

## SECTION III

### Access to Care and Transitional Care

#### **A. [Referral; Authorization] to a Non-Participating Provider.**

If We determine that We do not have a Participating Provider that has the appropriate training and experience to treat Your condition, We will approve [a Referral; an authorization] to an appropriate Non-Participating Provider. Your Participating Provider [or You] must request prior approval of the [Referral; authorization] to a specific Non-Participating Provider. Approvals of [Referrals; authorizations] to Non-Participating Providers will not be made for the convenience of You or another treating Provider and may not necessarily be to the specific Non-Participating Provider You requested. If We approve the [Referral; authorization], all services performed by the Non-Participating Provider are subject to a treatment plan approved by Us in consultation with Your PCP, the Non-Participating Provider and You. Covered Services rendered by the Non-Participating Provider will be covered as if they were provided by a Participating Provider. You will be responsible only for any applicable in-network Cost-Sharing. In the event [a Referral; an authorization] is not approved, any services rendered by a Non-Participating Provider will not be Covered.

*{Drafting Note: The bracketed “or you” in the second sentence may be inserted for coverage where the obligation to request preauthorization is on the member.}*

*{Drafting Note: Use the paragraph below for HMO and gatekeeper insurance products.}*

#### **[B.] [When a Specialist Can Be Your Primary Care Physician.**

If You have a life-threatening condition or disease or a degenerative and disabling condition or disease that requires specialty care over a long period of time, You may ask that a Specialist who is a Participating Provider be Your PCP. We will consult with the Specialist and Your PCP and decide whether the Specialist should be Your PCP. Any [Referral; authorization] will be pursuant to a treatment plan approved by Us in consultation with Your PCP, the Specialist and You. We will not approve a non-participating Specialist unless We determine that We do not have an appropriate Provider in Our network. If We approve a non-participating Specialist, Covered Services rendered by the non-participating Specialist pursuant to the approved treatment plan will be paid as if they were provided by a Participating Provider. You will only be responsible for any applicable in-network Cost-Sharing.]

*{Drafting Note: Use the paragraph below for HMO and gatekeeper insurance products.}*

#### **[C.] [Standing [Referral; Authorization] to a Participating Specialist.**

If You need ongoing specialty care, You may receive a “standing [Referral; authorization]” to a Specialist who is a Participating Provider. This means that You will not need a new [Referral; authorization] from Your PCP every time You need to see that Specialist. We will consult with the Specialist and Your PCP and decide whether You should have a standing [Referral; authorization]. Any [Referral; authorization] will be pursuant to a treatment plan approved by Us in consultation with Your PCP, the Specialist and You. The treatment plan may limit the number of visits, or the period

during which the visits are authorized and may require the Specialist to provide Your PCP with regular updates on the specialty care provided as well as all necessary medical information. We will not approve a standing [Referral; authorization] to a non-participating Specialist unless We determine that We do not have an appropriate Provider in Our network. If We approve a standing [Referral; authorization] to a non-participating Specialist, Covered Services rendered by the non-participating Specialist pursuant to the approved treatment plan will be paid as if they were provided by a Participating Provider. You will be responsible only for any applicable in-network Cost-Sharing.]

*{Drafting Note: Use the paragraph below for HMO and gatekeeper insurance products.}*

**[D.] [Specialty Care Center.]**

If You have a life-threatening condition or disease or a degenerative and disabling condition or disease that requires specialty care over a long period of time, You may request [a Referral; an authorization] to a specialty care center with expertise in treating Your condition or disease. A specialty care center is a center that has an accreditation or designation from a state agency, the federal government or a national health organization as having special expertise to treat Your disease or condition. We will consult with Your PCP, Your Specialist, and the specialty care center to decide whether to approve such [a Referral; an authorization]. Any [Referral; authorization] will be pursuant to a treatment plan developed by the specialty care center, and approved by Us in consultation with Your PCP or Specialist and You. We will not approve [a Referral; an authorization] to a non-participating specialty care center unless We determine that We do not have an appropriate specialty care center in Our network. If We approve [a Referral; an authorization] to a non-participating specialty care center, Covered Services rendered by the non-participating specialty care center pursuant to the approved treatment plan will be paid as if they were provided by a participating specialty care center. You will be responsible only for any applicable in-network Cost-Sharing.]

**[E.] When Your Provider Leaves the Network.**

If You are in an ongoing course of treatment when Your Provider leaves Our network, then You may continue to receive Covered Services for the ongoing treatment from the former Participating Provider for up to 90 days from the date Your Provider's contractual obligation to provide services to You terminates. If You are pregnant, You may continue care with a former Participating Provider through delivery and any postpartum care directly related to the delivery.

The Provider must accept as payment the negotiated fee that was in effect just prior to the termination of Our relationship with the Provider. The Provider must also provide Us necessary medical information related to Your care and adhere to our policies and procedures, including those for assuring quality of care, obtaining Preauthorization, [Referrals; authorizations], and a treatment plan approved by Us. You will receive the Covered Services as if they were being provided by a Participating Provider. You will be responsible only for any applicable [In-Network] Cost-Sharing. Please note that if

the Provider was terminated by Us due to fraud, imminent harm to patients or final disciplinary action by a state board or agency that impairs the Provider's ability to practice, continued treatment with that Provider is not available.

**[F.] New Members In a Course of Treatment.**

If You are in an ongoing course of treatment with a Non-Participating Provider when Your coverage under this [Contract; Policy] becomes effective, You may be able to receive Covered Services for the ongoing treatment from the Non-Participating Provider for up to 60 days from the effective date of Your coverage under this [Contract; Policy]. This course of treatment must be for a life-threatening disease or condition or a degenerative and disabling condition or disease. You may also continue care with a Non-Participating Provider if You are in the second or third trimester of a pregnancy when Your coverage under this [Certificate; Contract; Policy] becomes effective. You may continue care through delivery and any post-partum services directly related to the delivery.

In order for You to continue to receive Covered Services for up to 60 days or through pregnancy, the Non-Participating Provider must agree to accept as payment Our fees for such services. The Provider must also agree to provide Us necessary medical information related to Your care and to adhere to Our policies and procedures including those for assuring quality of care, obtaining Preauthorization, Referrals, and a treatment plan approved by Us. If the Provider agrees to these conditions, You will receive the Covered Services as if they were being provided by a Participating Provider. You will be responsible only for any applicable In-Network Cost-Sharing.