## State Balance-Billing Protections

**Last Updated February 5, 2021**

<table>
<thead>
<tr>
<th>State</th>
<th>Setting</th>
<th>Type of managed care plan</th>
<th>Type of protection</th>
<th>State-specific method for payment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Emergency</td>
<td>Nonemergency care</td>
<td>HMO</td>
<td>Hold harmless</td>
</tr>
<tr>
<td></td>
<td>department</td>
<td>in network hospital*</td>
<td>PPO</td>
<td></td>
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<td>California</td>
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<tr>
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</tbody>
</table>

### Comprehensive Approach (18 states)

- California
- Colorado
- Connecticut
- Florida
- Georgia
- Illinois
- Maine
- Maryland
- Michigan
- New Hampshire
- New Jersey
- New Mexico
- New York
- New York
- New York
- Ohio
- Oregon
- Texas
- Virginia
- Washington

### Limited approach (15 states)

- Arizona
- Delaware
- Indiana
- Iowa
- Massachusetts
- Minnesota
- Mississippi
- Missouri
- Nebraska
- Nevada
- North Carolina
- Pennsylvania
- Rhode Island
- Vermont
- West Virginia

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*Most states provide an exception from protections for nonemergency services in cases where the enrollee has consented or chosen to receive services from an out-of-network provider. The scope of this exception differs by state.

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.

In Florida, payment standards apply to PPOs but for HMOs they apply only for nonnetwork providers of emergency services.

In Illinois, protections apply only to facility-based providers.

In Maryland, Mississippi, and New York, 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 protection provision attaches when the consumer assigns the benefit to the provider, but the hold harmless protection applies even without assignment.

In Arizona, Massachusetts, Missouri, New Hampshire, and Oregon, in Arizona, protection in nonemergency situations is contingent on disclosure to the consumer. But if the consumer declines to agree to the disclosure, the protections still apply.

According to state interpretation, the Arizona protection covers enrollees in HMOs.

Nevada provides a payment standard for a provider or facility that recently had a participation contract in place with the insurer.

In Colorado, 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.

In Texas, hold harmless protection only applies to HMOs and EPOs, but not PPOs.

For facilities in Texas, there is a mediation process instead of binding arbitration.

In Illinois, New Hampshire, Virginia, and Washington, with respect to nonemergency services provided by out-of-network providers at in-network facilities, protections are limited to a set of designated specialties. The same restrictions also apply to emergency services in Illinois and New Hampshire.

In Washington, the result of arbitration is not described in the statute as binding.

In Georgia, the payment standard does not apply to out-of-network facilities. Insurers are required to make some payment but there is no specific formula to use.

Delaware bans billing for nonemergency services, but there is no hold-harmless requirement.

In Delaware, insurers are required to reimburse the highest allowable charge for each emergency care service allowed by the insurance commissioner following an arbitration of the dispute.

Nebraska has a voluntary, non-binding mediation process that applies if a provider deems the payment made by the insurer to be unreasonable.

In Michigan, in cases involving emergency services, a non-participating provider can request an additional payment (25% of the payment standard amount) if a complicating factor is identified. If the carrier rejects the request, a non-participating provider can initiate binding arbitration.

In Ohio, parties can request binding arbitration if the service was provided not more than one year earlier and the total amount of individual or bundled claims exceeds $750.

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Delaware bans billing for nonemergency services, but there is no hold-harmless requirement.

In Delaware, insurers are required to reimburse the highest allowable charge for each emergency care service allowed by the insurer for any other network or nonnetwork emergency care provider in the year before the date of the performed service. In the event the provider of emergency services and insurer cannot agree upon an appropriate rate, the provider shall be entitled to the charges allowed by the insurance commissioner following an arbitration of the dispute.

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