



**PLAN DOCUMENT  
FOR 2018-19  
STUDENT ADMINISTRATIVE HEALTH FEES  
(SAHF)**

**EFFECTIVE DATE: August 27, 2018**

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

<http://www.duq.edu/life-at-duquesne/health-recreation-and-wellbeing/health-service>

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

THIS INSTRUMENT sets forth the Student Administrative Health Fees (hereinafter the SAHF) provided by Duquesne University (hereinafter the University or the *SAHF Sponsor*),

**A. Definition for Student Administrative Health Fee (SAHF)**

Federal regulations adopted on March 21, 2012, established the definition for Student Administrative Health Fees (refer to [CMS-9981-F](#)) as follows:

Student administrative health fees are those that are charged to all students enrolled at a college or university, 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.

A student administrative health fee 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 health care through health clinics regardless of whether the students utilize the health clinics or enroll in student health insurance coverage.

**While Duquesne does not have a separate designated health fee, there is an allocation from the University that funds the operation of Health Services that constitutes a SAHF.**

**B. Establishment of SAHF.** The University hereby sets forth the SAHF under the following terms and conditions.

- (1) Nothing in this Plan Document or other documents pertaining to the SAHF provided by the University shall/may be construed to constitute health insurance or an indemnification of risk that constitutes a contract of insurance.
- (2) The SAHF operates in compliance with all federal statutes and regulations that are applicable to college health programs and, unless otherwise noted, complies with best practice guidelines and recommendations for national associations concerned with college health programs, particularly standards and guidelines endorsed by the ACHA.
- (3) When the SAHF provides benefits or services that result from remaining balances from students' personal health insurance, under no circumstance do such SAHF benefits constitute waiving of cost sharing charges required by students' personal health insurance. The SAHF funds these liabilities on a secondary payor basis, with the students' personal health insurance providing benefits on a primary payor basis.
- (4) All SAHF costs will be equitable to the extent the SAHF takes a secondary payor position, as specifically provided in this Plan Document, and the students' personal health insurance provides benefits on a primary payor basis. This includes having the *SAHF Sponsor's* student health insurance/benefit program incur costs that reflect fair market value relative to charges submitted to other in-network insurance providers.
- (5) Benefits are administered based exclusively on the provisions of this Plan Document. There are no unpublished Plan provisions. Any extra-contractual benefits will be provided only as specified in [Section V, SAHF Covered Services and Supplies](#).

- C. **Effective.** The SAHF for the 2018-2019 *Academic Year* (including summer 2019), as described herein, is effective August 27, 2018.
- D. **General Provisions.** The SAHF is subject to all of the conditions and provisions set forth in this document and subsequent amendments, which are made a part of this Plan Document.

IN WITNESS WHEREOF, Duquesne University has caused the SAHF to be executed by its duly-authorized representative.

**Duquesne University**

\_\_\_\_\_

Date

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_

Title

\_\_\_\_\_  
Printed Name

Duquesne University, the *SAHF Sponsor*, has prepared this document to help you understand your SAHF benefits. Please read it carefully. Your benefits are affected by certain limitations and conditions designed to encourage you to be a wise consumer of health care services and supplies. Also, benefits are not provided for certain kinds of treatments or services, even if such services are *Medically Necessary* and your personal *Physician* or other personal *Health Care Provider* (i.e., a *Physician* or *Health Care Provider* who is working at Health Services recommends them).

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

As used in this document, the word *year* refers to the *Academic Year*, which is the generally the nine-month period from August to May (refer to the academic calendar at the Duquesne University website).

<b>Plan Name</b>	Student Administrative Health Fees (SAHF).
<b>Type of Plan</b>	Student Administrative Health Fee – refer to CMS-9981-F
<b>Effective</b>	August 27, 2018 (original effective date, August 17, 2017)
<b>SAHF Sponsor</b>	Duquesne University
<b>SAHF Administrator*</b>	Assistant Vice President for the Center for Student Wellbeing 412-396-6204
<b>Agent for Service of Legal Process</b>	Vice President for Legal Affairs and General Counsel Duquesne University 600 Forbes Avenue, 505 Administration Building Pittsburgh, PA 15282 412-396-5181
<b>Termination and/or Modification of SAHF</b>	The <i>SAHF Sponsor</i> may terminate the SAHF at any time, or change the provisions of the SAHF at any time by a written amendment signed by a duly-authorized officer of the <i>SAHF Sponsor</i> . The consent of any <i>SAHF Covered Student</i> is not required to terminate or change the SAHF.

\* The *SAHF Administrator* is the recipient for all Appeals for the *Student Health Program*. Refer to [Section IX, Appeals](#), for complete details regarding Appeals.

**Student Eligibility**

All registered full time students enrolled at the University are covered by the SAHF.

**Ineligible Persons**

The spouse, child, stepchild, foster child, or other dependent of a SAHF Covered Student is not eligible to enroll in SAHF or receive services at Health Services or SAHF benefits.

Except for first aid for campus visitors or employees of Duquesne University, no other persons are eligible to receive services at Health Services or SAHF benefits. DIAL 9-1-1 for emergency situations and Public Safety (Campus Police) 412-396-2677 (COPS).

**Pre-Matriculation Services**

Consultations are provided for health-related questions or concerns for students who are planning to enroll at Duquesne University.

**Services Not Billed to Students Personal Health Insurance**

As specified in this Section, there are *Covered Services and Supplies* provided to students covered by the SAHF, including the following and not billed to student's personal health insurance. Some services have fees that the student must pay (refer to the website for Health Services).

- allergy injections;\*
- Tuberculosis skin testing;\*
- Over-the-counter medications and starter packs for prescription drugs.\*
- Durable medical equipment, such as braces, splints, and crutches with a cost less than \$25.\*
- CPR instruction.\*
- health promotion and wellness programming services;
- health history and immunization record compliance;
- travel medicine information;
- public health services or benefits that are essential for either the personal safety of an individual student or for overall campus safety;
- leave of absence return evaluations;
- Nutritional consultations;
- Medication samples; and
- other student health program services or benefits that the cost of which should be borne by all students regardless of their personal health insurance coverage.

\* *subject to fees payable by students that will not be billed to students' insurance.*

The SAHF may also provide extra-contractual benefits for services or supplies not specifically enumerated in this Section, to the extent the *SAHF Administrator* determines that providing *Medically Necessary* extra-contractual benefits: (1) will provide cost savings for the SAHF; (2) will result in improved quality of care for the student, with no substantive difference in cost to the SAHF; and/or (3) will be in the best interest of the University (e.g., access to care is a concern due to administrative error or other circumstances whereby charges from Health Services could create an undue financial burden). These extra-contractual benefits are determined on a case-by-case basis solely by the *SAHF Administrator*.

**Services Which are Billed to Students' personal insurance (or the directly to the student if Health Services is not a participating provider)**

**NOTE: Effective for 2018-19, students who have personal health insurance that does not include Health Services as an in-network participating provider, the student will be fully responsible for charges from Health Services for the following services or supplies, including but not limited to:**

- Routine medical care; evaluation and treatment of illness and injury.
- General health and wellness consultations with appropriate referral as necessary.
- Medical evaluations for behavioral health care services.
- Routine physical exams.
- Durable medical equipment with a cost of \$25 or more.
- Acute primary care.
- Routine well-woman care and well-male care.



**Procedures**

- Pulse Oximeter.
- ECG.
- Ear lavage.
- Wet Prep / KOH.
- Wound care, including suturing.
- Simple removal of foreign body – no incision.
- Minor surgical procedures.
- Nebulizer.
- Incision and Drainage: Abscess, Pilonidal cyst, Paronychia.
- Subungual hematoma.
- Therapeutic injections and joint aspirations.
- Cryotherapy.
- IV hydration.
- Point-of-care testing.
- Other services or supplies that Health Services (1) deems medically necessary at time of service and (2) which are not provided by the SAHF as specified above.

**Explanation of Benefits**

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

**Permissible Incongruity of Benefits, Services, or Supplies**

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

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

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

**Notice of Change for SAHF Benefits, Services, or Supplies**

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

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

- **NOTE: Effective for 2018-19, students who have personal health insurance that does not include Health Services as an in-network participating provider, the student will be fully responsible for charges from Health Services as specified above.**
- Any service or supply that is not customarily provided by Health Services
- Any service or supply that is not specifically listed in [Section V, SAHF Covered Services and Supplies](#). The *SAHF Sponsor* reserves the right to temporarily suspend and/or limit the availability of SAHF benefits, services, or supplies due to unforeseen closure of facilities, unavailability of professional or support staff, or other circumstances beyond the control of Health Services and/or the *SAHF Sponsor*.
- Laboratory testing and services completed by a reference laboratory, regardless of whether the laboratory specimen was taken at Health Services.
- Charges for prescription medications.\*
- Charges for certain Durable Medical equipment.\*
- Services, supplies, or treatment which are not *Medically Necessary*.
- Expenses incurred for services rendered prior to the effective date of coverage under the SAHF or after coverage terminates, even though *Illness* or *Injury* started while coverage was in force.
- Employment physicals, examinations mandated by court order, return to work physicals, or other routine physicals not specifically provided as SAHF benefits.
- Travel medicine vaccines/medications.
- Psychiatric evaluations and medication assessments.

\* May be provided and charged for by Health Services.

Refer to the website for Health Services for the confidentiality policies applicable to services provided under the SAHF.

**Allocation of Authority**

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

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

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

**Powers and Duties of SAHF Administrator**

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

- (1) to require any person to furnish such reasonable information as the *SAHF Administrator* may request for the proper administration of the SAHF as a condition to receiving any benefits, services, or supplies under the SAHF;
- (2) to make and enforce such rules and regulations and prescribe the use of such forms as the *SAHF Administrator* will deem necessary for the efficient administration of the SAHF;
- (3) to decide on questions concerning the SAHF, or the eligibility of any person to participate in the SAHF, in accordance with the provisions of the SAHF;
- (4) to determine the amount of benefits, services, or supplies that will be payable or provided to any person in accordance with the provisions of the SAHF;
- (5) to inform *SAHF Covered Student(s)*, as appropriate, of the amount of such benefits, services, or supplies payable or provided in accordance with the provisions of the SAHF;
- (6) to provide a full and fair review to any *SAHF Covered Student* whose claim for benefits, services, or supplies under the SAHF has been denied in whole or in part;
- (7) to designate other persons to carry out any duty or power that would otherwise be a fiduciary or clerical responsibility of the *SAHF Administrator* under the terms of the SAHF;
- (8) to retain such actuaries, accountants, consultants, third-party administration services, legal counsel, or other specialists, as the *SAHF Administrator* may deem appropriate and necessary for the SAHF's effective administration; and
- (9) to perform any other functions or actions that would commonly be within the purview of a similarly situated administrator for a student health insurance/benefits plan.

**Delegation by the SAHF Administrator**

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

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

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

**Payment of Administrative Expenses**

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

**Fiduciary Liability**

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

**Amendment**

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

Any such amendment will be by a written instrument signed by a duly-authorized Officer of the *SAHF Sponsor*. The *SAHF Administrator* will notify all *SAHF Covered Students* of any amendment modifying the material terms of the SAHF as soon as is administratively feasible after its adoption.

**Termination of SAHF**

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

**Necessary Information**

When you request and/or seek benefits, services, or supplies under the SAHF, you must furnish all the information required to implement plan provisions.

**Waiver and Estoppel**

No term, condition, or provision of the SAHF shall be deemed to be waived, and there shall be no estoppel against enforcing any provision of the SAHF, except through a writing of the party to be charged by

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

**Non-Vested Benefits**

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

**Interests Not Transferable**

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

**Severability**

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

**Headings**

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

**In General**

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

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

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

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

The following terms define specific wording used in the SAHF.

**Academic Year.** Generally the nine month period from August to May (refer to the academic calendar at the Duquesne University website).

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

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

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

**Health Service(s):** Health Services provided by Duquesne University for its students.

**Injury.** A condition which results independently of a *Sickness* and all other causes and is a result of an externally violent force or accident.

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

- (1) It must be legal.
- (2) It must be ordered by a *Physician or Health Care Provider* who is an employee of Health Services and working at the Health Services.
- (3) It must be safe and effective in treating the condition for which it is ordered.
- (4) It must be part of a course of treatment which is generally accepted by the medical community of the United States. That community includes all of the branches, professional societies, and governmental agencies therein.
- (5) It must be of the proper quantity, frequency, and duration for treatment of the condition for which it is ordered.
- (6) It must not be redundant when it is combined with other services and supplies that are used to treat the condition for which it is ordered.
- (7) It must not be experimental or investigational.



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

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

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

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

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

**SAHF:** The Student Administrative Health Fees explained in this Plan Document and provided by Duquesne University. Refer to [Section I, Establishment of SAHF](#).

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

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

**Students.** Students enrolled at Duquesne University during the current *Academic Year* and/or summer enrollment period.

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