

FLOOR AMENDMENT
HOUSE OF REPRESENTATIVES
State of Oklahoma

SPEAKER:

CHAIR:

I move to amend SB548 _____
Of the printed Bill
Page _____ Section _____ Lines _____
Of the Engrossed Bill

By striking the Title, the Enacting Clause, the entire bill, and by inserting in lieu thereof the following language:

AMEND TITLE TO CONFORM TO AMENDMENTS

Adopted: _____

Amendment submitted by: Tammy Townley _____

Reading Clerk

1 STATE OF OKLAHOMA

2 1st Session of the 58th Legislature (2021)

3 FLOOR SUBSTITUTE
4 FOR ENGROSSED

5 SENATE BILL NO. 548

By: Daniels, Newhouse, David,
Bergstrom, Bullard, Jett
and Hamilton of the Senate

6 and

7 Townley of the House

8
9
10 FLOOR SUBSTITUTE

11 An Act relating to health care costs; amending 36
12 O.S. 2011, Section 3624, which relates to assignment
13 of policies; modifying reference; defining terms;
14 prohibiting certain health care entities from
15 reporting certain debt to credit bureaus; providing
16 exception to prohibition; specifying what is included
17 in good faith estimate of total cost of health care
18 services; providing for completion of estimate;
19 requiring certain information on billing documents;
20 prohibiting insurance carriers from causing or adding
21 to patients' financial obligations under certain
22 circumstances; providing for exceptions; setting
23 maximum limit on certain charges under certain
24 emergency conditions; providing for certain
construction of provisions; establishing violation of
act as grounds for dismissal of and affirmative
defense to certain legal proceedings; providing for
codification; and providing an effective date.

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

SECTION 1. AMENDATORY 36 O.S. 2011, Section 3624, is
amended to read as follows:

1 Section 3624. Except as provided in ~~subsection D~~ of Section
2 6055 of this title, a policy may be assignable or not assignable, as
3 provided by its terms. Subject to its terms relating to
4 assignability, any life or accident and health policy, whether
5 heretofore or hereafter issued, under the terms of which the
6 beneficiary may be changed upon the sole request of the insured, may
7 be assigned either by pledge or transfer of title, by an assignment
8 executed by the insured alone and delivered to the insurer, whether
9 or not the pledgee or assignee is the insurer. Any such assignment
10 shall entitle the insurer to deal with the assignee as the owner or
11 pledgee of the policy in accordance with the terms of the
12 assignment, until the insurer has received at its home office
13 written notice of termination of the assignment or pledge, or
14 written notice by or on behalf of some other person claiming some
15 interest in the policy in conflict with the assignment.

16 SECTION 2. NEW LAW A new section of law to be codified
17 in the Oklahoma Statutes as Section 6980 of Title 36, unless there
18 is created a duplication in numbering, reads as follows:

19 As used in this act:

20 1. "Emergency medical condition" means a medical condition
21 manifesting itself by acute symptoms of sufficient severity,
22 including, but not limited to, severe pain, such that the absence of
23 immediate medical attention could reasonably be expected to result
24 in placing the health of the individual, or, with respect to a

1 pregnant woman, the health of the woman or her unborn child, in
2 serious jeopardy, serious impairment to bodily functions, serious
3 dysfunction of any bodily organ or part; or, with respect to a
4 pregnant woman who is having contractions, that there is inadequate
5 time to effect a safe transfer to another hospital before delivery,
6 or that transfer may pose a threat to the health or safety of the
7 woman or the unborn child;

8 2. "Facility" means the medical service or care entity that
9 facilitates the medical care that is provided to the patient;

10 3. "Geozip rate" means the eightieth percentile of all charges
11 for the particular health care service performed by a health care
12 provider in the same or similar specialty and provided in the same
13 geographical area as reported in an independent benchmarking
14 database maintained by a nonprofit organization; provided, the
15 nonprofit organization shall not be financially affiliated with an
16 insurance carrier or medical care entity. Beginning November 1,
17 2021, the geozip rate may change anytime the charge data supplied by
18 the independent benchmarking database changes, but may not increase
19 at a rate greater than the Consumer Price Index; and

20 4. "Medical service or care entity" shall include, but not be
21 limited to, a medical care corporation, health care corporation,
22 hospital service association, medical service corporation, medical
23 facility, medical provider, health care maintenance organization,
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1 not-for-profit hospital, insurer, insurance company, or any other
2 third-party payer of medical expenses.

3 SECTION 3. NEW LAW A new section of law to be codified
4 in the Oklahoma Statutes as Section 6981 of Title 36, unless there
5 is created a duplication in numbering, reads as follows:

6 A. No medical service or care entity, nor its agent, shall
7 report a health care expense debt to a credit bureau or pursue
8 involuntary collection activities or any other adverse financial
9 action, except if the entity or agent can demonstrate that the
10 individual liable for the medical debt was presented with and agreed
11 to a good faith estimate of the total cost of all health care
12 services to be provided prior to agreeing to receive the services.

13 1. The good faith estimate shall include all services expected
14 to be performed by the medical service or care entity and its staff
15 at the time the estimate is given, as well as any authorized
16 services provided by a contractor, affiliate or any other third
17 party who provided services in the facility, and the total cost to
18 be billed shall include out-of-network providers.

19 2. The good faith estimate of service shall be presented to the
20 individual liable for the medical debt separately from all other
21 forms, information and paperwork. The total good faith estimate
22 shall be written in a readable font, using plain language, and shall
23 be prominently and conspicuously displayed on the first page of the
24 document in which it is contained.

1 3. A good faith estimate shall be deemed to be completed if it
2 includes information about all treatments that were prescribed at
3 the time the estimate was produced, provided that the correct
4 diagnosis codes were given to the medical service or care entity. A
5 subsequent change in medical judgment or patient condition shall not
6 cause a provider to be out of compliance with this section.

7 4. In order to expedite care, a patient may agree to receive a
8 good faith estimate that does not include services provided by a
9 contractor, affiliate, or any other third party who provides
10 services at the facility.

11 B. No insurance carrier shall cause or add to a patient's
12 financial obligation to his or her health care provider by failing
13 to follow the signed instructions and authorization assigning such
14 patient's health care payment benefits directly to his or her
15 provider.

16 C. Subsection A of this section shall not apply in the
17 following situations:

18 1. In any case of care for one or more emergency medical
19 conditions when the individual liable for the medical debt is unable
20 to receive a good faith estimate;

21 2. In any case of care when an emergency medical condition
22 arises that requires immediate treatment, regardless of whether the
23 initial care was for a nonemergency condition;

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1 3. In any case of care in an emergency department when
2 supplying a good faith estimate would interfere or conflict with the
3 medical service provider's duty to comply with the federal Emergency
4 Medical Treatment and Labor Act; and

5 4. In any case of care by an ambulance service, as defined by
6 Section 1-2503 of Title 63 of the Oklahoma Statutes, when such care
7 occurs in a county with a population of fifty thousand (50,000) or
8 fewer people.

9 D. If a patient who receives care for an emergency medical
10 condition is uninsured or is insured by an out-of-network plan that
11 covers emergency care and the individual liable for the medical debt
12 is not able to receive a good faith estimate, no health care
13 facility or individual medical care provider shall charge the
14 individual more than the geozip rate. A patient's insurance shall
15 be required to pay out-of-network providers at least the geozip
16 rates and shall charge the policyholder no more than their in-
17 network cost-sharing responsibilities even if the provider is out-
18 of-network.

19 E. When a patient receives care for one or more emergency
20 medical conditions, the total cost of services provided to the
21 individual liable for the medical debt shall include charges from
22 the facility and individual medical providers, as well as any
23 authorized services provided by a contractor, affiliate, or any
24 other third party who provided services in the facility. The

1 document containing the total cost of services shall be given to the
2 individual liable for the medical debt separately from all other
3 forms, information, and paperwork. The total cost shall be written
4 in a readable font, using plain language, and shall be prominently
5 and conspicuously displayed on the first page of the document in
6 which it is contained.

7 F. Nothing in this section shall be construed to infringe upon
8 the ability of a medical service or care entity to come to a
9 contractual agreement with an individual after they have received
10 care to establish payment plans or negotiate price agreements or
11 other means of alleviating medical debt.

12 G. Failure to comply with the provisions of this act shall be
13 grounds for dismissal of any collection suit or garnishment
14 proceeding and may be asserted as an affirmative defense to any such
15 action.

16 SECTION 4. This act shall become effective November 1, 2021.

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18 58-1-8184 AB 04/20/21

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