

**RESOLUTION TO ESTABLISH THE TERMS AND CONDITIONS OF COVERAGE FOR THE
CHICAGO PUBLIC SCHOOLS' INTERSCHOLASTIC SPORTS INJURY
MEDICAL BENEFITS PROGRAM**

WHEREAS, the Chicago Board of Education of the City of Chicago acknowledges the importance of providing Chicago Public Schools students with opportunities to participate in interscholastic sports;

WHEREAS, since approximately 1995, to encourage interscholastic sports participation, the District has operated a fully self-insured benefit program that provides students with secondary medical benefits for accidental bodily injuries incurred while involved in covered interscholastic activities, which was modeled on an insured program that preceded it; and

WHEREAS, the Board wishes to formally establish the terms and conditions of coverage for the Chicago Public Schools' Interscholastic Sports Injury Medical Benefits Program.

NOW THEREFORE, BE IT RESOLVED BY THE CHICAGO BOARD OF EDUCATION THAT:

1. The Bureau of Risk Management shall administer the Chicago Public Schools ("CPS") Interscholastic Sports Injury Medical Benefits Program (the "Program") in accordance with the Program provisions set out the attached Exhibit A. The Bureau of Risk Management may utilize the services of a third party administrator for the day to day administration of the Program.
2. The Program provisions set out on Exhibit A shall be effective as of the adoption of this Resolution.

Exhibit A

CPS Interscholastic Sports Injury Medical and Funeral Benefits Program

The Chicago Public Schools ("CPS") Interscholastic Sports Injury Medical Benefits Program (the "Program") shall provide medical benefits for accidental bodily injuries and funeral expenses for deaths sustained by CPS students while involved in covered sports activities under the following Program terms and conditions:

I. Definitions

- a. "Accident" or "accidental" means an incident occurring during a Covered Activity resulting in injury or death due to unintended, unforeseeable or unexpected cause(s).
- b. "CPS Student" means a student actively enrolled in a Chicago Public School when the accident occurs. This does not include any student enrolled in a Charter School.
- c. State of Illinois All Kids Program ("All Kids") means the state program that provides uninsured Illinois children with comprehensive healthcare coverage.
- d. "Health Plan" means any insured or self-insured plan or benefit program that covers a student, other than All Kids or this Program, available to pay or partially pay for any healthcare provided to a CPS Student.
- e. "Other Coverage" refers collectively to the coverage provided by All Kids and Health Plans.
- f. "Covered Activities" or "Covered Activity" means—
 - i. The scheduled try-outs, practices, games, competitions and events of High School and Elementary Interscholastic Athletics authorized by the Board's Director of Sports Administration, but does not include ordinary school activities, field trips or after school programs;
 - ii. The scheduled training exercises, drill practices, demonstrations, summer camps, cadet challenges and competitions authorized by the Director of JROTC, but not ordinary school activities; and
 - iii. The scheduled drills, summer camps and performances by Marching Band, authorized by the Board's Director of Sports Administration, but not regular band class.

II. Coverage Benefits

- a. The Program provides limited medical benefits for accidental bodily injuries and limited funeral expenses for accidental deaths sustained by CPS Students while involved in Covered Activities.
- b. Secondary Insurance. The benefits of the Program are secondary to all Other Coverage available to the student and are further subject to the following conditions:
 - i. The parent or guardian of a CPS Student without an existing Health Plan or with a Health Plan which does not cover a particular injury or treatment, is required to apply for All Kids coverage and submit medical bills to All Kids before any bills will be considered for payment under this Program. This Program will only pay for the expenses in excess of those expenses that are paid by All Kids, and only to the extent the bills are reasonable and necessary and are within the limits of this Program.
 - ii. The parent or guardian of a CPS Student covered under an existing Health Plan(s) is required to submit their child's medical bills to such Health Plan(s) before any bills will be considered for payment under this Program. This Program will only pay for the expenses in excess of those expenses paid by such Health Plan, and only to the extent the bills are reasonable and necessary and are within the limits of this Program. Payment of expenses is further subject to the limitations set out in section II.b.iii. below.

- iii. If a student is insured by a Health Plan(s) and the CPS Student does not use the facilities or services of the Health Plan(s) or does not follow Health Plan provisions, including but not limited to obtaining preauthorization, this Program will only pay for the expenses in excess of those expenses that would have been paid by the Health Plan(s) if the student had used Health Plan facilities or services and had otherwise followed all Health Plans provisions.
 - iv. The Program will not authorize benefits hereunder until all "Explanations of Benefits" have been issued by all Other Coverage notifying the CPS Student's parent/guardian of the amount payable by all Other Coverage for expenses incurred as a result of accidental bodily injuries sustained by CPS Students during a Covered Activity.
- c. Medical and Dental Treatment Covered
- i. Only reasonable and customary medical and dental treatments will be covered under this Program, and then, only to the extent the charges are approved by a Utilization Review undertaken by the Program administrator or its designee. The CPS Student may be required to submit to an Independent Medical Examination selected by the Program administrator or its designee.
 - ii. Treatment must directly relate to the accidental injury sustained during a Covered Activity and treatment must begin within 30 days of the date of accident.
 - iii. Only treatments that occur within 18 months of the date of the Accident will be covered under this Program.
- d. Funeral expenses. If an accidental death results during a Covered Activity the Program will provide for reasonable funeral expenses for the CPS Student up to \$5,000.

III. Limits

- a. The maximum benefit payable under the Program for medical and dental expenses is \$25,000 per CPS Student per Accident.
- b. The maximum benefit payable under the Program for funeral expenses is \$5,000 if an Accident results in the death of a CPS Student.

IV. Exclusions

- a. There is no coverage under this Program for non-accidental injuries sustained during Covered Activities, including but not limited to:
 - i. Self-inflicted injuries;
 - ii. Injury contributed to by the use of drugs;
 - iii. Fighting, brawling, riot or civil disorder; and
 - iv. Sickness, illness or disease.
- a. There is no coverage under this Program for medical or dental expenses not considered reasonable and customary, including but not limited to:
 - i. Massage treatments, not related to physical therapy, and
 - ii. Experimental drugs or medical treatments.

V. Documentation

a. The CPS Student's parent or guardian must initiate a claim for medical, dental or funeral benefits under this Program within 60 calendar days of the Accident in accordance with the procedures identified by the Claims administrator. The parent/guardian must submit all requested claim documentation including, at a minimum, the documents listed below in accordance with the deadlines established by the Program administrator:

- i. Signed authorizations to obtain medical records itemized.
- ii. Copies of all medical bills for which payment under this Program is sought.
- iii. Proof of submission of the medical bills to a Health Plan and/or All Kids.
- iv. Copies of every Explanation of Benefit issued by the Health Plan(s) and/or All Kids pertaining to each medical bill for which payment is sought under the Program.
- v. Copies of bills for any funeral expenses for which payment is sought.

b. A parent/guardian's failure to respond to Program administrator requests for information or documents required to open or process a claim will result in closure of the claim. In no event will a claim remain open 12 months after the Program administrator's last receipt of documentation regarding and Accident or claim.

VI. Amendments

a. The Bureau of Risk Management is authorized to issue additional procedural materials and Program coverage clarifications for the timely and effective management of the Program.

b. Any amendments to these Program provisions, including, but not limited to, modification of coverage limits are subject to Board approval.

c. If any of the provisions of this Program are contradictory to applicable federal, state or local statute, such statute will apply.

VII. Effective Date. The Program provisions specified herein are effective for injuries that occur after December 15, 2010.