



**BLUE CROSS AND BLUE SHIELD OF ILLINOIS
PROCEDURE**

DEPARTMENT: Provider Performance Network	PROCEDURE NUMBER Utilization Management 1A	ORIGINAL EFFECTIVE DATE (IF KNOWN): 4/1/2010
PROCEDURE TITLE: Emergency Room Services		EFFECTIVE DATE: 5/1/2022
		LAST REVISION DATE: 5/1/2022
EXECUTIVE OWNER: DSVP, IL Health Care Delivery	BUSINESS OWNER: Manager Clinical Operations	LAST REVIEW DATE: 5/1/2022

I. SCOPE

This Procedure applies to the following lines of business and products:

Line of Business / Product Scope / Plan Scope/Contract Number (if applicable)	In Scope [X]
HMO Commercial	x
HMO Exchange	x
Health Care Delivery QI HMO Commercial	
Health Care Delivery QI PPO Commercial	
Health Care Delivery QI HMO Exchange	
Health Care Delivery QI PPO Exchange	

II. POLICIES IMPLEMENTED BY PROCEDURE

This Procedure implements the following Policies:

Blue Cross and Blue Shield of Illinois (BCBSIL) complies with state legislative requirements that emergency room services are covered in accordance with prudent layperson standards. HMO members are financially responsible for emergency room co-payments when not admitted to the hospital as a result of the emergency room visit.

1. ***To outline financial responsibility for emergency room claims***
2. ***To detail how members can access emergency room services.***

III. PROCEDURE

HMO

1. A member experiencing an emergency medical condition:
 - may or may not contact his Primary Care Physician (PCP) for guidance.

Note: If contacted, for all Medical Group/Individual Practice Association or Physician Hospital Organization (hereinafter the "IPAs"), the HMO PCP is responsible for coordinating and/or authorizing "in area" emergency services which is defined as those

medical services and supplies provided within a 30-mile radius of the IPA or IPA affiliated hospital site in which the member is enrolled.

- has the option to go to an emergency room without prior guidance from or authorization by the PCP if experiencing an emergency as defined using the prudent layperson definition.
2. Prior authorization or approval by the contracting IPA or PCP is not required for a member's emergency services.
 3. The contracting IPA will pay for all physician and other professional charges for emergency services provided to a member within a 30-mile radius of the IPA or IPA affiliated hospital site in which the member is enrolled.
 4. Unless referred by the IPA PCP, the contracting IPA is not responsible for physician and other professional charges for emergency services provided to a member outside of the 30-mile radius of the IPA or IPA affiliated hospital site in which the member is enrolled.
 5. The HMO is always responsible for facility charges related to emergency room services.
 6. If the member is hospitalized as a result of an emergency medical condition within a 30-mile radius of the IPA or IPA affiliated hospital in which the member is enrolled
 7. All inpatient units will be charged to the contracting IPA's Utilization Management (UM) Fund.
 8. The HMO is responsible for all professional fees prior to the IPA's point of notification and the contracting IPA is responsible for all "in-area" inpatient physician and professional fees from the point of notification.
 9. ***Unless referred by the IPA PCP, the HMO is responsible for all professional fees related to an emergency visit outside of the 30 mile radius of the IPA or IPA affiliated hospital site in which the member is enrolled.***
 10. If the member is hospitalized outside of the 30-mile radius of the IPA or IPA affiliated hospital site in which the member is enrolled as a result of an emergency medical condition:
 11. ***The HMO is financially responsible for all physician, other professional charges and facility charges for out-of-area admissions. The IPA retains responsibility for monitoring clinical aspects of care and for arranging the transfer of the member back into an in-network facility once clinically appropriate. The attending provider determines when a member is stable for transfer.***
 12. ***If the delegated IPA or provider within the IPA is notified of an OON emergent admission, the member may remain at the OON facility and is not subject to balance billing unless the provider follows the requirements related to the notice and consent. The OON facility may choose to transfer the member to an INN facility. In those situations, a notice of consent form as required by the NSA is not needed.***
 13. ***The Notice and Consent process does not apply to all scenarios in which a member is protected from balance billing. Specifically:***
 - ***A Notice and Consent may not be obtained prior to emergency services.***
 - ***A Notice and Consent may not be used for "ancillary services" provided by a nonparticipating provider in a participating facility. The NSA defines "ancillary services" as items and services related to emergency medicine, anesthesiology, pathology, radiology, and neonatology, whether or not provided by a physician or***

non-physician practitioner, and items and services provided by assistant surgeons, hospitalists, and intensivists; diagnostic services (including radiology and laboratory services); and items and services provided by such other specialty practitioners specified through rulemaking

- **A Notice and Consent obtained by a nonparticipating provider may not apply to any item or service that is furnished as a result of unforeseen, urgent medical needs that arise at the time such covered item or service is furnished.**
- **Notice and Consent has limited use in a non-participating facility for post-stabilization emergency services. For post-stabilization services by a non-participating facility, prior to discharge, the post-stabilization services continue until the provider determines that the patient is stable for transfer, the patient is competent to provide consent, and the patient signs the written Notice and Consent.**

14. If a nonparticipating provider has obtained Notice and Consent, the provider must timely notify the plan or issuer that the item or service was furnished during a visit at a participating health care facility and provide to the plan or issuer a copy of the signed written notice and consent.

Line of Business and/or Area	Control Requirements
HMO	Controls are detailed in the Policy itself.

IV. DEFINITIONS

- **Prudent layperson** - a person who has an average knowledge of health and medicine.
- **Emergency Medical Condition** - a medical condition manifesting itself by acute symptoms of sufficient severity (including, but not limited to, severe pain) such that a prudent layperson could reasonably expect the absence of immediate medical attention to result in:
 - a. placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
 - b. serious impairment to bodily functions; or
 - c. serious dysfunction of any bodily organ or part.
- **Notice and Consent**- There are some instances in which a patient may be aware that they are receiving services from a nonparticipating provider and the financial consequences of doing so, and in such cases, the NSA allows the provider to have the patient sign a Notice and Consent.

V. AUTHORITY AND RESPONSIBILITY

IPA Delegates

VI. SOURCE/REFERENCES

No Surprises Act (NSA) - The Consolidated Appropriations Act includes the No Surprises Act. The No Surprises Act (NSA) is effective on or after January 1, 2022, based on plan renewal date. The NSA includes balance billing protections for in-network and out-of-network emergency services. For purposes of the NSA, emergency services includes all emergency services provided in any department of the hospital and also includes out-of-network post-stabilization services where the member/patient is admitted after receiving emergency services.

VII. IMPACTED EXTERNAL ENTITIES

IPA Delegates

VIII. PROCEDURE REVIEWERS

Person Responsible for Review	Title	Date of Review
Lisa Chandler		4/27/2022

IX. PROCEDURE REVISION HISTORY

Description of Changes	Revision Date

X. PROCEDURE APPROVALS

Company, Division, Department and/or Committee	By: Name	Title	Approval date
BCBSIL P&P			4/28/2022