

SECTION VIII

Emergency Services and Urgent Care

Please refer to the Schedule of Benefits section of this [Contract; Policy] for Cost-Sharing requirements, day or visit limits, and any Preauthorization or Referral requirements that apply to these benefits.

{Drafting Note: Plans may not impose preauthorization requirements on emergency services}

A. Emergency Services.

We Cover Emergency Services for the treatment of an Emergency Condition in a Hospital.

We define an “**Emergency Condition**” to mean: A medical or behavioral condition that manifests itself by Acute symptoms of sufficient severity, including severe pain, such that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in:

- Placing the health of the person afflicted with such condition or, with respect to a pregnant woman, the health of the woman or her unborn child in serious jeopardy, or in the case of a behavioral condition, placing the health of such person or others in serious jeopardy;
- Serious impairment to such person’s bodily functions;
- Serious dysfunction of any bodily organ or part of such person; or
- Serious disfigurement of such person.

For example, an Emergency Condition may include, but is not limited to, the following conditions:

- Severe chest pain
- Severe or multiple injuries
- Severe shortness of breath
- Sudden change in mental status (e.g., disorientation)
- Severe bleeding
- Acute pain or conditions requiring immediate attention such as suspected heart attack or appendicitis
- Poisonings
- Convulsions

Coverage of Emergency Services for treatment of Your Emergency Condition will be provided regardless of whether the Provider is a Participating Provider. We will also Cover Emergency Services to treat Your Emergency Condition worldwide. However, We will Cover only those Emergency Services and supplies that are Medically Necessary and are performed to treat or stabilize Your Emergency Condition in a Hospital.

Please follow the instructions listed below regardless of whether or not You are in Our Service Area at the time Your Emergency Condition occurs:

1. **Hospital Emergency Department Visits.** In the event that You require treatment for an Emergency Condition, seek immediate care at the nearest Hospital emergency department or call 911. Emergency Department Care does not require Preauthorization. **However, only Emergency Services for the treatment of an Emergency Condition are Covered in an emergency department.** [If You are uncertain whether a Hospital emergency department is the most appropriate place to receive care, You can call Us before You seek treatment.] [Our Medical Management Coordinators are available 24 hours a day, 7 days a week. Your Coordinator will direct You to the emergency department of a Hospital or other appropriate Facility.]
{Drafting Note: Insert the bracketed language above if applicable.}

We do not Cover follow-up care or routine care provided in a Hospital emergency department. [You should contact Us to make sure You receive the appropriate follow-up care.]
{Drafting Note: Insert the bracketed language above if applicable.}

2. **[Emergency Hospital Admissions.** [In the event that You are **admitted** to the Hospital, You or someone on Your behalf must notify Us at the number [listed in this [Contract; Policy]] [and] [on Your ID card] within [48] hours of Your admission, or as soon as is reasonably possible.]
{Drafting Note: Include the sentence above if the plan requires notice. Use 48 hours or longer than 48 hours.}

[We Cover inpatient Hospital services following Emergency Department Care at a non-participating Hospital at the in-network Cost-Sharing [If Your medical condition permits Your transfer to a participating Hospital, We will notify You and [work with You to] arrange the transfer.] {Drafting Note: The bracketed sentence regarding transfers above is required for HMO and gatekeeper EPO coverage, but is optional for PPO and POS, and non-gatekeeper EPO coverage.}

- [3.] **Payments Relating to Emergency Services Rendered.** The amount We pay a Non-Participating Provider for Emergency Services will be

{Drafting Note: use the paragraph below for Essential Plans 1&2}

[the greater of: 1) the amount We have negotiated with Participating Providers for the Emergency Service (and if more than one amount is negotiated, the median of the amounts); 2) 100% of the Allowed Amount for services provided by a Non-Participating Provider (i.e., the amount We would pay in the absence of any Cost-Sharing that would otherwise apply for services of Non-Participating Providers); or 3) the amount that would be paid under Medicare. The amounts

described above exclude any Copayment or Coinsurance that applies to Emergency Services provided by a Participating Provider.]

[the Non-Participating Provider's charge.]

[the amount We have negotiated with the Non-Participating Provider for the Emergency Service [or an amount We have determined is reasonable for the Emergency Service] [or the Non-Participating Provider's charge]. However, the negotiated amount [or the amount We determine is reasonable] will not exceed the Non-Participating Provider's charge and will be at least the greater of: 1) the amount We have negotiated with Participating Providers for the Emergency Service (and if more than one amount is negotiated, the median of the amounts); 2) 100% of the Allowed Amount for services provided by a Non-Participating Provider (i.e., the amount We would pay in the absence of any Cost-Sharing that would otherwise apply for services of Non-Participating Providers); or 3) the amount that would be paid under Medicare.]

{Drafting Note: Insert either the "greater of" language, the "Non-Participating Provider's charge" language, or the "amount We have negotiated with the Non-Participating Provider" language, depending on which is applicable.}

{Drafting Note: use the paragraph below for Essential Plans 3&4}

The Medicaid default rate as established by New York State.

{Drafting Note: The paragraph below may be omitted if the plan pays the non-participating provider's charge.}

[If a dispute involving a payment for physician or Hospital services is submitted to an independent dispute resolution entity ("IDRE"), We will pay the amount, if any, determined by the IDRE for physician or Hospital services.]

You are responsible for any Copayment or Coinsurance. You will be held harmless for any Non-Participating Provider charges that exceed Your Copayment or Coinsurance. Additionally, if You assign benefits to a Non-Participating Provider in writing, the Non-Participating Provider may only bill You for Your [In-Network] Copayment, Deductible or Coinsurance. If You receive a bill from a Non-Participating Provider that is more than Your [In-Network] Copayment, Deductible or Coinsurance, You should contact Us.

B. Urgent Care.

Urgent Care is medical care for an illness, injury or condition serious enough that a reasonable person would seek care right away, but not so severe as to require Emergency Department Care. [Urgent Care is typically available after normal business hours, including evenings and weekends.] [If You need care after normal business hours, including evenings, weekends or holidays, You have options. You can call Your

Provider's office for instructions or visit an Urgent Care Center. If You have an Emergency Condition, seek immediate care at the nearest Hospital emergency department or call 911.] **Urgent Care is Covered in [or out of] Our Service Area.**

{Drafting Note: The bracketed sentences are optional.}

1. **In-Network.** We Cover Urgent Care from a participating Physician or a participating Urgent Care Center. [You do not need to contact Us prior to or after Your visit.]
2. **Out-of-Network.** [We Cover Urgent Care from a non-participating Urgent Care Center [or Physician][outside Our Service Area].] [However, You [must; should] obtain Preauthorization from Us. Please contact Us at [XXX; the number on Your ID card] and You will be provided with instructions.] [We are available 24 hours a day, seven (7) days a week to help You in urgent medical situations.]

[We do not Cover Urgent Care from non-participating Urgent Care Centers [or Physicians] [in Our Service Area].]

{Drafting Note: Plans are not required to cover out-of-network urgent care. Use the language in either the first paragraph or second paragraph, as applicable.}

[If Urgent Care results in an emergency admission, please follow the instructions for emergency Hospital admissions described above.]

{Drafting Note: Include the sentence above if the plan requires notification for emergency admissions.}