

**MEDICAL POLICY**Contact: Director of Athletic Treatment Center

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**A. PURPOSE**

This policy summarizes the University of Arizona's program for providing student-athletes certain limited medical care required as a direct result of their participation in sanctioned intercollegiate athletics activities while attending the University. This policy does not assume or extend institutional liability or responsibility beyond that allowed under Arizona law, NCAA regulations, or the provisions of applicable insurance policies.

**B. INTRODUCTION**

The University will not render nor pay for medical services incident to disease, injury or illness, which are not specifically and directly caused by participation in intercollegiate athletics at the University while the student-athlete is attending the University. Accordingly, this policy does not allow the University to cover conditions existing before participation in the University's intercollegiate athletics program, nor will the University cover conditions not directly related to such participation. In addition, the University will not pay for every condition, which is related to such participation. Specifically, the University will not pay for conditions which it believes, in its sole discretion, are not related to participation, nor will it pay for services which were not incurred in strict accordance with the procedures set forth in this policy. We strongly recommend each student-athlete obtain student medical insurance from another source, such as that which is available to the general student population. Any insurance provided pursuant to this program is secondary to any insurance retained by the student or the student's parents on behalf of the student.

**C. DEFINITIONS**

All terms used in this policy which are set forth in italics, such as "*covered expenses*," "*covered travel*," and "*medically necessary*," have the meaning set forth in the University's Blanket Accident Insurance Policy then in effect (hereinafter "the Blanket Policy"). Copies of the applicable Blanket Policy are available upon request.

**D. REGULATIONS**

1. The Director of Athletic Treatment Center (the "Center Director") shall be appointed by the Director of Athletics and shall report to the Associate Director of Athletics for CATS Student-Athlete Services. The Center Director shall coordinate all administrative functions of the Department's medical programs, except that the Center Director shall not supervise the performance or medical decisions of the Team Physician.

The Team Physician shall be appointed by the Director of the Campus Health Service with the concurrence of the Athletic Director and Center Director, and shall be a member of the medical staff of the Student Health Service. Specific decisions regarding medical care shall be subject to the Team Physician's discretion, supervision and control.

The Team Physician may designate a competent and licensed physician to assist or temporarily represent the Team Physician (a "Designee") in functions and for periods specified by the Team Physician. In addition, the Team Physician may appoint competent and licensed physicians to direct the medical care of student-athletes with respect to specific fields of medical specialization ("Consultant Physician"). The Team Physician, Designee or Consultant Physician (collectively, the "Attending Physician") may also call upon Certified Athletic Trainers employed by the University to provide general athletic training services to athletes. The Athletic Trainers shall be subject to supervision, direction and control of the Attending Physician with respect to the rendering of medical care. The Athletic Trainers shall be subject to the supervision and control of the Center Director for all other purposes. [Eff: 6/00]

2. A student subject to this policy and needing medical care beyond that provided by the certified athletic trainers or physical therapist employed by ICA, must first consult with the Attending Physician, or Center Director who will dispose of the matter as the Attending Physician or Center Director deems appropriate, including but not limited to direct treatment, referral, or a determination that treatment is not necessary or is otherwise not covered by this policy. If the Attending Physician or Center Director refers an injured student-athlete to a health care provider, hospital, or clinic other than Campus Health for attention, the referral must be expressly authorized in writing by the Attending Physician or Center Director prior to care or services of any kind being rendered. If any treatment is required and appropriately covered as determined by the Attending Physician, but the Athletic Treatment Center (the "Center") is closed, the athlete shall first notify a member of the full-time Center staff prior to seeking medical attention of any sort. In emergency or other unusual circumstances not permitting written permission in advance, the Attending Physician or Center Director must be notified by the student-athlete as soon as reasonably possible, and the Attending Physician retains all discretion, subject to applicable NCAA rules, state law and University policy as to whether treatment rendered may be covered under this policy. *Eff: 6/00]*

3. Subject to the provisions of this policy and the Blanket Policy, including but not limited to policy limits, the University may provide medical care or athletic training services, or elect to pay *covered expenses* via secondary insurance, pursuant to Paragraph 4 for student-athlete injuries or illnesses which occur:

- a. As a result of supervised participation in or supervised preparation for participation in intercollegiate athletic contests, whether in regularly scheduled games, required practices, or other supervised preparation for such participation (for purposes of this Policy, "supervised" means those activities undertaken at the direction of and supervised by a paid employee of the coaching staff, strength staff, or medical staff);
- b. Because of invited attendance on the bench or at the sidelines, pools, courts or tracks of a regularly scheduled University game of the team of which the student-athlete is then currently a member; *[Eff: 6/00]*
- c. As a direct incidence of organized and supervised play, practice, instruction, or training while in locker, shower, or other team or training rooms; or
- d. While participating in directly supervised athletic-related activities on *covered travel*.
- e. Under other circumstances related to participation in intercollegiate athletic activities, including certain unsupervised activities which would otherwise be subject to coverage under Paragraph 3(a), which in the sole discretion of and agreement between the Center Director, the Team Physician and the Director of Athletics, should be subject to coverage by the University under this Policy.

4. Subject to the advance written approval of the Team Physician or Center Director and additional limitations in the Blanket Policy, *covered expenses* may include the following expenses derived from injury or illness described in Paragraph #3 and which the University deems reasonably incurred and *medically necessary*:

- a. Those of licensed physicians, surgeons, nurses, clinicians, and other licensed professionals rendering curative, therapeutic, or diagnostic services; ambulance transportation or hospitalization; and incidental transportation outside the Tucson area when such travel is itself *medically necessary* and the medical services are unavailable locally.
- b. Dental work directly related to dental injury which occurred during practice or competition per NCAA Bylaw 16.4.2(d).
- c. Supply, repair or replacement of contact lenses, glasses or protective eyewear required for athletic participation, so long as the loss or damage is reported to the Athletic Trainer either during the game or practice or immediately thereafter.

5. The University of Arizona may, at its election, provide secondary coverage for those items listed under Paragraph #3 which are also covered expenses under Paragraph #4. The University may elect to become the primary insurer for such expenses only if the athlete does not have personal medical coverage, but in no event

shall the University extend coverage for expenses which are not *covered expenses* related to injury or illness listed under Paragraph #3.

Subject to applicable billing practices and requirements adopted by The University from time to time, medical expenses must be submitted first to the student-athlete's private insurance carrier by the student-athlete. The *covered expenses* not paid by the student-athlete's private insurance carrier may be audited and processed and, if reasonably and necessarily covered in compliance with this policy and substantiated to the University's satisfaction pursuant to the University's general accounting procedures, may be paid by the University's insurer.  
*Eff: 6/00*

If the medical services incurred by the student-athlete are not reasonably incurred or *medically necessary*, or if the student-athlete departs from the procedures and regulations prescribed by this policy, including but not limited to the Team Physician's prior written approval of the specific health provider and services to be rendered, the University will not provide care or pay for services regardless of the circumstances under which the injury occurred. The student-athlete must personally bear all incidental expenses and assume all incidental risks.

6. A student-athlete requiring medical care or coverage pursuant to this Policy and the Blanket Policy must report the condition to the Team Physician immediately upon discovering the condition. In no case will this policy cover any condition, even those related to athletics participation, if the condition is not reported to the Team Physician during the athletic season, as defined by the NCAA, in which the condition developed. The University will not be financially responsible for any expense or treatment, regardless how or when incurred, if the condition from which that expense or treatment arises is not so reported, nor will the University be responsible for preexisting conditions or complications or aggravations to preexisting conditions, unless such coverage is deemed appropriate under Paragraph 3(e). Further, the University may elect not to cover any injury to any student-athlete who fails to cooperate regarding the submission of claims to the student-athlete's primary insurance carrier.

7. Additional advance written authorization from the Team Physician must be obtained if medical care is to extend beyond the earliest of (1) the close of the season in which injury or illness was suffered, (2) the end of the spring of the academic year in which the injury or illness occurred, or (3) graduation or termination of student status with the University. The Team Physician authorization must estimate the probable treatment duration, and the University will not be financially responsible for expenses arising beyond the Team Physician's estimate. In no event, however, shall University responsibility for treatment or expenses for athletically related injuries or illness covered by this Policy or the Blanket Policy extend beyond one year from completion of athletic participation at the University. *Eff: 6/00*

Payment for or rendition of medical services does not acknowledge, create, or consent to liability for injury or illness suffered or related expenses incurred by a student-athlete.

8. Before initial participation in any sport, including practice or preparation, the student-athlete must undergo a complete physical examination directed by the Team Physician or a Designee. This physical examination may also include an examination by Center staff or a Consultant Physician as the University deems appropriate. The Attending Physician shall certify to the Head Coach and Certified Athletic Trainer that the student-athlete may participate in practice or competition either without restriction or subject to limitations as the Attending Physician deems appropriate. Until written certification is made, no individual may participate in the athletic program. In subsequent years, the Team Physician may order additional evaluations based on the individual student-athlete's medical record, with similar certification required. The Team Physician or Attending Physician may also certify at any time, either before or during a given season, that the student-athlete may participate only in certain activities. The Team Physician may allow participation to occur, even with knowledge of preexisting conditions or subject to participation limitations, only if the student-athlete agrees to be solely responsible for all treatment or expenses incurred with respect to such conditions or any exacerbation or aggravation of those conditions.

In addition to the above certifications, the student-athlete's physical capacity to participate in any additional phase of athletic activity may be determined solely by the Team Physician. Until such additional review and determination is made and written authorization given, no additional participation may occur.

9. Catastrophic insurance for losses, as defined by NCAA regulations, and athletic-related travel insurance are provided by the department, subject to limitations in policies providing such insurance. Details of the coverage and applicable limits can be obtained from the Senior Associate Athletic Director for Business Affairs.

10. Any student-athlete who wishes to participate in testing or research projects involving the person, psyche, or nervous system **MUST** (1) give specific and entirely voluntary consent in writing signed and dated by the student-athlete, after full explanation has been made of the dangers involved and before submitting to the test; (2) procure permission of the Human Subjects Committee of the University; (3) obtain express written permission of the concerned coach; and (4) obtain the express written consent of the Team Physician.

11. This policy is subject to change at any time without personal notice to the student-athlete.