

Missouri State University
Taylor Health and Wellness Center

**Emergent Accident, Injury, and Illness
Benefit Program for Students**

Operational Procedures Policy

August 2004

Missouri State University
Emergent Accident, Injury, and Illness
Benefit Program for Students

EXECUTIVE SUMMARY

In the summer of 2000, it was decided that it would be helpful to the University's students if a program was started to assist with the cost for medical services when Taylor Health and Wellness Center was closed. In addition, there was a need to assist with the cost of calling an ambulance for students on campus who did not have health insurance.

At that time, an Emergent Accident, Injury, and Illness insurance plan (A&I) was purchased which would pay for up to \$500 per occurrence. This A&I insurance was contracted from the same insurance carrier as the student health insurance plan. This A&I insurance was not to replace the students' need to purchase general health insurance. It only provided coverage that was secondary to all group, individual, or employer based insurance plans.

It was decided that the premium to pay for this insurance would come from the student health fee that students pay to access the services of Taylor Health and Wellness Center. It was also decided that only the students that paid the full health fee and were eligible for the services of Taylor would have this benefit. Students and their parents were very pleased to hear during SOAR sessions and other events about this new service. It was a good marketing tool to parents. It was found that about 30% of our students were not covered by health insurance.

It was decided from the beginning of this program that a review would be made at the end of three years to see the cost effectiveness of this program. Last year a committee was formed to review the operation of the A&I insurance program. During the first three years of this program, the insurance company paid out about \$5,000 to \$6,000 per year for claims. The cost for the A&I insurance was about \$25,000 per year. The committee decided that it might be more profitable or advantageous for the University to self-fund this program.

With the assistance of the University's Legal Counsel, a letter was sent to the Missouri Department of Insurance asking if the A&I insurance could be self-funded by the University. On September 9, 2003, the University received a letter from the Department of Insurance stating that the benefit program could be self-funded as long as it was not done to create a profit and if the reserve from the program was only used to enhance the program.

The student health insurance plan was rebid for this current year, and the new company does not provide this type of A&I insurance program. The old student health insurance company would not support the A&I insurance if they do not also write the student health insurance.

The University is going to continue to offer this program, and we believe that the program should be self-funded. With the assistance of University Legal Counsel, an operational procedures policy for an Emergent Accident, Injury, and Illness Benefit Program for Students

has been developed which emulates the master policy of the old A&I insurance plan. The policy is attached. All references to the term insurance were removed and in the future this plan should be referenced as a benefit and not an insurance.

The self-funded A&I plan is being administered by Taylor Health and Wellness Center. Financial Services has been consulted on the establishing of a reserve account within Taylor Health and Wellness Center's budget to pay the claims of this plan. Maximum costs would be established to protect the University: \$500 per occurrence, \$1,500 per student per year, and total amount paid out in any one year would not exceed the budgeted amount and/or reserve established for this program.

In summary, the advantages of self-funding and keeping this A&I benefit program are:

1. Students have a method of paying for emergent medical services when Taylor Health and Wellness Center is closed.
2. This program can be marketed to students and their parents as a positive at SOAR and other events to show how the University is trying to assist them.
3. University faculty and staff who need to call for an ambulance for a student do not need to be concerned if the student has no health insurance.
4. By self-funding the program, the University will experience future savings if the past three years are an example of future utilizations.
5. The University assumes control of the claims processing assuring that students will receive quick claims payment.
6. The way that the programs procedures are written assures the University will assume no more risk than the purchasing of the A&I insurance.

The disadvantages of this recommendation are minimal, but could include:

1. Taylor Health and Wellness Center will have to process the claims and absorb the associated plan operating/administrative costs.
2. Taylor Health and Wellness Center will have to provide strong administration of the benefit program to assure that it runs like an insurance plan.

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Table of Contents

DEFINITIONS ----- 1

CONDITIONS OF BENEFIT ----- 6

BENEFIT COVERAGE ----- 6

GENERAL PROVISIONS ----- 7

ACCIDENT MEDICAL EXPENSE BENEFITS ----- 7

ILLNESS MEDICAL EXPENSE BENEFITS ----- 8

EXCLUSIONS ----- 9

CLAIMS PROVISIONS ----- 9

SCHEDULE OF BENEFITS ----- 10

COVERED CHARGES ----- 11

CLAIMS PROCESSING FORM ----- 12

BENEFIT APPLICATION FORM ----- 13

PROOF OF LOSS CLAIM FOR BENEFIT FORM ----- 14

Missouri State University
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Students of Missouri State University (University) who meet the eligibility requirements as herein stated will be eligible for this emergent medical expense benefit program. This program is to assist with the cost of emergent medical claims in case of an emergency only when Taylor Health and Wellness Center cannot provide the service. This Benefit Program is not a substitute for a **Primary Health Insurance, Valid and Collectible Insurance or Plan coverage**. The benefit is an in-excess or secondary plan that supplements a Primary Health Insurance, Valid and Collectible Insurance or Plan by paying up to \$500 per occurrence for deductibles, co-payments, and certain other out-of-pocket costs. The information stated below is a brief description of the coverage provided under this benefit for students. A designated reserve account shall be established to fund the benefits as stated below. The reserve account shall only be utilized to pay the benefits as stated in this policy and shall not create a surplus for other uses, as required by the Missouri Department of Insurance.

EMERGENT ACCIDENT, INJURY, OR ILLNESS

MEDICAL EXPENSE BENEFIT

Maximum Benefit Amount, per Occurrence per Student	\$ 500
Maximum Benefit Amount, per Academic Year per Student	\$ 1,500

DEFINITIONS

Accident: A sudden, unforeseeable event that results in an injury.

Ambulance: A vehicle which is licensed solely as an ambulance by the local regulatory body to provide transportation to a hospital or transportation from one hospital to another when students are unable to travel to receive medical care by any other means. Air ambulance charges are only eligible for transportation from the site of an emergency to the nearest appropriate facility.

Benefit Period: The benefit period for this benefit shall be the same as a student's eligibility for services at Taylor Health and Wellness Center as established by University policy. Students are eligible for services at Taylor Health and Wellness Center two weeks before the beginning of semester classes until two weeks after the ending of finals week of that same semester.

Covered Charge: A service or supply listed in this benefit and which is performed or given for the treatment of an injury.

Doctor: A legally qualified person licensed in the healing arts and practicing within the scope of his or her license and is not a family member.

Eligible Person: A University student as stated in this policy-

Emergency: The sudden and, at the time, unexpected onset of a health condition that manifests itself by symptoms of sufficient severity that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that immediate medical care is required, which may include, but shall not be limited to:

- placing the person's health in significant jeopardy;
- serious impairment to a bodily function;
- serious dysfunction of any bodily organ or part;
- inadequately controlled pain; or
- with respect to a pregnant woman who is having contractions: That there is inadequate time to effect a safe transfer to another hospital before delivery, or that transfer to another hospital may pose a threat to the health or safety of the woman or unborn child.

Emergent Illness or Illness: The sudden, severe occurrence of an unexpected onset of an unhealthy condition of the body or mind requiring emergency care as above defined under emergency

Experimental/Investigational: A drug, device, or medical care or treatment will be considered experimental/investigational if:

- The drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished.
- The informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase or if such a consent document is required by law.
- The drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device or medical care or treatment was reviewed by the University and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal or state law requires such review and approval; Reliable Evidence shows that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental study or investigational arm of ongoing Phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis; or Reliable Evidence shows that the prevailing opinion among experts regarding the drug, device or medical care or treatment is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis.
- Reliable Evidence means only: published reports and articles in authoritative medical and scientific literature; written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or treatment; or the written informed consent used by the treating facility or other facility studying substantially the same drug,

device or medical care or treatment. Covered charges will be considered in accordance with the drug, device or medical care at the time the expense is incurred.

Family Member: A person who is related to students in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes step-parent), brother or sister (includes step-brother or step-sister), or child (includes legally adopted, step or foster child).

Hospital: An institution licensed, accredited or certified by the State which:

- is accredited by the Joint Commission on Accreditation of Healthcare Organizations;
- provides 24-hour nursing service by registered nurses (R.N.);
- mainly provides diagnostic and therapeutic care under the supervision of Doctors on an inpatient basis; and
- maintains permanent surgical facilities or has an arrangement with another surgical facility supervised by a staff of one or more Doctors.

Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.

Hospital does not include a place, special ward, floor or other accommodation used for: custodial or educational care; rest, the aged; a nursing home or an institution mainly rendering treatment or services for mental illness or substance abuse.

Hospital Confined/Hospital Confinement: Confinement in a hospital for at least 18 consecutive hours by reason of an injury for which benefits are payable.

Initial Treatment Period: The number of days following an emergent injury or illness during which students must seek initial treatment is 30 days.

Injury: Bodily injury due to an accident which:

- results directly and independently of disease, bodily infirmity or any other causes;
- solely, directly and independently of all other causes results in medical expense;
- occurs after the effective date of a student's coverage under this benefit; and
- occurs while this benefit is in force.

All injuries sustained in any one accident, including all related conditions and recurrent symptoms of these injuries, are considered a single injury.

Medically Necessary: A treatment, drug, device, procedure, supply or service that is necessary and appropriate for the diagnosis or treatment of sickness or injury in accordance with generally accepted standards of medical practice in the United States at the time it is provided. When specifically applied to hospital confinement, it means that the diagnosis or treatment of symptoms or a condition cannot be safely provided on an outpatient basis.

A treatment, drug, device, procedure, supply or service shall not be considered as medically necessary if it:

- is experimental/investigational or for research purposes;
- is provided solely for a student's education purposes or convenience, or that of a student's family members, doctor, hospital or any other provider;
- exceeds in scope, duration, or intensity that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment and where ongoing treatment is merely for maintenance or preventive care;
- could have been omitted without adversely affecting a student's condition or the quality of medical care;
- involves the use of a medical device, drug or substance not formally approved by the United States Food and Drug Administration;
- involves a service, supply or drug not considered reasonable and necessary by the Healthcare Financing Administration Medicare Coverage Issues Manual; or it can be safely provided to students on a less cost effective basis such as outpatient, by a different medical professional, or pursuant to a more conservative form of treatment.

The University reserves the right to determine whether a service, supply or drug is medically necessary.

Orthopedic Appliances: A supportive device or appliance used in treating a student's sickness or injury.

Primary Health Insurance, Valid and Collectible Insurance or Plan: Any reimbursement for or recovery of any element of covered charges incurred available from any other source whatsoever, except gifts and donations, but including without limitation:

- any individual, group, blanket, or franchise benefit of accident, disability or health insurance;
- any arrangement of benefits for members of a group, whether insured or uninsured;
- any prepaid service arrangement such as Blue Cross or Blue Shield; individual or group practice plans, or health maintenance organizations;
- any amount payable for hospital, medical or other health services. Injury arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used including such benefits mandated by law) of any motor vehicle insurance benefit;
- Any amount payable for services or injuries or diseases related to a student's job to the extent that students actually received benefits under a Worker's Compensation Law. If students enter into a settlement to give up a student's rights to recover future medical expenses that would have been payable except for that settlement;
- Social Security Disability Benefits, except that other valid and collectible insurance or plan shall not include any increase in Social Security Disability Benefits payable to students after students become disabled while insured hereunder; or
- any benefits payable under any program provided or sponsored solely or primarily by any governmental agency or subdivision or through operation of law or regulation.

Physical Therapy: Non-surgical physical or mechanical therapy, diathermy, ultrasonic therapy, heat treatment in any form, manipulation or massage.

Prescription Drugs: Drugs that may only be dispensed by written prescription under federal law, and approved for general use by the Food and Drug Administration. The drugs must be dispensed by a licensed pharmacy provider for a student's outpatient use.

Reasonable and Customary Charges, Fees or Expenses: The most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the area in which the charge is incurred, so long as those charges are reasonable.

The most common charge means the lesser of:

- the actual amount charged by the provider;
- the negotiated rate; or
- the charge which would have been made by the provider (Doctor, hospital, etc) for a comparable service or supply made by other providers in the same Geographic Area, as reasonable determined by the University for the same service or supply.
- "Geographic Area" means the zip code in which the service, treatment, procedure, drugs or supplies are provided; or a greater area if necessary to obtain a representative cross-section of charge for a like treatment, service, procedure, device drug or supply.

Student(s): All University students enrolled in classes offered on the Springfield campus, who have paid the full Student Health Fee, and are taking 7 or more hours during a fall or spring semester or 4 or more hours during a summer semester are eligible.

Sound Natural Teeth: Natural teeth, the major portion of the individual tooth that is present, regardless of fillings and caps; and is not carious, abscessed, or defective.

University: Missouri State University, also hereinafter referred to as the University.

CONDITIONS OF BENEFIT

Eligibility: All University students enrolled in classes offered on the Springfield campus, who have paid the full Student Health Fee, and are taking 7 or more hours during a fall or spring semester or 4 or more hours during a summer semester are eligible.

Effective Dates: The effective dates for this benefit shall be the same as a student's eligibility for services at Taylor Health and Wellness Center as established by University policy. Students are eligible for services at Taylor Health and Wellness Center two weeks before the beginning of semester classes until two weeks after the ending of finals week of that same semester.

Annual Total Amount Paid For Benefits Under This Program: During any one year, the total amount paid out under this benefit shall not exceed the budgeted amount and/or reserve

established for this benefit. Once this amount has been reached, additional claims during that year will not be paid or carried over against the next year's budgeted amount and/or reserve. Claims will be processed in the order they are received.

BENEFIT COVERAGE

Benefit Limitations: This benefit shall not be primary to any insurance plan, policy, or program. This benefit should not be considered a health insurance policy, plan, or program.

The maximum amount that can be paid out for any one occurrence under this program is \$500. The maximum benefit that a student can received per academic year under this program is \$1,500. Students who wish to file a claim for benefits under this program must show proof that the claim has not been or will not be paid under any insurance or other benefit. Benefits paid under this program shall be limited to claims that have already been filed under a primary insurance plan, if such insurance is available. If a student, who is not covered under any insurance plan, wants to make a claim for this benefit, he/she will be required to sign an affidavit stating he/she has no insurance coverage. After the student or the student's primary insurance settles the bill with the emergency provider, covered students may claim up to \$500 in benefits for covered non-reimbursed emergency care charges. Paid bill statements and/or Explanation of Benefits (EOB) statements from the primary insurance are required to support a claim.

GENERAL PROVISIONS

All provisions of this benefit shall apply separately to each student.

Benefit Changes and Termination: No change in this benefit shall be valid until approved by an officer of the University and unless such approval be endorsed hereon or attached hereto.

The University has full authority to terminate this benefit at any time as allowed by law.

Failure by the University to enforce any benefit provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are or are not the same.

The University may amend or change the benefits. Benefit changes will take effect on the date of the change or other date assigned by the University. Any amendment shall be without prejudice to any claim starting prior to the effective date of the amendment.

No person other than the University's President, Vice President for Student Affairs, or designee has authority to waive, alter or amend any provision of this benefit.

The University has full, exclusive and discretionary authority to determine all questions arising in connection with the benefit including its interpretation.

Contestability: If a student wants to contest a claims payment or a decision of Taylor Health and Wellness Center's Administration, he/she can request an appeal with the University's Vice President for Student Affairs.

Information and Records: The student shall provide the University information necessary to administer coverage under this benefit.

Conformity with Laws: If any provision of this benefit is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law. Missouri law requires that the reserve account established to pay the benefits only be used to pay such benefits.

ACCIDENT MEDICAL EXPENSE BENEFITS

The University will pay benefits, as defined and limited by this policy, for covered charges incurred by students due to injury. A covered charge is the reasonable and customary charge for a service or supply that is performed or given under the direction of a Doctor for the medically necessary treatment of an Injury. A covered charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

Covered charges are payable only for an injury:

1. For which the first treatment or service is incurred within the initial treatment period; and
2. For which expense all treatment or service is incurred within the benefit period.

No Valid and Collectible Insurance or Plan:

The University will pay the incurred covered charges up to the maximum benefit amount, per injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this benefit.

Valid and Collectible Insurance or Plan:

The University will pay the incurred covered charges which are in excess of the total benefits payable for the same injury by any valid and collectible insurance or plan on a provision of service or on an expense incurred basis, up to the maximum benefit amount, per injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this benefit.

If valid and collectible insurance or plan provides benefits on an excess coverage basis, benefits will be paid first by the University or services plan whose benefit or service contract has been in effect for the longer period of time at the date of such injury.

For purposes of this benefit, a student's entitlement to other valid and collectible insurance or plan will be determined as if this benefit did not exist and shall not depend upon whether timely application for benefits from other valid and collectible insurance or plan is made by students or on a student's behalf.

Primary Benefit Amount: The University will pay the covered charges incurred for an injury, up to the primary benefit amount. Such covered charges will be paid according to the terms of the benefit. Subsequent claims received for the same injury which are in excess of the primary benefit amount will subject the entire claim to the excess provision.

ILLNESS MEDICAL EXPENSE BENEFITS

The University will pay a benefit for treatment, services and supplies that are provided to students due to emergent illness. The treatment, services and supplies must be medically necessary and provided under the direction of a Doctor. Treatment or service must occur while coverage under this benefit is in force.

Payment of any benefit is subject to the definitions, limitations, exclusions and other provisions of this benefit. Treatment or service is considered incurred on the date the treatment or service is rendered or the supply is furnished.

Covered charges are payable only for an injury:

1. For which the first treatment or service is incurred within the initial treatment period; and
2. For which expense for all treatment or service is incurred within the benefit period.

All related conditions and recurrent symptoms of the same or a similar condition will be considered the same illness.

EXCLUSIONS

This benefit does not provide benefits for treatment, services or supplies which:

- Are not medically necessary;
- Are not prescribed by a Doctor as necessary to treat an injury;
- Are determined to be experimental/investigational in nature;
- Are received without charge or legal obligation to pay;
- Are received from persons employed or retained by the student or any family member, unless otherwise specified;
- Are not specifically listed as covered charges in this benefit;
- Intentionally self-inflicted injury, violating or attempting to violate any duly enacted law.
- Injury by acts of war, whether declared or not;
- Injury received while traveling or flying by an, except as a fare paying passenger on a regularly scheduled commercial airline;
- Injury covered by Worker's Compensation or the Occupational Disease Law;
- Injury contributed to by the use of alcohol or drugs not prescribed by a Doctor;
- Suicide, attempted suicide or intentionally self-inflicted injury while sane;
- Fighting or physical altercations, except as an innocent victim.

CLAIM PROVISIONS

Notice of Claim: Written notice of claim must be given to the University or its authorized representative within 60 days after a covered loss starts, or as soon thereafter as is reasonably possible for the claim to be considered for payment. Notice should include information sufficient to identify students.

Claim Forms: The University, upon receipt of written notice of a claim, will furnish to the claimant such forms as are usually furnished for filing a Proof of Loss claim form.

Proof of Loss: Written Proof of Loss for hospital confinement must be given to the University or its authorized representative within 60 days after release from the hospital. Proof of any other covered loss must be given to the University or its authorized representative not later than 60 days after the covered loss. If Proof of Loss is not given within 60 days, the claim will not be denied or reduced for that reason if that proof was given as soon as reasonably possible.

Time of Payment of Claims: Benefits will be paid after the University receives proper proof of loss and it is determined that the claim is eligible for this benefit.

Payment of Claims: Benefits will be payable to students unless they have outstanding charges at Taylor Health and Wellness Center.

Physical Examination: The University, at its own expense, shall have the right and opportunity to examine students as it may reasonably require while a claim is pending.

SCHEDULE OF BENEFITS

Maximum Benefit Amount, per Occurrence per Student—\$500

Eligible Person: All students enrolled in classes offered on the Springfield campus, who have paid the Student Health Fee and are taking 7 or more hours during a fall or spring semester, or 4 or more hours during a summer semester.

Scope of Coverage: Limited to emergency treatment provided under the following circumstances:

1. The student is initially evaluated or treated by Taylor Health and Wellness Center, and is referred by a Doctor to a hospital emergency room or specialty treatment center for emergency treatment beyond the clinical capabilities of Taylor Health and Wellness Center.
2. Taylor Health and Wellness Center is closed when the patient suffers an Emergent Injury or Illness.
3. An injury or acute illness occurs on or off campus when Taylor Health and Wellness Center is open; the record of treatment reasonably indicates the condition required treatment that could not have been clinically managed at Taylor Health and Wellness Center.

4. The injured or ill student is initially evaluated by Emergency Medical Services (EMS), and is transported by emergency ambulance to a hospital emergency room where emergency treatment is provided.

Follow-up care and treatment growing out of initial treatment of an Emergent Illness or injury shall be covered as it is reasonably an extension of the initial emergency treatment.

COVERED CHARGES

Covered charges are treatment, services, or supplies incurred for:

INPATIENT

- Hospital room and board and general nursing care, limited to the semi-private room rate.
- Hospital miscellaneous expenses.
- X-rays.
- Physical Therapy.
- Doctor's fees for surgery.
- Doctor's visits. Benefit is limited to 1 visit per day and does not apply when related to surgery.

OUTPATIENT

- Doctor's fees for surgery.
- Hospital day surgery miscellaneous.
- Doctor's visits. Benefit is limited to 1 visit per day and does not apply when related to surgery or physical therapy.
- Emergency Room Care.
- X-rays.
- MRI.
- Injections.

OTHER

- Ambulance expense.
- Prescription Drugs, crutches, wheelchair rental.
- Orthopedic Appliances.
- Dental treatment for injury to sound natural teeth.
- Consultant.
- Anesthesia services.
- Assistant surgeon.