

**SENATE CHAMBER**  
**STATE OF OKLAHOMA**

DISPOSITION

☐ FLOOR AMENDMENT

No. \_\_\_\_\_

\_\_\_\_\_

☐ COMMITTEE AMENDMENT

\_\_\_\_\_

(Date)

Mr./Madame President:

I move to amend Senate Bill No. 508, by substituting the attached floor substitute for the title, enacting clause and entire body of the measure.

Submitted by:

\_\_\_\_\_  
Senator Newhouse

Newhouse-CB-FS-Req#2100  
3/12/2019 7:41 PM

(Floor Amendments Only)    Date and Time Filed: \_\_\_\_\_

☐ Untimely

☐ Amendment Cycle Extended

☐ Secondary Amendment

STATE OF OKLAHOMA

1st Session of the 57th Legislature (2019)

FLOOR SUBSTITUTE  
FOR

SENATE BILL NO. 508

By: Newhouse of the Senate

and

McEntire of the House

FLOOR SUBSTITUTE

[ health insurance - appeals - response -  
codification - effective date ]

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law to be codified  
in the Oklahoma Statutes as Section 6060.30 of Title 36, unless  
there is created a duplication in numbering, reads as follows:

A. Any health benefit plan that receives, from a physician or  
hospital, an appeal of the denial of a claim or a dispute regarding  
payment of a claim by the insurer shall specifically address the  
details of the appeal or payment dispute and provide, in writing,  
the reason or reasons for the denial of coverage or additional  
payment.

1        1. The written denial of coverage from the health benefit plan  
2 shall include information regarding the appropriate contact for a  
3 peer-to-peer discussion of the denial of a service.

4        2. The written response to a payment dispute shall include  
5 information regarding the appropriate contact for a technical or  
6 coding expert.

7        B. As used in this section:

8        1. "Health benefit plan" means a plan, subject to the  
9 limitations of paragraph 2 of subsection C of Section 6060.4 of  
10 Title 36 of the Oklahoma Statutes, that:

11            a. provides benefits for medical or surgical expenses  
12                incurred as a result of a health condition, accident,  
13                or sickness, and

14            b. is offered by any insurance company, group hospital  
15                service corporation, the State and Education Employees  
16                Group Insurance Board, or health maintenance  
17                organization that delivers or issues for delivery an  
18                individual, group, blanket, or franchise insurance  
19                policy or insurance agreement, a group hospital  
20                service contract, or an evidence of coverage, or, to  
21                the extent permitted by the Employee Retirement Income  
22                Security Act of 1974, 29 U.S.C., Section 1001 et seq.,  
23                by a multiple employer welfare arrangement as defined  
24                in Section 3 of the Employee Retirement Income

1 Security Act of 1974, or any other analogous benefit  
2 arrangement, whether the payment is fixed or by  
3 indemnity;

4 2. "Hospital" means any institution, place, building or agency,  
5 public or private, whether organized for profit or not, devoted  
6 primarily to the maintenance and operation of facilities for the  
7 diagnosis, treatment or care of patients admitted for overnight stay  
8 or longer in order to obtain medical care, surgical care,  
9 obstetrical care, or nursing care for illness, disease, injury,  
10 infirmity, or deformity. The term "hospital" includes general  
11 medical surgical hospitals, specialized hospitals, critical access  
12 and emergency hospitals, and birthing centers, as defined in  
13 paragraphs 2 through 7 of Section 1-701 of Title 63 of the Oklahoma  
14 Statutes; and

15 3. "Physician" means a person holding a valid license to  
16 practice medicine and surgery, osteopathic medicine, podiatric  
17 medicine, dentistry, chiropractic or optometry, pursuant to the  
18 state licensing provisions of Title 59 of the Oklahoma Statutes.

19 SECTION 2. This act shall become effective November 1, 2019.  
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21 57-1-2100 CB 3/12/2019 7:41:25 PM  
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