ID number (from the ID card);

3. The date(s) of service;
4. The Provider's name;
5. The reason the claim should be reconsidered; and
6. Any written comments, documents, records, or other material relevant to the claim.

Please contact the Customer Service Department at [800-767-0700] with any questions regarding the Internal Appeal process. The written request for an Internal Appeal should be sent to: [UnitedHealthcare StudentResources, PO Box 809025, Dallas, TX 75380-9025].

### **Expedited Internal Appeal**

For Urgent Care Requests, an Insured Person may submit a request, either orally or in writing, for an Expedited Internal Appeal.

An Urgent Care Request means a request for services or treatment where the time period for completing a standard Internal Appeal:

1. Could seriously jeopardize the life or health of the Insured Person or jeopardize the Insured Person's ability to regain maximum function; or
2. Would, in the opinion of a Physician with knowledge of the Insured Person's medical condition, subject the Insured Person to severe pain that cannot be adequately managed without the requested health care service or treatment.

To request an Expedited Internal Appeal, please contact [Claims Appeals] at [888-315-0447]. The written request for an Expedited Internal Appeal should be sent to: [Claims Appeals, UnitedHealthcare StudentResources, PO Box 809025, Dallas, TX 75380-9025].

You, the Insured, will be notified in writing by us if a claim or any part of a claim is denied. The notice will include the specific reason or reasons for the denial and the reference to the pertinent plan provision(s) on which the denial was based.

If you have a complaint about your claim denial, you may call our Member Services telephone number [1-800-767-0700] for further explanation to informally resolve your complaint. If you are not satisfied with our explanation of why the claim was denied, you, your authorized representative or provider may request an internal review of the claim denial.

### **RIGHT TO EXTERNAL REVIEW**

If, through the Company's internal appeal process, the Insured or any Authorized Representative acting on behalf of the Insured with the Insured's consent, has exhausted the internal mechanism for appealing a denial of benefits based on Medical Necessity or has been determined to be an investigational service, the Insured or Authorized Representative may file a written request for an external review and, in certain circumstances, expedited external review with the Director of the Idaho Department of Insurance.



When filing a request for external review, an Insured will be required to authorize the release of any medical records that may be required for the purpose of reaching a decision. This plan is not subject to ERISA; as a result, the external review decision of the independent review organization shall be final and binding on both the Insured and the Company as provided in section 41-5910 of the Idaho Insurance Code.

For further information about the External Review or to request an external review, contact the Idaho Department of Insurance in writing at P.O. Box 83720 ; Boise, ID 83720-0433 or by telephone at 1-800-721-3272.

The Plan is Underwritten by:  
**UNITEDHEALTHCARE INSURANCE COMPANY**

[Administrative Office:]  
[UnitedHealthcare **Student**Resources  
P.O. Box 809025  
Dallas, Texas 75380-9025  
800-767-0700  
972-233-8200]

[Serviced by:  
ABC Agency  
123 Avenue  
Anytown, USA  
1-888-888-8888]

[Sales/Marketing Services:  
[UnitedHealthcare **Student**Resources  
805 Executive Center Drive West, Suite 220  
St. Petersburg, FL 33702  
727-563-3400  
800-237-0903  
E-mail: info@uhcsr.com]

[For information on Dental and Vision Plans that may be available, please call (800-237-0903) or visit the Website at [www.uhcsr.com]]

[**Online Services:** Please visit our Website at [www.uhcsr.com] [to buy insurance online, or] to view and print Certificates, Enrollment Cards (printable using Adobe Acrobat), Coverage Receipts, ID Cards, Claims Status and other services.]

Please keep this Certificate as a general summary of the insurance. The Master Policy on file at the [College] [University] contains all of the provisions, limitations, exclusions and qualifications of your insurance benefits, some of which may not be included in this Certificate. The Master Policy is the contract and will govern and control the payment of benefits.

[This Certificate is based on] Policy # [00-0000-00].]

[QR Code]

14-BR-ID-PPO (PY15)

1

**Contact information for the Idaho Department of Insurance:**

Idaho Department of Insurance

Consumer Affairs

700 W State Street, 3<sup>rd</sup> Floor

PO Box 83720

Boise, ID 83720-0043

Phone: (800) 721-3272 or (201) 334-4250

Website: [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

# ***Exceptions***

None.

## ***Attachments***

- Attachment 1. Sample Underwriting Worksheet**
- Attachment 2. Premium Reconciliation Report**
- Attachment 3. Network Information**

**UnitedHealthcare**  
**Underwriting Exhibits - New Business**

**Experience Rating**  
**2015 - 2016 Policy Year**

<b>Plan Experience</b>				
Experience Policy Year	2014-2015	2013-2014	2012-2013	2011-2012
Student Rate (Net of PPACA Fees/Taxes)	\$ 2,651	\$ 2,496	\$ 2,478	\$ 2,266
Rate per member (Gross)	\$ 2,923			
Rate per member (Net of PPACA Fees/Taxes)	\$ 2,779.48	\$ 2,617.43	\$ 2,576.13	\$ 2,301.60
	(Est. Premium)			
Expected Premium (GROSS-Inclusive of PPACA Fees)	\$ 49,425,678			
Expected Premium (Net of PPACA Fees)	\$ 48,998,212	\$ 44,258,204	\$ 42,837,051	\$ 40,027,190
	Thru Month:			
	Total			
Paid Claims	1	13	25	37
	\$ 674,178	\$ 31,373,558	\$ 32,527,971	\$ 30,361,549
Paid amount Greater Than:	150,000			
(adjust as appropriate based on premium volume)	0	4	7	15
Completion factor		84.9%	83.6%	84.2%
Projected claims		\$ 35,974,032	\$ 32,888,774	\$ 30,361,549
Medical Only		\$ 28,571,281	\$ 26,507,037	\$ 25,720,825
Rx Only		\$ 7,116,519	\$ 5,923,468	\$ 4,840,721
SHC Only		\$ 286,252	\$ 456,269	\$ 2
Membership (all insureds):	Est 2015			
12 month average	17,170	16,909	16,512	17,391
Total Claim \$ per member (net of large claims)		\$ 2,037.87	\$ 1,893.41	\$ 1,583.84
Medical claim \$ per member (net of large claims)		\$ 1,626.68	\$ 1,544.82	\$ 1,341.98
Rx claim \$ per member		\$ 396.09	\$ 330.85	\$ 241.86
Projected L/R (net of PPACA fees)		81.3%	77.3%	75.9%
Projected L/R (net of large claims)		80.6%	76.7%	73.0%

<b>Trend, Plan Adjustments &amp; Weighting</b>				
	2015	2014	2013	2012
Medical Trend Factor	1.1050	1.1050	1.0869	1.0950
Rx Trend Factor	1.1050	1.1050	1.0950	1.0950
SHC Trend Factor	1.0600	1.0600	1.0500	1.0600
% for Benefit Changes	2.5%	2.3%	0.4%	8.3%
UHN Network Efficiency Factor			0.0%	0.0%
Expected 2015-16 Claim \$ per member			\$ 2,671.67	\$ 2,750.27
Expected 2015-16 PY L/R			96.12%	98.95%
Weighting Factor			90%	10%
			\$ 2,404.51	\$ 275.03

<b>Renewal Pricing</b>				
Total Weighted 2015-16 Claim \$ per member (net of large claims)		\$ 2,679.53		
Medical Large Claim Adjustment Factor		\$ 70.79		
Rx Large Claim Adjustment Factor		\$ -		
Total Anticipated Claim \$ per member		\$ 2,750.32		
Projected 2015-16 PY L/R				100.48%
				47,223,035
				2015-16 Anticipated Claims
				\$ 47,223,035
				100.48%
<b>Expenses</b>		\$ per member		
Total (Includes Prem Tax)	14.00%	\$ 447.73		\$ 7,887,471
Target Loss Ratio	86.00%			
	Pediatric Dental / Vision Admin	\$ 3.33		\$ 206,514
	Ancillary Services	\$ 13.86		\$ 237,976
	Capitation \$1,111,000	\$ 64.71		\$ 1,111,000.00
<b>% change in Premium Required</b>			18.01%	\$ 58,316,741
	Margin	0.0%		\$ -
<b>PPACA Fees:</b>	PCORI	0.07%	\$ 2.00	\$ 34,340
	Health Insurer Fee	3.80%	\$ 106.40	\$ 1,826,893
	Reinsurance Fee	1.18%	\$ 32.94	\$ 565,498
	Additional State Premium Tax	0.12%	\$ 3.24	\$ 55,550
<b>% change in Premium Required</b>			17.2%	\$ 58,799,022
				\$ 58,799,022
				Total Premium Required





A UnitedHealth Group Company

**STUDENT RESOURCES**  
 2301 W. PLANO PKWY SUITE 300  
 PLANO, TEXAS 75075  
 800-237-0903  
 Fax: (727) 570-9105

**STATEMENT**

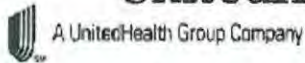
Statement Date: 10/14/2013  
 Statement Number: 04-000641-11-14  
 Page: 1

University Name

Enrollment Description	Enroll Count	Gross Rate	Total
Opt. Repat / Med Evac - Student - Domestic Graduate - Annual 2012-XXXXXX-01	1	\$22.00	\$22.00
Basic - Student - Domestic Undergraduate - 9th Month 2012-XXXXXX-01	1	\$101.00	\$101.00
Basic - Student - Domestic Undergraduate - 8th Month 2012-XXXXXX-01	1	\$101.00	\$101.00
Basic - Student - Domestic Undergraduate - 7th Month 2012-XXXXXX-01	1	\$101.00	\$101.00
Basic - Student - Other - Monthly 2012-XXXXXX-01	5	\$142.00	\$710.00
Opt. Maj Med - Student - Domestic Undergraduate - Annual 2012-XXXXXX-01	5	\$147.00	\$735.00
Opt. Maj Med - Student - Domestic Graduate - Annual 2012-XXXXXX-01	19	\$147.00	\$2,793.00
Basic - Student - Domestic Graduate - Third Quarter 2012-XXXXXX-01	1	\$303.00	\$303.00
Basic - Student - Domestic Undergraduate - Third Quarter 2012-XXXXXX-01	4	\$303.00	\$1,212.00
Basic - Student - Domestic Graduate - Second Quarter 2012-XXXXXX-01	6	\$303.00	\$1,818.00
Basic - Student - Domestic Graduate - First Quarter 2012-XXXXXX-01	5	\$303.00	\$1,515.00
Basic - Student - Domestic Graduate - 4th Quarter 2012-XXXXXX-01	3	\$303.00	\$909.00
Basic - Student - Domestic Undergraduate - First Quarter 2012-XXXXXX-01	7	\$303.00	\$2,121.00
Basic - Student - Domestic Undergraduate - 4th Quarter 2012-XXXXXX-01	1	\$303.00	\$303.00
Basic - Student - Domestic Undergraduate - Second Quarter 2012-XXXXXX-01	7	\$303.00	\$2,121.00
Basic - Student - Domestic Graduate - Second Quarter 2012-XXXXXX-01	2	\$342.00	\$684.00
Basic - Student - Domestic Graduate - 4th Quarter 2012-XXXXXX-01	1	\$342.00	\$342.00
Basic - Student - Domestic Undergraduate - First Quarter 2012-XXXXXX-01	2	\$342.00	\$684.00
Basic - Student - Domestic Graduate - Third Quarter 2012-XXXXXX-01	2	\$342.00	\$684.00
Basic - Student - Domestic Graduate - First Quarter 2012-XXXXXX-01	2	\$342.00	\$684.00
Basic - Student - Domestic Graduate - Fall 2012-XXXXXX-01	9	\$449.00	\$4,041.00
Basic - Student - Domestic Undergraduate - Fall 2012-XXXXXX-01	6	\$449.00	\$2,694.00
Basic - Student - Domestic Graduate - Fall 2012-XXXXXX-01	5	\$506.00	\$2,530.00
Basic - Student - Domestic Undergraduate - Fall 2012-XXXXXX-01	2	\$506.00	\$1,012.00
Basic - Student - Domestic Graduate - Fall 2012-XXXXXX-01	1	\$630.00	\$630.00
Basic - Student - Domestic Graduate - Spring/Summer 2012-XXXXXX-01	8	\$764.00	\$6,112.00
Basic - Student - Domestic Undergraduate - Spring/Summer 2012-XXXXXX-01	24	\$764.00	\$18,336.00



STATEMENT



**STUDENT RESOURCES**  
**2301 W. PLANO PKWY SUITE 300**  
**PLANO, TEXAS 75075**

Statement Date: 10/14/2013  
 Statement Number: 04-000641-11-14  
 Page: 2

Basic - Spouse - Domestic Graduate - Annual	2012-XXXXXX-01	1	\$2,090.00	\$2,090.00
Basic - Student - Domestic Undergraduate - 8th Month	2012-XXXXXX-02	1	\$98.00	\$98.00
Basic - Student - Domestic Undergraduate - 10th Month	2012-XXXXXX-02	1	\$98.00	\$98.00
Basic - Student - Domestic Undergraduate - 7th Month	2012-XXXXXX-02	1	\$98.00	\$98.00
Basic - Student - Domestic Undergraduate - 12th Month	2012-XXXXXX-02	1	\$98.00	\$98.00
Basic - Student - Domestic Undergraduate - 9th Month	2012-XXXXXX-02	1	\$98.00	\$98.00
Basic - Student - Domestic Undergraduate - 11th Month	2012-XXXXXX-02	1	\$98.00	\$98.00
Basic - Student - Domestic Undergraduate - 5th Month	2012-XXXXXX-02	1	\$98.00	\$98.00
Basic - Student - Domestic Undergraduate - 4th Month	2012-XXXXXX-02	1	\$98.00	\$98.00
Basic - Student - Domestic Undergraduate - 6th Month	2012-XXXXXX-02	1	\$98.00	\$98.00
Basic - Student - Domestic Graduate - First Quarter	2012-XXXXXX-02	1	\$294.00	\$294.00
Basic - Student - Domestic Undergraduate - Fall	2012-XXXXXX-02	1	\$491.00	\$491.00
Basic - Student - Domestic Graduate - Fall	2012-XXXXXX-02	1	\$612.00	\$612.00
Basic - Student - Domestic Undergraduate - Spring/Summer	2012-XXXXXX-02	1	\$742.00	\$742.00
Basic - Student - Domestic Undergraduate - Spring/Summer	2012-XXXXXX-02	1	\$837.00	\$837.00
Basic - Student - Domestic Undergraduate - Annual	2012-XXXXXX-02	1	\$1,154.00	\$1,154.00
Opt Repat / Med Evac - Student - All - Annual	2012-XXXXXX-04	27	\$22.00	\$594.00
Basic - Student - All - Summer	2012-XXXXXX-04	4	\$347.00	\$1,388.00
Basic - Student - All - Fall	2012-XXXXXX-04	228	\$437.00	\$99,636.00
Basic - Each Child - All - Fall	2012-XXXXXX-04	1	\$555.00	\$555.00
Basic - Student - All - Spring/Summer	2012-XXXXXX-04	130	\$745.00	\$96,850.00
Basic - Student - International - Spring/Summer	2012-XXXXXX-04	20	\$745.00	\$14,900.00
Basic - Student - Athletes - Spring/Summer	2012-XXXXXX-04	4	\$745.00	\$2,980.00
Basic - Each Child - All - Spring/Summer	2012-XXXXXX-04	2	\$946.00	\$1,892.00
Basic - Student - All - Annual	2012-XXXXXX-04	126	\$1,159.00	\$146,034.00
Basic - Student - Athletes - Annual	2012-XXXXXX-04	40	\$1,159.00	\$46,360.00
Basic - Spouse - All - Fall	2012-XXXXXX-04	1	\$1,507.00	\$1,507.00
Basic - All Children - All - Spring/Summer	2012-XXXXXX-04	1	\$1,820.00	\$1,820.00
Basic - Spouse - All - Spring/Summer	2012-XXXXXX-04	1	\$2,568.00	\$2,568.00
Basic - Spouse - All - Annual	2012-XXXXXX-04	1	\$3,995.00	\$3,995.00
<b>COVERAGE SUBTOTAL</b>				<b>\$559,243.00</b>

Type		Check #	Date	Amount
CHCK	2012-XXXXXX-01	6139	8/31/2013	\$2,976.00
CHCK	2012-XXXXXX-01	6421	9/7/2013	\$5,496.00
CHCK	2012-XXXXXX-01	6422	9/7/2013	\$2,672.00
CHCK	2012-XXXXXX-01	13080	10/6/2012	\$1,488.00
WIRE	2012-XXXXXX-01		12/10/2012	\$2,271.06
CHCK	2012-XXXXXX-01	91526	7/28/2012	\$1,212.00
CHCK	2012-XXXXXX-01	177479	6/28/2012	\$118,524.94
CHCK	2012-XXXXXX-02	177479	6/26/2012	\$5,012.00
CHCK	2012-XXXXXX-04	39310	1/20/2012	\$47,105.00
CHCK	2012-XXXXXX-04	41707	1/31/2012	\$1,076.00
CHCK	2012-XXXXXX-04	57860	3/22/2011	\$1,159.00
CHCK	2012-XXXXXX-04	106235	9/28/2011	\$250,000.00
CHCK	2012-XXXXXX-04	177479	6/26/2011	\$121,739.00

**PAYMENT SUBTOTAL** **\$560,731.00**

	Date	Amount	
REFUND SUBTOTAL	2012-XXXXXX-01	7/28/2013	\$1,488.00
			\$1,488.00

**TOTAL AMOUNT DUE**

**\$0.00**

UnitedHealthcare<sup>®</sup>



A UnitedHealth Group Company

**STUDENT RESOURCES**  
**2301 W. PLANO PKWY SUITE 300**  
**PLANO, TEXAS 75075**

**STATEMENT**

Statement Date: 10/14/20013  
Statement Number: 04-000641-11-14  
Page: 3

Your payment is due upon receipt of this invoice.  
Please make your payment payable to "Student Resources".  
Include the school year, policy number and option on the check.



Period Ending December 31, 2010

**SELF-FUNDED FINANCIAL REPORT**

**CASH TRANSACTIONS §**

Month	CONTRIBUTIONS					CLAIMS	OTHER EXPENSES					SUMMARY		
	Number EEs	Employer Contribution	Stop Loss Reimburs	COBRA Contribution	Other Contribution	Claims	Insurance Premiums	Administrative Fees	Network Access Fees	UR & Large Case Mgmt	Misc Expenses	Total Plan Costs	Costs Per Employee	# of Claims per EE
Jul-10	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Aug-10	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sep-10	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct-10	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov-10	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec-10	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Month Average	0	0	0	0	0	0	0	0	0	0	0	0	0	.00
YTD Total	0	0	0	0	0	0	0	0	0	0	0	0	0	

**MANAGEMENT INFORMATION §**

CLAIMS PAID BY MONTH						
Month	Medical	Rx†	Dental	Vision	STD	
Jul-10	13,469	5,374	0	0	0	0
Aug-10	22,212	4,322	0	0	0	0
Sep-10	20,177	3,941	0	0	0	0
Oct-10	14,564	5,203	0	0	0	0
Nov-10	14,406	4,713	0	0	0	0
Dec-10	17,533	4,820	0	0	0	0
Month Average	17,060	4,729	0	0	0	0
YTD Total	102,361	28,373	0	0	0	0

CLAIMS PAID BY RELATION									
	MEDICAL		DENTAL		VISION		STD		
	# Claims	Amount	# Claims	Amount	# Claims	Amount	# Claims	Amount	
Employee	161	15,838	0	0	0	0	0	0	0
Spouse	0	0	0	0	0	0	0	0	0
Child	9	1,695	0	0	0	0	0	0	0
MONTH TOTAL	170	17,533	0	0	0	0	0	0	0
Employee	1,071	100,592	0	0	1	0	0	0	0
Spouse	2	74	0	0	0	0	0	0	0
Child	9	1,695	0	0	0	0	0	0	0
YTD TOTAL	1,082	102,361	0	0	1	0	0	0	0

AGGREGATE ATTACHMENT POINT ‡				
	Current Month	%	YTD†	%
Claims Experience	0	0	0	0
Contractual Liability	0	0	0	0

INSURANCE SUMMARY		
	Current Month	YTD
Specific Stop Loss	0	0
Aggregate Stop Loss	0	0
Life & AD&D	0	0
Additional Life	0	0

OTHER PLAN INFORMATION	
Current Fund Balance	0
Stop Loss Receivable	0
Current Month IBNR	41,548

SPECIFIC STOP LOSS SUMMARY (YTD)‡		
Premium	Reimbursable	Loss Ratio
0	0	0%

NETWORK SUMMARY			
	Original Network Charge	Adjusted Network Charge	Network Savings
Month	37,442	23,119	14,323
YTD	285,330	146,587	138,743



† Includes Rx claims obtained with Rx Card only; Does not include Rx Admin fees.  
 ‡ Final Claims Experience and Contractual Liability are subject to Stop Loss Carrier Audit.

‡ Indicates current Contract Year only.  
 § Cash Transactions and Management Information may not tie due primarily to end of period adjustments. Results will wash in future months.



# UnitedHealth Networks Network Map - Idaho

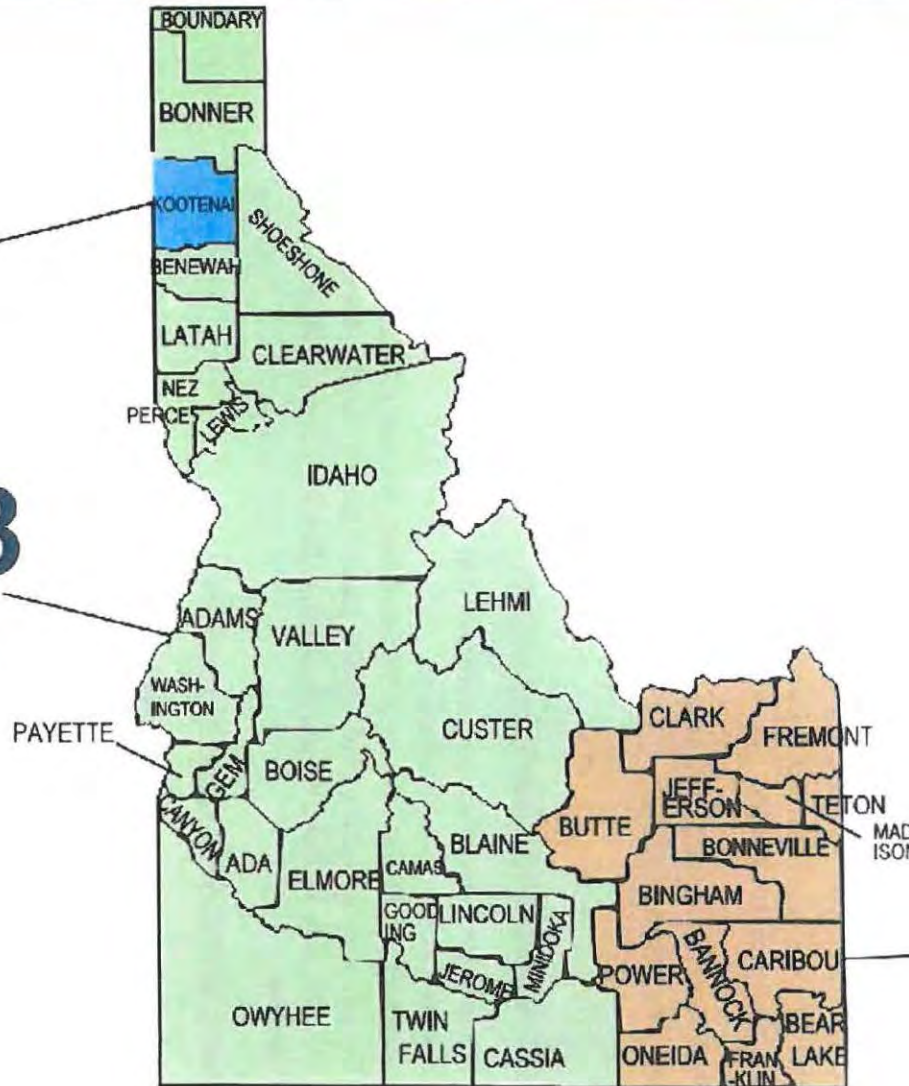
UnitedHealth Networks Network Definition Maps are designed to provide a general representation of the UnitedHealth Networks market codes as they appear in ADB and the UnitedHealth Networks Regional Definition Matrix. These maps are for display purposes only and not a guarantee of product availability or network adequacy. To view product availability visit the Product Website at <http://www.uhcn.com>



**46600**  
Seattle WA

**11468**  
Southwest ID  
(Leased)

**11641**  
Southeast ID  
(Leased)



## **UNITEDHEALTHCARE NETWORK FACTS**

### **PRACTICAL INNOVATION. AFFORDABLE SOLUTIONS.**

At UnitedHealthcare, success is measured by how well we help customers achieve convenient access to affordable, high-quality health care at the best contracted rate. Our network is truly national, with access across the country. We leverage the purchasing power of 46 million Americans and over \$60 billion of annual health spending to pursue the highest quality and most cost-effective relationships with facilities, physicians and other health care professionals.

UnitedHealthcare listens to the needs of our customers through consultative account management and service. We have responded with innovative products and powerful network strategies to deliver practical solutions to the health care affordability challenge.

**COMMITTED TO THE LOCAL MARKETS WE SERVE IN IDAHO:** UnitedHealthcare has been in operation in Idaho since January 2000

### **Southwest Idaho Network - Choice Plus products:**

- In Southwest Idaho we are contracted with over 795 Primary Physicians, 932 Specialists and 32 Hospitals for our Choice Plus products
- Our board certification rates are as follows: Primary Physicians 78.62%; Specialty Physicians 72.64%
- Our contracts reimburse on the following bases: Inpatient Hospital - 5% percentage payment rate, 34% DRG, 61% per diem; Primary Physicians - 100% fee schedule; Specialty Physicians - 100% fee schedule

### **Southeast Idaho Network - Choice Plus products:**

- In Southeast Idaho we are contracted with over 220 Primary Physicians, 242 Specialists and 13 Hospitals for our Choice Plus products
- Our board certification rates are as follows: Primary Physicians 74.09%; Specialty Physicians 65.29%
- Our contracts reimburse on the following bases: Inpatient Hospital - 5% percentage payment rate, 34% DRG, 61% per diem; Primary Physicians - 100% fee schedule; Specialty Physicians - 100% fee schedule



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**SUBJECT**

FY 2017 Idaho Opportunity Scholarship Educational Costs

**REFERENCE**

December 2013	The Idaho State Board of Education (Board) set the maximum award amount, student contribution amount, and cost of attendance for FY2015
December 2014	The Board increased the maximum award amount for FY2015
April 2015	The Board set the FY2016 maximum award amount, expected family contribution and educational cost.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Code § 33-4303, Idaho Opportunity Scholarship  
IDAPA 08.01.13, Rules Governing the Opportunity Scholarship

**BACKGROUND/ DISCUSSION**

The intent of the Idaho Opportunity Scholarship is to: (i) provide financial resources to Idaho students who are economically disadvantaged; (ii) close the gap between the estimated cost of attending an eligible Idaho postsecondary institution and the expected student and family contribution toward such educational costs; and (iii) encourage the educational development of such students in eligible Idaho postsecondary institutions.

In 2014-15 \$4,916,579 was disbursed to 1,465 scholarship recipients with an average award amount of \$3,440. In 2015-2016 \$5,146,248 was distributed to 1,868 scholarship recipients with an average award amount of \$2,881. Currently, 4,261 eligible students have applied for the scholarship for 2016-17, and there is approximately \$5.5 million in funding available.

Idaho Administrative Code, IDAPA 08.01.13.03 (Rules Governing the Opportunity Scholarship) requires the Board to annually set: (1) the educational costs for attending an eligible Idaho postsecondary institution; and (2) the amount of the assigned student responsibility (i.e. eligible students are expected to share in the cost of their education and will be required to contribute an amount determined by the Board).

The educational cost may include student tuition, fees, book and other necessary education expenses. The standard educational cost for FY 2015 award determination purposes was \$18,600 for the 4-year institutions and \$12,700 for the 2-year institutions. In FY 2016, pursuant to IDAPA 08.01.13 these amounts were set for each institution and were based on the institution's published educational cost for fulltime undergraduate students attending two semesters per year.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

While not required by statute or rule, the Board has historically set a maximum award in order to increase the number of awardees. The maximum award amount for FY 2015 was \$3,750 and \$3,000 in FY 2016. The majority of full-year student recipients were eligible for the maximum \$3,000 award. The actual award amount cannot exceed the cost of tuition.

**IMPACT**

Setting the educational cost and student contribution amounts fulfills the Board's responsibilities under administrative rule. Combined with setting the award cap, this action will enable Board staff to begin processing applications and making award determinations.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends the FY 2017 educational cost for the Opportunity scholarship award formula to be set for each public institution as follows:

\$20,400 for students attending University of Idaho  
\$20,328 for students attending Boise State University  
\$19,755 for students attending Idaho State University  
\$16,654 for students attending Lewis-Clark State College  
\$13,138 for students attending College of Southern Idaho  
\$13,800 for students attending College of Western Idaho  
\$12,624 for students attending North Idaho College  
\$13,808 for students attending Eastern Idaho Technical College

Staff recommends the FY2017 educational cost for the Opportunity scholarship award formula to be set at \$19,284 for students attending eligible Idaho private, not-for-profit postsecondary institutions (as defined in Idaho Code §33-4303(2)(b)). Pursuant to administrative rule, this amount is the average of the amount set for the four public 4-year institutions.

Staff recommends that the FY2017 student contribution be set at \$3,000 for students attending either 4-year institutions or 2-year institutions, and to accept student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution. Setting the student contribution amount at \$3,000 equally balances the maximum state contribution with the required student contribution.

Staff recommends approval of the Opportunity Scholarship maximum award in the amount of \$3,000 per year.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 14, 2016**

---

**BOARD ACTION**

I move to set the FY2017 educational cost for the Opportunity scholarship award not to exceed the following amounts:

1. \$20,400 for students attending University of Idaho
2. \$20,328 for students attending Boise State University
3. \$19,755 for students attending Idaho State University
4. \$16,654 for students attending Lewis-Clark State College
5. \$19,284 for students attending eligible Idaho private postsecondary institutions
6. \$13,138 for students attending College of Southern Idaho
7. \$13,800 for students attending College of Western Idaho
8. \$12,624 for students attending North Idaho College
9. \$13,808 for students attending Eastern Idaho Technical College

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**AND**

I move to approve the Opportunity Scholarship maximum award in the amount of \$3,000 per year.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**AND**

I move to approve the FY17 student contribution be set at \$3,000 and to accept student-initiated scholarships and non-institutional and non-federal aid as part of the student contribution.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**THIS PAGE INTENTIONALLY LEFT BLANK**