

1 ENGROSSED SENATE  
2 BILL NO. 350

By: Sparks of the Senate  
and  
Virgin of the House

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5  
6 [ Insurance Commissioner - certain information public  
7 - confidentiality interpretation - effective date ]  
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10 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

11 SECTION 1. AMENDATORY Section 29, Chapter 264, O.S.L.  
12 2006, as amended by Section 3, Chapter 356, O.S.L. 2010 (36 O.S.  
13 Supp. 2010, Section 1126), is amended to read as follows:

14 Section 1126. A. The Statement of Actuarial Opinion shall be  
15 provided with the annual statement in accordance with the  
16 appropriate National Associations of Insurance Commissioners  
17 Property and Casualty Annual Statement Instructions and shall be  
18 treated as a public document.

19 B. 1. Documents, materials or other information in the  
20 possession or control of the Insurance Department that are  
21 considered an actuarial report, work papers or actuarial opinion  
22 summary provided in support of the opinion, and any other material  
23 provided by the company to the Insurance Commissioner in connection  
24 with the actuarial report, work papers or actuarial opinion summary,

1 and any work papers used by the Commissioner or any other person in  
2 the analysis of the actuarial report, work papers, other material or  
3 actuarial opinion summary provided in support of the opinion, shall  
4 be confidential by law and privileged, shall not be subject to the  
5 Oklahoma Open Records Act, shall not be subject to subpoena, and  
6 shall not be subject to discovery or admissible in evidence in any  
7 private civil action. The ~~privilege of confidentiality and~~  
8 protection from discovery by subpoena provided in this ~~section~~  
9 paragraph shall not be construed to be extended to identical,  
10 similar or other related documents or information or to the work  
11 papers that are not deemed to be in the possession, custody or  
12 control of the Commissioner.

13 2. This provision shall not be construed to limit the  
14 Commissioner's authority to release the documents to the Actuarial  
15 Board for Counseling and Discipline (ABCD) so long as the material  
16 is required for the purpose of professional disciplinary proceedings  
17 and the ABCD establishes procedures satisfactory to the Commissioner  
18 for preserving the confidentiality of the documents, nor shall this  
19 section be construed to limit the Commissioner's authority to use  
20 the documents, materials or other information in furtherance of any  
21 regulatory or legal action brought as part of the Commissioner's  
22 official duties.

23 C. Neither the Commissioner nor any person who received  
24 documents, materials or other information while acting under the

1 authority of the Commissioner shall be permitted or required to  
2 testify in any private civil action concerning any confidential  
3 documents, materials or information subject to subsection B of this  
4 section.

5 D. In order to assist in the performance of the Commissioner's  
6 duties, the Commissioner:

7 1. May share documents, materials or other information,  
8 including the confidential and privileged documents, materials or  
9 information subject to subsection B of this section with other  
10 state, federal and international regulatory agencies, with the  
11 National Association of Insurance Commissioners and its affiliates  
12 and subsidiaries, and with state, federal and international law  
13 enforcement authorities; provided, that the recipient agrees to  
14 maintain the confidentiality and privileged status of the document,  
15 material or other information and has the legal authority to  
16 maintain confidentiality;

17 2. May receive documents, materials or information, including  
18 otherwise confidential and privileged documents, materials or  
19 information, from the National Association of Insurance  
20 Commissioners and its affiliates and subsidiaries, and from  
21 regulatory and law enforcement officials of other foreign or  
22 domestic jurisdictions, and shall maintain as confidential or  
23 privileged any document, material or information received with  
24 notice or the understanding that it is confidential or privileged

1 under the laws of the jurisdiction that is the source of the  
2 document, material or information; and

3 3. May enter into agreements governing sharing and use of  
4 information consistent with subsections B through D of this section.

5 E. No waiver of any applicable privilege or claim of  
6 confidentiality in the documents, materials or information shall  
7 occur as a result of disclosure to the Commissioner under this  
8 section or as a result of sharing as authorized in subsection D of  
9 this section.

10 SECTION 2. AMENDATORY 36 O.S. 2001, Section 1219.4, as  
11 last amended by Section 4, Chapter 356, O.S.L. 2010 (36 O.S. Supp.  
12 2010, Section 1219.4), is amended to read as follows:

13 Section 1219.4 A. As used in this section:

14 1. "Direct contract" means a contractual arrangement tying the  
15 ultimate seller purporting to offer discounts through the discount  
16 card to the health care provider, which expressly states the intent  
17 of this agreement to be used for the purpose of offering discounts  
18 on health-related purchases to uninsured or noncovered persons;

19 2. "Discount card" means a card or any other purchasing  
20 mechanism or device, which is not insurance, that purports to offer  
21 discounts or access to discounts in health-related purchases from  
22 health care providers;

23 3. "Discount medical plan" means a business arrangement or  
24 contract in which a person, in exchange for fees, dues, charges, or

1 other consideration, provides access for plan members to providers  
2 of medical services and the right to receive medical services from  
3 those providers at a discount. The term discount medical plan does  
4 not include any product regulated as an insurance product, group  
5 health service product or health maintenance organization (HMO)  
6 product in the State of Oklahoma or discounts provided by an  
7 insurer, group health service, or health maintenance organizations  
8 (HMOs) where those discounts are provided at no cost to the insured  
9 or member and are offered due to coverage with a licensed insurer,  
10 group health service, or HMO;

11 4. "Discount medical plan organization" means a person or an  
12 entity which operates a discount medical plan;

13 5. "Health care provider" means any person or entity licensed  
14 by this state to provide health care services including, but not  
15 limited to, physicians, hospitals, home health agencies, pharmacies,  
16 and dentists;

17 6. "Health care provider network" means an entity which directly  
18 contracts with physicians and hospitals and has contractual rights to  
19 negotiate on behalf of those health care providers with a discount  
20 medical plan organization to provide medical services to members of  
21 the discount medical plan organization;

22 7. "Marketer" means a person or entity who markets, promotes,  
23 sells or distributes a discount medical plan, including a private  
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1 label entity that places its name on and markets or distributes a  
2 discount medical plan but does not operate a discount medical plan;

3 8. "Medical services" means any care, service or treatment of  
4 illness or dysfunction of, or injury to, the human body including,  
5 but not limited to, physician care, inpatient care, hospital  
6 surgical services, emergency services, ambulance services, dental  
7 care services, vision care services, mental health services,  
8 substance abuse services, chiropractic services, podiatric care  
9 services, laboratory services, and medical equipment and supplies.

10 The term does not include pharmaceutical supplies or prescriptions;

11 9. "Member" means any person who pays fees, dues, charges, or  
12 other consideration for the right to receive the purported benefits  
13 of a discount medical plan; and

14 10. "Person" means an individual, corporation, business trust,  
15 estate, trust, partnership, association, joint venture, limited  
16 liability company, or any other government or commercial entity.

17 B. 1. Before doing business in this state as a discount  
18 medical plan organization, an entity shall be a corporation, limited  
19 liability corporation, partnership, limited liability partnership or  
20 other legal entity, organized under the laws of this state or, if a  
21 foreign entity, authorized to transact business in this state, and  
22 shall be registered as a discount medical plan organization with the  
23 Insurance Department ~~of the State of Oklahoma~~ or be licensed by the  
24 Insurance Department ~~of the State of Oklahoma~~ as a licensed

1 insurance company, licensed HMO, licensed group health service  
2 organization or motor service club.

3 2. To register as a discount medical plan organization, an  
4 applicant shall:

5 a. file with the Insurance Department ~~of the State of~~  
6 ~~Oklahoma~~ an application on the form that the Insurance  
7 Commissioner requires, and

8 b. pay to the Insurance Department an application fee of  
9 Two Hundred Fifty Dollars (\$250.00).

10 3. A registration is valid for a one-year term.

11 4. A registration expires one year following the registration  
12 unless it is renewed as provided in this subsection.

13 5. Before it expires, a registrant may renew the registration  
14 for an additional one-year term if the registrant:

15 a. otherwise is entitled to be registered,

16 b. files with the Insurance Department a renewal  
17 application on the form that the Insurance  
18 Commissioner requires, and

19 c. pays to the Insurance Department a renewal fee of Two  
20 Hundred Fifty Dollars (\$250.00).

21 6. The Insurance Commissioner may deny a registration to an  
22 applicant or refuse to renew, suspend, or revoke the registration of  
23 a registrant if the applicant or registrant, or an officer,  
24 director, or employee of the applicant or registrant:

- a. makes a material misstatement or misrepresentation in an application for registration,
- b. fraudulently or deceptively obtains or attempts to obtain a registration for the applicant or registrant or for another,
- c. in connection with the administration of a health care discount program, commits fraud or engages in illegal or dishonest activities, or
- d. has violated any provisions of this section.

7. Prior to registration by the Insurance Department ~~of the State of Oklahoma~~, each discount medical plan organization shall establish an Internet web site.

8. All amounts collected as registration or renewal fees shall be deposited into the General Revenue Fund.

9. Nothing in this subsection shall require a provider who provides discounts to his or her own patients to obtain and maintain a registration as a discount medical plan organization.

10. a. Nothing in this subsection shall apply to an affiliate of a licensed insurance company, HMO, group health service organization or motor service club, provided that the affiliate registers with and maintains registration in good standing with the Insurance Department ~~of the State of Oklahoma~~ in accordance with subparagraphs b and c of this paragraph.

1           b. An affiliate shall register as a discount medical plan  
2 organization on a form prescribed by the Insurance  
3 Commissioner prior to the sale, marketing or  
4 solicitation of a discount medical plan and pay an  
5 application fee of One Hundred Dollars (\$100.00).

6           c. A registration shall expire one (1) year after the  
7 date of registration, and each year on that date  
8 thereafter. A registrant may renew the registration  
9 if the registrant pays an annual registration fee of  
10 One Hundred Dollars (\$100.00) and remains in good  
11 standing with the Insurance Department ~~of the State of~~  
12 ~~Oklahoma~~.

13           d. For purposes of this section, "affiliate" means a  
14 person that, directly or indirectly through one or  
15 more intermediaries, controls or is controlled by or  
16 is under common control with an insurance company,  
17 HMO, group health service organization or motor  
18 service club licensed in this state.

19           C. 1. The Insurance Department may examine or investigate the  
20 business and affairs of any discount medical plan organization. The  
21 Insurance Department may require any discount medical plan  
22 organization or applicant to produce any records, books, files,  
23 advertising and solicitation materials, or other information and may  
24 take statements under oath to determine whether the discount medical

1 plan organization or applicant is in violation of the law or is  
2 acting contrary to the public interest. The expenses incurred in  
3 conducting any examination or investigation shall be paid by the  
4 discount medical plan organization or applicant. Examinations and  
5 investigations shall be conducted as provided in Sections 309.1 and  
6 309.3 through 309.7 of this title. Discount medical plan  
7 organizations shall be governed by the provisions of this section  
8 and shall not be subject to the provisions of the Insurance Code  
9 unless specifically referenced.

10 2. All work papers, recorded information, documents, books,  
11 files, advertising and solicitation materials, copies or other  
12 information produced by, obtained by or disclosed to the  
13 Commissioner or any other person in the course of an examination or  
14 investigation made pursuant to this section or in the course of  
15 analysis by the Commissioner or other person, shall be given  
16 confidential treatment by the Commissioner and may not be made  
17 public by the Commissioner or any other person who obtained the  
18 information in the course of the examination or investigation,  
19 except to the extent provided in this section. Access may be  
20 granted to the National Association of Insurance Commissioners. The  
21 parties shall agree in writing prior to receiving the information to  
22 provide to it the same confidential treatment as required by this  
23 section, unless the prior written consent of the company to which it  
24 pertains has been obtained. The ~~privilege of confidentiality~~ and

1 protection from discovery by subpoena provided for in this paragraph  
2 shall not be construed to be extended to identical, similar or other  
3 related documents or information or to the work papers that are not  
4 deemed to be in the possession, custody or control of the  
5 Commissioner.

6 3. Failure by the discount medical plan organization to pay the  
7 expenses incurred under paragraph 1 of this subsection shall be  
8 grounds for denial or revocation of the discount medical plan  
9 organization's registration.

10 D. 1. A discount medical plan organization may charge a  
11 reasonable one-time processing fee and a periodic charge.

12 2. If the member cancels the membership within the first thirty  
13 (30) days after receipt of the discount card and other membership  
14 materials, the member shall receive a reimbursement of all periodic  
15 charges paid. The return of all periodic charges shall be made  
16 within thirty (30) days of the date of the cancellation. If all of  
17 the periodic charges have not been paid within thirty (30) days,  
18 interest shall be assessed and paid on the proceeds at a rate of the  
19 Treasury Bill rate of the preceding calendar year, plus two (2)  
20 percentage points.

21 3. The right of cancellation shall be set out in the contract  
22 on the first page, in ten-point type or larger.

23 4. If a discount medical plan charges for a time period in  
24 excess of one (1) month, the plan shall, in the event of

1 cancellation of the membership by either party, make a pro rata  
2 reimbursement of all periodic charges to the member.

3 E. 1. A discount medical plan organization may not:

4 a. use in its advertisements, marketing material,  
5 brochures, and discount cards the terms "insurance",  
6 "health plan", "coverage", "copay", "copayments",  
7 "preexisting conditions", "guaranteed issue",  
8 "premium", "PPO", "preferred provider organization",  
9 or other terms in a manner that could reasonably  
10 mislead a person to believe that the discount medical  
11 plan is health insurance,

12 b. except for hospital services, have restrictions on  
13 free access to plan providers including waiting  
14 periods and notification periods, or

15 c. pay providers any fees for medical services.

16 2. A discount medical plan organization may not collect or  
17 accept money from a member for payment to a provider for specific  
18 medical services furnished or to be furnished to the member unless  
19 the organization has an active license from the Insurance Department  
20 ~~of the State of Oklahoma~~ to act as an administrator.

21 F. 1. The following disclosures, to be printed in not less  
22 than twelve-point type, shall be made in writing to any prospective  
23 member and shall appear on the first page of any advertisements,

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1 marketing materials or brochures relating to a discount medical  
2 plan:

- 3 a. that the plan is not insurance,
- 4 b. that the plan provides discounts with certain health  
5 care providers for medical services,
- 6 c. that the plan does not make payments directly to the  
7 providers of medical services,
- 8 d. that the plan member is obligated to pay for all  
9 health care services but will receive a discount from  
10 those health care providers who have contracted with  
11 the discount plan organization, and
- 12 e. the name and the location of the registered discount  
13 medical plan organization, including the current  
14 telephone number of the registered discount medical  
15 plan organization or other entity responsible for  
16 customer service for the plan, if different from the  
17 registered discount medical plan organization.

18 2. If the discount medical plan is sold, marketed, or solicited  
19 by telephone, the disclosures required by this section shall be made  
20 orally and provided in the initial written materials that describe  
21 the benefits under the discount medical plan provided to the  
22 prospective or new member.

23 3. The discount card provided to members shall prominently  
24 display the words "This is not insurance".

1 G. 1. All providers offering medical services to members under  
2 a discount medical plan shall provide such services pursuant to a  
3 written agreement. The agreement may be entered into directly by  
4 the health care provider or by a health care provider network to  
5 which the provider belongs if the provider network has contracts  
6 with the health care provider that allow the provider network to  
7 contract on behalf of the health care provider.

8 2. A health care provider agreement shall provide the  
9 following:

- 10 a. a description of the services and products to be  
11 provided at a discount,
- 12 b. the amount or amounts of the discounts or,  
13 alternatively, a fee schedule which reflects the  
14 health care provider's discounted rates, and
- 15 c. a provision that the health care provider will not  
16 charge members more than the discounted rates.

17 3. A health care provider agreement with a health care provider  
18 network shall require that the health care provider network have  
19 written agreements with its health care providers that:

- 20 a. contain the terms described in paragraph 2 of this  
21 subsection,
- 22 b. authorize the health care provider network to contract  
23 with the discount medical plan organization on behalf  
24 of the provider, and

1 c. require the network to maintain an up-to-date list of  
2 its contracted health care providers and to provide  
3 that list on a quarterly basis to the discount medical  
4 plan organization.

5 4. The discount medical plan organization shall maintain a copy  
6 of each active health care provider agreement into which it has  
7 entered.

8 H. 1. There shall be a written agreement between the discount  
9 medical plan organization and the member specifying the benefits  
10 under the discount medical plan and complying with the disclosure  
11 requirements of this section.

12 2. All forms used, including the written agreement pursuant to  
13 the provisions of subsection G of this section, shall first be filed  
14 with the Insurance Department. Every form filed shall be identified  
15 by a unique form number placed in the lower left corner of each  
16 form. A filing fee of Twenty-five Dollars (\$25.00) per form shall  
17 be payable to the Insurance Department ~~of the State of Oklahoma~~ for  
18 deposit into the General Revenue Fund.

19 I. 1. Each discount medical plan organization required to be  
20 registered pursuant to this section except an affiliate shall, at  
21 all times, maintain a net worth of at least One Hundred Fifty  
22 Thousand Dollars (\$150,000.00).

23 2. The Insurance Department ~~of the State of Oklahoma~~ may not  
24 allow a registration unless the discount medical plan organization

1 has a net worth of at least One Hundred Fifty Thousand Dollars  
2 (\$150,000.00).

3 J. 1. The Insurance Department ~~of the State of Oklahoma~~ may  
4 suspend the authority of a discount medical plan organization to  
5 enroll new members, revoke any registration issued to a discount  
6 medical plan organization, or order compliance if the Department  
7 finds that any of the following conditions exist:

8 a. the organization is not operating in compliance with  
9 the provisions of this section,

10 b. the organization does not have the minimum net worth  
11 as required by this section,

12 c. the organization has advertised, merchandised or  
13 attempted to merchandise its services in such a manner  
14 as to misrepresent its services or capacity for  
15 service or has engaged in deceptive, misleading or  
16 unfair practices with respect to advertising or  
17 merchandising,

18 d. the organization is not fulfilling its obligations as  
19 a discount medical plan organization, or

20 e. the continued operation of the organization would be  
21 hazardous to its members.

22 2. If the Insurance Department ~~of the State of Oklahoma~~ has  
23 cause to believe that grounds for the suspension or revocation of a  
24 registration exist, the Insurance Department shall notify the

1 discount medical plan organization in writing, specifically stating  
2 the grounds for suspension or revocation, and shall provide  
3 opportunity for a hearing on the matter in accordance with the  
4 Administrative Procedures Act and the Oklahoma Insurance Code.

5 3. When the certificate of registration of a discount medical  
6 plan organization is nonrenewed, surrendered or revoked, such  
7 organization shall proceed, immediately following the effective date  
8 of the order of revocation, or in the case of nonrenewal, the date  
9 of expiration of the certificate of registration, to wind up its  
10 affairs transacted under the certificate of registration. The  
11 organization may not engage in any further advertising,  
12 solicitation, collecting of fees, or renewal of contracts.

13 4. The Insurance Department ~~of the State of Oklahoma~~ shall, in  
14 its order suspending the authority of a discount medical plan  
15 organization to enroll new members, specify the period during which  
16 the suspension is to be in effect and the conditions, if any, which  
17 shall be met by the discount medical plan organization prior to  
18 reinstatement of its registration to enroll new members. The order  
19 of suspension is subject to rescission or modification by further  
20 order of the Insurance Department prior to the expiration of the  
21 suspension period. Reinstatement may not be made unless requested  
22 by the discount medical plan organization; however, the Insurance  
23 Department may not grant reinstatement if it finds that the

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1 circumstances for which the suspension occurred still exist or are  
2 likely to reoccur.

3 K. Each discount medical plan organization required to be  
4 registered pursuant to this section shall provide the Insurance  
5 Department ~~of the State of Oklahoma~~ at least thirty (30) days'  
6 advance notice of any change in the discount medical plan  
7 organization's name, address, principal business address, or mailing  
8 address.

9 L. Each discount medical plan organization shall maintain an  
10 up-to-date list of the names and addresses of the providers with  
11 which it has contracted on an Internet web site page, the address of  
12 which shall be prominently displayed on all its advertisements,  
13 marketing materials, brochures, and discount cards. This section  
14 applies to those providers with whom the discount medical plan  
15 organization has contracted directly, as well as those who are  
16 members of a provider network with which the discount medical plan  
17 organization has contracted.

18 M. 1. All advertisements, marketing materials, brochures and  
19 discount cards used by marketers shall be approved in writing for  
20 such use by the discount medical plan organization.

21 2. The discount medical plan organization shall have an  
22 executed written agreement with a marketer prior to the marketer's  
23 marketing, promoting, selling, or distributing the discount medical  
24 plan.

1 N. The Insurance Commissioner may promulgate rules to  
2 administer the provisions of this section.

3 O. Regulation of discount medical plan organizations shall be  
4 done pursuant to the Administrative Procedures Act.

5 P. 1. A discount medical plan organization required to be  
6 registered pursuant to this section except an affiliate shall  
7 maintain a surety bond with the Insurance Department ~~of the State of~~  
8 ~~Oklahoma~~, having at all times a value of not less than Thirty-five  
9 Thousand Dollars (\$35,000.00), for use by the Insurance Department  
10 in protecting plan members.

11 2. No judgment creditor or other claimant of a discount medical  
12 plan organization, other than the Insurance Department ~~of the State~~  
13 ~~of Oklahoma~~, shall have the right to levy upon the surety bond held  
14 pursuant to the provisions of paragraph 1 of this subsection.

15 Q. 1. A person who knowingly and willfully operates as or aids  
16 and abets another operating as a discount medical plan organization  
17 in violation of subsection B of this section commits a felony,  
18 punishable as provided for in Oklahoma law, as if the discount  
19 medical plan organization were an unauthorized insurer, and the  
20 fees, dues, charges, or other consideration collected from the  
21 members by the discount medical plan organization or marketer were  
22 insurance premium.

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1           2. A person who collects fees for purported membership in a  
2 discount medical plan but fails to provide the promised benefits  
3 commits a theft, punishable as provided in Oklahoma law.

4           R. 1. In addition to the penalties and other enforcement  
5 provisions of this section, the Insurance Department may seek both  
6 temporary and permanent injunctive relief if:

7           a. a discount medical plan organization is being operated  
8 by any person or entity that is not registered  
9 pursuant to this section, or

10          b. any person, entity, or discount medical plan  
11 organization has engaged in any activity prohibited by  
12 this section or any rule adopted pursuant to this  
13 section.

14          2. The venue for any proceeding brought pursuant to the  
15 provisions of this section shall be in the district court of  
16 Oklahoma County.

17          S. 1. The provisions of this section apply to the activities  
18 of a discount medical plan organization that is not registered  
19 pursuant to this section as if the discount medical plan  
20 organization were an unauthorized insurer.

21          2. A discount medical plan organization being operated by any  
22 person or entity that is not registered pursuant to this section, or  
23 any person, entity or discount medical plan organization that has  
24 engaged or is engaging in any activity prohibited by this section or

1 any rules adopted pursuant to this section shall be subject to the  
2 Unauthorized Insurer Act as if the discount medical plan  
3 organization were an unauthorized insurer, and shall be subject to  
4 all the remedies available to the Insurance Commissioner under the  
5 Unauthorized Insurer Act.

6 T. If the Insurance Commissioner finds that a discount medical  
7 plan organization has violated any provision of this section or that  
8 grounds exist for the discretionary revocation or suspension of a  
9 registration, the Commissioner, in lieu of such revocation or  
10 suspension, may impose a fine upon the discount medical plan  
11 organization in an amount not to exceed One Thousand Dollars  
12 (\$1,000.00) per violation.

13 SECTION 3. AMENDATORY 36 O.S. 2001, Section 1443, as  
14 amended by Section 5, Chapter 356, O.S.L. 2010 (36 O.S. Supp. 2010,  
15 Section 1443), is amended to read as follows:

16 Section 1443. A. No person shall act as an administrator  
17 without a written agreement between that person and an insurer. The  
18 written agreement shall be retained as part of the official records  
19 of both the insurer and the administrator for the duration of the  
20 agreement and for five (5) years thereafter.

21 B. The written agreement required by the provisions of  
22 subsection A of this section shall contain provisions stating any of  
23 the requirements of ~~Sections 1444 through 1448 of this title~~ the

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1 Third Party Administrator Act which apply to the functions performed  
2 by the administrator.

3 C. If a policy is issued to a trustee, a copy of the trust  
4 agreement and any amendments to the agreement shall be furnished to  
5 the insurer by the administrator and shall be retained as part of  
6 the official records of both the insurer and the administrator for  
7 the duration of the policy and for five (5) years thereafter.

8 D. Every administrator shall maintain at the principal  
9 administrative office of the administrator for the duration of the  
10 agreement and for five (5) years thereafter the written agreement  
11 required by the provisions of this section and records of all  
12 transactions among the administrator, insurers or trusts, and  
13 insured persons.

14 E. 1. For the purposes of examination, audit, and inspection,  
15 the Insurance Commissioner or any other person in the course of  
16 examination, audit and inspection shall have access to books and  
17 records maintained by the administrator. Any trade secrets  
18 contained in these books and records, including the identity and  
19 addresses of policyholders and certificate holders, shall be  
20 confidential.

21 2. All work papers, recorded information, documents and copies  
22 thereof produced or obtained by or disclosed to the Commissioner or  
23 other person in the course of examination, audit and inspection made  
24 pursuant to this section, or in the course of analysis by the

1 Commissioner or other person in the course of examination, audit and  
2 inspection, shall be given confidential treatment by the  
3 Commissioner and may not be made public by the Commissioner or any  
4 other person who obtained the information in the course of the  
5 examination, audit and inspection, except to the extent provided in  
6 this section. Access may be granted to the National Association of  
7 Insurance Commissioners. The parties shall agree in writing prior  
8 to receiving the information to provide to it the same confidential  
9 treatment as required by this section, unless the prior written  
10 consent of the company to which it pertains has been obtained. The  
11 ~~privilege of confidentiality~~ and protection from discovery by  
12 subpoena provided for in this paragraph shall not be construed to be  
13 extended to identical, similar or other related documents or  
14 information or to the work papers that are not deemed to be in the  
15 possession, custody or control of the Commissioner.

16 3. The Commissioner may use this information in any proceedings  
17 instituted against the administrator.

18 F. The insurer or trust shall have the right of continuing  
19 access to books and records maintained by the administrator  
20 sufficient to permit the insurer or trust to fulfill all of its  
21 contractual obligations to insured persons, subject to any  
22 restriction in the written agreement between the insurer or trust  
23 and the administrator concerning the proprietary rights of the  
24 parties to said books and records.

1 G. The agreement required by the provisions of this section  
2 shall include provisions stating the underwriting standards or other  
3 standards pertaining to the business underwritten by the insurer or  
4 trust.

5 SECTION 4. AMENDATORY Section 6, Chapter 356, O.S.L.  
6 2010 (36 O.S. Supp. 2010, Section 1509.1), is amended to read as  
7 follows:

8 Section 1509.1 All work papers, recorded information, documents  
9 and copies of materials associated with, produced, obtained by or  
10 disclosed to the Insurance Commissioner or any other person in the  
11 course of review or analysis pursuant to Sections 1801 through 1938  
12 of ~~Title 36 of the Oklahoma Statutes~~ this title shall be given  
13 confidential treatment by the Commissioner and may not be made  
14 public by the Commissioner or any other person who obtained the  
15 information in the course of the review or analysis, except to the  
16 extent provided in Sections 1801 through 1938 of ~~Title 36 of the~~  
17 ~~Oklahoma Statutes~~ this title, unless prior written consent of the  
18 company to which it pertains has been obtained. The ~~privilege of~~  
19 confidentiality and protection from discovery by subpoena provided  
20 for in this paragraph shall not be construed to be extended to  
21 identical, similar or other related documents or information or to  
22 the work papers that are not deemed to be in the possession, custody  
23 or control of the Commissioner.

24 SECTION 5. This act shall become effective November 1, 2011.

