

**Marketplace National Regional Benefit Interpretation Document**

Benefit Name	EMERGENCY AND URGENT SERVICES
Applicable State	California, Florida, Idaho, Illinois, Kentucky, Michigan, Mississippi, New Mexico, Ohio, South Carolina, Texas, Utah, Washington, Wisconsin
Benefit Definition	<p>This policy addresses emergency services and urgently needed services. Please refer to the <b><u>No Surprises Act Benefit Interpretation Policies</u></b> for each Marketplace state</p> <p>Covered benefits are listed in three (3) Sections - A, B and C. All services must be medically necessary. Each benefit plan contains its own specific provisions for coverage, limitations and exclusions as stated in the member’s Evidence of Coverage (EOC)/Schedule of Benefits (SOB). If there is a discrepancy between this policy and the member’s EOC/SOB, the member’s EOC/SOB provision will govern.</p> <p><b>Essential Health Benefits for Individual and Small Group (Only for Emergency Services)</b></p> <p>For plan years beginning on or after January 1, 2014, the Affordable Care Act of 2010 (ACA) requires fully insured non-grandfathered individual and small group plans (inside and outside of Exchanges) to provide coverage for ten categories of Essential Health Benefits (“EHBs”). Large group plans (both self-funded and fully insured), and small group ASO plans, are not subject to the requirement to offer coverage for EHBs. However, if such plans choose to provide coverage for benefits which are deemed EHBs (such as maternity benefits), the ACA requires all dollar limits on those benefits to be removed on all Grandfathered and Non-Grandfathered plans. The determination of which benefits constitute EHBs is made on a state by state basis. As such, when using this guideline, it is important to refer to the member specific benefit document to determine benefit coverage.</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><b>A. FEDERAL/STATE MANDATED REGULATIONS</b></p> </div> <p><b>Note: The most current federal/state mandated regulations for each state can be found in the links below.</b></p> <p><b>FEDERAL:</b></p>

42 Code of Federal Regulations (CFR) §489.24 Emergency Medical Treatment and Active Labor Act (EMTALA) (Full text available at <http://www.emtala.com/law/index.html>)

H.R. 3590 / Section 2719A Fed. Reg. 37188 (June 28, 2010) Non-grandfathered plans are required to afford members several patient protections

**CALIFORNIA:**

[Knox Keene 1300.71.4: Emergency Medical Condition and Post-Stabilization Responsibilities for Medically Necessary Health Care Services](#)

[California Health & Safety Code, Division 2, Chapter 2, Article 7, § 1317](#)

[California Health and Safety Code 1317.1](#)

[California Health and Safety Code 1317.2](#)

[California Health and Safety Code § 1371.4](#)

[California Health and Safety Code § 1345 \(b\), \(h\)](#)

[California Code of Regulations § 1300.67\(g\)](#)

[Cal. Code of Regs., tit. 28, section 1300.67.01 COVID-19 Diagnostic Testing](#)

**FLORIDA:**

[Fla. Stat. § 641.19](#): Definitions

[Fla. Stat. § 641.513](#): Requirements for providing emergency services and care

[Fla. Admin. Code 69O-191.024\(15\)\(a\)](#): Emergency Care

[Fla. Admin. Code 69O-191.033\(1\)\(m\)](#): Standards for Subscriber Contracts

**KENTUCKY:**

[Ky. Rev. Stat. § 304.17A-640](#): Definitions for KRS 304.17A-640 et seq.

[Ky. Rev. Stat. § 304.17A-641](#): Treatment of a stabilized covered person with an emergency medical condition in a nonparticipating hospital's emergency room

[Ky. Rev. Stat. § 304.17A-580](#): Emergency medical conditions and emergency department services

**MICHIGAN:**

Emergency Room Services

[MCL500.3406k](#)

[MCL500.3519\(3\)](#)

**OHIO:**

[Ohio Rev. Code § 1751.01\(I\)](#): Health insuring corporation law definitions

[Ohio Rev. Code § 1753.28](#): Emergency services coverage

[Ohio Rev. Code § 3923.65](#): Coverage for emergency services

**SOUTH CAROLINA:**

[S.C. Code Ann. §38-71-1510](#)- Emergency Room Service

[SC ADC 69-22, Section V\(C\)\(1\)](#) - Disclosure of out-of-area services cost sharing

**TEXAS:**

[Texas Insurance Code, Health Maintenance Organizations, General Provisions, §843.002](#)

[Texas Insurance Code, Preferred Provider Benefit Plans, General Provisions, §1301.155-Emergency Care](#)

[28 TAC 11.506\(9\) Mandatory Contractual Provisions: Group, Individual and Conversion Agreement and Group Certificate](#)

[28 TAC 11.508\(a\)\(1\)\(J\) Mandatory Benefit Standards](#)

[Texas Insurance Code Benefits Provided by Health Maintenance Organizations; Evidence of Coverage; Charges, General Provisions, §1271.155-Emergency Care](#)

Under [Texas Senate Bill 1264](#), an Out-of-Network Provider that rendered Emergency Care, an Out-of-Network facility based Provider that performed Services in an In-Network Facility, and an Out-of-Network diagnostic imaging Provider or laboratory service Provider that performed Services in connection with In-Network care, may not be permitted to bill the Member for an amount greater than the applicable Copayment, Percentage Copayment or Deductible under the Plan. The applicable Copayment, Percentage Copayment and Deductible for such Services will be based on the amount initially determined payable by Molina or a modified amount as determined under Molina's internal appeal process. However, the Member's Copayment, Percentage Copayment and Deductible will not be based on any additional amount determined to be owed to the Out-of-Network Provider under Insurance

Code Chapter 1467 (relating to Out-of-Network Claim Dispute Resolution).

**WASHINGTON:**

[RCW 48.43.005, Definitions](#) (Effective January 1, 2020.)

[RCW 48.43.093, Health Carrier Coverage of Emergency Medical Services - Requirements-Conditions](#) (Effective January 1, 2020.)

**B. STATE MARKET PLAN ENHANCEMENTS**

**Molina Directive: Urgent Care Services covered and could be essential based on state regulations (Not a part of the ACA's 10 Essential Health Benefits)**

**MISSISSIPPI:**

Urgent Care Centers or Facilities are **not** an EHB

**C. COVERED BENEFITS**

**IMPORTANT NOTE:** Covered benefits are listed in Sections A, B and C. Always refer to Sections A and B for additional covered benefits not listed in this Section.

Refer to the member's Evidence of Coverage (EOC) and Schedule of Benefits (SOB) to determine coverage eligibility.

**EMERGENCY SERVICES**

**CALIFORNIA:**

**Emergency Services:** Emergency Services are available 24 hours a day, 7 days a week for Members. Members who think they are having an Emergency should call **911** right away and go to the closest Emergency facility. When receiving Emergency Services, Members should bring their Member ID card. Members who do not believe they need Emergency Services but who need medical help should call the 24-Hour Nurse Advice Line toll-free or contact their PCP. Members should not go to an Emergency room if the condition is not an Emergency.

**Emergency Services When Out of Service Area:** Members should go to the nearest Emergency room for care when outside the Molina Service Area when they think they are having an Emergency. Please contact Member Services within 24 hours or as soon as possible.

**Emergency Services by a Non-Participating Provider:** Emergency Services for treatment of an Emergency Medical Condition are subject to Cost Sharing. This is true whether Emergency Services are provided by Participating Providers or Non-Participating Providers. Members should refer to the Cost Sharing for Emergency Services in the Schedule of Benefits.

**Important:** Except as otherwise required by State Law, when Emergency Services are received from Non-Participating Providers for the treatment of an Emergency Medical Condition, claims for Emergency Services will be paid at Molina's Allowed Amount. A Non-Participating Provider in California may not Balance Bill a Member for the difference between Molina's Allowed Amount and the rate the Provider charges for Emergency Services.

**Mandatory Transfer to a Participating Provider Hospital:** Prior Authorization is required to get Hospital services, except in the case of Emergency Services. For Members who are admitted to a Non-Participating Provider facility for Emergency Services, Molina reserves the right to require a transfer to a Participating Provider facility once the Member has stabilized sufficiently. If Molina requires a transfer, Molina will work with the Member and their Provider to provide transportation to a Participating Provider facility. If the Member's coverage terminates during a Hospital stay, the services received after the termination date are not Covered Services. If the Member's Provider determines they are stable for transfer and Molina arranges for transfer to a Participating Provider facility, and the Member refuses the transfer, additional services provided in the Non-Participating Provider facility are not Covered Services, the Member will be 100% responsible for payments, and the payments will not apply to the Deductible or OOPM.

**Emergency Services Outside the United States:** Covered Services include Emergency Services while traveling outside of the Service Area. This includes travel outside of the United States. For Emergency Services while traveling outside the United States, Members should use that country's or territory's emergency telephone number or go to the nearest emergency room.

Members who receive Emergency Services while traveling outside the United States will be required to pay the Non-Participating Provider's charges at the time, they obtain those services. Members may submit a claim for reimbursement to Molina for charges that they paid for Covered Services received from the Non-Participating Provider.

Members are responsible for ensuring that claims and/or records of such services are appropriately translated. They are also responsible for ensuring that the monetary exchange rate is clearly identified when submitting claims for Emergency Services received outside the United States. Medical records of

treatment and service may also be required for proper reimbursement from Molina. Claims for reimbursement for Covered Services should be submitted to the mailing address on the first page of this Agreement.

Claims for reimbursement of Covered Services for Members traveling outside the United States must be verified by Molina before payment can be made. Molina will calculate the Allowed Amount that will be covered for Emergency Services while traveling outside of the Service Area, in accordance with applicable state and federal laws.

Because these services are performed by a Non-Participating Provider, Members will only be reimbursed for the Allowed Amount. The Allowed Amount may be less than the amount the Member was charged by the Non-Participating Provider. Members will not be entitled to reimbursement for charges for health care services or treatment that are not covered under this Agreement.

**FLORIDA:**

**Emergency Services**

Emergency Services are available 24 hours a day, 7 days a week for Members. Members who think they are having an Emergency should call 911 right away and go to the closest Emergency facility. When receiving Emergency Services, Members should bring their Member ID card. Members who do not believe they need Emergency Services but who need medical help, should call the 24-Hour Nurse Advice Line toll-free or contact their PCP. Members should not go to an emergency room if the condition is not an Emergency.

**Emergency Services When Out of Service Area:** Members should go to the nearest emergency room for care when outside the Molina Service Area when they think they are having an Emergency. Please contact Customer Support within 24 hours or as soon as possible.

**Emergency Services by a Non-Participating Provider:** Emergency Services for treatment of an Emergency Medical Condition are subject to Cost Sharing for both Emergency Services provided by Participating Providers or Non-Participating Providers. Members should refer to the Cost Sharing for Emergency Services in the Schedule of Benefits.

**Transfer to a Participating Provider Hospital:** Prior Authorization is required to get Hospital services, except in the case of Emergency Services. For Members who are admitted to a Non-Participating Provider facility for Emergency Services, Molina reserves the right to require a transfer to a Participating Provider facility once the Member has stabilized sufficiently. If Molina requires a transfer, Molina will work with the Member and their Provider to provide transportation to a Participating Provider facility. If the Member's coverage terminates during a



Hospital stay, the services received after the termination date are not Covered Services.

If the Member's Provider determines they are stable for transfer and Molina arranges for transfer to a Participating Provider facility, and the Member refuses the transfer, additional services provided in the Non-Participating Provider facility are not Covered Services. The Member will be 100% responsible for payments, and the payments will not apply to the OOPM.

**Emergency Services Outside the United States:** Covered Services include Emergency Services while traveling outside of the United States. For Emergency Services while traveling outside the United States, Members should use that country's or territory's emergency telephone number or go to the nearest emergency room.

Members who receive Emergency Services while traveling outside the United States will be required to pay the Non-Participating Provider's charges at the time, they obtain those services. Members may submit a claim for reimbursement to Molina for charges that they paid for Covered Services received from the Non-Participating Provider.

Members are responsible for ensuring that claims and/or records of such services are appropriately translated. They are also responsible for ensuring that the monetary exchange rate is clearly identified when submitting claims for Emergency Services received outside the United States. Medical records of treatment and service may also be required for proper reimbursement from Molina. Claims for reimbursement for Covered Services should be submitted to Customer Support.

Claims for reimbursement of Covered Services for Members traveling outside the United States must be verified by Molina before payment can be made. Molina will calculate the Allowed Amount that will be covered for Emergency Services while traveling outside of the Service Area, in accordance with applicable state and federal laws.

Because these services are performed by a Non-Participating Provider, Members will only be reimbursed for the Allowed Amount. The Allowed Amount may be less than the amount the Member was charged by the Non-Participating Provider. Members will not be entitled to reimbursement for charges for health care services or treatment that are not covered under this Agreement.

**IDAHO:**  
**Emergency Services**

Emergency Services are available twenty-four (24) hours a day, seven (7) days a week for Molina Members. Members who think they are having an Emergency should:

- Call 911 right away.
- Go to the closest hospital or emergency room.

When getting Emergency Services, Members should bring their Member ID card. Members who are not sure if they need Emergency Services but who need medical help should call their PCP or call the 24-Hour Nurse Advice Line toll-free.

Please do not go to a hospital Emergency room if the condition is not an Emergency.

**Emergency Services When Out of the Molina Service Area:**

Go to the nearest Emergency room for care. Please contact Customer Support within twenty-four (24) hours or as soon as possible.

**Emergency Services by a Non-Participating Provider:** Emergency Services for treatment of an Emergency Medical problem is subject to cost sharing. This is true whether from Participating Providers or Non-Participating Providers. See Cost Sharing for Emergency Services in the Schedule of Benefits.

**Emergency Services Outside the United States:** Covered Services include Emergency Services while traveling outside of the Service Area. This includes travel outside of the United States. For Emergency Services while traveling outside the United States, please use that country's or territory's Emergency telephone number or go to the nearest Emergency room.

Members who receive health care services while traveling outside the United States will be required to pay the Non-Participating Provider's charges at the time, they obtain those services. Members may submit a claim for reimbursement to Molina for charges that they paid for Covered Services received from the Non-Participating Provider.

Members are responsible for ensuring that claims and/or records of such services are appropriately translated. They are also responsible for ensuring that the monetary exchange rate is clearly identified when submitting claims for services received outside the United States. Medical records of treatment and service may also be required for proper reimbursement from Molina. Claims for reimbursement for Covered Services should be submitted to the Customer Support address shown in the Reference Guide on page 2 of this Agreement.

Claims for reimbursement of Covered Services for Members traveling outside the United States must be verified by Molina before payment can be made.



Molina will calculate the Allowed Amount that will be covered for Emergency Services while traveling outside of the Service Area, in accordance with applicable State Law and federal law.

Due to these services being performed by a Non-Participating Provider, Members will only be reimbursed for the Allowed Amount. The Allowed Amount may be less than the amount the Member was charged by the Non-Participating Provider. Members will not be entitled to reimbursement for charges for health care services or treatment that are not covered under this Agreement.

**ILLINOIS:**

**Emergency Services**

Emergency Services are available 24 hours a day, 7 days a week for Members. Members who think they are having an Emergency should call 911 right away and go to the closest Emergency facility. When receiving Emergency Services, Members should bring their Member ID card. Members who do not believe they need Emergency Services, but who need medical help, should call the 24-Hour Nurse Advice Line toll-free or contact their PCP. Members should not go to an Emergency room if the condition is not an Emergency.

**Emergency Services When Out of Service Area:** Members should go to the nearest Emergency room for care when outside the Molina Service Area when they think they are having an Emergency. Please contact Customer Support within 24 hours or as soon as possible.

**Emergency Services by a Non-Participating Provider:** Emergency Services for treatment of an Emergency Medical Condition are subject to Cost Sharing for both Emergency Services provided by Participating Providers or Non-Participating Providers. Members should refer to the Cost Sharing for Emergency Services in the Schedule of Benefits or Summary of Benefits and Coverage.

**Transfer to a Participating Provider Hospital:** Prior Authorization is required to get Hospital services, except in the case of Emergency Services. For Members who are admitted to a Non-Participating Provider facility for Emergency Services, Molina reserves the right to require a transfer to a Participating Provider facility once the Member has stabilized sufficiently. If Molina requires a transfer, Molina will work with the Member and their Provider to provide transportation to a Participating Provider facility. If the Member's coverage terminates during a Hospital stay, the services received after the termination date are not Covered Services.

If the Member's Provider determines they are stable for transfer and Molina arranges for transfer to a Participating Provider facility, and the Member refuses the transfer, additional services provided in the Non-Participating Provider

facility are not Covered Services. The Member will be 100% responsible for payments, and the payments will not apply to the Annual Maximum Out-of-Pocket.

**Emergency Services for Sexual Assault Victims:** Full coverage is provided for examination, testing and treatment of a victim of a sexual offense to the extent of coverage provided for any other emergency or accident care. Such coverage shall additionally be provided when establishing that sexual contact did or did not occur, testing for the presence of sexually transmitted disease or infection, or examining and treating any injuries and trauma associated with the sexual offense.

**Emergency Services Outside the United States:** Covered Services include Emergency Services while traveling outside of the United States. For Emergency Services while traveling outside the United States, Members should use that country's or territory's emergency telephone number or go to the nearest emergency room.

Members who receive Emergency Services while traveling outside the United States will be required to pay the Non-Participating Provider's charges at the time, they obtain those services. Members may submit a claim for reimbursement to Molina for charges that they paid for Covered Services received from the Non-Participating Provider.

Members are responsible for ensuring that claims and/or records of such services are appropriately translated. They are also responsible for ensuring that the monetary exchange rate is clearly identified when submitting claims for Emergency Services received outside the United States. Medical records of treatment and service may also be required for proper reimbursement from Molina. Claims for reimbursement for Covered Services should be submitted to Customer Support.

Claims for reimbursement of Covered Services for Members traveling outside the United States must be verified by Molina before payment can be made. Molina will calculate the Allowed Amount that will be covered for Emergency Services while traveling outside of the Service Area, in accordance with applicable state and federal laws.

Because these services are performed by a Non-Participating Provider, Members will only be reimbursed for the Allowed Amount. The Allowed Amount may be less than the amount the Member was charged by the Non-Participating Provider. Members will not be entitled to reimbursement for charges for health care services or treatment that are not covered under this Agreement.

**KENTUCKY:**

**Emergency Services**

Emergency Services are available 24 hours a day, 7 days a week for Members. Members who think they are having an Emergency should call 911 right away and go to the closest Emergency facility. When receiving Emergency Services, Members should bring their Member ID card. Members who do not believe they need Emergency Services, but who need medical help, should call the 24-Hour Nurse Advice Line toll-free or contact their PCP. Members should not go to an Emergency room if the condition is not an Emergency.

**Emergency Services When Out of Service Area:** Members should go to the nearest Emergency room for care when outside the Passport Service Area when they think they are having an Emergency. Please contact Customer Support within 24 hours or as soon as possible.

**Emergency Services by a Non-Participating Provider:** Emergency Services for treatment of an Emergency Medical Condition are subject to Cost Sharing for both Emergency Services provided by Participating Providers or Non-Participating Providers. Members should refer to the Cost Sharing for Emergency Services in the Schedule of Benefits.

**Important:** Except as otherwise required by State Law, when Emergency Services are received from Non-Participating Providers for the treatment of an Emergency Medical Condition, claims for Emergency Services will be paid at Passport's Allowed Amount. Passport may not deny emergency department services and alter the level of coverage or cost-sharing requirements for any condition or conditions that constitute an emergency medical condition as defined by Kentucky law.

**Transfer to a Participating Provider Hospital:** Prior Authorization is required to get Hospital services, except in the case of Emergency Services. For Members who are admitted to a Non-Participating Provider facility for Emergency Services, Passport reserves the right to require a transfer to a Participating Provider facility once the Member has stabilized sufficiently. If Passport requires a transfer, Passport will work with the Member and their Provider to provide transportation to a Participating Provider facility. If the Member's coverage terminates during a Hospital stay, the services received after the termination date are not Covered Services.

If the Member's Provider determines they are stable for transfer and Passport arranges for transfer to a Participating Provider facility, and the Member refuses the transfer, additional services provided in the Non-Participating Provider facility are not Covered Services. The Member will be 100% responsible for

payments, and the payments will not apply to the Annual Maximum Out-of-Pocket.

**Emergency Services Outside the United States:** Covered Services include Emergency Services while traveling outside of the United States. For Emergency Services while traveling outside the United States, Members should use that country's or territory's emergency telephone number or go to the nearest emergency room.

Members who receive Emergency Services while traveling outside the United States will be required to pay the Non-Participating Provider's charges at the time, they obtain those services. Members may submit a claim for reimbursement to Passport for charges that they paid for Covered Services received from the Non-Participating Provider.

Members are responsible for ensuring that claims and/or records of such services are appropriately translated. They are also responsible for ensuring that the monetary exchange rate is clearly identified when submitting claims for Emergency Services received outside the United States. Medical records of treatment and service may also be required for proper reimbursement from Passport. Claims for reimbursement for Covered Services should be submitted to Customer Support.

Claims for reimbursement of Covered Services for Members traveling outside the United States must be verified by Passport before payment can be made. Passport will calculate the Allowed Amount that will be covered for Emergency Services while traveling outside of the Service Area, in accordance with applicable state and federal laws.

Because these services are performed by a Non-Participating Provider, Members will only be reimbursed for the Allowed Amount. The Allowed Amount may be less than the amount the Member was charged by the Non-Participating Provider. Members will not be entitled to reimbursement for charges for health care services or treatment that are not covered under this Agreement.

**MICHIGAN:**

**Emergency Services:** Emergency Services are available 24 hours a day, 7 days a week for Members. Members who think they are having an Emergency should call 911 right away and go to the closest Emergency facility. When receiving Emergency Services, Members should bring their Member ID card. Members who do not believe they need Emergency Services but who need medical help, should call the 24-Hour Nurse Advice Line toll-free or contact their PCP. Members should not go to an Emergency room if the condition is not an Emergency. Prior Authorization is not required for Emergency Services.

**Emergency Services When Out of Service Area:** Members should go to the nearest Emergency room for care when outside the Molina Service Area when they think they are having an Emergency. Please contact Customer Support within 24 hours or as soon as possible.

**Emergency Services by a Non-Participating Provider:** Emergency Services for treatment of an Emergency Medical Condition are subject to Cost Sharing for both Emergency Services provided by Participating Providers or Non-Participating Providers. Members should refer to the Cost Sharing for Emergency Services in the Schedule of Benefits.

**Important:** Except as otherwise required by State Law, when Emergency Services are received from Non-Participating Providers for the treatment of an Emergency Medical Condition, claims for Emergency Services will be paid at Molina's Allowed Amount.

Because Non-Participating Providers are not in Molina's contracted Provider network, they may Balance Bill Members for the difference between Molina's Allowed Amount and the rate that they charge. Members may be responsible for Provider charges that exceed the Allowed Amount covered under this benefit for Emergency Services rendered by a Non-Participating Provider.

**Transfer to a Participating Provider Hospital:** Prior Authorization is required to get Hospital services, except in the case of Emergency Services. For Members who are admitted to a Non-Participating Provider facility for Emergency Services, Molina reserves the right to require a transfer to a Participating Provider facility once the Member has stabilized sufficiently. If Molina requires a transfer, Molina will work with the Member and their Provider to provide transportation to a Participating Provider facility. If the Member's coverage terminates during a Hospital stay, the services received after the termination date are not Covered Services.

If the Member's Provider determines they are stable for transfer and Molina arranges for transfer to a Participating Provider facility, and the Member refuses the transfer, additional services provided in the Non-Participating Provider facility are not Covered Services. The Member will be 100% responsible for payments, and the payments will not apply to the Annual Maximum Out-of-Pocket.

**Emergency Services Outside the United States:** Covered Services include Emergency Services while traveling outside of the United States. For Emergency Services while traveling outside the United States, Members should use that

country's or territory's Emergency telephone number or go to the nearest Emergency room.

Members who receive Emergency Services while traveling outside the United States will be required to pay the Non-Participating Provider's charges at the time, they obtain those services. Members may submit a claim for reimbursement to Molina for charges that they paid for Covered Services received from the Non-Participating Provider.

Members are responsible for ensuring that claims and/or records of such services are appropriately translated. They are also responsible for ensuring that the monetary exchange rate is clearly identified when submitting claims for Emergency Services received outside the United States. Medical records of treatment and service may also be required for proper reimbursement from Molina. Claims for reimbursement for Covered Services should be submitted to Customer Support.

Claims for reimbursement of Covered Services for Members traveling outside the United States must be verified by Molina before payment can be made. Molina will calculate the Allowed Amount that will be covered for Emergency Services while traveling outside of the Service Area, in accordance with applicable state and federal laws.

Because these services are performed by a Non-Participating Provider, Members will only be reimbursed for the Allowed Amount. The Allowed Amount may be less than the amount the Member was charged by the Non-Participating Provider. Members will not be entitled to reimbursement for charges for health care services or treatment that are not covered under this Agreement, specifically those identified in the Exclusions section of this Agreement.

**MISSISSIPPI:**

**Emergency Services**

Emergency Services are available 24 hours a day, 7 days a week for Members. Members who think they are having an Emergency should call 911 right away and go to the closest Emergency facility. When receiving Emergency Services, Members should bring their Member ID card. Members who do not believe they need Emergency Services but who need medical help, should call the 24-Hour Nurse Advice Line toll-free or contact their PCP. Members should not go to an Emergency room if the condition is not an Emergency.

**Emergency Services When Out of Service Area:** Members should go to the nearest Emergency room for care when outside the Molina Service Area when they think they are having an Emergency. Please contact Customer Support within 24 hours or as soon as possible.



**Emergency Services by a Non-Participating Provider:** Emergency Services for treatment of an Emergency Medical Condition are subject to Cost Sharing for both Emergency Services provided by Participating Providers or Non-Participating Providers. Members should refer to the Cost Sharing for Emergency Services in the Schedule of Benefits.

**Important:** Except as otherwise required by State Law, when Emergency Services are received from Non-Participating Providers for the treatment of an Emergency Medical Condition, claims for Emergency Services will be paid at Molina's Allowed Amount

Because Non-Participating Providers are not in Molina's contracted provider network, they may balance-bill Members for the difference between Molina's Allowed Amount and the rate that they charge. Members may be responsible for provider charges that exceed the Allowed Amount covered under this benefit for Emergency Services rendered by a Non-Participating Provider

**Mandatory Transfer to a Participating Provider Hospital:** Prior Authorization is required to get Hospital services, except in the case of Emergency Services. For Members who are admitted to a Non-Participating Provider facility for Emergency Services, Molina reserves the right to require a transfer to a Participating Provider facility once the Member has stabilized sufficiently. If Molina requires a transfer, Molina will work with the Member and their Provider to provide transportation to a Participating Provider facility. If the Member's coverage terminates during a Hospital stay, the services received after the termination date are not Covered Services.

If the Member's Provider determines they are stable for transfer and Molina arranges for transfer to a Participating Provider facility, and the Member refuses the transfer, additional services provided in the Non-Participating Provider facility are not Covered Services. The Member will be 100% responsible for payments, and the payments will not apply to the Annual Maximum Out-of-Pocket.

**Emergency Services Outside the United States:** Covered Services include Emergency Services while traveling outside of the Service Area. This includes travel outside of the United States. For Emergency Services while traveling outside the United States, Members should use that country's or territory's emergency telephone number or go to the nearest emergency room.

Members who receive Emergency Services while traveling outside the United States will be required to pay the Non-Participating Provider's charges at the time, they obtain those services. Members may submit a claim for

reimbursement to Molina for charges that they paid for Covered Services received from the Non-Participating Provider.

Members are responsible for ensuring that claims and/or records of such services are appropriately translated. They are also responsible for ensuring that the monetary exchange rate is clearly identified when submitting claims for Emergency Services received outside the United States. Medical records of treatment and service may also be required for proper reimbursement from Molina. Claims for reimbursement for Covered Services should be submitted to the Customer Support address shown in the Reference Guide in this Agreement.

Claims for reimbursement of Covered Services for Members traveling outside the United States must be verified by Molina before payment can be made. Molina will calculate the Allowed Amount that will be covered for Emergency Services while traveling outside of the Service Area, in accordance with applicable state and federal laws.

Because these services are performed by a Non-Participating Provider, Members will only be reimbursed for the Allowed Amount. The Allowed Amount may be less than the amount the Member was charged by the Non-Participating Provider. Members will not be entitled to reimbursement for charges for health care services or treatment that are not covered under this Agreement.

**NEW MEXICO:  
EMERGENCY SERVICES**

Emergency Services are available 24 hours a day, 7 days a week for Members. Members who think they are having an Emergency should call 911 right away and go to the closest Emergency facility. When receiving Emergency Services, Members should bring their Member ID card. Members who do not believe they need Emergency Services, but who need medical help, should call the 24-Hour Nurse Advice Line toll-free or contact their PCP. Members should not go to an Emergency room if the condition is not an Emergency.

**Emergency Services When Out of Service Area:** Members should go to the nearest Emergency room for care when outside of the Molina Service Area when they think they are having an Emergency. Please contact Member Services within 24 hours or as soon as possible to notify Molina.

**Emergency Services by a Non-Participating Provider:** Emergency Services for treatment of an Emergency Medical Condition are subject to Cost Sharing for both Emergency Services that are provided by Participating Providers or Non-Participating Providers. Members should refer to the Cost Sharing for Emergency Services in the SBC.

**Important:** Except as otherwise required by State Law, when Emergency Services are received from Non-Participating Providers for the treatment of an Emergency Medical Condition, claims for Emergency Services will be paid at Molina's Allowed Amount.

**Transfer to a Participating Provider Hospital:** Prior Authorization is required to get Hospital services, except in the case of Emergency Services. For Members who are admitted to a Non-Participating Provider facility for Emergency Services, Molina reserves the right to require a transfer to a Participating Provider facility once the Member has stabilized sufficiently. If Molina requires a transfer, Molina will work with the Member and their Provider to provide transportation to a Participating Provider facility. If the Member's coverage terminates during a Hospital stay, the services received after the termination date are not Covered Services.

If the Member's Provider determines they are stable for transfer and Molina arranges for transfer to a Participating Provider facility, and the Member refuses the transfer, additional services provided in the Non-Participating Provider facility are not Covered Services. The Member will be 100% responsible for payments, and the payments will not apply to the Annual Maximum Out-of-Pocket. For exceptions, Members should review the Access to Care section of the Agreement.

**Emergency Services Outside the United States:** Covered Services include Emergency Services while traveling outside of the United States. For Emergency Services while traveling outside the United States, Members should use that country's or territory's emergency telephone number or go to the nearest emergency room.

Members who receive Emergency Services while traveling outside the United States will be required to pay the Non-Participating Provider's charges at the time, they obtain those services. Members may submit a claim for reimbursement to Molina for charges that they paid for Covered Services received from the Non-Participating Provider.

Members are responsible for ensuring that claims and/or records of such services are appropriately translated. They are also responsible for ensuring that the monetary exchange rate is clearly identified when submitting claims for Emergency Services received outside the United States. Medical records of treatment and service may also be required for proper reimbursement from Molina. Claims for reimbursement for Covered Services should be submitted to Member Services.

Claims for reimbursement of Covered Services for Members traveling outside the United States must be verified by Molina before payment can be made. Molina will calculate the Allowed Amount that will be covered for Emergency Services while traveling outside of the Service Area, in accordance with applicable state and federal laws.

Because these services are performed by a Non-Participating Provider, Members will only be reimbursed for the Allowed Amount. The Allowed Amount may be less than the amount the Member was charged by the Non-Participating Provider. Members will not be entitled to reimbursement for charges for health care services or treatment that are not covered under this Agreement.

**OHIO:**

**Emergency Services**

Emergency Services are available 24 hours a day, 7 days a week for Members. Members who think they are having an Emergency should call 911 right away and go to the closest Hospital or Emergency room. When getting Emergency Services, Members should bring their Member ID card. Members who do not believe they need Emergency Services but who need medical help, should call their PCP, or call the 24-Hour Nurse Advice Line toll-free. Members should not go to an Emergency room if the condition is not an Emergency.

**Emergency Services When Out of Service Area:** Members should go to the nearest Emergency room for care when outside the Molina Service Area when they think they are having an Emergency. Please contact Customer Support within 24 hours or as soon as possible.

**Emergency Services Rendered by a Non-Participating Provider:** Molina covers Emergency Services obtained from Non-Participating Providers in accordance with State and Federal Law. Emergency Services obtained for treatment of an Emergency Medical Condition, whether from Participating Providers or Non-Participating Providers, are subject to the Cost Sharing for Emergency Services in the Schedule of Benefits. Members are not subject to Balance Billing for Emergency Services.

**Transfer to a Participating Provider Hospital:** Prior Authorization is required to get Hospital services, except in the case of Emergency Services. For Members who are admitted to a Non-Participating Provider facility for Emergency Services, Molina reserves the right to require a transfer to a Participating Provider facility once the Member has stabilized sufficiently. Stabilized, with respect to an Emergency Medical Condition, means that no material deterioration of the condition is likely, within reasonable medical probability, to result from or occur during the transfer of the individual from a facility, or that the woman has delivered (including the placenta). If Molina requires a transfer, Molina will work

with the Member and their Provider to provide transportation to a Participating Provider facility.

If the Member's Provider determines they are stable for transfer and Molina arranges for transfer to a Participating Provider facility, and the Member refuses the transfer, additional services provided in the Non-Participating Provider facility are not Covered Services. The Member will be 100% responsible for payments, and the payments will not apply to the Annual Maximum Out-of-Pocket.

**Emergency Services Outside the United States:** Covered Services include Emergency Services while traveling outside of the Service Area. This includes travel outside of the United States. For Emergency Services while traveling outside the United States, Members should use that country's or territory's Emergency telephone number or go to the nearest Emergency room.

Members who receive Emergency Services while traveling outside the United States will be required to pay the Non-Participating Provider's charges at the time they obtain those services. Members may submit a claim for reimbursement to Molina for charges that they paid for Covered Services received from the Non-Participating Provider.

Members are responsible for ensuring that claims and/or records of such services are appropriately translated. They are also responsible for ensuring that the monetary exchange rate is clearly identified when submitting claims for Emergency Services received outside the United States. Medical records of treatment and service may also be required for proper reimbursement from Molina. Claims for reimbursement for Covered Services should be submitted to Molina Customer Support.

Claims for reimbursement of Covered Services for Members traveling outside the United States must be verified by Molina before payment can be made. Molina will calculate the Allowed Amount that will be covered for Emergency Services while traveling outside of the Service Area, in accordance with applicable state and federal laws.

Because these services are performed by a Non-Participating Provider, Members will only be reimbursed for the Allowed Amount. The Allowed Amount may be less than the amount the Member was charged by the Non-Participating Provider. Members will not be entitled to reimbursement for charges for health care services or treatment that are not covered under this Agreement.

**SOUTH CAROLINA:  
Emergency Services**

Emergency Services are available 24 hours a day, 7 days a week for Members. Members who think they are having an Emergency should call 911 right away and go to the closest Emergency facility. When receiving Emergency Services, Members should bring their Member ID card. Members who do not believe they need Emergency Services but who need medical help, should call the 24-Hour Nurse Advice Line toll-free or contact their PCP. Members should not go to an Emergency room if the condition is not an Emergency.

*Emergency Services When Out of Service Area:* Members should go to the nearest Emergency room for care when outside the Molina Service Area when they think they are having an Emergency. Please contact Member Services within 24 hours or as soon as possible. Members should refer to the Cost Sharing for Emergency Services in the Schedule of Benefits.

*Emergency Services by a Non-Participating Provider:* Emergency Services for treatment of an Emergency Medical Condition are subject to Cost Sharing. This is true whether Emergency Services are provided by Participating Providers or Non-Participating Providers. Members should refer to the Cost Sharing for Emergency Services in the Schedule of Benefits.

*Important:* Except as otherwise required by State Law, when Emergency Services are received from Non-Participating Providers for the treatment of an Emergency Medical Condition, claims for Emergency Services will be paid at Molina's Allowed Amount. Because Non-Participating Providers are not in Molina's contracted provider network, they may Balance Bill Members for the difference between Molina's Allowed Amount and the rate that they charge. Members may be responsible for provider charges that exceed the Allowed Amount covered under this benefit for Emergency Services rendered by a Non-Participating Provider.

*Transfer to a Participating Provider Hospital:* Prior Authorization is required to get hospital services, except in the case of Emergency Services. For Members who are admitted to a Non-Participating Provider facility for Emergency Services, Molina reserves the right to require a transfer to a Participating Provider facility once the Member has stabilized sufficiently. If Molina requires a transfer, Molina will work with the Member and their Provider to provide transportation to a Participating Provider facility. If the Member's coverage terminates during a hospital stay, the services received after the termination date are not Covered Services.

If the Member's Provider determines they are stable for transfer and Molina arranges for transfer to a Participating Provider facility, and the Member refuses the transfer, additional services provided in the Non-Participating Provider



facility are not Covered Services. The Member will be 100% responsible for payments, and the payments will not apply to the OOPM.

**Emergency Services Outside the United States:** Covered Services include Emergency Services while traveling outside of the United States. For Emergency Services while traveling outside the United States, Members should use that country's or territory's emergency telephone number or go to the nearest emergency facility.

Members who receive Emergency Services while traveling outside the United States will be required to pay the Non-Participating Provider's charges at the time they obtain those services. Members may submit a claim for reimbursement to Molina for charges that they paid for Covered Services received from the Non-Participating Provider.

Members are responsible for ensuring that claims and/or records of such services are appropriately translated. They are also responsible for ensuring that the monetary exchange rate is clearly identified when submitting claims for Emergency Services received outside the United States. Medical records of treatment and service may also be required for proper reimbursement from Molina. Claims for reimbursement for Covered Services should be submitted to Member Services. For more information on submitting a claim, please refer to "Reimbursement" in the section of this Agreement titled "Claims."

Claims for reimbursement of Covered Services for Members traveling outside the United States must be verified by Molina before payment can be made. Molina will calculate the Allowed Amount that will be covered for Emergency Services while traveling outside of the Service Area, in accordance with applicable state and federal laws.

Because these services are performed by a Non-Participating Provider, Members will only be reimbursed for the Allowed Amount. The Allowed Amount may be less than the amount the Member was charged by the Non-Participating Provider. Members will not be entitled to reimbursement for charges for health care services or treatment that are not covered under this Agreement.

**TEXAS:**

**Emergency Services:** Emergency Services are available 24 hours a day, 7 days a week for Members. Members who think they are having an Emergency should call 911 right away and go to the closest Emergency facility. When receiving Emergency Services, Members should bring their Member ID card. Members who do not believe they need Emergency Services, but who need medical help, should call the 24-Hour Nurse Advice Line toll-free or contact their PCP.

Members should not go to an Emergency room if the condition is not an Emergency.

**Emergency Services When Out of Service Area:** Members should go to the nearest emergency room for care when outside the Molina Service Area when they think they are having an Emergency. Please contact Customer Support within 24 hours or as soon as possible.

**Emergency Services by a Non-Participating Provider:** Emergency Services for treatment of an Emergency Medical Condition are subject to Cost Sharing. For both Emergency Services provided by Participating Providers or Non-Participating Providers. Members should refer to the Cost Sharing for Emergency Services in the Schedule of Benefits.

Services provided within an emergency room that do not meet the definition of Emergency Services are considered non-emergent and will be not covered.

Under Texas Senate Bill 1264, an Out-of-Network Provider that rendered Emergency Care, an Out-of-Network facility based Provider that performed Services in an In-Network Facility, and an Out-of-Network diagnostic imaging Provider or laboratory service Provider that performed Services in connection with In-Network care, may not be permitted to bill the Member for an amount greater than the applicable Copayment, Percentage Copayment or Deductible under the Plan. The applicable Copayment, Percentage Copayment and Deductible for such Services will be based on the amount initially determined payable by Molina or a modified amount as determined under Molina's internal appeal process. However, the Member's Copayment, Percentage Copayment and Deductible will not be based on any additional amount determined to be owed to the Out-of-Network Provider under Insurance Code Chapter 1467 (relating to Out-of-Network Claim Dispute Resolution).

**Mandatory Transfer to a Participating Provider Hospital:** Prior Authorization is required to get Hospital services, except in the case of Emergency Services. For Members who are admitted to a Non-Participating Provider facility for Emergency Services, Molina reserves the right to require a transfer to a Participating Provider facility once the Member has stabilized sufficiently. If Molina requires a transfer, Molina will work with the Member and their Provider to provide transportation to a Participating Provider facility. If the Member's coverage terminates during a Hospital stay, the services received after the termination date are not Covered Services.

If the Member's Provider determines they are stable for transfer and Molina arranges for transfer to a Participating Provider facility, and the Member refuses the transfer, additional services provided in the Non-Participating Provider

facility are not Covered Services. The Member will be 100% responsible for payments, and the payments will not apply to the Annual Maximum Out-of-Pocket.

**Emergency Services Outside the United States:** Covered Services include Emergency Services while traveling outside of the Service Area. This includes travel outside of the United States. For Emergency Services while traveling outside the United States, Members should use that country's or territory's emergency telephone number or go to the nearest emergency room.

Members who receive Emergency Services while traveling outside the United States will be required to pay the Non-Participating Provider's charges at the time, they obtain those services. Members may submit a claim for reimbursement to Molina for charges that they paid for Covered Services received from the Non-Participating Provider.

Members are responsible for ensuring that claims and/or records of such services are appropriately translated. They are also responsible for ensuring that the monetary exchange rate is clearly identified when submitting claims for Emergency Services received outside the United States. Medical records of treatment and service may also be required for proper reimbursement from Molina. Claims for reimbursement for Covered Services should be submitted as follows:

Claims for reimbursement of Covered Services for Members traveling outside the United States must be verified by Molina before payment can be made. Molina will calculate the Allowed Amount that will be covered for Emergency Services while traveling outside of the Service Area, in accordance with applicable state and federal laws.

Because these services are performed by a Non-Participating Provider, Members will only be reimbursed for the Allowed Amount. The Allowed Amount may be less than the amount the Member was charged by the Non-Participating Provider. Members will not be entitled to reimbursement for charges for health care services or treatment that are not covered under this Agreement, specifically those identified in the Exclusions section of this Agreement.

**UTAH:**

**Emergency Services:** Emergency Services are available twenty-four (24) hours a day, seven (7) days a week for Members. Members who think they are having an Emergency should call 911 right away and go to the closest Hospital or Emergency room. When seeking Emergency Services, Members should bring their Member ID card. Members who do not believe they need Emergency Services but who need medical help, should call their PCP, or call the 24-Hour

Nurse Advice Line toll-free. Members should not go to an Emergency room if the condition is not an Emergency.

**Emergency Services When Out of Service Area:** Members should go to the nearest Emergency room for care when outside the Molina Service Area when they think they are having an Emergency. Please contact Customer Support within twenty-four (24) hours or as soon as possible.

**Emergency Services by a Non-Participating Provider:** Emergency Services for treatment of an Emergency Medical Condition are subject to Cost Sharing. This includes Emergency Services provided by Non-Participating Providers. Members should refer to the Cost Sharing for Emergency Services in the Schedule of Benefits.

**Transfer to a Participating Provider Hospital:** Prior Authorization is required to receive Hospital services, except in the case of Emergency Services. For Members who are admitted to a Non-Participating Provider facility for Emergency Services, Molina reserves the right to require a transfer to a Participating Provider facility once the Member has stabilized sufficiently. If Molina requires a transfer, Molina will work with the Member and their Provider to provide transportation to a Participating Provider facility. If the Member's coverage terminates during a Hospital stay, the services received after the termination date are not Covered Services.

If the Member's Provider determines Member is stable for transfer and Molina arranges for transfer to a Participating Provider facility, if the Member refuses the transfer, additional services provided in the Non-Participating Provider facility are not Covered Services. The Member will be 100% responsible for payments, and the payments will not apply to the Deductible or Annual Maximum Out-of-Pocket.

**Emergency Services Outside the United States:** Covered Services include Emergency Services while traveling outside of the United States. For Emergency Services while traveling outside the United States, Members should use that country's or territory's Emergency telephone number or go to the nearest Emergency room.

Members who receive Emergency Services while traveling outside the United States will be required to pay the Non-Participating Provider's charges at the time, they obtain those services. Members may submit a claim for reimbursement to Molina for charges that they paid for Covered Services received from the Non-Participating Provider.

Members are responsible for ensuring that claims and/or records of such services are appropriately translated. They are also responsible for ensuring that the monetary exchange rate is clearly identified when submitting claims for Emergency Services received outside the United States. Medical records of treatment and service may also be required for proper reimbursement from Molina. Claims for reimbursement for Covered Services should be submitted to Customer Support.

Claims for reimbursement of Covered Services for Members traveling outside the United States must be verified by Molina before payment can be made. Molina will calculate the Allowed Amount that will be covered for Emergency Services while traveling outside of the Service Area, in accordance with applicable State Laws and federal laws.

Members will not be entitled to reimbursement for charges for health care services or treatment that are not covered under this Agreement, specifically those identified in the Exclusions section of this Agreement.

**WASHINGTON:**

**Emergency Services:** Emergency Services are available twenty-four (24) hours a day, seven (7) days a week for Molina Members. Members who think they are having an Emergency should:

- Call 911 right away.
- Go to the closest hospital or emergency room.

When getting Emergency Services, Members should bring their Member ID card.

Members who are not sure if they need Emergency Services but who need medical help should call their PCP or call the 24-Hour Nurse Advice Line toll-free.

Please do not go to a hospital Emergency room if the condition is not an Emergency.

**Emergency Services When Out of the Molina Service Area:**

Go to the nearest Emergency room for care. Please contact Customer Support within twenty-four (24) hours or as soon as possible.

**Emergency Services by a Non-Participating Provider**

Emergency Services for treatment of an Emergency Medical problem are subject to cost sharing. This is true whether from Participating Providers or Non-Participating Providers. See Cost Sharing for Emergency Services in the Schedule of Benefits.

**Important:** Except as otherwise required by State Law, when Emergency Services are received from Non-Participating Providers for the treatment of an Emergency Medical Condition, claims for Emergency Services will be paid at Molina's Allowed Amount. An Emergency Medical Provider in Washington may not Balance Bill Members for Emergency Services; and Molina will hold Members harmless for Balance Billing for Emergency Services rendered in a bordering state (Oregon or Idaho), as well. Members are only responsible for the Cost Sharing shown in the Schedule of Benefits for such Emergency Services. For Emergency Services obtained from a Non-Participating Provider for the treatment of an Emergency Condition in any other state, that Non-Participating Provider may Balance Bill the Member for the difference between Molina's Allowed Amount and the rate that it charges.

**Transfer to a Participating Provider Hospital:**

Prior Authorization is required to receive hospital services, except in the case of Emergency Services. For Members who are admitted to a Non-Participating Provider hospital for Emergency Services, Molina reserves the right to require a transfer to a Participating Provider facility once the Member has stabilized sufficiently. If Molina requires a transfer, Molina will work with the Member and their Provider to provide transportation to a Participating Provider facility. If the Member's coverage terminates during a hospital stay, the services received after the termination date are not Covered Services.

If the Member's Provider determines the Member is stable for transfer and Molina arranges for transfer to a Participating Provider facility, if the Member refuses the transfer, additional services provided in the Non-Participating Provider facility are not Covered Services. The Member will be 100% responsible for payments, and the payments will not apply to the Deductible or Annual Maximum Out-of-Pocket.

**Emergency Services Outside the United States:** Covered Services include Emergency Services while traveling outside of the Service Area. This includes travel outside of the United States. For Emergency Services while traveling outside the United States, please use that country's or territory's Emergency telephone number or go to the nearest Emergency room.

Members who receive health care services while traveling outside the United States will be required to pay the Non-Participating Provider's charges at the time, they obtain those services. Members may submit a claim for reimbursement to Molina for charges that they paid for Covered Services received from the Non-Participating Provider.

Members are responsible for ensuring that claims and/or records of such services are appropriately translated. They are also responsible for ensuring that



the monetary exchange rate is clearly identified when submitting claims for services received outside the United States. Medical records of treatment and service may also be required for proper reimbursement from Molina. Claims for reimbursement for Covered Services should be submitted to the Customer Support address shown in the Reference Guide on page 2 of this Agreement.

Claims for reimbursement of Covered Services for Members traveling outside the United States must be verified by Molina before payment can be made. Molina will calculate the Allowed Amount that will be covered for Emergency Services while traveling outside of the Service Area, in accordance with applicable State Law and federal law.

Due to these services being performed by a Non-Participating Provider, Members will only be reimbursed for the Allowed Amount. The Allowed Amount may be less than the amount the Member was charged by the Non-Participating Provider. Members will not be entitled to reimbursement for charges for health care services or treatment that are not covered under this Agreement.

**WISCONSIN:**

**Emergency Services:** Emergency Services are available 24 hours a day, 7 days a week for Members. Members who think they are having an Emergency should call 911 right away and go to the closest Emergency facility. When receiving Emergency Services, Members should bring their Member ID card. Members who do not believe they need Emergency Services but who need medical help, should call the 24-Hour Nurse Advice Line toll-free or contact their PCP. Members should not go to an Emergency room if the condition is not an Emergency.

**Emergency Services When Out of Service Area:** Members should go to the nearest Emergency room for care when outside the Molina Service Area when they think they are having an Emergency. Please contact Customer Support within 48 hours or as soon as possible.

**Emergency Services by a Non-Participating Provider:** Emergency Services for treatment of an Emergency Medical Condition are subject to Cost Sharing for Emergency Services provided by Participating Providers or Non-Participating Providers. Members should refer to the Cost Sharing for Emergency Services in the Schedule of Benefits.

**Important:** Except as otherwise required by State Law, when Emergency Services are received from Non-Participating Providers for the treatment of an Emergency Medical Condition, claims for Emergency Services will be paid at Molina's Allowed Amount.

Because Non-Participating Providers are not in Molina's contracted provider network, they may balance-bill Members for the difference between Molina's Allowed Amount and the rate that they charge. Members may be responsible for provider charges that exceed the Allowed Amount covered under this benefit for Emergency Services rendered by a Non-Participating Provider.

**Mandatory Transfer to a Participating Provider Hospital:** Prior Authorization is required to get Hospital services, except in the case of Emergency Services. For Members who are admitted to a Non-Participating Provider facility for Emergency Services, Molina reserves the right to require a transfer to a Participating Provider facility once the Member has stabilized sufficiently. If Molina requires a transfer, Molina will work with the Member and their Provider to provide transportation to a Participating Provider facility. If the Member's coverage terminates during a Hospital stay, the services received after the termination date are not Covered Services.

If the Member's Provider determines they are stable for transfer and Molina arranges for transfer to a Participating Provider facility, and the Member refuses the transfer, additional services provided in the Non-Participating Provider facility are not Covered Services. The Member will be 100% responsible for payments, and the payments will not apply to the Annual Maximum Out-of-Pocket.

**Emergency Services Outside the United States:** Covered Services include Emergency Services while traveling outside of the Service Area. This includes travel outside of the United States. For Emergency Services while traveling outside the United States, Members should use that country's or territory's emergency telephone number or go to the nearest emergency room.

Members who receive Emergency Services while traveling outside the United States will be required to pay the Non-Participating Provider's charges at the time, they obtain those services. Members may submit a claim for reimbursement to Molina for charges that they paid for Covered Services received from the Non-Participating Provider.

Members are responsible for ensuring that claims and/or records of such services are appropriately translated. They are also responsible for ensuring that the monetary exchange rate is clearly identified when submitting claims for Emergency Services received outside the United States. Medical records of treatment and service may also be required for proper reimbursement from Molina. Claims for reimbursement for Covered Services should be submitted to the Customer Support address shown on the Welcome Page of this Agreement.

Claims for reimbursement of Covered Services for Members traveling outside the United States must be verified by Molina before payment can be made. Molina will calculate the Allowed Amount that will be covered for Emergency Services while traveling outside of the Service Area, in accordance with applicable state and federal laws.

Because these services are performed by a Non-Participating Provider, Members will only be reimbursed for the Allowed Amount. The Allowed Amount may be less than the amount the Member was charged by the Non-Participating Provider. Members will not be entitled to reimbursement for charges for health care services or treatment that are not covered under this Agreement.

## **URGENT CARE SERVICES**

### **CALIFORNIA:**

**Urgent Care Services:** Urgent Care Services are subject to the Cost Sharing in the Schedule of Benefits. Urgent Care Services are those services needed to prevent the serious deterioration of one's health from an unforeseen medical condition or injury. For after-hours or Urgent Care Services, Members should call their PCP or the Nurse Advice Line. Members who are within the Service Area can ask their PCP what Participating Provider urgent care center to use. It is best to find out the name of a Participating Provider urgent care center ahead of time. Members must get Urgent Care Services from a Participating Provider, except that Members who are outside of the Service Area may go to the nearest emergency room for Urgent Care Services.

### **FLORIDA:**

**Urgent Care Services:** Urgent Care Services are subject to the Cost Sharing in the Schedule of Benefits. Members must get Urgent Care Services from a Participating Provider. Urgent Care Services are those services needed to prevent the serious deterioration of one's health from an unforeseen medical condition or injury. For after hours or Urgent Care Services, Members should call their PCP or the Nurse Advice Line. Members who are within the Service Area can ask their PCP what Participating Provider urgent care center to use. It is best to find out the name of a Participating Provider urgent care center ahead of time. Members who are outside of the Service Area may go to the nearest emergency room.

### **IDAHO:**

**Urgent Care Services:** Urgent Care Services are those services needed to prevent the serious deterioration of one's health from an unforeseen medical condition or injury. For after hours or Urgent Care Services, Members should call their PCP or the Nurse Advice Line. Members who are outside of the Service Area may go

to the nearest Emergency room. Urgent Care Services are subject to the Cost Sharing in the Schedule of Benefits.

**ILLINOIS:**

**Urgent Care Services:** Urgent Care Services are subject to the Cost Sharing in the Summary of Benefits and Coverage or Schedule of Benefits. Members must get Urgent Care Services from a Participating Provider. Urgent Care Services are those services needed to prevent the serious deterioration of one's health from an unforeseen medical condition or injury. For after hours or Urgent Care Services, Members should call their PCP or the Nurse Advice Line. Members who are within the Service Area can ask their PCP what Participating Provider urgent care center to use. It is best to find out the name of a Participating Provider urgent care center ahead of time. Members who are outside of the Service Area may go to the nearest emergency room.

RPM: Clarification on 9/23/2022: IL also have urgent care out of network by regulation. Molina can encourage the ER but Molina cannot deny claims for out of service Urgent Care for IL

**KENTUCKY:**

**Urgent Care Services:** Urgent Care Services are subject to the Cost Sharing in the Schedule of Benefits. Members must get Urgent Care Services from a Participating Provider. Urgent Care Services are those services needed to prevent the serious deterioration of one's health from an unforeseen medical condition or injury. For after hours or Urgent Care Services, Members should call their PCP or the Nurse Advice Line. Members who are within the Service Area can ask their PCP what Participating Provider urgent care center to use. It is best to find out the name of a Participating Provider urgent care center ahead of time.

**MICHIGAN:**

**Urgent Care Services:** Molina covers Urgent Care Services, which are subject to the Cost Sharing in the Schedule of Benefits. Members must get Urgent Care Services from a Participating Provider. Urgent Care Services are those services needed to prevent the serious deterioration of one's health from an unforeseen medical condition or injury. For after hours or Urgent Care Services, Members should call their PCP or the Nurse Advice Line. Members who are within the Service Area can ask their PCP what Participating Provider Urgent Care center to use. It is best to find out the name of a Participating Provider Urgent Care center ahead of time.

**MISSISSIPPI:**

**Urgent Care Services:** Urgent Care Services are subject to the Cost Sharing in the Schedule of Benefits. Members must get Urgent Care Services from a

Participating Provider. Urgent Care Services are those services needed to prevent the serious deterioration of one's health from an unforeseen medical condition or injury. For after hours or Urgent Care Services, Members should call their PCP or the Nurse Advice Line. Members who are within the Service Area can ask their PCP what Participating Provider urgent care center to use. It is best to find out the name of a Participating Provider urgent care center ahead of time.

**NEW MEXICO:**

**Urgent Care Services:** Urgent Care Services are subject to the Cost Sharing in the Schedule of Benefits. Urgent Care Services are those services needed to prevent the serious deterioration of one's health from an unforeseen medical condition or injury. For after hours or Urgent Care Services, Members should call their PCP or the Nurse Advice Line. Members who are within the Service Area can ask their PCP what Participating Provider urgent care center to use. It is best to find out the name of a Participating Provider urgent care center ahead of time. Members who are outside of the Service Area may go to the nearest emergency room.

**OHIO:**

**Urgent Care Services:** Urgent Care Services are subject to the Cost Sharing in the Schedule of Benefits. Members must get Urgent Care Services from a Participating Provider. Urgent Care Services are those services needed to prevent the serious deterioration of one's health from an unforeseen medical condition or injury. For after hours or Urgent Care Services, Members should call their PCP or the Nurse Advice Line. Members who are within the Service Area can ask their PCP what Participating Provider Urgent Care center to use. It is best to find out the name of a Participating Provider Urgent Care center ahead of time. Members who are outside of the Service Area may go to the nearest Emergency room.

**SOUTH CAROLINA:**

**Urgent Care Services:** Urgent Care Services are subject to the Cost Sharing in the Schedule of Benefits. Members must get Urgent Care Services from a Participating Provider. Urgent Care Services are those services needed to prevent the serious deterioration of one's health from an unforeseen medical condition or injury. For after hours or Urgent Care Services, Members should call their PCP or the Nurse Advice Line. Members who are within the Service Area can ask their PCP what Participating Provider urgent care center to use. It is best to find out the name of a Participating Provider urgent care center ahead of time. Members who are outside of the Service Area may go to the nearest emergency room.

**TEXAS:**

**Urgent Care Services:** Urgent Care Services are subject to the Cost Sharing in the Schedule of Benefits. Members must get Urgent Care Services from a Participating Provider. Urgent Care Services are those services needed to prevent the serious deterioration of one's health from an unforeseen medical condition or injury. For after hours or Urgent Care Services, Members should call their PCP or the Nurse Advice Line. Members who are within the Service Area can ask their PCP what Participating Provider urgent care center to use. It is best to find out the name of a Participating Provider urgent care center ahead of time. Members who are outside of the Service Area may go to the nearest emergency room.

**UTAH:**

**Urgent Care Services:** Urgent Care Services are subject to the Cost Sharing in the Schedule of Benefits. Members must get Urgent Care Services from a Participating Provider. Urgent Care Services are those services needed to prevent the serious deterioration of one's health from an unforeseen medical condition or injury. For after hours or Urgent Care Services, Members should call their PCP or the Nurse Advice Line. Members who are within the Service Area can ask their PCP what Participating Provider Urgent Care center to use. It is best to find out the name of a Participating Provider Urgent Care center ahead of time. Members who are outside of the Service Area may go to the nearest Emergency room.

**WASHINGTON:**

**Urgent Care Services and After-Hours Care:** Urgent Care Services are those services needed to prevent the serious deterioration of one's health from an unforeseen medical condition or injury. Urgent Care Services are subject to the Cost Sharing in the Schedule of Benefits. Members must get Urgent Care Services from a Participating Provider. For after hours or Urgent Care Services

Members should call their PCP or the Nurse Advice Line.

Members who are within the Service Area can ask their PCP what Participating Provider Urgent Care center to use. It is best to find out the name of the Participating Provider Urgent Care center ahead of time.

**WISCONSIN:**

**Urgent Care Services:** Molina covers Urgent Care Services, which are subject to the Cost Sharing in the Schedule of Benefits. Members must get Urgent Care Services from a Participating Provider. Urgent Care Services are those services needed to prevent the serious deterioration of one's health from an unforeseen medical condition or injury. (NOT IN 2022 EOC)



Urgent Care or Urgent Care Services: 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 room care.

### MORE INFORMATION

Refer to the Benefit Interpretation Policy titled **Ambulance Transportation**

#### D. NOT COVERED

Refer to the member's Evidence of Coverage (EOC) and Schedule of Benefits (SOB) to determine coverage eligibility.

### NON-EMERGENT SERVICES OBTAINED IN AN EMERGENCY ROOM

#### FLORIDA:

**Non-Emergent Services Obtained in an Emergency Room:** Generally, and unless stated otherwise in this Agreement, services provided within an emergency room by a Participating or Non-Participating Provider, which do not meet the definition of Emergency Services, are not covered

#### IDAHO, ILLINOIS, KENTUCKY, MICHIGAN, MISSISSIPPI, NEW MEXICO, OHIO, SOUTH CAROLINA, TEXAS, UTAH, WASHINGTON: (NOT LISTED IN CA 2022 EOC)

**Non-Emergent Services Obtained in an Emergency Room:** Services provided within an emergency room by a Participating or Non-Participating Provider, which do not meet the definition of Emergency Services, are not covered.

#### E. DEFINITIONS

[See Glossary](#)

#### F. POLICY HISTORY/REVISION INFORMATION

Date	Action/Description
4/15/2021	<ul style="list-style-type: none"> <li>Added KY 2022 Drafted Language</li> </ul>
5/14/2021	<ul style="list-style-type: none"> <li>Added IL 2022 EOC Language</li> </ul>

	6/29/2021	<ul style="list-style-type: none"> <li>Added ID 2022 EOC Language</li> </ul>													
<b>Procedure Codes (Internal Use Only)</b>	<p>BI Policy Configuration Emergency and Urgent Services</p> <p><b>Coding Disclaimer:</b> Codes listed in this policy are for reference purposes only and may not be all-inclusive. Deleted codes and codes which are not effective at the time the service is rendered may not be eligible for reimbursement. Coverage is determined by the benefit document. Molina adheres to Current Procedural Terminology (CPT<sup>®</sup>), a registered trademark of the American Medical Association (AMA). All CPT codes and descriptions are copyrighted by the AMA; this information is included for informational purposes only. Providers and facilities are expected to utilize industry standard coding practices for all submissions. When improper billing and coding is not followed, Molina has the right to reject/deny the claim and recover claim payment(s). Due to changing industry practices, Molina reserves the right to revise this policy as needed.</p>														
<b>Prior Authorization</b>	<p>For the MHI PA Matrix, if a code is NOT listed, it could EITHER be:</p> <ol style="list-style-type: none"> <li>Covered and No PA Required</li> <li>Not Covered</li> </ol> <p>You cannot use the MHI PA Matrix to make coverage determinations.</p> <p><a href="#">PA Lookup Tool</a></p>														
<b>Approval</b>	<table border="1"> <thead> <tr> <th data-bbox="456 1211 678 1278">Departments</th> <th data-bbox="678 1211 920 1278">Product</th> <th data-bbox="920 1211 1157 1278">CIM</th> <th data-bbox="1157 1211 1406 1278">Clinical Management</th> </tr> </thead> <tbody> <tr> <td data-bbox="456 1278 678 1316">Date</td> <td data-bbox="678 1278 920 1316">1/12/2021</td> <td data-bbox="920 1278 1157 1316">1/22/2021</td> <td data-bbox="1157 1278 1406 1316">3/24/2021</td> </tr> <tr> <td data-bbox="456 1316 678 1388">Revised (for 1/1/2022)</td> <td data-bbox="678 1316 920 1388">11/5/2021</td> <td data-bbox="920 1316 1157 1388"></td> <td data-bbox="1157 1316 1406 1388">11/5/2021</td> </tr> </tbody> </table>			Departments	Product	CIM	Clinical Management	Date	1/12/2021	1/22/2021	3/24/2021	Revised (for 1/1/2022)	11/5/2021		11/5/2021
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