

State Balance Billing Protections

Last Updated July 31, 2019

State	Setting		Type of managed care plan		Type of protection		State-specific method for payment	
	Emergency department	Nonemergency care in network hospital	HMO	PPO	Hold harmless	Provider prohibition	Payment standard	Dispute resolution process
Comprehensive approach (13 states)								
California	✓	✓	✓	✓ (a)	✓	✓	✓ (m)	(n)
Colorado	✓ (u)	✓ (u)	✓	✓	✓	✓	✓	(v)
Connecticut	✓	✓	✓	✓	✓	✓	✓	
Florida	✓	✓	✓	✓	✓	✓	✓ (b)	✓
Illinois	✓	✓	✓	✓	✓ (c)	✓ (d)		✓
Maryland	✓	✓	✓	✓	✓ (e)	✓ (d)	✓ (e)	
New Hampshire	✓ (k)	✓	✓	✓		✓		✓
New Jersey	✓	✓	✓	✓	✓	✓		✓ (o)
New Mexico	✓	✓ (w)	✓	✓	✓	✓	✓	
New York	✓	✓	✓	✓	✓	✓ (d)		✓ (p)
Oregon	✓ (k)	✓	✓	✓		✓	✓	
Texas	✓	✓ (h)	✓	✓	✓ (x)	✓		✓ (y)
Washington	✓	✓ (z)	✓	✓	✓	✓		✓ (aa)
Limited approach (15 states)								
Arizona	✓ (k)	✓ (s)	✓ (t)	✓ (q)	✓	(r)		(l)
Delaware	✓ (f)		✓	✓	✓	✓		✓
Indiana	✓		✓		✓	✓		
Iowa	✓		✓	✓	✓			
Maine		✓ (i)	✓	✓	✓	✓	✓	
Massachusetts	✓ (k)	✓	✓	✓	✓			
Minnesota		✓ (j)	✓	✓	✓			
Mississippi	✓	✓	✓	✓	✓	✓ (d)		
Missouri	✓ (k)		✓	✓		✓		✓
Nevada	✓		✓	✓	✓	✓	(bb)	✓
North Carolina	✓		✓	✓	✓			
Pennsylvania	✓		✓	✓ (g)	✓			
Rhode Island	✓	✓	✓		✓			
Vermont	✓		✓	✓	✓			
West Virginia	✓		✓		✓			

NOTES

- ^a In California, balance-billing protections in the emergency department setting only apply to those plans regulated by the California Department of Managed Care, which includes HMOs and most PPOs.
- ^b In Florida, payment standards apply to PPOs but for HMOs they apply only for non-network providers of emergency services.
- ^c In Illinois, protections apply only to facility-based providers.
- ^d In Maryland and Mississippi, balance-billing protections attach when the consumer assigns the benefit to the provider. The linkages to assignment apply to PPOs in Maryland only. In Illinois, the provider prohibition protection attaches when the consumer assigns the benefit to the provider, but the hold harmless protection applies even without assignment. In New York, assignment of benefits is required only in non-emergency cases in in-network hospitals, but not in any other settings, and the provider prohibition does not apply to emergency services.
- ^e In Maryland the hold harmless and payment standards for PPOs apply only to on-call physicians and hospital-based physicians who obtain assignment of benefits. They apply to HMO providers in all situations.
- ^f In Delaware, balance-billing protections in the emergency department setting also apply to services originated in a hospital emergency facility or comparable facility following treatment or stabilization of an emergency medical condition as approved by the insurer with respect to services performed by non-network providers, provided that the insurer is required to approve or disapprove coverage of post-stabilization care.
- ^g In Pennsylvania, emergency service balance-billing protections apply only to HMOs and PPOs that require gatekeepers.
- ^h Protections do not apply to non-emergency services if an enrollee elects in advance in writing to use a specific out-of-network provider, and if that provider offers an advance written disclosure informing the enrollee about their network status and projected cost.
- ⁱ In Maine, the protection does not include a bill for health care services received by an enrollee when a network provider was available to render the services and the enrollee knowingly elected to obtain the services from another provider who was out of network.
- ^j In Minnesota, the protection applies when the service is provided due to unavailability of a participating provider or without the enrollee's knowledge or due to the need for unforeseen services arising at the time the service is rendered.
- ^k In Arizona, Massachusetts, Missouri, New Hampshire, and Oregon, the protection applies only for emergency services provided by a nonparticipating provider in a network hospital.
- ^l In Arizona, a dispute resolution process is available for claims exceeding a specified amount.
- ^m In California, the payment standard is less specific in situations involving emergency services.
- ⁿ California has available a dispute resolution process for out-of-network care at network facilities if the regular process for applying the payment standard fails in some way. The state also has a voluntary, nonbinding dispute resolution process for emergency services, but it has never been used.
- ^o In New Jersey, there is a \$1,000 threshold for invoking the dispute resolution process, but the consumer is held harmless even if dispute resolution is not used.
- ^p In New York, certain emergency services (specified by CPT codes) are exempt from the independent dispute resolution process if the bill does not exceed 120 percent of the usual and customary cost and the fee disputed is \$672.01 (adjusted annually for inflation rates) or less after any applicable co-insurance, co-payment and deductible. The consumer is held harmless for emergency services even if dispute resolution is not used.
- ^q In Arizona, protections only apply to health plans that cover out-of-network care.
- ^r In Arizona, providers are not prohibited from balance billing PPO members. But in cases where a dispute resolution process is used, a balance bill cannot be submitted after the arbitrator has made a decision.
- ^s In Arizona, protection in non-emergency situations is contingent on disclosure to the consumer. But if the consumer declines to agree to the disclosure, the protections still apply.
- ^t According to state interpretation, the Arizona protection covers enrollees in HMOs.
- ^u Protections do not apply if a person "voluntarily uses an out-of-network provider."
- ^v A provider or facility that is not satisfied with the reimbursement rate dictated by the payment standard, given the complexity of the services provided, is allowed to initiate binding arbitration.
- ^w If specific consent is given in nonemergency settings for "that nonparticipating provider to render the particular services," the protections do not apply.
- ^x Hold harmless protection only applies to HMOs and EPOs, but not PPOs.
- ^y For facilities, there is a mediation process instead of binding arbitration.
- ^z With respect to non-emergency services provided by out-of-network providers at in-network facilities, protections are limited to surgical or ancillary services (surgery, anesthesiology, pathology, radiology, laboratory, or hospitalist services).
- ^{aa} The result of arbitration is not described in the statute as binding.
- ^{bb} State provides a payment standard for a provider or facility that recently had a participation contract in place with the insurer.