

OKLAHOMA STATE SENATE
CONFERENCE
COMMITTEE REPORT

May 13, 2019

Mr. President:

Mr. Speaker:

The Conference Committee, to which was referred

SB 948

By: Rader of the Senate and Martinez and Steagall of the House

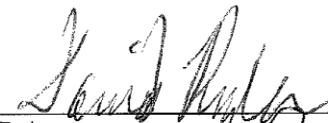
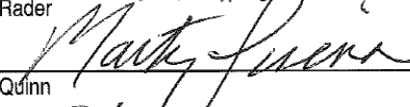
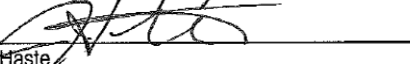
Title: Dental insurance; prohibiting denial of dental coverage except in certain circumstances after prior authorization. Effective date.


together with Engrossed House Amendments thereto, beg leave to report that we have had the same under consideration and herewith return the same with the following recommendations:

1. That the House recede from all Amendments.
2. That the attached Conference Committee Substitute be adopted.

Respectfully submitted,

SENATE CONFEREES:


Rader

Quinn

Haste


Stanley

Brooks

Matthews

HOUSE CONFEREES:

Conference Committee on Insurance

Senate Action _____ Date _____ House Action _____ Date _____



STATE OF OKLAHOMA

1st Session of the 57th Legislature (2019)

CONFERENCE COMMITTEE SUBSTITUTE
FOR ENGROSSED

SENATE BILL NO. 948

By: Rader of the Senate

and

Martinez and Steagall of
the House

CONFERENCE COMMITTEE SUBSTITUTE

An Act relating to health insurance coverage requirements; defining terms; prohibiting denial of dental coverage after prior authorization except in certain circumstances; specifying circumstances in which denial is authorized; prohibiting requirement of certain documentation; requiring issuance of prior authorization within thirty days of request; applying certain provision to act; prohibiting recoupment of claim under certain circumstances; amending Section 1, Chapter 230, O.S.L. 2016 (36 O.S. Supp. 2018, Section 6060.21), which relates to the treatment of autism spectrum disorder; adding supervised assistant behavior analyst to covered providers for certain services; modifying definition; providing for codification; and providing an 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 7303 of Title 36, unless there is created a duplication in numbering, reads as follows:

1 A. For the purposes of this section, "prior authorization"
2 means any predetermination, prior authorization, or similar
3 authorization that is verifiable, whether through issuance of
4 letter, facsimile, email, or similar means, indicating that a
5 specific procedure is, or multiple procedures are, covered under the
6 patient's dental plan and reimbursable at a specific amount, subject
7 to applicable coinsurance and deductibles, and issued in response to
8 a request submitted by a dentist using a format prescribed by the
9 insurer.

10 B. A dental service contractor shall not deny any claim
11 subsequently submitted for procedures specifically included in a
12 prior authorization unless at least one of the following
13 circumstances applies for each procedure denied:

14 1. Benefit limitations such as annual maximums and frequency
15 limitations not applicable at the time of the prior authorization
16 are reached due to utilization subsequent to issuance of the prior
17 authorization;

18 2. The documentation for the claim provided by the person
19 submitting the claim clearly fails to support the claim as
20 originally authorized;

21 3. If, subsequent to the issuance of the prior authorization,
22 new procedures are provided to the patient or a change in the
23 condition of the patient occurs such that the prior authorized
24

1 procedure would no longer be considered medically necessary, based
2 on the prevailing standard of care;

3 4. If, subsequent to the issuance of the prior authorization,
4 new procedures are provided to the patient or a change in the
5 condition of the patient occurs such that the prior authorized
6 procedure would at that time required disapproval pursuant to the
7 terms and conditions for coverage under the plan of the patient in
8 effect at the time the prior authorization was used; or

9 5. The denial of the dental service contractor was due to one
10 of the following:

- 11 a. another payor is responsible for payment,
- 12 b. the dentist has already been paid for the procedures
13 identified on the claim,
- 14 c. the claim was submitted fraudulently or the prior
15 authorization was based in whole or material part on
16 erroneous information provided to the dental service
17 contractor by the dentist, patient, or other person
18 not related to the carrier, or
- 19 d. the person receiving the procedure was not eligible to
20 receive the procedure on the date of service and the
21 dental service contractor did not know, and with the
22 exercise of reasonable care could not have known, of
23 their eligibility status.

1 C. A dental service contractor shall not require any
2 information be submitted for a prior authorization request that
3 would not be required for submission of a claim.

4 D. A dental service contractor shall issue a prior
5 authorization within thirty (30) days of the date a request is
6 submitted by a dentist.

7 E. The provisions of Section 7301 of Title 36 of the Oklahoma
8 Statutes shall apply to any denial of a claim pursuant to subsection
9 B of this section for a procedure included in a prior authorization.

10 F. The dental service contractor shall not recoup a claim
11 solely due to a loss of coverage of a patient or ineligibility if,
12 at the time of treatment, the contractor erroneously confirms
13 coverage and eligibility, but had sufficient information available
14 to it indicating that the patient was no longer covered or was
15 ineligible for coverage.

16 SECTION 2. AMENDATORY Section 1, Chapter 230, O.S.L.
17 2016 (36 O.S. Supp. 2018, Section 6060.21), is amended to read as
18 follows:

19 Section 6060.21. A. For all plans issued or renewed on or
20 after November 1, 2016, a health benefit plan and the Oklahoma
21 Employees Health Insurance Plan shall provide coverage for the
22 screening, diagnosis and treatment of autism spectrum disorder in
23 individuals less than nine (9) years of age, or if an individual is
24 not diagnosed or treated until after three (3) years of age,

1 coverage shall be provided for at least six (6) years, provided that
2 the individual continually and consistently shows sufficient
3 progress and improvement as determined by the health care provider.
4 No insurer shall terminate coverage, or refuse to deliver, execute,
5 issue, amend, adjust or renew coverage to an individual solely
6 because the individual is diagnosed with or has received treatment
7 for an autism spectrum disorder.

8 B. Except as provided in subsection E of this section, coverage
9 under this section shall not be subject to any limits on the number
10 of visits an individual may make for treatment of autism spectrum
11 disorder.

12 C. Coverage under this section shall not be subject to dollar
13 limits, deductibles or coinsurance provisions that are less
14 favorable to an insured than the dollar limits, deductibles or
15 coinsurance provisions that apply to substantially all medical and
16 surgical benefits under the health benefit plan, except as otherwise
17 provided in subsection E of this section.

18 D. This section shall not be construed as limiting benefits
19 that are otherwise available to an individual under a health benefit
20 plan.

21 E. Coverage for applied behavior analysis shall be subject to a
22 maximum benefit of twenty-five (25) hours per week and no more than
23 Twenty-five Thousand Dollars (\$25,000.00) per year. Beginning
24 January 1, 2018, the Oklahoma Insurance Commissioner shall, on an

1 annual basis, adjust the maximum benefit for inflation by using the
2 Medical Care Component of the United States Department of Labor
3 Consumer Price Index for All Urban Consumers (CPI-U). The
4 Commissioner shall submit the adjusted maximum benefit for
5 publication annually before January 1, 2018, and before the first
6 day of January of each calendar year thereafter, and the published
7 adjusted maximum benefit shall be applicable in the following
8 calendar year to the Oklahoma Employees Health Insurance Plan and
9 health benefit plans subject to this section. Payments made by an
10 insurer on behalf of a covered individual for treatment other than
11 applied behavior analysis shall not be applied toward any maximum
12 benefit established under this section.

13 F. Coverage for applied behavior analysis shall include the
14 services ~~of the~~ provided or supervised by a board-certified behavior
15 analyst, a board-certified assistant behavior analyst or a licensed
16 doctoral-level psychologist.

17 G. Except for inpatient services, if an insured is receiving
18 treatment for an autism spectrum disorder, an insurer shall have the
19 right to review the treatment plan annually, unless the insurer and
20 the insured's treating physician or psychologist agree that a more
21 frequent review is necessary. Any such agreement regarding the
22 right to review a treatment plan more frequently shall apply only to
23 a particular insured being treated for an autism spectrum disorder
24 and shall not apply to all individuals being treated for autism

1 spectrum disorder by a physician or psychologist. The cost of
2 obtaining any review or treatment plan shall be borne by the
3 insurer.

4 H. This section shall not be construed as affecting any
5 obligation to provide services to an individual under an
6 individualized family service plan, an individualized education
7 program or an individualized service plan.

8 I. Nothing in this section shall apply to nongrandfathered
9 plans in the individual and small group markets that are required to
10 include essential health benefits under the federal Patient
11 Protection and Affordable Care Act, Public Law 111-148, or to
12 Medicare supplement, accident-only, specified disease, hospital
13 indemnity, disability income, long-term care or other limited
14 benefit hospital insurance policies.

15 J. As used in this section:

16 1. "Applied behavior analysis" means the design, implementation
17 and evaluation of environmental modifications, using behavioral
18 stimuli and consequences, to produce socially significant
19 improvement in human behavior, including the use of direct
20 observation, measurement and functional analysis of the relationship
21 between environment and behavior;

22 2. "Autism spectrum disorder" means any of the pervasive
23 developmental disorders or autism spectrum disorders as defined by
24 the most recent edition of the Diagnostic and Statistical Manual of

1 Mental Disorders (DSM) or the edition that was in effect at the time
2 of diagnosis;

3 3. "Behavioral health treatment" means counseling and treatment
4 programs, including applied behavior analysis, that are:

5 a. necessary to develop, maintain or restore, to the
6 maximum extent practicable, the functioning of an
7 individual, and

8 b. provided or supervised by a board-certified behavior
9 analyst, a board-certified assistant behavior analyst
10 or by a licensed doctoral-level psychologist so long
11 as the services performed are commensurate with the
12 psychologist's university training and experience;

13 4. "Diagnosis of autism spectrum disorder" means medically
14 necessary assessment, evaluations or tests to diagnose whether an
15 individual has an autism spectrum disorder;

16 5. "Health benefit plan" means any plan or arrangement as
17 defined in subsection C of Section 6060.4 of Title 36 of the
18 Oklahoma Statutes;

19 6. "Oklahoma Employees Health Insurance Plan" means "Health
20 Insurance Plan" as defined in Section 1303 of Title 74 of the
21 Oklahoma Statutes;

22 7. "Pharmacy care" means medications prescribed by a licensed
23 physician and any health-related services deemed medically necessary
24 to determine the need or effectiveness of the medications;

1 8. "Psychiatric care" means direct or consultative services
2 provided by a psychiatrist licensed in the state in which the
3 psychiatrist practices;

4 9. "Psychological care" means direct or consultative services
5 provided by a psychologist licensed in the state in which the
6 psychologist practices;

7 10. "Therapeutic care" means services provided by licensed or
8 certified speech therapists, occupational therapists or physical
9 therapists; and

10 11. "Treatment for autism spectrum disorder" means evidence-
11 based care and related equipment prescribed or ordered for an
12 individual diagnosed with an autism spectrum disorder by a licensed
13 physician or a licensed doctoral-level psychologist who determines
14 the care to be medically necessary, including, but not limited to:

- 15 a. behavioral health treatment,
- 16 b. pharmacy care,
- 17 c. psychiatric care,
- 18 d. psychological care, and
- 19 e. therapeutic care.

20 SECTION 3. This act shall become effective November 1, 2019.

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