

# Plan Document for Student Administrative Health Fee (SAHF) Program

Effective October 18, 2021

For the most current version of this plan and general information about the Student Health Center, please visit https://healthcenter.indiana.edu/

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# I. WHAT IS THE SAHF Program?

The Student Administrative Health Fee (SAHF) Program (Program) is a vital contributor to the well-being of the Bloomington campus of Indiana University. Students enrolled in more than three (3) credit hours (six or more in the summer) are automatically assessed the SAHF on their Bursar's bill each semester. Students taking at least one (1) credit hour are eligible to make the SAHF voluntarily at the Student Health Center.

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

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

The SAHF Program subsidizes healthcare, health promotion, and public health initiatives provided by the Student Health Center (SHC) for Students. It also funds facilities, equipment, staffing, and administrative support.

This document outlines the Student Administrative Health Fee Program. It explains how SHC uses the SAHF to cover some of the costs for the medical, behavioral health, and wellness services it provides to Students. Please read it carefully.

To learn more about the services SHC provides and who is eligible to use them as well as hours, location, staffing, and more, visit <a href="https://healthcenter.indiana.edu">https://healthcenter.indiana.edu</a>

## II. ESTABLISHMENT OF THE STUDENT ADMINISTRATIVE HEALTH FEE

## **Terms and Conditions**

This document sets forth the SAHF Program provided by Indiana University – Bloomington (hereinafter "University") under the following terms and conditions, which have been reviewed and approved by legal counsel.

- a. Nothing in this Plan Document or other documents related to the SAHF shall be construed to constitute health insurance or an indemnification of risk that constitutes a contract of insurance.
- b. Indiana University Bloomington, as the SAHF Program Sponsor, provides the Program for the sole purpose of providing healthcare benefits and services to SAHF Program Covered Students. The SAHF Program is operated solely in the best interest of these Students and not for the purpose of profit or financial gain for the SAHF Program Sponsor.
- c. The SAHF Program operates in compliance with all federal statutes and regulations that are applicable to college health programs and, unless otherwise noted, complies with best practice guidelines and recommendations for national associations concerned with college health programs, particularly standards and guidelines endorsed by the American College Health

Association (ACHA).

- d. When the SAHF Program provisions cover Patient Responsibility from Students' personal health insurance, under no circumstances do such Program benefits constitute waiving of cost-sharing charges that are required by Students' personal health insurance. The SAHF Program funds these liabilities through the SAHF on a secondary payor basis, with the Students' personal health insurance providing benefits on a primary payor basis.
- e. All SAHF Program costs will be equitable to the extent the SAHF Program takes a secondary payor position and the Students' personal health insurance provides benefits on a primary payor basis. This includes having the SAHF Program Sponsor's student health insurance program incur costs that reflect fair market value relative to charges submitted to other in-network insurance providers.
- f. Benefits are administered based exclusively on the provisions of this Plan Document. There are no unpublished Plan provisions. Any extra-contractual benefits will be provided only as specified in Section VI. SAHF Program Covered Services and Supplies.

## **Effective Date**

The SAHF Program as described herein, is effective October 18, 2021.

## **General Provisions**

Indiana University - Bloomington

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

IN WITNESS WHEREOF, Indiana University - Bloomington has caused the SAHF Program Plan Document to be executed by its duly authorized representative.

Ву:	Me D.	
	Authorized Signature	
	M. Doub O'Guinn Printed Name	<i>y</i>
	VP of Student Affairs and Dean a	of Students
	2 28 22 Date	

## III. GENERAL INFORMATION

Plan Name Student Administrative Health Fee (SAHF) Program

Type of Plan Student Administrative Health Fee

CMS-9981-F

https://www.gpo.gov/fdsys/pkg/FR-2012-03-

21/pdf/2012-6359.pdf

Effective October 18, 2021

SAHF Program Sponsor Indiana University - Bloomington

SAHF Program Administrator Vice Provost for Student Affairs

**Indiana University** 

900 E. 7<sup>th</sup> Street, Suite M088 Bloomington, IN 47405

**Agent for Services of Legal Process**Office of the Vice President & General Counsel

Bryan Hall, 107 S. Indiana Avenue

Bloomington, IN 47405

Termination and/or Modification of SAHF Program The SAHF Program Sponsor may terminate the

SAHF Program or change the provisions of the

SAHF Program at any time by a written

amendment signed by a duly authorized officer of the SAHF Program Sponsor. The consent of any SAHF Program Covered Student is not required to

terminate or change the SAHF Program.

# IV. ELIGIBILITY FOR SAHF Program

All Students who are enrolled in more than three (3) credit hours during the Fall and Spring semesters are automatically assessed the SAHF and are eligible for the SAHF Program for such semesters, in accordance with Indiana University rules related to eligibility. Students enrolled in six (6) or more credit hours during the Summer semester are automatically assessed the SAHF and are eligible for the SAHF Program for such Summer semesters, in accordance with Indiana University rules related to eligibility. The term "semester" refers to the Fall, Spring, and Summer semesters, which are each generally a four

<sup>\*</sup> The SAHF Program Administrator is the recipient for all Appeals for the SAHF Program. Refer to Section IX. Appeals for complete details regarding Appeals.

(4) month period throughout the academic year. (refer to the IUB Official Academic Calendar).

Those students who are not automatically assessed the SAHF but are enrolled in at least one (1) credit hour are eligible to voluntarily purchase the SAHF from the SHC. These students must be enrolled and actively pursuing a degree. Spouses, partners, and/or dependents of an enrolled student are not eligible to purchase the SAHF.

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

# **Dependent Eligibility**

The spouse, partner, child, stepchild, foster child, or other dependent of the SAHF Program Covered Student is not eligible to purchase or receive the benefits of the SAHF Program.

# **Faculty and Staff**

Faculty and staff are not eligible for SAHF Program coverage.

## **Non-Transferability**

SAHF Program coverage cannot be transferred from one person to another.

#### **Non-Discrimination**

The SAHF Program follows the University's Non-Discrimination Policies.

Indiana University will recruit, hire, promote, educate, and provide services to persons based upon their individual qualifications. Indiana University prohibits discrimination on the basis of age, color, disability, ethnicity, sex, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sexual orientation, or veteran status.

As required by Title IX of the Education Amendments of 1972, Indiana University does not discriminate on the basis of sex in its educational programs and activities, including employment and admission. Questions specific to Title IX may be referred to the U.S. Department of Education's Office for Civil Rights or the University Title IX Coordinator.

# V. Coverage Dates

Unless otherwise specified, Students are covered by the SAHF Program for the period in which the SAHF Program is effective. Students are either automatically assessed or voluntarily purchase the SAHF Program at the beginning of each the Fall, Spring, and/or Summer Semesters. The effective dates are dependent upon the University's Academic Calendar.

# **VI. SAHF Program COVERED SERVICES**

Except as may be specifically noted below, the SAHF Program benefits are only available for services or supplies provided by the Student Health Center (SHC).

Except as specifically provided in this subsection, Students are responsible for the cost of any services or supplies provided by or through SHC that are not covered by the SAHF Program or another third-party payer. These include medical visits and procedures, visits with a behavioral health provider, individual visits with a dietitian, diagnostic services such as laboratory tests and x-rays, physical therapy, and any other services or supplies that are not listed in this section. This liability may be reduced by reimbursement provided by a student's personal health insurance.

In accordance with federal law and SHC policy, students may request that charges not be submitted to their personal health insurance plans, in which case those charges will remain the student's responsibility and must be paid on the day of service.

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

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

#### Services Covered at 100%

The SAHF provides 100% coverage for the Patient Responsibility portion incurred by the student for these services and when provided by or through the Student Health Center:

- A. One (1), 30-minute CAPS Now assessment to connect the first-time clients to the most appropriate CAPS service. The student's personal health insurance will be billed for the portion for which it is responsible.
- B. One (1) nutrition counseling session each semester. The student's personal health insurance will be billed for the portion for which it is responsible.
- C. One (1) health coaching session each semester. The student's personal health insurance will be billed for the portion for which it is responsible.

- D. Counseling and psychiatric services available through CAPS' Sexual Assault Crisis Service (SACS).
- E. CAPS workshops and support group sessions
- F. Tobacco/vaping cessation services.
- G. Outreach and educational programming for physical and mental well-being.
- H. Prescription delivery to campus residence halls.
- I. Access to WellTrack, an online self-help therapy platform.
- J. Lyft transportation for SHC referrals to non-SHC area providers.
- K. After-hours call service for medical, mental health, and sexual assault services.
- L. Campus/public health services or benefits that are essential for either the personal health of an individual student or the overall health of the campus.
- M. Capital investments in facilities, furnishings, and equipment for SHC.
- N. Administrative support cost for the operation and management of the SHC.

## **Services Covered in Part**

The SAHF subsidizes the Patient Responsibility portion incurred by the student for the following services when provided by or through the Student Health Center:

- A. CAPS Counseling Sessions: SAHF Covered Students pay no more than \$25 for each CAPS counseling session once the student has used the visits covered at 100%. The student's personal health insurance will be billed for the portion for which it is responsible.
- B. CAPS Group Sessions: SAHF Covered Students pay no more than \$10.00 per group counseling session. The student's personal health insurance will be billed for the portion for which it is responsible.

## **Exclusions**

The SAHF Program will not provide medical benefits for any service or supply that is not specifically listed as a Covered Service above, regardless of Medical Necessity or recommendations of a Physician or Health Care Provider. Following is a non-exclusive list of examples of exclusions from the SAHF Program:

- A. Charges incurred for medical services provided by any other facility or organization, including Indiana University Health.
- B. Missed appointment/late cancellation charges.
- C. Any service or supply that is not customarily provided by the SHC.
- D. Laboratory testing and services completed by a reference laboratory, even if the laboratory specimen was collected at the SHC.
- E. Prescription medications.
- F. Travel medicine vaccines/medications.
- G. Allergy injections.
- H. Psychiatric services.

- I. Durable medical equipment (e.g., braces, splints, crutches, etc.).
- J. Services, supplies, or treatments that are not medically necessary.
- K. Expenses incurred for services rendered before the effective date of coverage under the SAHF Program or after coverage ends, even though Illness or Injury started while coverage was in force.
- L. The SAHF Program Sponsor reserves the right to temporarily suspend and/or limit the availability of SAHF Program benefits, services, or supplies due to unforeseen closure of facilities, unavailability of professional or support staff, or other circumstances beyond the control of SHC and/or the SAHF Program Sponsor.

## **Explanation of Benefits**

The SAHF Program does not provide Explanation of Benefit forms.

# Permissible Incongruity of Benefits, Services, or Supplies

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

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

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

# Notice of Change for SAHF Program Benefits, Services, or Supplies

Benefits, services, and supplies covered by the SAHF Program are subject to change without notice to SAHF Program Covered Students.

# VII. Confidentiality

Refer to the SHC website for privacy and confidentiality policies applicable to services provided under

the SAHF Program, as well as its <u>Notice of Privacy Practices</u> outlining your rights and the SHC's responsibilities. For additional information, please visit Indiana University's <u>HIPAA Privacy and Security Compliance Program</u>.

# VIII. Procedures and Statement of Rights

## **Allocation of Authority**

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

- A. to interpret the SAHF Program, the Plan Document, and any other writings affecting the establishment or operation of the SAHF Program, both as to legal import and as to the application of the provisions of any such documents to the facts of a particular claim for benefits or services, and to decide all matters arising under the SAHF Program, including the right to remedy possible ambiguities, inconsistencies, or omissions; and
- B. to make factual findings and decide conclusively all questions regarding any claim for benefits or services made under the SAHF Program.

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

## **Powers and Duties of SAHF Program Administrator**

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

- A. to require any person to furnish such reasonable information as the SAHF Program
  Administrator may request for the proper administration of the SAHF Program as a condition
  to receiving any benefits, services, or supplies under the SAHF Program;
- B. to make and enforce such rules and regulations and prescribe the use of such forms as the SAHF Program Administrator will deem necessary for the efficient administration of the SAHF Program;
- C. to decide on questions concerning the SAHF Program, or the eligibility of any person to participate in the SAHF Program, in accordance with the provisions of the SAHF Program;
- D. to determine the amount of benefits, services, or supplies that will be payable or provided to any person in accordance with the provisions of the SAHF Program;
- to inform SAHF Program Covered Student(s), as appropriate, of the amount of such benefits, services, or supplies payable or provided in accordance with the provisions of the SAHF Program;
- F. to provide a full and fair review to any SAHF Program Covered Student whose claim for benefits, services, or supplies under the SAHF Program has been denied in whole or in part;
- G. to retain such actuaries, accountants, consultants, third-party administration services, legal counsel, or other specialists, as the SAHF Program Administrator may deem appropriate and necessary for the SAHF Program's effective administration;

- H. to perform any other functions or actions that would commonly be within the purview of a similarly situated administrator for a student health insurance/benefits plan; and
- I. to designate other persons to carry out any duty or power that would otherwise be responsibility of the SAHF Program Administrator under the terms of the SAHF Program.

## **Delegation by the SAHF Program Administrator**

The SAHF Program Administrator may employ the services of such persons or organizations as necessary or desirable in connection with the administration of claims, benefits, services, or supplies, or other operations of the SAHF Program.

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

The SAHF Program Administrator (and any person to whom any duty or power in connection with the operation of the SAHF Program is delegated) may rely upon all tables, valuations, certificates, reports, and opinions furnished by any duly-appointed actuary, accountant, consultant, third-party administration service, legal counsel, or other specialist, and the SAHF Program Administrator or such delegate will be fully protected in respect to any action taken or permitted in good faith in reliance upon such table, valuations, certificates, etc.

## **Payment of Administrative Expenses**

All reasonable costs incurred in the administration of the SAHF Program including, but not limited to, administrative fees and expenses owed to any third-party administrative service, actuary, consultant, accountant, specialist, or other person or organization that may be employed by the SAHF Program Administrator in connection with the administration thereof, will be paid by the SAHF Program Sponsor unless the SAHF Program Administrator directs the SAHF Program to pay such expenses and such payment by the SAHF Program as permitted by law.

### Liability

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

## **Amendment**

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

Any such amendment will be by a written instrument signed by a duly authorized Officer of the SAHF Program Sponsor. The SAHF Program Administrator will post an amended copy of the plan document on

the SHC website. The copy found at <a href="https://healthcenter.indiana.edu">https://healthcenter.indiana.edu</a> shall always be current and effective at the date of publication.

## **Termination of SAHF Program**

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

## **Necessary Information**

When a student requests and/or seeks benefits, services, or supplies under the SAHF Program, the student must furnish all the information required to implement plan provisions.

# **Waiver and Estoppel**

No term, condition, or provision of the SAHF Program shall be deemed to be waived, and there shall be no estoppel against enforcing any provision of the SAHF Program, except through a writing of the party to be charged by the waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless explicitly made so, and it shall operate only with regard to the specific term or condition waived, and it shall not be deemed to waive such term or condition in the future, or as to any act other than as specifically waived. No SAHF Program Covered Student or eligible beneficiary other than as named or described by class in the waiver shall be entitled to rely on the waiver for any purpose.

#### **Non-Vested Benefits**

Nothing in the SAHF Program shall be construed as creating any vested rights to benefits in favor of any SAHF Program Covered Student.

## **Interests Not Transferable**

The interests of the SAHF Program Covered Student under the SAHF Program are not subject to the claim of their creditors and may not be voluntarily or involuntarily transferred, alienated, or encumbered without the written consent of the SAHF Program Administrator.

## Severability

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

## In General

Any and all rights provided to any SAHF Program Covered Student under the SAHF Program shall be subject to the terms and conditions of the SAHF Program. This Plan Document shall not constitute a contract between the SAHF Program Sponsor and any SAHF Program Covered Student, nor shall it be consideration or an inducement for the initial or continued enrollment of any Student in the SAHF

Program Sponsor. Likewise, maintenance of this SAHF Program shall not be construed to give any SAHF Program Covered Student the right to be retained as a SAHF Program Covered Student by the SAHF Program Sponsor or the right to any benefits not specifically provided by the SAHF Program.

# IX. Appeals

Any complaint or concern about the terms of the SAHF Program should first be addressed with the Student Health Center's Director of Financial Operations. Upon receiving the complaint or concern, the Director shall immediately document the complaint and, when necessary, initiate an investigation.

If a student is not satisfied with the response to a complaint or concern, or the student believes the matter requires further consideration, the student may then submit an appeal of this decision to the Student Health Center's Executive Director, who may engage external or internal consultants and/or medical experts to assist in considering the Appeal.

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

## X. Definitions

The following terms define specific wording used in this document.

<u>Academic Year</u>: Generally, beginning and ending in mid-August of each year. Since actual dates fluctuate from year-to-year, please refer to the IU-B Academic Calendar.

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

<u>Healthcare Provider(s)</u>: A Physician, counselor, nurse, or other clinician as those terms are specifically defined as follows: Physician (MD or DO), Doctor of Optometry (OD), Registered Physical Therapist (RPT), Psychologist (PhD, EdD, PsyD), Registered Nurse (RN), Licensed Practical Nurse (LPN), Nurse Practitioner (APRN, FNP-BC), Licensed Clinical Social Worker (LCSW), Master of Social Work (MSW), Licensed Professional Counselor (LPC), Licensed Mental Health Counselor (LMHC), Certified Physician Assistant (PA-C, PA), Nutritionist, or Registered Dietitian (RD), Pharmacist (R.Ph.).

Health Service: See Student Health Center.

<u>Injury</u>: A condition which results independently of a Sickness and all other causes and is a result of an externally violent force or accident.

Medical Necessity/Medically Necessary: Health care services that a Healthcare Provider, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing, or treating an Illness, Injury, disease or its symptoms, and that are: (a) in accordance with generally accepted standards of medical practice; (b) clinically appropriate, in terms of type, frequency, extent, site, and duration, and considered effective for the patient's Illness, Injury, or disease; and (c) not primarily for the convenience of the patient, the Healthcare Provider or any other Healthcare Provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's Illness, Injury, or disease. For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations, and the views of Physicians practicing in relevant clinical areas and any other relevant factors.

<u>Patient Responsibility</u>: The part of the cost for a patient's healthcare that is not paid by tuition or health insurance.

<u>Physician</u>: A licensed Doctor of Medicine or Doctor of Osteopathy practicing within the scope of their license and who is not a close family member of the SAHF Program Covered Student receiving services.

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

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

<u>SAHF Program Sponsor</u>: Indiana University - Bloomington is the sole sponsor of the SAHF Program and exercises all discretionary authority and control over the administration of the SAHF Program and the management and disposition of the SAHF Program's assets. The SAHF Program Sponsor shall have the sole discretionary authority to determine eligibility for plan benefits or to construe the terms of the SAHF Program. The SAHF Program Sponsor has the right to amend, modify or terminate the SAHF Program in any manner, at any time, regardless of the health status of any plan participant or beneficiary.

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

Sickness/Illness: Any bodily sickness or mental/behavioral health disorder. For purposes of the SAHF

Program, pregnancy will be considered as any other Sickness.

<u>Student</u>: A person who is currently enrolled at Indiana University - Bloomington.

<u>Student Health Center (SHC)</u>: The Health Service provided by Indiana University - Bloomington for its Students.