

STATE OF OKLAHOMA

1st Session of the 60th Legislature (2025)

HOUSE BILL 2108

By: Osburn

AS INTRODUCED

An Act relating to state government; amending 74 O.S. 2021, Sections 1304.1, 1305.1, 1306.1, 1306.6, 1307, 1307.1, 1307.2, 1307.3, 1308, 1308.1, 1309, 1310.1, 1310.2, 1311, 1311.1, 1312, 1312.1, 1312.2, 1312.3, 1314.3, 1314.5, 1315, 1315.1, 1316.1, 1316.2, 1316.3, 1317, 1320, 1321, 1323, 1324, 1325, 1326, 1327, 1328, and 1329, as amended by Section 1, Chapter 241, O.S.L. 2024 (74 O.S. Supp. 2024, Sections 1304.1, 1316.2, and 1321), which relate to the Oklahoma Employee Insurance and Benefits Act; updating statutory references; and providing an effective date.

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

SECTION 1. AMENDATORY 74 O.S. 2021, Section 1304.1, as amended by Section 1, Chapter 241, O.S.L. 2024 (74 O.S. Supp. 2024, Section 1304.1), is amended to read as follows:

Section 1304.1. A. The State and Education Employees Group Insurance Board and the Oklahoma State Employees Benefits Council are hereby abolished. Wherever the State and Education Employees Group Insurance Board and the Oklahoma State Employees Benefits

1 Council are referenced in law, that reference shall be construed to
2 mean the Oklahoma Employees Insurance and Benefits Board.

3 B. There is hereby created the Oklahoma Employees Insurance and
4 Benefits Board.

5 C. The chair and vice-chair shall be elected by the Board
6 members at the first meeting of the Board and shall preside over
7 meetings of the Board and perform other duties as may be required by
8 the Board. Upon the resignation or expiration of the term of the
9 chair or vice-chair, the members shall elect a chair or vice-chair.
10 The Board shall elect one of its members to serve as secretary.

11 D. The Board shall consist of seven (7) members to be appointed
12 as follows:

- 13 1. The State Insurance Commissioner, or designee;
- 14 2. Four members shall be appointed by the Governor;
- 15 3. One member shall be appointed by the Speaker of the Oklahoma
16 House of Representatives; and
- 17 4. One member shall be appointed by the President Pro Tempore
18 of the Oklahoma State Senate.

19 E. The appointed members shall:

- 20 1. Have demonstrated professional experience in investment or
21 funds management, public funds management, public or private group
22 health or pension fund management, or group health insurance
23 management;

24

1 2. Be licensed to practice law in this state and have
2 demonstrated professional experience in commercial matters; or

3 3. Be licensed by the Oklahoma Accountancy Board to practice in
4 this state as a public accountant or a certified public accountant.

5 In making appointments that conform to the requirements of this
6 subsection, at least one but not more than three members shall be
7 appointed each from paragraphs 2 and 3 of this subsection by the
8 combined appointing authorities.

9 F. Each member of the Board shall serve a term of four (4)
10 years from the date of appointment.

11 G. Members of the Board shall be subject to the following:

12 1. The appointed members shall each receive compensation of
13 Five Hundred Dollars (\$500.00) per month. Appointed members who
14 fail to attend a regularly scheduled meeting of the Board shall not
15 receive the related compensation;

16 2. The appointed members shall be reimbursed for their
17 expenses, according to the State Travel Reimbursement Act, as are
18 incurred in the performance of their duties, which shall be paid
19 from the Health Insurance Reserve Fund;

20 3. In the event an appointed member does not attend at least
21 seventy-five percent (75%) of the regularly scheduled meetings of
22 the Board during a calendar year, the appointing authority may
23 remove the member;

24

1 4. A member may also be removed for any other cause as provided
2 by law;

3 5. No Board member shall be individually or personally liable
4 for any action of the Board; and

5 6. Participation on the Board is contingent upon maintaining
6 all necessary annual training as may be required through the Health
7 Insurance Portability and Accountability Act of 1996, Medicare
8 contracting requirements or other statutory or regulatory
9 guidelines.

10 H. The Board shall meet as often as necessary to conduct
11 business but shall meet no less than four times a year, with an
12 organizational meeting to be held prior to December 1, 2012. The
13 organizational meeting shall be called by the Insurance
14 Commissioner. A majority of the members of the Board shall
15 constitute a quorum for the transaction of business, and any
16 official action of the Board must have a favorable vote by a
17 majority of the members of the Board present.

18 I. Except as otherwise provided in this subsection, no member
19 of the Board shall be a lobbyist registered in this state as
20 provided by law, or be employed directly or indirectly by any firm
21 or health care provider under contract to the State and Education
22 Employees Group Insurance Board, the Oklahoma State Employees
23 Benefits Council, or the Oklahoma Employees Insurance and Benefits
24 Board, or any benefit program under its jurisdiction, for any goods

1 or services whatsoever. Any physician member of the Board shall not
2 be subject to the provisions of this subsection.

3 J. Any vacancy occurring on the Board shall be filled for the
4 unexpired term of office in the same manner as provided for in
5 subsection D of this section.

6 K. The Board shall act in accordance with the provisions of the
7 Oklahoma Open Meeting Act, the Oklahoma Open Records Act and the
8 Administrative Procedures Act.

9 L. The Administrative Director of the Courts shall designate
10 grievance panel members as shall be necessary. The members of the
11 grievance panel shall consist of two attorneys licensed to practice
12 law in this state and one state-licensed health care professional or
13 health care administrator who has at least three (3) years practical
14 experience, has had or has admitting privileges to a hospital in
15 this state, has a working knowledge of prescription medication, or
16 has worked in an administrative capacity at some point in his or her
17 career. The state health care professional shall be appointed by
18 the Governor. At the Governor's discretion, one or more qualified
19 individuals may also be appointed as an alternate to serve on the
20 grievance panel in the event the Governor's primary appointee
21 becomes unable to serve.

22 M. ~~The Office of Management and Enterprise Services~~ Oklahoma
23 Health Care Authority shall have the following duties,
24 responsibilities and authority with respect to the administration of

1 the flexible benefits plan authorized pursuant to the State
2 Employees Flexible Benefits Act:

3 1. To construe and interpret the plan, and decide all questions
4 of eligibility in accordance with the Oklahoma State Employees
5 Benefits Act and 26 U.S.C.A., Section 1 et seq.;

6 2. To select those benefits which shall be made available to
7 participants under the plan, according to the Oklahoma State
8 Employees Benefits Act, and other applicable laws and rules;

9 3. To prescribe procedures to be followed by participants in
10 making elections and filing claims under the plan;

11 4. Beginning with the plan year which begins on January 1,
12 2013, to select and contract with one or more providers to offer a
13 group TRICARE Supplement product to eligible employees who are
14 eligible TRICARE beneficiaries. Any membership dues required to
15 participate in a group TRICARE Supplement product offered pursuant
16 to this paragraph shall be paid by the employee. As used in this
17 paragraph, "TRICARE" means the Department of Defense health care
18 program for active duty and retired service members and their
19 families;

20 5. To prepare and distribute information communicating and
21 explaining the plan to participating employers and participants.
22 ~~Health Maintenance Organizations~~ Health maintenance organizations or
23 other third-party insurance vendors may be directly or indirectly
24 involved in the distribution of communicated information to

1 participating state agency employers and state employee participants
2 subject to the following condition: the Board shall verify all
3 marketing and communications information for factual accuracy prior
4 to distribution;

5 6. To receive from participating employers and participants
6 such information as shall be necessary for the proper administration
7 of the plan, and any of the benefits offered thereunder;

8 7. To furnish the participating employers and participants such
9 annual reports with respect to the administration of the plan as are
10 reasonable and appropriate;

11 8. To keep reports of benefit elections, claims and
12 disbursements for claims under the plan;

13 9. To negotiate for best and final offer through competitive
14 negotiation with the assistance and through the purchasing
15 procedures adopted by the Office of Management and Enterprise
16 Services and contract with federally qualified health maintenance
17 organizations under the provisions of 42 U.S.C., Section 300e et
18 seq., or with ~~Health Maintenance Organizations~~ health maintenance
19 organizations granted a certificate of authority by the Insurance
20 Commissioner pursuant to the Health Maintenance Reform Act of 2003
21 for consideration by participants as an alternative to the health
22 plans offered by the Oklahoma Employees Insurance and Benefits
23 Board, and to transfer to the health maintenance organizations such
24 funds as may be approved for a participant electing health

1 maintenance organization alternative services. The Board may also
2 select and contract with a vendor to offer a point-of-service plan.
3 An HMO may offer coverage through a point-of-service plan, subject
4 to the guidelines established by the Board. However, if the Board
5 chooses to offer a point-of-service plan, then a vendor that offers
6 both an HMO plan and a point-of-service plan may choose to offer
7 only its point-of-service plan in lieu of offering its HMO plan.
8 The Board may, however, renegotiate rates with successful bidders
9 after contracts have been awarded if there is an extraordinary
10 circumstance. An extraordinary circumstance shall be limited to
11 insolvency of a participating health maintenance organization or
12 point-of-service plan, dissolution of a participating health
13 maintenance organization or point-of-service plan or withdrawal of
14 another participating health maintenance organization or point-of-
15 service plan at any time during the calendar year. Nothing in this
16 section of law shall be construed to permit either party to
17 unilaterally alter the terms of the contract;

18 10. To retain as confidential information the initial Request
19 For Proposal offers as well as any subsequent bid offers made by the
20 health plans prior to final contract awards as a part of the best
21 and final offer negotiations process for the benefit plan;

22 11. To promulgate administrative rules for the competitive
23 negotiation process;

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1 12. To require vendors offering coverage to provide such
2 enrollment and claims data as is determined by the Board. The Board
3 shall be authorized to retain as confidential any proprietary
4 information submitted in response to the Board's Request For
5 Proposal. Provided, however, that any such information requested by
6 the Board from the vendors shall only be subject to the
7 confidentiality provision of this paragraph if it is clearly
8 designated in the Request For Proposal as being protected under this
9 provision. All requested information lacking such a designation in
10 the Request For Proposal shall be subject to Section 24A.1 et seq.
11 of Title 51 of the Oklahoma Statutes. From health maintenance
12 organizations, data provided shall include the current Health Plan
13 Employer Data and Information Set (HEDIS);

14 13. To authorize the purchase of any insurance deemed necessary
15 for providing benefits under the plan including indemnity dental
16 plans, provided that the only indemnity health plan selected by the
17 Board shall be the indemnity plan offered by the Board, and to
18 transfer to the Board such funds as may be approved for a
19 participant electing a benefit plan offered by the Board. All
20 indemnity dental plans shall meet or exceed the following
21 requirements:

- 22 a. they shall have a statewide provider network,
- 23 b. they shall provide benefits which shall reimburse the
24 expense for the following types of dental procedures:

- 1 (1) diagnostic,
- 2 (2) preventative,
- 3 (3) restorative,
- 4 (4) endodontic,
- 5 (5) periodontic,
- 6 (6) prosthodontics,
- 7 (7) oral surgery,
- 8 (8) dental implants,
- 9 (9) dental prosthetics, and
- 10 (10) orthodontics, and

11 c. they shall provide an annual benefit of not less than
12 One Thousand Five Hundred Dollars (\$1,500.00) for all
13 services other than orthodontic services, and a
14 lifetime benefit of not less than One Thousand Five
15 Hundred Dollars (\$1,500.00) for orthodontic services;

16 14. To communicate deferred compensation programs as provided
17 in Section 1701 of this title;

18 15. To assess and collect reasonable fees from contracted
19 health maintenance organizations and third-party insurance vendors
20 to offset the costs of administration;

21 16. To accept, modify or reject elections under the plan in
22 accordance with the Oklahoma State Employees Benefits Act and 26
23 U.S.C.A., Section 1 et seq.;

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1 17. To promulgate election and claim forms to be used by
2 participants;

3 18. To adopt rules requiring payment for medical and dental
4 services and treatment rendered by duly licensed hospitals,
5 physicians and dentists. Unless the Board has otherwise contracted
6 with the out-of-state health care provider, the Board shall
7 reimburse for medical services and treatment rendered and charged by
8 an out-of-state health care provider at least at the same percentage
9 level as the network percentage level of the fee schedule
10 established by the Oklahoma Employees Insurance and Benefits Board
11 if the insured employee was referred to the out-of-state health care
12 provider by a physician or it was an emergency situation and the
13 out-of-state provider was the closest in proximity to the place of
14 residence of the employee which offers the type of health care
15 services needed. For purposes of this paragraph, health care
16 providers shall include, but not be limited to, physicians,
17 dentists, hospitals and special care facilities;

18 19. To enter into a contract with out-of-state providers in
19 connection with any PPO or hospital or medical network plan which
20 shall include, but not be limited to, special care facilities and
21 hospitals outside the borders of the State of Oklahoma. The
22 contract for out-of-state providers shall be identical to the in-
23 state provider contracts. The Board may negotiate for discounts
24 from billed charges when the out-of-state provider is not a network

1 provider and the member sought services in an emergency situation,
2 when the services were not otherwise available in the State of
3 Oklahoma or when the Administrator appointed by the Board approved
4 the service as an exceptional circumstance;

5 20. To create the establishment of external appeals procedures
6 for complaints by insured employees in the two following manners:

7 a. independent review organizations, accredited by a
8 national accrediting body, shall act as appeals bodies
9 for complaints by insured employees regarding adverse
10 benefit determinations based on:

11 (1) medical judgment,

12 (2) whether the insurer is complying with the
13 surprise billing and cost-sharing protections set
14 forth in Sections 2799A-1 and 2799A-2 of the
15 Public Health Services Act, 42 U.S.C. 201 et
16 seq., and

17 (3) a rescission in coverage,

18 b. a three-member grievance panel, which shall act as an
19 appeals body for complaints by insured employees
20 regarding all other issues.

21 The appeals procedures provided by this paragraph shall be the
22 exclusive remedies available to insured employees having complaints
23 against the insurer. The appeals procedures of the three-member
24 grievance panel shall be subject to the Oklahoma Administrative

1 Procedures Act, including provisions thereof for review of agency
2 decisions by the district court. The grievance panel shall schedule
3 a hearing within sixty (60) days from the date the grievance panel
4 receives a written request for a hearing unless the panel orders a
5 continuance for good cause shown. Upon written request by the
6 insured employee to the grievance panel and received not less than
7 ten (10) days before the hearing date, the grievance panel shall
8 cause a full stenographic record of the proceedings to be made by a
9 competent court reporter at the insured employee's expense; and

10 21. To intercept monies owing to plan participants from other
11 state agencies, when those participants in turn owe money to the
12 ~~Office of Management and Enterprise Services~~ Oklahoma Health Care
13 Authority, and to ensure that the participants are afforded due
14 process of law.

15 N. Except for a breach of fiduciary obligation, a Board member
16 shall not be individually or personally responsible for any action
17 of the Board.

18 O. The Board shall operate in an advisory capacity to the
19 ~~Office of Management and Enterprise Services~~ Oklahoma Health Care
20 Authority.

21 P. The members of the Board shall not accept gifts or
22 gratuities from an individual organization with a value in excess of
23 Ten Dollars (\$10.00) per year. The provisions of this section shall
24

1 not be construed to prevent the members of the Board from attending
2 educational seminars, conferences, meetings or similar functions.

3 SECTION 2. AMENDATORY 74 O.S. 2021, Section 1305.1, is
4 amended to read as follows:

5 Section 1305.1. (1) The ~~Director of the Office of Management~~
6 ~~and Enterprise Services~~ Chief Executive Officer (CEO) of the
7 Oklahoma Health Care Authority and the Oklahoma Employees Insurance
8 and Benefits Board shall discharge their duties with respect to the
9 Oklahoma Employees Insurance and Benefits Act, the State Employees
10 Flexible Benefits Act and the State Employees Disability Program Act
11 solely in the interest of said ~~Acts~~ acts and:

12 (a) for the exclusive purpose of:

13 (i) providing benefits to the participants and their
14 dependents, and

15 (ii) defraying reasonable expenses of administering the
16 Oklahoma Employees Insurance and Benefits Act, the
17 State Employees Flexible Benefits Act and the State
18 Employees Disability Program Act;

19 (b) with the care, skill, prudence, and diligence under the
20 circumstances then prevailing that a prudent person acting in a like
21 capacity and familiar with such matters would use in the conduct of
22 an enterprise of a like character and with like aims;

1 (c) by diversifying investments so as to minimize the risk of
2 large losses, unless under the circumstances it is clearly prudent
3 not to do so; and

4 (d) in accordance with the laws, documents and instruments
5 governing the Oklahoma Employees Insurance and Benefits Act, the
6 State Employees Flexible Benefits Act and the State Employees
7 Disability Program Act.

8 (2) The ~~Office~~ Authority may procure insurance indemnifying the
9 members of the Board and the ~~Director~~ CEO from personal loss or
10 accountability from liability resulting from action or inaction.

11 (3) The ~~Director~~ CEO may establish an investment committee.
12 The investment committee shall be composed of not more than three
13 (3) members of the Board selected by the ~~Director~~ CEO. The
14 committee shall make recommendations to the full Board on all
15 matters related to the choice of custodians and managers of the
16 assets of the ~~Office of Management and Enterprise Services~~ Oklahoma
17 Health Care Authority relating to the Oklahoma Employees Insurance
18 and Benefits Act, on the establishment of investment and fund
19 management guidelines, and in planning future investment policy.
20 The committee shall have no authority to act on behalf of the Board
21 or ~~Director~~ CEO in any circumstances whatsoever. No recommendation
22 of the committee shall have effect as an action of the Board or
23 ~~Director~~ CEO nor take effect without the approval of the Board or
24 ~~Director~~ CEO.

1 (4) ~~The Office of Management and Enterprise Service~~ Oklahoma
2 Health Care Authority, based on recommendation of the Board shall
3 retain qualified investment managers to provide for the investment
4 of the monies received by the ~~Office~~ Authority. The investment
5 managers shall be chosen by a solicitation of proposals on a
6 competitive bid basis pursuant to standards set by the Board.
7 Subject to the overall investment guidelines set by the Board, the
8 investment managers shall have full discretion in the management of
9 those monies of the ~~Office~~ Authority allocated to the investment
10 managers. The Board shall oversee the management of those monies
11 not specifically allocated to the investment managers. The monies
12 of the ~~Office~~ Authority allocated to the investment managers shall
13 be actively managed by the investment managers, which may include
14 selling investments and realizing losses if such action is
15 considered advantageous to longer term return maximization. Because
16 of the total return objective, no distinction shall be made for
17 management and performance evaluation purposes between realized and
18 unrealized capital gains and losses.

19 (5) Funds and revenues for investment by the investment
20 managers or the ~~Office of Management and Enterprise Services~~
21 Oklahoma Health Care Authority shall be placed with a custodian
22 recommended by the Board. The custodian shall be a bank or trust
23 company offering pension fund master trustee and master custodial
24 services. The custodian shall be chosen by a solicitation of

1 proposals on a competitive bid basis pursuant to standards set by
2 the Board. In compliance with the investment policy guidelines of
3 the Board, the custodian bank or trust company shall be
4 contractually responsible for ensuring that all monies of the ~~Office~~
5 Authority are invested in income-producing investment vehicles at
6 all times. If a custodian bank or trust company has not received
7 direction from the investment managers of the ~~Office~~ Authority as to
8 the investment of the monies of the ~~Office~~ Authority in specific
9 investment vehicles, the custodian bank or trust company shall be
10 contractually responsible to the ~~Office~~ Authority for investing the
11 monies in appropriately collateralized short-term interest-bearing
12 investment vehicles.

13 (6) Prior to August 1 of each year, the Board shall develop a
14 written investment plan for the monies received by the ~~Office~~
15 Authority.

16 (7) The Administrator shall compile annual financial statements
17 of all the activity of the ~~Office~~ Authority on a calendar year
18 basis. The financial statements shall be compiled pursuant to
19 accounting principles generally accepted in the United States. The
20 report shall include several relevant measures of investment value,
21 including acquisition cost and current fair market value with
22 appropriate summaries of total holdings and returns. The report
23 shall contain combined and individual rate of returns of the
24 investment managers by category of investment, over periods of time.

1 The report shall be distributed to the Board and the ~~Director of the~~
2 ~~Office of Management and Enterprise Services~~ CEO of the Oklahoma
3 Health Care Authority.

4 SECTION 3. AMENDATORY 74 O.S. 2021, Section 1306.1, is
5 amended to read as follows:

6 Section 1306.1. A. The ~~Office of Management and Enterprise~~
7 ~~Services~~ Oklahoma Health Care Authority shall have the right of
8 subrogation to recover any payments made for injury to an employee
9 or dependent caused by a third party's wrongful act or negligence.
10 The ~~Office~~ Authority shall have the authority to waive or reduce
11 subrogation in individual cases when the exercise of the right of
12 subrogation would create an extreme financial hardship on the
13 employee or dependent.

14 B. Subrogation will exist only to the extent of actual claims
15 paid.

16 C. If an employee or dependent has prejudiced the ~~Office's~~
17 Authority's right of subrogation by releasing the responsible party
18 prior to submitting claims to the ~~Office~~ Authority, the claims may
19 be denied by the ~~Office~~ Authority. If claims are submitted and paid
20 after the employee or dependent has released the responsible party,
21 the ~~Office~~ Authority shall be entitled to bring an action against
22 the employee, dependent, or their assignees, for any such claims
23 paid and for additional costs incurred by the ~~Office~~ Authority

24

1 including, but not limited to: interest, administrative and
2 adjudicative costs, and attorney fees.

3 SECTION 4. AMENDATORY 74 O.S. 2021, Section 1306.6, is
4 amended to read as follows:

5 Section 1306.6. The ~~Director of the Office of Management and~~
6 ~~Enterprise Services~~ Chief Executive Officer of the Oklahoma Health
7 Care Authority, in accordance with administering the Medical Expense
8 Liability Revolving Fund pursuant to Section 746.1 of Title 19 of
9 the Oklahoma Statutes, shall employ, appoint, or otherwise designate
10 the necessary personnel to carry out the duties of the fund.

11 SECTION 5. AMENDATORY 74 O.S. 2021, Section 1307, is
12 amended to read as follows:

13 Section 1307. A. The specifications drawn by the ~~Office of~~
14 ~~Management and Enterprise Services~~ Oklahoma Health Care Authority
15 for the ~~Health Insurance Plan~~ health insurance plan shall provide
16 for comprehensive hospital medical and surgical benefits. The
17 ~~Health Insurance Plan~~ health insurance plan may limit coverage for a
18 particular illness, disease, injury or condition; but, except for
19 such limits, shall not exclude or limit particular services or
20 procedures that can be provided for the diagnosis and treatment of
21 an illness, disease, injury or condition, so long as the services
22 and procedures provided are of sound efficacy, are medically
23 necessary, and fall within the licensed scope of practice of the
24 practitioner providing same. The ~~Health Insurance Plan~~ health

1 insurance plan may contract with providers for specific services
2 based on levels of outcomes defined by the ~~Office~~ Authority and
3 achieved by the provider. The ~~Health Insurance Plan~~ health
4 insurance plan may provide for the application of deductibles and
5 copayment or coinsurance provisions that are based on contracts with
6 providers for specific services based on levels of outcomes or cost.

7 B. The ~~Life Insurance Plan~~ life insurance plan shall include
8 Accidental Death and Dismemberment Benefits and additional optional
9 life insurance coverage.

10 SECTION 6. AMENDATORY 74 O.S. 2021, Section 1307.1, is
11 amended to read as follows:

12 Section 1307.1. No employee or dependent who participates in ~~an~~
13 ~~HMO~~ a health maintenance organization (HMO) through the Oklahoma
14 Employees Insurance and Benefits Act shall be denied the right of
15 changing the primary care physician to any other primary care
16 physician within the HMO. The employee or dependent shall notify
17 the HMO in writing of any change in the choice of primary care
18 physician forty-five (45) days in advance of the change by certified
19 mail with return receipt requested. Any such change in a primary
20 care physician shall not be subject to the approval of the HMO, the
21 ~~Office of Management and Enterprise Services~~ Oklahoma Health Care
22 Authority or state agency.

23 SECTION 7. AMENDATORY 74 O.S. 2021, Section 1307.2, is
24 amended to read as follows:

1 Section 1307.2. On and after November 1, 1996, the ~~Office of~~
2 ~~Management and Enterprise Services~~ Oklahoma Health Care Authority
3 shall include coverage for equipment, supplies and related services
4 for the treatment of Type I, Type II, and gestational diabetes as
5 provided by and pursuant to the provisions of Section 6060.2 of
6 Title 36 of the Oklahoma Statutes.

7 SECTION 8. AMENDATORY 74 O.S. 2021, Section 1307.3, is
8 amended to read as follows:

9 Section 1307.3. Unless the ~~Office of Management and Enterprise~~
10 ~~Services~~ Oklahoma Health Care Authority has otherwise contracted
11 with an out-of-state provider, the ~~Office~~ Authority shall pay for
12 medical services and treatment rendered by an out-of-state provider
13 at the same level paid to an in-state provider if the insured was
14 referred to the out-of-state provider by a physician or it was an
15 emergency situation and the out-of-state provider which offers the
16 type of services needed is the closest provider in proximity to the
17 place of residence of the employee.

18 SECTION 9. AMENDATORY 74 O.S. 2021, Section 1308, is
19 amended to read as follows:

20 Section 1308. (1) Any employee eligible for membership in the
21 ~~Health Insurance Plan~~ health insurance plan, ~~Dental Insurance Plan~~
22 dental insurance plan or ~~Life Insurance Plan~~ life insurance plan
23 upon its effective date shall be enrolled in the plan unless the
24 employee elects not to be enrolled within thirty (30) days of the

1 effective dates. The employee shall be advised of ~~Health~~
2 ~~Maintenance Organization~~ health maintenance organization (HMO)
3 prepaid plans available as an alternative to the state self-insured
4 ~~Health Insurance Plan~~ health insurance plan. The ~~Office of~~
5 ~~Management and Enterprise Services~~ Oklahoma Health Care Authority
6 shall establish the procedure by which eligible employees not
7 electing to be enrolled initially in the ~~Health Insurance Plan~~
8 health insurance plan, ~~Dental Insurance Plan~~ dental insurance plan
9 or ~~Life Insurance Plan~~ life insurance plan may be subsequently
10 enrolled.

11 (2) Any eligible employee who is employed after the effective
12 dates of the ~~Health Insurance Plan~~ health insurance plan, ~~Dental~~
13 ~~Insurance Plan~~ dental insurance plan and ~~Life Insurance Plan~~ life
14 insurance plan or HMO plans approved by the ~~Office~~ Authority may
15 become enrolled on the first day of the second month of employment.

16 SECTION 10. AMENDATORY 74 O.S. 2021, Section 1308.1, is
17 amended to read as follows:

18 Section 1308.1. (1) An educational entity may extend the
19 benefits of the health insurance plan, the dental insurance plan,
20 and the life insurance plan to education employees employed by the
21 entity. The benefits of the plans for an education employee shall
22 be the same and shall include the same plan options as would be made
23 available to a state employee participating in the plan that resided
24 at the same location. Notwithstanding the provisions of Section

1 1308.2 of this title, a period shall exist for enrolling education
2 entities from April 1, 1989 through October 1, 1991, whereby
3 education employees of a participating education entity may be
4 enrolled, pursuant to this act, during the entities' initial
5 enrollment period, regardless of preexisting conditions. The ~~Office~~
6 ~~of Management and Enterprise Services~~ Oklahoma Health Care Authority
7 shall adopt rules and regulations for enrollment by which education
8 entities may apply to participate in the insurance plans. Once an
9 education entity becomes a participant in the health and dental
10 insurance plans offered through the Oklahoma Employees Insurance and
11 Benefits Act, the education entity may withdraw from participation,
12 in a manner prescribed by the ~~Office~~ Authority. If a school
13 district is participating in the health and dental insurance plans
14 pursuant to the Oklahoma Employees Insurance and Benefits Act,
15 Sections 1301 through ~~1329.1~~ 1329 of this title, the employees of
16 the school district who are eligible to participate in the health
17 and dental plans, at such time as the school district may withdraw
18 from such participation, may require the board of education of the
19 school district to call an election to allow the employees to vote
20 as to whether the school district shall continue participation in
21 the health and dental insurance plans offered through the Oklahoma
22 Employees Insurance and Benefits Act. Upon the filing with the
23 board of education of a petition calling for such an election which
24 is signed by no less than thirty percent (30%) of the eligible

1 employees of the school district, the board of education shall call
2 an election for the purpose of determining whether the school
3 district shall continue participation in the health and dental
4 insurance plans offered through the Oklahoma Employees Insurance and
5 Benefits Act. The election shall be held within thirty (30) days of
6 the filing of the petition. If a majority of those eligible
7 employees voting at the election vote to continue participation in
8 the health and dental insurance plans offered through the Oklahoma
9 Employees Insurance and Benefits Act, the board of education shall
10 be prohibited from withdrawing the school district from such
11 participation. If a majority of those eligible employees voting at
12 the election vote against continued participation in the health and
13 dental insurance plans offered through the Oklahoma Employees
14 Insurance and Benefits Act, the board of education of the school
15 district shall apply to discontinue such participation within thirty
16 (30) days of the election and within the times the school district
17 is authorized to withdraw from participation in accordance with
18 rules established for withdrawal by the ~~Office~~ Authority.

19 (2) Except as otherwise provided in this subsection, when an
20 education entity participates in the health and dental insurance
21 plans offered through the Oklahoma Employees Insurance and Benefits
22 Act, all employees shall be advised of ~~Health Maintenance~~
23 ~~Organizations~~ health maintenance organizations (HMO) prepaid plans
24 available as an alternative to the state self-insured health

1 insurance plan. Eligible part-time education employees, at the
2 option of the employee, may enroll in the plans either at the time
3 the education entity begins participation in the plans or, if later,
4 upon a showing of insurability to the satisfaction of the ~~Office~~
5 Authority.

6 (3) Any employee of an education entity participating in the
7 health and dental insurance plans offered through the Oklahoma
8 Employees Insurance and Benefits Act who is employed after the
9 education entity began said participation may be enrolled in the
10 health and dental insurance plans or HMO plans approved by the
11 ~~Office~~ Authority on the first day of the second month of employment.

12 (4) Upon initial enrollment of an institution of higher
13 education to participate in the health and dental insurance plans
14 offered through the Oklahoma Employees Insurance and Benefits Act,
15 all individuals presently insured by said institution's present
16 group health insurance plan shall become enrolled in said state
17 plans for the remaining period of said institution's contractual
18 liabilities.

19 (5) Education employees who shall be absent from the teaching
20 service because of election or appointment as a local, state, or
21 national education association officer shall be allowed to retain
22 coverage pursuant to the Oklahoma Employees Insurance and Benefits
23 Act upon the payment of the full cost of the coverage at the rate
24

1 and under such terms and conditions established by the ~~Office~~
2 Authority.

3 (6) Except as otherwise provided by law, an educational entity
4 may cease to participate in the Oklahoma Employees Insurance and
5 Benefits Act but provide health insurance coverage through another
6 insurance carrier. The subsequent carrier shall provide coverage to
7 the employees of the educational entity who terminated employment
8 with a retirement benefit, with a vested benefit, or who have ten
9 (10) or more years of service with a participating educational
10 entity but did not have a vested benefit through the retirement
11 system of the educational entity, if the election to retain health
12 insurance coverage was made within thirty (30) days of termination
13 of employment. Coverage shall also be provided to the eligible
14 dependents of the employees if an election to retain coverage is
15 made within thirty (30) days of termination of employment.

16 SECTION 11. AMENDATORY 74 O.S. 2021, Section 1309, is
17 amended to read as follows:

18 Section 1309. A. Any eligible employee may elect to have a
19 dependent or dependents of the employee covered by the ~~Health~~
20 ~~Insurance Plan~~ health insurance plan and ~~Dental Insurance Plan~~
21 dental insurance plan or by any available ~~Health Maintenance~~
22 ~~Organization~~ health maintenance organization (HMO) approved by the
23 ~~Office of Management and Enterprise Services~~ Oklahoma Health Care
24 Authority. The employee may elect to cover all dependent children

1 and not elect to cover the spouse of the employee. Such election
2 shall be made at the time the employee becomes enrolled in the Plan,
3 under such procedures as the ~~Office~~ Authority may establish. If
4 dependent coverage is not elected or if the employee elects to cover
5 all dependent children and not the spouse of the employee at the
6 time an employee becomes enrolled in the Plan, dependent coverage or
7 coverage for the spouse cannot be elected until the next enrollment
8 period or until a qualifying event has occurred as established by
9 the ~~Office~~ Authority. Such subsequent election of dependent
10 coverage shall be made under such conditions as the ~~Office~~ Authority
11 may impose. If electing not to cover the spouse, the employee shall
12 submit a statement signed by both the employee and the spouse
13 acknowledging their choice not to provide insurance coverage for the
14 spouse under the ~~Health Insurance Plan~~ health insurance plan and
15 ~~Dental Insurance Plan~~ dental insurance plan or approved HMO plans.

16 B. Any employee with dependent coverage, as provided in this
17 section, who has a change in the number of dependents may at the
18 time of such change increase or decrease the number of dependents
19 covered by the ~~Health Insurance Plan~~ health insurance plan and
20 ~~Dental Insurance Plan~~ dental insurance plan or approved HMO plans,
21 under procedures established by the ~~Office~~ Authority.

22 C. Any employee who has no eligible dependents at the time the
23 employee becomes enrolled may elect dependent coverage at the time
24

1 the dependency status of the employee changes under procedures
2 established by the ~~Office~~ Authority.

3 SECTION 12. AMENDATORY 74 O.S. 2021, Section 1310.1, is
4 amended to read as follows:

5 Section 1310.1. A. If a certified employee elects health care
6 coverage under a plan offered by a school district, including a plan
7 offered by the ~~Office of Management and Enterprise Services~~ Oklahoma
8 Health Care Authority or a self-insured plan offered by the school
9 district, then a school district shall pay no less than one hundred
10 percent (100%) of the premium amount for the HealthChoice (HI)
11 option plan for an individual offered by the ~~Office~~ Authority.

12 The amount a school district is required to pay pursuant to this
13 subsection shall be reduced by the flexible benefit allowance
14 provided for in Section 26-105 of Title 70 of the Oklahoma Statutes.

15 B. The premium for education entities that participate in the
16 health and dental insurance plans offered through the Oklahoma
17 Employees Insurance and Benefits Act shall be the same as paid by
18 state agencies for said plans.

19 C. All education entities that participate in the insurance
20 plans offered through the Oklahoma Employees Insurance and Benefits
21 Act shall forward the appropriate premiums for each employee to the
22 ~~Office~~ Authority no later than the tenth day of each month following
23 the month for which payment is due. Nothing shall prohibit a school
24

1 district from forwarding appropriate premiums to the ~~Office~~
2 Authority prior to the month for which payment is due.

3 SECTION 13. AMENDATORY 74 O.S. 2021, Section 1310.2, is
4 amended to read as follows:

5 Section 1310.2. A school district shall pay fifty percent (50%)
6 of the cost of the individual health care premium amount for school
7 district employees who are not otherwise covered pursuant to Section
8 1310.1 of this title or Section 26-105 of Title 70 of the Oklahoma
9 Statutes, if such employee elects health care coverage under a plan
10 offered by a school district, including a plan offered by the ~~Office~~
11 ~~of Management and Enterprise Services~~ Oklahoma Health Care Authority
12 or a self-insured plan offered by the school district.

13 SECTION 14. AMENDATORY 74 O.S. 2021, Section 1311, is
14 amended to read as follows:

15 Section 1311. The amount of monthly contribution to be made by
16 employees enrolled in the ~~Insurance Plans~~ insurance plans shall be
17 deducted from the monthly salaries of such employees and remitted to
18 the ~~Office of Management and Enterprise Services~~ Oklahoma Health
19 Care Authority. The procedure for such deductions and remittances
20 shall be established by the ~~Director~~ Chief Executive Officer of the
21 Oklahoma Health Care Authority.

22 SECTION 15. AMENDATORY 74 O.S. 2021, Section 1311.1, is
23 amended to read as follows:

24

1 Section 1311.1. The amount of monthly contribution to be made
2 by persons who are drawing disability benefits under Section 1331 et
3 seq. of this title and who are enrolled in the ~~Insurance Plans~~
4 insurance plans shall be deducted from the monthly disability
5 benefits of such persons and remitted to the ~~Office of Management~~
6 ~~and Enterprise Services~~ Oklahoma Health Care Authority. The
7 procedures for such deductions and remittances shall be established
8 by the ~~Office~~ Authority.

9 SECTION 16. AMENDATORY 74 O.S. 2021, Section 1312, is
10 amended to read as follows:

11 Section 1312. (1) Except as otherwise provided by law, all
12 employee and employer contributions, appropriations and dividend
13 payments related to the health and dental plans administered by the
14 ~~Director of the Office of Management and Enterprise Services~~ Chief
15 Executive Officer of the Oklahoma Health Care Authority shall be
16 deposited in a fund in the State Treasury which is hereby created
17 and which shall be known as the Health and Dental Insurance Reserve
18 Fund. The money in such fund shall be invested by the Oklahoma
19 Employees Insurance and Benefits Board in the manner specified in
20 Section 1305.1 of this title. Investment income of the fund shall
21 be added to the fund. Money payable to the claims administrator and
22 all expenses in connection with the plans shall be paid from the
23 fund. The Board shall have responsibility for management of the
24 fund.

1 (2) All monies in the Health and Dental Insurance Reserve Fund
2 that are reserves for the life insurance plan administered by the
3 ~~Office Authority~~ shall be transferred to the Life Insurance Reserve
4 Fund on July 1, 1989.

5 SECTION 17. AMENDATORY 74 O.S. 2021, Section 1312.1, is
6 amended to read as follows:

7 Section 1312.1. There is hereby created in the State Treasury a
8 Revolving Fund for the Oklahoma Employees Insurance and Benefits
9 Plan. The revolving fund shall consist of funds transferred from
10 the Health and Dental Insurance Reserve Fund and the Life Insurance
11 Reserve Fund for operational expenses of the ~~State Health and Life~~
12 ~~Insurance Plan~~ state health and life insurance plan and monies
13 assessed from or collected for and due a ~~Health Maintenance~~
14 ~~Organization~~ health maintenance organization (HMO) as approved by
15 the ~~Office of Management and Enterprise Services~~ Oklahoma Health
16 Care Authority. Expenditures from said funds shall be made pursuant
17 to the laws of the state and statutes relating to the ~~Plan~~ plan.
18 This revolving fund shall be a continuing fund, not subject to
19 fiscal year limitations, and shall be under the control and
20 management of the ~~Office~~ Authority.

21 SECTION 18. AMENDATORY 74 O.S. 2021, Section 1312.2, is
22 amended to read as follows:

23 Section 1312.2. (1) There is hereby created in the State
24 Treasury, the Life Insurance Reserve Fund. Except as otherwise

1 provided by law, all contributions, appropriations, transfers,
2 dividend payments, and investment income of the fund received from
3 or for the benefit of the life insurance plan administered by the
4 ~~Office of Management and Enterprise Services~~ Oklahoma Health Care
5 Authority shall be deposited in the reserve fund.

6 The monies in said reserve fund shall be invested by the
7 Oklahoma Employees Insurance and Benefits Board in the manner
8 specified in Section 1305.1 of this title. The Board shall have
9 responsibility for management of the fund.

10 Money payable to the claims administrator and all expenses in
11 connection with the life insurance plan shall be paid from the
12 reserve fund.

13 (2) All monies in the Life Insurance Reserve Fund that are
14 reserves for the health and dental plans administered by the ~~Office~~
15 ~~of Management and Enterprise Services~~ Oklahoma Health Care Authority
16 shall be transferred to the Health and Dental Insurance Reserve Fund
17 on July 1, 1989.

18 SECTION 19. AMENDATORY 74 O.S. 2021, Section 1312.3, is
19 amended to read as follows:

20 Section 1312.3. There is hereby created in the State Treasury,
21 the Oklahoma Employees Insurance and Benefits Clearing Fund. The
22 monies paid to the Oklahoma Employees Insurance and Benefits
23 Clearing Fund pursuant to Section 1310 of this title shall be
24 distributed as follows:

1 1. The first Thirty-one Million Five Hundred Thousand Dollars
2 (\$31,500,000.00) received after ~~the effective date of this act~~ July
3 1, 1991, during the fiscal year beginning July 1, 1996, shall be
4 distributed to the Oklahoma State Regents for Higher Education; and

5 2. The balance thereof shall be distributed to and deposited in
6 the appropriate reserve fund as directed by the ~~Office of Management~~
7 ~~and Enterprise Services~~ Oklahoma Health Care Authority.

8 SECTION 20. AMENDATORY 74 O.S. 2021, Section 1314.3, is
9 amended to read as follows:

10 Section 1314.3. (1) All otherwise eligible employees hired by
11 the Oklahoma Employment Security Commission after ~~the effective date~~
12 ~~of this act~~ May 30, 1990, shall participate in the ~~State Plan~~ state
13 plan and shall not be entitled to the supplemental health insurance
14 for which provision is made in ~~this act~~ the Oklahoma Employees
15 Insurance and Benefits Act nor to any other Commission benefit plan
16 not generally available to state employees, and no other provisions
17 of this act shall apply to such future hirees.

18 (2) All otherwise eligible Commission employees not
19 participating in the ~~Agency Plan~~ agency plan as of ~~the effective~~
20 ~~date of this act~~ May 30, 1990, shall be enrolled in the ~~State Plan~~
21 state plan on July 1, 1990. Said nonparticipating Commission
22 employees shall not be entitled to the supplemental health insurance
23 for which provision is made in this act.

1 (3) All Commission employees, retirees and dependents
2 participating in the ~~Agency Plan~~ agency plan as of ~~the effective~~
3 ~~date of this act~~ May 30, 1990, shall be permitted to transfer to the
4 ~~State Plan~~ state plan and receive the supplemental insurance
5 benefits for which provision is made in Section 1314.4 of this title
6 at such time as the supplemental insurance is available. If not
7 sooner transferred, all ~~Agency Plan~~ agency plan participants shall
8 be transferred to the ~~State Plan~~ state plan on January 1, 1991.
9 Such mandatory transfer shall occur simultaneously with any
10 cancellation by the insurance provider of the ~~Agency Plan~~ agency
11 plan, occurring prior to January 1, 1991.

12 (4) All Commission employees, retirees and dependents enrolling
13 in or transferring to the ~~State Plan~~ state plan under the provisions
14 of this section shall be given the opportunity to participate in all
15 options under the ~~State Plan~~ state plan at the time of their
16 enrollment or transfer.

17 (5) For active employees of the Commission, the Commission
18 shall pay the same monthly premium toward employee-only coverage as
19 that set by the Oklahoma Health Care Authority and approved by the
20 Office of Management and Enterprise Services and paid by the other
21 state agencies participating in the state health insurance program.
22 For retirees of the Commission who retired pursuant to the
23 provisions of the Oklahoma Public Employees Retirement System, the
24 Oklahoma Public Employees Retirement System shall pay the same

1 monthly contribution towards premiums for regular or Medicare
2 supplement health insurance coverage for those retirees as the
3 amount paid towards the premiums for the Oklahoma Public Employees
4 Retirement System retirees from other agencies. For retirees of the
5 Commission who retired under the provisions of another retirement
6 plan, the Commission shall pay the same monthly contribution towards
7 premiums for regular or Medicare supplement health insurance
8 coverage for those retirees as the amount paid towards premiums by
9 the Oklahoma Public Employees Retirement System for retirees of
10 other state agencies.

11 (6) Except as provided in this subsection, employees and
12 retirees of the Commission, and their dependents, shall be covered
13 under the dental and life insurance plans provided by the ~~Office of~~
14 ~~Management and Enterprise Services~~ Oklahoma Health Care Authority
15 pursuant to the same provisions and premiums as apply to the
16 employees and retirees of other state agencies. Employees and
17 retirees may elect to keep their present agency offered life
18 insurance, in addition to the state life insurance. Any employee
19 who elects to keep their agency offered life insurance shall pay the
20 premium for the life insurance provided pursuant to the Oklahoma
21 Employees Insurance and Benefits Act. Any Commission retiree who
22 elects to participate in the life insurance program provided
23 pursuant to the Oklahoma Employees Insurance and Benefits Act shall
24 pay the premium for such coverage.

1 (7) In the event that the agency offered life insurance plan is
2 canceled by the insurer offering it, the Commission shall contract
3 with the ~~Office~~ Authority for replacement coverage equal to that
4 lost by said cancellation. The ~~Office~~ Authority is expressly
5 authorized and directed to enter into such a contract. The
6 Commission and the participants shall pay the full actuarial costs
7 and all reasonable administrative costs for such coverage. Said
8 actuarial and administrative costs shall be divided between the
9 Commission and the participants in the same ratio as premiums are
10 now divided for the agency offered life insurance. The ~~Office~~
11 Authority shall maintain separate reserves for said coverage. On
12 January 1, 2005, the Commission shall convert the agency offered
13 life insurance to the life insurance plans provided by the ~~Office~~
14 Authority pursuant to the same provisions and premiums as apply to
15 the employees and retirees of other state agencies. The Commission
16 may offer eligible employees an opportunity to voluntarily
17 relinquish their agency life insurance upon a payment to the
18 eligible employee, provided funds exist to do so.

19 SECTION 21. AMENDATORY 74 O.S. 2021, Section 1314.5, is
20 amended to read as follows:

21 Section 1314.5. A. The Oklahoma Employment Security Commission
22 shall attempt to obtain the supplemental health insurance described
23 in Section 1314.4 of this title through competitive procurement
24 under The Central Purchasing Act. If the Commission does not obtain

1 such supplemental health insurance in this manner, it shall contract
2 with the ~~Office of Management and Enterprise Services~~ Oklahoma
3 Health Care Authority for such coverage or the Commission may
4 provide the supplemental health insurance through a self-insurance
5 program.

6 B. If the Commission decides to contract with the ~~Office~~
7 Authority for the supplemental health insurance coverage, the ~~Office~~
8 Authority is expressly authorized and directed to enter into such a
9 contract and administer the supplemental benefit in such manner to
10 cause the least disruption to its systems and daily operations. The
11 supplemental benefit does not have to be offered as a supplemental
12 plan but can be combined with the state plan to be administered and
13 actuarially rated as a single plan. If this option is chosen, all
14 dependents of employees or former employees currently eligible for
15 the supplemental health insurance shall be included in the plan,
16 regardless of whether or not the dependents were previously included
17 in the plan, and this subsection will prevail over the provisions of
18 Section 1314.3 of this title. The Commission shall pay the full
19 actuarial cost to be determined by the ~~Office~~ Authority and all
20 reasonable administrative costs for such coverage, if provided by or
21 through the ~~Office~~ Authority. The ~~Office~~ Authority may consider the
22 utilization experience of the group participating in the benefit
23 when calculating the rate for providing the benefit. The ~~Office~~
24 Authority shall maintain separate reserves for said coverage.

1 C. If the Commission decides to provide supplemental health
2 insurance through a self-insurance program, the Commission shall be
3 authorized to contract with a private company to provide claims
4 adjusting services for the supplemental health insurance claims
5 adjusting and processing.

6 SECTION 22. AMENDATORY 74 O.S. 2021, Section 1315, is
7 amended to read as follows:

8 Section 1315. A. Upon application in writing and subject to
9 any underwriting criteria that may be established by the ~~Office of~~
10 ~~Management and Enterprise Services~~ Oklahoma Health Care Authority,
11 the ~~Office~~ Authority may extend the benefits of the Oklahoma
12 Employees Insurance and Benefits Plans to employees who are employed
13 in positions requiring actual performance of duty during not less
14 than one thousand (1,000) hours per year and to all full-time
15 employees of:

- 16 1. Any of the following groups which participate in the
17 Oklahoma Public Employees Retirement System:
- 18 a. county,
 - 19 b. city,
 - 20 c. town,
 - 21 d. public trust for which the state is the primary
22 beneficiary, or
 - 23 e. conservation districts; and
- 24 2. Any of the following groups:

- 1 a. county hospital,
- 2 b. rural water district, including employees and board
- 3 members,
- 4 c. sewer district,
- 5 d. gas district,
- 6 e. solid waste management district,
- 7 f. nonprofit water corporation employees and board
- 8 members,
- 9 g. conservancy district or master conservancy district
- 10 authorized by the provisions of Section 541 of Title
- 11 82 of the Oklahoma Statutes,
- 12 h. voluntary organization of Oklahoma local government
- 13 jurisdictions listed in Section 2003 of Title 62 of
- 14 the Oklahoma Statutes including any council created by
- 15 the voluntary organizations,
- 16 i. voluntary association designated to administer the
- 17 County Government Council as authorized in Section 7
- 18 of Title 19 of the Oklahoma Statutes,
- 19 j. statewide nonprofit entities representing employees of
- 20 the state or employees of local political subdivisions
- 21 who are eligible for insurance benefits authorized by
- 22 the provisions of the Oklahoma Employees Insurance and
- 23 Benefits Act, or
- 24

1 k. statewide nonprofit entities receiving state funds to
2 provide no cost legal services to low income and
3 senior citizens.

4 B. Applications to participate in the Oklahoma Employees
5 Insurance and Benefits Plans shall be approved by majority action of
6 the governing body of the groups listed in subsection A of this
7 section.

8 C. Groups listed in subsection A of this section participating
9 in the Oklahoma Employees Insurance and Benefits Plans shall pay all
10 costs attributable to their participation. The benefits of said
11 plans for a participant provided coverage pursuant to this section
12 shall be the same and shall include the same plan options as would
13 be made available to a state employee participating in the plan that
14 resided at the same location. The premium for participating groups
15 listed in subsection A of this section shall be the same as paid by
16 state and education employees.

17 D. Participating groups listed in subsection A of this section
18 shall not be required to offer dental insurance as defined in
19 paragraph ~~11~~ 12 of Section 1303 of this title, or other insurance as
20 defined in paragraph ~~12~~ 13 of Section 1303 of this title. However,
21 if dental insurance or any other insurance is offered, it must be
22 provided to all eligible employees. If an employee retires and
23 begins to receive benefits from the Oklahoma Public Employees
24 Retirement System or terminates service and has a vested benefit

1 with the Oklahoma Public Employees Retirement System, the employee
2 may elect, in the manner provided in Section 1316.2 of this title,
3 to participate in the dental insurance plan offered through the
4 Oklahoma Employees Insurance and Benefits Act within thirty (30)
5 days from the date of termination of employment. The employee shall
6 pay the full cost of the dental insurance.

7 E. 1. Any employee of a group listed in subsection A of this
8 section who retires or who has a vested benefit pursuant to the
9 Oklahoma Public Employees Retirement System may begin the health
10 insurance coverage if the employer of the employee is not a
11 participant of the Oklahoma Employees Insurance and Benefits Act and
12 does not offer health insurance to its employees. Such election by
13 the employee to begin coverage shall be made within thirty (30) days
14 from the date of termination of service.

15 2. Any employee of a group listed in subsection A of this
16 section who retires or who has a vested benefit pursuant to the
17 Oklahoma Public Employees Retirement System may begin or continue
18 the health insurance coverage if the employer of the employee is a
19 participant of the Oklahoma Employees Insurance and Benefits Act and
20 the election to begin or continue coverage is made within thirty
21 (30) days from the date of termination of service.

22 F. Any county, city, town, county hospital, public trust,
23 conservation district, or rural water, sewer, gas or solid waste
24 management district, or nonprofit water corporation, any of which of

1 the aforementioned groups is not a participating employer in the
2 Oklahoma Public Employees Retirement System, but which has employees
3 who are participating in the health, dental or life insurance plans
4 offered by or through the Oklahoma Employees Insurance and Benefits
5 Act on July 1, 1997, may continue to allow its current and future
6 employees to participate in such health, dental or life insurance
7 plans. Participation of such employees may also continue following
8 termination of employment if the employee has completed at least
9 eight (8) years of service with a participating employer and such an
10 election to continue in force is made within thirty (30) days
11 following termination of employment. Any retiree or terminated
12 employee electing coverage pursuant to this section shall pay the
13 full cost of the insurance.

14 G. An employee of a group listed in paragraph 2 of subsection A
15 of this section may continue in force health, dental and life
16 insurance coverage following termination of employment if the
17 employee has a minimum of eight (8) years of service with a
18 participating employer and the election to continue in force is made
19 within thirty (30) calendar days following termination of
20 employment.

21 H. Notwithstanding other provisions in this section, an
22 employer listed in subsection A of this section may cease to
23 participate in the Oklahoma Employees Insurance and Benefits Act but
24 provide health insurance coverage for its current and former

1 employees through another insurance carrier. The subsequent carrier
2 shall be responsible for providing coverage to the entity's
3 employees who terminated employment with a retirement benefit, with
4 a vested benefit, or who have eight (8) or more years of service
5 with a participating employer but did not have a vested benefit
6 through the Oklahoma Public Employees Retirement System, if the
7 election to retain health insurance coverage was made within thirty
8 (30) days of termination of employment. Coverage shall also be
9 provided to the eligible dependents of the employees if an election
10 to retain coverage is made within thirty (30) days of termination of
11 employment. Employees who terminate employment from an employer
12 covered by this ~~paragraph~~ subsection before December 31, 2001, and
13 elect coverage under the Oklahoma Employees Insurance and Benefits
14 Act, shall not be required to change insurance carriers in the event
15 that the employer changes its insurance carrier to a subsequent
16 carrier. The provisions of this subsection shall become effective
17 January 1, 2002.

18 I. Employers pursuant to subsection A of this section who
19 participate in the Oklahoma Public Employees Retirement System and
20 who offer health insurance coverage to their active employees, shall
21 offer health insurance coverage to those employees who retire from
22 the employer and also to those employees who terminate employment
23 and are eligible to elect a vested benefit in the System. Such
24 employers shall begin offering coverage to such employees on or

1 before January 1, 2004. Such employees who wish to continue
2 coverage shall make an election to retain health insurance coverage
3 within thirty (30) days of termination of employment. However,
4 former employees of such employers who have already retired or who
5 have terminated and are eligible to elect a vested benefit under the
6 Oklahoma Public Employees Retirement System, during the period
7 beginning January 1, 2002, and ending December 31, 2003, may make an
8 election to begin participation in the plans offered by the ~~Office~~
9 Authority on or before December 31, 2003, in the same manner as
10 other participating retired or vested members. The employer,
11 assisted by the Oklahoma Public Employees Retirement System shall
12 notify by October 1, 2003, all members who have either retired from
13 the System or who are eligible to elect a vested benefit in the
14 System between January 1, 2002, through December 31, 2003, and who
15 were employed by an employer listed in subsection A of this section
16 of the member's potential eligibility to participate in such plans.
17 Each employer shall notify the Oklahoma Public Employees Retirement
18 System when an employee is retiring and makes the election pursuant
19 to this subsection to continue coverage under a plan offered by such
20 employer and when an employee terminates employment and is eligible
21 to elect a vested benefit in the System and such employee elects to
22 continue coverage under a plan offered by such employer. Such
23 employer shall also notify the Oklahoma Public Employees Retirement
24

1 System if a retired employee or an employee who is eligible to elect
2 a vested benefit in the System terminates such continued coverage.

3 J. Any group that begins participation in the Oklahoma
4 Employees Insurance and Benefits Plans after ~~the effective date of~~
5 ~~this act~~ March 17, 1970, and that is not composed of state or
6 education employees must have one hundred percent (100%)
7 participation in the health plan offered pursuant to the Oklahoma
8 Employees Insurance and Benefits Act.

9 SECTION 23. AMENDATORY 74 O.S. 2021, Section 1315.1, is
10 amended to read as follows:

11 Section 1315.1. Upon election and application by the secretary
12 of a county election board and subject to any underwriting criteria
13 that may be established by the ~~Office of Management and Enterprise~~
14 ~~Services~~ Oklahoma Health Care Authority, the ~~Office~~ Authority shall
15 extend the benefits of the Oklahoma Employees Insurance and Benefits
16 Plans to the secretary of each county election board, if the county
17 in which the secretary serves is not participating in such plans.

18 SECTION 24. AMENDATORY 74 O.S. 2021, Section 1316.1, is
19 amended to read as follows:

20 Section 1316.1. A. Any person who retires or who has elected
21 to receive a vested benefit under the provisions of the State of
22 Oklahoma retirement systems or persons who are currently drawing
23 disability benefits under Section 1331 et seq. of this title or who
24 meet each and every requirement of the State Employees Disability

1 Program or the spouse or dependent of any such employee may continue
2 in force the life insurance benefits authorized by ~~this act~~ the
3 Oklahoma Employees Insurance Benefits Act in a face amount of not
4 less than one-fourth (1/4) of the basic life insurance amount, if
5 such election to continue in force is made within thirty (30) days
6 from the time of severance. Persons electing to continue in force
7 life insurance benefits shall pay the full cost of the life
8 insurance and under such terms and conditions as established by the
9 ~~Office of Management and Enterprise Services~~ Oklahoma Health Care
10 Authority. Further, any such retiree may continue in force any
11 additional life insurance that was purchased prior to retirement at
12 an actuarially adjusted rate and under such terms and conditions as
13 established by the ~~Office~~ Authority.

14 Effective January 1, 2002, nonvested employees may also continue
15 their life insurance benefits as provided in this section following
16 termination of employment, if the employee has completed at least
17 eight (8) years of service with an employer participating in the
18 Oklahoma Public Employees Retirement System or at least ten (10)
19 years of service with an employer participating in the Teachers'
20 Retirement System of Oklahoma. The election to continue the
21 employee's life insurance in force must be made within thirty (30)
22 days after the date of termination.

23 B. Any retired employee who is receiving a benefit or
24 terminates employment with a vested benefit from the Teachers'

1 Retirement System of Oklahoma and who becomes enrolled in the health
2 insurance plan offered by the Oklahoma Employees Insurance and
3 Benefits Act, pursuant to subsection E of Section 5-117.5 of Title
4 70 of the Oklahoma Statutes, may elect to purchase life insurance
5 benefits in amounts and at a cost as provided for in this section.

6 C. In lieu of subsection A of this section, any person who
7 retires or who has elected to receive a vested benefit under the
8 provisions of the State of Oklahoma retirement systems and who is
9 participating in a health insurance plan, the dental insurance plan,
10 or the life insurance plan offered by the ~~Office~~ Authority,
11 including such persons who are currently drawing disability benefits
12 under Section 1331 et seq. of this title or who meet each and every
13 requirement of the State Employees Disability Program on or before
14 July 1, 1999, or the spouse of any such person may elect to purchase
15 life insurance benefits authorized by this subsection in a face
16 amount not to exceed Fifty Thousand Dollars (\$50,000.00). Eligible
17 persons pursuant to this subsection shall make an election by
18 January 1, 2000, to purchase the life insurance coverage provided in
19 this subsection. Life insurance coverage pursuant to this
20 subsection shall depend upon providing satisfactory evidence of
21 insurability for the person who is to be covered. Life insurance
22 coverage, pursuant to this subsection, shall be purchased in blocks
23 of Five Thousand Dollars (\$5,000.00). The premium for such life
24 insurance coverage shall be at a blended rate and shall be set by

1 the Authority and approved by the Office of Management and
2 Enterprise Services. The ~~Office~~ Authority shall promulgate rules
3 necessary for the implementation of the provisions of this
4 subsection.

5 SECTION 25. AMENDATORY 74 O.S. 2021, Section 1316.2, as
6 amended by Section 5, Chapter 245, O.S.L. 2024 (74 O.S. Supp. 2024,
7 Section 1316.2), is amended to read as follows:

8 Section 1316.2. A. Any employee, other than an education
9 employee, who retires pursuant to the provisions of the Oklahoma
10 Public Employees Retirement System or who has a vested benefit
11 pursuant to the provisions of the Oklahoma Public Employees
12 Retirement System may continue in force the health and dental
13 insurance benefits authorized by the provisions of the Oklahoma
14 Employees Insurance and Benefits Act, or other employer insurance
15 benefits if the employer does not participate in the plans offered
16 by the ~~Office of Management and Enterprise Services~~ Oklahoma Health
17 Care Authority, if such election to continue in force is made within
18 thirty (30) days from the date of termination of service. Except as
19 otherwise provided for in subsection H of this section, health and
20 dental insurance coverage may not be reinstated at a later time if
21 the election to continue in force is declined. Vested employees
22 other than education employees who have terminated service and are
23 not receiving benefits and effective July 1, 1996, nonvested persons
24 who have terminated service with more than eight (8) years of

1 participating service with a participating employer, who within
2 thirty (30) days from the date of termination of service elect to
3 continue such coverage, shall pay the full cost of the insurance
4 premium at the rate and pursuant to the terms and conditions
5 established by the ~~Office~~ Authority. Provided also, any employee
6 other than an education employee who commences employment with a
7 participating employer on or after September 1, 1991, who terminates
8 service with such employer on or after July 1, 1996, but who
9 otherwise has insufficient years of service to retire or terminate
10 service with a vested benefit pursuant to the provisions of the
11 Oklahoma Public Employees Retirement System or to elect to continue
12 coverage as a nonvested employee as provided in this section, but
13 who, immediately prior to employment with the participating
14 employer, was covered as a dependent on the health and dental
15 insurance policy of a spouse who was an active employee other than
16 an education employee, may count as part of his or her credited
17 service for the purpose of determining eligibility to elect to
18 continue coverage under this section, the time during which the
19 terminating employee was covered as such a dependent.

20 B. 1. Health insurance benefit plans offered pursuant to this
21 section shall include:

- 22 a. indemnity plans offered through the ~~Office~~ Authority,
- 23 b. managed care plans offered as alternatives to the
24 indemnity plans offered through the ~~Office~~ Authority,

1 c. Medicare supplements offered pursuant to the Oklahoma
2 Employees Insurance and Benefits Act,

3 d. Medicare risk-sharing contracts offered as
4 alternatives to the Medicare supplements offered
5 through the ~~Office~~ Authority. All Medicare risk-
6 sharing contracts shall be subject to a risk
7 adjustment factor, based on generally accepted
8 actuarial principles for adverse selection which may
9 occur, and

10 e. for the Oklahoma Public Employees Retirement System,
11 other employer-provided health insurance benefit plans
12 if the employer does not participate in the plans
13 offered pursuant to the Oklahoma Employees Insurance
14 and Benefits Act.

15 2. Health insurance benefit plans offered pursuant to this
16 section shall provide prescription drug benefits, except for plans
17 designed pursuant to the Medicare Prescription Drug Improvement and
18 Modernization Act, pursuant to 42 USCA Section 1395w-101, et seq.,
19 for which provision of prescription drug benefits is optional, and
20 except for plans offered pursuant to subparagraph e of paragraph 1
21 of this subsection.

22 C. 1. Designated public retirement systems shall contribute a
23 monthly amount towards the health insurance premium of certain
24

1 individuals receiving benefits from the public retirement system as
2 follows:

3 a. a retired employee, other than an education employee
4 or an employee who participates in the defined
5 contribution system administered by the Oklahoma
6 Public Employees Retirement System on or after
7 November 1, 2015, who is receiving benefits from the
8 Oklahoma Public Employees Retirement System after
9 September 30, 1988, shall have One Hundred Five
10 Dollars (\$105.00), or the premium rate of the health
11 insurance benefit plan, whichever is less, paid by the
12 Oklahoma Public Employees Retirement System to the
13 Board or to another insurance carrier or other
14 qualified benefits administrator of the employer if
15 the employer does not participate in the plans offered
16 by the ~~Office~~ Authority in the manner specified in
17 subsection G of this section,

18 b. a retired employee or surviving spouse other than an
19 education employee who is receiving benefits from the
20 Oklahoma Law Enforcement Retirement System after
21 September 30, 1988, is under sixty-five (65) years of
22 age and is not otherwise eligible for Medicare shall
23 have the premium rate for the health insurance benefit
24 plan or One Hundred Five Dollars (\$105.00), whichever

1 is less, paid by the Oklahoma Law Enforcement
2 Retirement System to the ~~Office~~ Authority in the
3 manner specified in subsection G of this section,

4 c. a retired employee other than an education employee
5 who is receiving benefits from the Oklahoma Law
6 Enforcement Retirement System after September 30,
7 1988, is sixty-five (65) years of age or older or who
8 is under sixty-five (65) years of age and is eligible
9 for Medicare shall have One Hundred Five Dollars
10 (\$105.00), or the premium rate of the health insurance
11 benefit plan, whichever is less, paid by the Oklahoma
12 Law Enforcement Retirement System to the ~~Office~~
13 Authority in the manner specified in subsection G of
14 this section, and

15 d. a retired employee other than an education employee
16 who is receiving benefits from the Uniform Retirement
17 System for Justices and Judges after September 30,
18 1988, shall have One Hundred Five Dollars (\$105.00),
19 or the premium rate of the health insurance plan,
20 whichever is less, paid by the Uniform Retirement
21 System for Justices and Judges to the ~~Office~~ Authority
22 in the manner specified in subsection G of this
23 section.

24

1 2. Premium payments made pursuant to this section shall be made
2 subject to the following conditions:

3 a. the health plan shall be authorized by the provisions
4 of the Oklahoma Employees Insurance and Benefits Act,
5 except that if an employer from which an employee
6 retired or with a vested benefit pursuant to the
7 provisions of the Oklahoma Public Employees Retirement
8 System does not participate in the plans authorized by
9 the provisions of the Oklahoma Employees Insurance and
10 Benefits Act, the health plan will be the health
11 insurance benefits of the employer from which the
12 individual retired or vested,

13 b. for plans offered by the Oklahoma Employees Insurance
14 and Benefits Act, the amount to be paid shall be
15 determined pursuant to the provisions of this
16 subsection and shall first be applied in whole or in
17 part to the prescription drug coverage premium. Any
18 remaining amount shall be applied toward the medical
19 coverage premium,

20 c. for all plans, if the amount paid by the public
21 retirement system does not cover the full cost of the
22 elected coverage, the individual shall pay the
23 remaining premium amount, and
24

1 d. payment shall be made by the retirement systems in the
2 manner specified under subsection G of this section.

3 D. For any member of the Oklahoma Law Enforcement Retirement
4 System killed in the line of duty, whether the member was killed in
5 the line of duty prior to May 18, 2005, or on or after May 18, 2005,
6 or if the member was on a disability leave status at the time of
7 death, the surviving spouse or dependents of such deceased member of
8 the Oklahoma Law Enforcement Retirement System may elect to continue
9 or commence health and dental insurance benefits, provided the
10 dependents pay the full cost of such insurance, and for deaths
11 occurring on or after July 1, 2002, such election is made within
12 thirty (30) days of the date of death. The eligibility for the
13 benefits shall terminate for the surviving children when the
14 children cease to qualify as dependents.

15 E. Effective July 1, 2004, a retired member of the Oklahoma Law
16 Enforcement Retirement System who retired from the System by means
17 of a personal and traumatic injury of a catastrophic nature and in
18 the line of duty and any surviving spouse of such retired member and
19 any surviving spouse of a member who was killed in the line of duty
20 shall have one hundred percent (100%) of the retired member's or
21 surviving spouse's health care premium cost, whether the member or
22 surviving spouse elects coverage under the Medicare supplement or
23 Medicare risk-sharing contract, paid by the Oklahoma Law Enforcement
24 Retirement System to the ~~Office~~ Authority in the manner specified in

1 subsection H of this section. For plans offered by the ~~Office~~
2 Authority, such contributions will first be applied in whole or in
3 part to the prescription drug coverage premium, if any.

4 F. Dependents of a deceased employee who was on active work
5 status or on a disability leave at the time of death or of a
6 participating retardant or of any person who has elected to receive
7 a vested benefit under the Oklahoma Public Employees Retirement
8 System, the Uniform Retirement System for Justices and Judges or the
9 Oklahoma Law Enforcement Retirement System may continue the health
10 and dental insurance benefits in force, provided the dependents pay
11 the full cost of such insurance and they were covered as eligible
12 dependents at the time of such death and such election is made
13 within thirty (30) days of date of death. The eligibility for the
14 benefits shall terminate for the surviving children when the
15 children cease to qualify as dependents.

16 G. The amounts required to be paid by the Oklahoma Public
17 Employees Retirement System, the Uniform Retirement System for
18 Justices and Judges and the Oklahoma Law Enforcement Retirement
19 System pursuant to this section shall be forwarded no later than the
20 tenth day of each month following the month for which payment is due
21 by the Oklahoma Public Employees Retirement System Board of Trustees
22 or the Oklahoma Law Enforcement Retirement Board to the ~~Office~~
23 Authority for deposit in the Health, Dental and Life Insurance
24 Reserve Fund or to another insurance carrier or other administrator

1 of qualified benefits of the employer as provided for in subsection
2 H of Section 1315 of this title.

3 H. Upon retirement from employment of the Board of Regents of
4 the University of Oklahoma, any person who was or is employed at the
5 George Nigh Rehabilitation Institute and who transferred employment
6 pursuant to Section 3427 of Title 70 of the Oklahoma Statutes, any
7 person who was employed at the Medical Technology and Research
8 Authority and who transferred employment pursuant to Section 7068 of
9 this title and any person who is a member of the Oklahoma Law
10 Enforcement Retirement System pursuant to the authority of Section
11 2-314 of Title 47 of the Oklahoma Statutes may participate in the
12 benefits authorized by the provisions of the Oklahoma Employees
13 Insurance and Benefits Act for retired participants including
14 health, dental and life insurance benefits, if such election to
15 participate is made within thirty (30) days from the date of
16 termination of service. Life insurance benefits for any such person
17 who transferred employment shall not exceed the coverage the person
18 had at the time of such transfer. Retirees who transferred
19 employment and who participate pursuant to this ~~paragraph~~ subsection
20 shall pay the premium for elected benefits less any amounts paid by
21 a state retirement system pursuant to this section.

22 SECTION 26. AMENDATORY 74 O.S. 2021, Section 1316.3, is
23 amended to read as follows:

24

1 Section 1316.3. A. Any person who retires pursuant to the
2 provisions of the Teachers' Retirement System of Oklahoma with at
3 least ten (10) years of creditable service or who has a vested
4 benefit with at least ten (10) years of creditable service, pursuant
5 to the provisions of the Teachers' Retirement System of Oklahoma may
6 continue in force the health and dental insurance benefits
7 authorized by the provisions of the Oklahoma Employees Insurance and
8 Benefits Act if such election to continue in force or begin is made
9 within thirty (30) days from the date of termination of service.
10 Except as provided in subsection E of Sections 5-117.5 and 14-108.1
11 of Title 70 of the Oklahoma Statutes ~~and Section 840-2.27I of this~~
12 ~~title~~ and subsection K of this section, health and dental insurance
13 coverage may not be reinstated at a later time if the election to
14 continue in force or begin coverage is declined. Vested persons who
15 have terminated service and are not receiving benefits and effective
16 July 1, 1996, nonvested persons who have terminated service with
17 more than ten (10) years of participating service with a qualifying
18 employer, who within thirty (30) days from the date of termination
19 of service, elect to continue such coverage, shall pay the full cost
20 of said insurance premium at the rate and pursuant to the terms and
21 conditions established by the ~~Office of Management and Enterprise~~
22 ~~Services~~ Oklahoma Health Care Authority.

23 B. 1. Health insurance benefit plans offered pursuant to this
24 section shall include:

- 1 a. indemnity plans offered through the ~~Office~~ Authority,
- 2 b. managed care plans offered as alternatives to the
- 3 indemnity plans,
- 4 c. Medicare supplements offered through the ~~Office~~
- 5 Authority,
- 6 d. Medicare risk-sharing contracts offered as
- 7 alternatives to the Medicare supplements offered
- 8 through the ~~Office~~ Authority, and
- 9 e. any other employer-provided health insurance benefit
- 10 plans if the employer does not participate in the
- 11 plans offered pursuant to the Oklahoma Employees
- 12 Insurance and Benefits Act.

13 2. Health insurance benefit plans offered pursuant to this

14 section shall provide prescription drug benefits, except for plans

15 designed pursuant to the Medicare Prescription Drug Improvement and

16 Modernization Act of 2003, which may or may not contain prescription

17 drug benefits, for which provision of prescription drug benefits is

18 optional, and except for plans offered pursuant to subparagraph e of

19 paragraph 1 of this subsection.

20 C. A retired person who:

21 1. Is receiving benefits from the Teachers' Retirement System

22 of Oklahoma after September 30, 1988, is under sixty-five (65) years

23 of age and is not otherwise eligible for Medicare and pursuant to

24

1 subsection A of this section elects to begin or to continue the
2 health insurance plan;

3 2. Is receiving benefits from the Teachers' Retirement System
4 of Oklahoma after June 30, 1993, is under sixty-five (65) years of
5 age and is not otherwise eligible for Medicare and participates in a
6 health insurance plan provided by a participating education employer
7 of the Teachers' Retirement System of Oklahoma other than a health
8 insurance plan offered pursuant to the Oklahoma Employees Insurance
9 and Benefits Act or an alternative health plan offered pursuant to
10 the Oklahoma State Employees Benefits Act;

11 3. Is receiving benefits from the Teachers' Retirement System
12 of Oklahoma after September 30, 1988, made contributions to the
13 system and is sixty-five (65) years of age or older, or who is under
14 sixty-five (65) years of age and is eligible for Medicare and is a
15 participant in the Oklahoma Employees Insurance and Benefits Act and
16 elects coverage under the Medicare supplement offered by the ~~Office~~
17 Authority; or

18 4. Is receiving benefits from the Teachers' Retirement System
19 of Oklahoma after June 30, 1993, made contributions to the system
20 and is sixty-five (65) years of age or older, or who is under sixty-
21 five (65) years of age and is eligible for Medicare and participates
22 in a health insurance plan provided by a participating education
23 employer of the Teachers' Retirement System of Oklahoma other than a
24 health insurance plan offered pursuant to the Oklahoma Employees

1 Insurance and Benefits Act or an alternative health plan offered
2 pursuant to the Oklahoma State Employees Benefits Act and elects
3 coverage under the Medicare supplement offered by the ~~Office~~
4 Authority,
5 shall have the amount determined pursuant to subsection E of this
6 section, or the premium rate of the health insurance benefit plan,
7 whichever is less, paid by the Teachers' Retirement System of
8 Oklahoma. If the amount paid by the Teachers' Retirement System of
9 Oklahoma does not cover the full cost of the health insurance
10 premium, the retired person shall pay the remaining amount if the
11 retired person wants to continue the coverage.

12 D. The Teachers' Retirement System shall pay the amount due
13 pursuant to the provisions of subsection C of this section as
14 follows:

15 1. For those individuals participating in plans provided
16 through the Oklahoma Employees Insurance and Benefits Act, payment
17 shall be made to the ~~Office~~ Authority pursuant to the provisions of
18 subsection I of this section; or

19 2. For those individuals participating in plans provided
20 through a participating education employer of the Teachers'
21 Retirement System of Oklahoma other than a health insurance plan
22 offered pursuant to the Oklahoma Employees Insurance and Benefits
23 Act, payment shall be made to the education employer.

24

1 E. Beginning July 1, 2000, the maximum benefit payable by the
 2 Teachers' Retirement System of Oklahoma on behalf of a retired
 3 person toward said person's monthly premium for health insurance
 4 shall be determined in accordance with the following schedule:

	LESS THAN	25 YEARS BUT	GREATER
	LESS THAN	GREATER THAN	THAN 24.99
AVERAGE SALARY	15 YEARS OF	14.99 YEARS OF	YEARS OF
USED FOR DETERMINING	CREDITABLE	CREDITABLE	CREDITABLE
RETIREMENT ALLOWANCE	SERVICE	SERVICE	SERVICE
Less than \$20,000.00	\$103.00	\$104.00	\$105.00
Less than \$30,000.00 but greater than \$19,999.99	\$102.00	\$103.00	\$104.00
Less than \$40,000.00 but greater than \$29,999.99	\$101.00	\$102.00	\$103.00
\$40,000.00 or greater	\$100.00	\$101.00	\$102.00

17 For plans offered by the ~~Office~~ Authority, the amount paid
 18 pursuant to this subsection shall first be applied to the
 19 prescription drug coverage premium, if any. Any remaining amounts
 20 shall be applied towards the medical coverage premium.

21 F. If a person retires and begins to receive benefits from the
 22 Teachers' Retirement System of Oklahoma or terminates service and
 23 has a vested benefit with the Teachers' Retirement System of
 24 Oklahoma, the person may elect, in the manner provided in subsection

1 A of this section, to participate in the dental insurance plan
2 offered through the Oklahoma Employees Insurance and Benefits Act.
3 The person shall pay the full cost of the dental insurance.

4 G. Those persons who are receiving benefits from the Teachers'
5 Retirement System of Oklahoma and have health insurance coverage
6 which on ~~the operative date of this section~~ October 1, 1988, is
7 being paid by the education entity from which the person retired
8 shall make the election required in subsection A of this section
9 within thirty (30) days of the termination of said health insurance
10 coverage. The person making the election shall give the ~~Office~~
11 Authority certified documentation satisfactory to the ~~Office~~
12 Authority of the termination date of the other health insurance
13 coverage.

14 H. Dependents of a deceased education employee who was on
15 active work status or on a disability leave at the time of death or
16 of a participating retirant or of any person who has elected to
17 receive a vested benefit under the Teachers' Retirement System of
18 Oklahoma may continue the health and dental insurance benefits in
19 force provided said dependents pay the full cost of such insurance
20 and they were covered as eligible dependents at the time of such
21 death and such election is made within thirty (30) days of date of
22 death. The eligibility for said benefits shall terminate for the
23 surviving children when said children cease to qualify as
24 dependents.

1 I. The amounts required to be paid by the Teachers' Retirement
2 System of Oklahoma pursuant to this section shall be forwarded no
3 later than the tenth day of each month following the month for which
4 payment is due by the Board of Trustees of the Teachers' Retirement
5 System of Oklahoma to the ~~Office~~ Authority for deposit in the
6 Education Employees Group Insurance Reserve Fund.

7 J. The Teachers' Retirement System of Oklahoma shall provide
8 the ~~Office~~ Authority information concerning the employers of retired
9 and vested members necessary to allow the ~~Office~~ Authority to track
10 eligibility for continued coverage.

11 K. Upon retirement from employment with the Board of Regents of
12 the University of Oklahoma, any person who is or was employed at the
13 George Nigh Rehabilitation Institute and who transferred employment
14 pursuant to Section 3427 of Title 70 of the Oklahoma Statutes, any
15 person who was employed at the Medical Technology and Research
16 Authority and who transferred employment pursuant to Section 7068 of
17 this title, and any person who is a member of the Oklahoma Law
18 Enforcement Retirement System pursuant to the authority of Section
19 2-314 of Title 47 of the Oklahoma Statutes may participate in the
20 benefits authorized by the provisions of the Oklahoma Employees
21 Insurance and Benefits Act for retired participants, including
22 health, dental and life insurance benefits, if such election to
23 participate is made within thirty (30) days from the date of
24 termination of employment. Life insurance benefits for any such

1 person who transferred employment shall not exceed the coverage the
2 person had at the time of such transfer. Retirees who are persons
3 transferred employment and who participate pursuant to this
4 ~~paragraph subsection~~ shall pay the premium for elected benefits less
5 any amounts paid by the retirement system pursuant to this section.

6 SECTION 27. AMENDATORY 74 O.S. 2021, Section 1317, is
7 amended to read as follows:

8 Section 1317. Any legally blind person who is licensed by the
9 Department of Rehabilitation Services as a vending stand operator or
10 managing operator shall be eligible for membership in the ~~Health~~
11 ~~Insurance Plan~~ health insurance plan, ~~Dental Insurance Plan~~ dental
12 insurance plan and ~~Life Insurance Plan~~ life insurance plan referred
13 to in the Oklahoma Employees Insurance and Benefits Act. Enrollment
14 in the Plan shall be optional with each operator pursuant to the
15 rules prescribed by the ~~Office of Management and Enterprise Services~~
16 Oklahoma Health Care Authority. Any payments required to be made
17 for enrollees in the Plan shall be payable by the operator in such
18 manner as may be determined by the Department of Rehabilitation
19 Services; provided, that the Department may, in its discretion, make
20 all or a part of such payments.

21 SECTION 28. AMENDATORY 74 O.S. 2021, Section 1320, is
22 amended to read as follows:

23 Section 1320. A. For purposes of administering the Oklahoma
24 Employees Insurance and Benefits Act, the ~~Director~~ Chief Executive

1 Officer (CEO) of the ~~Office of Management and Enterprise Services~~
2 Oklahoma Health Care Authority is authorized to hire and appoint an
3 Administrator who shall be in the unclassified service and shall
4 serve at the pleasure of the ~~Director~~ CEO of the ~~Office of~~
5 ~~Management and Enterprise Services~~ Oklahoma Health Care Authority.

6 B. The ~~Director~~ CEO of the ~~Office of Management and Enterprise~~
7 ~~Services~~ Oklahoma Health Care Authority may hire a director of
8 internal audit and one attorney licensed to practice law in this
9 state. The attorney hired by the Oklahoma Employees Insurance and
10 Benefits Board shall have not less than five (5) years of experience
11 in matters related to the insurance industry. The ~~Director~~ CEO
12 shall directly supervise the duties of the director of internal
13 audit, and shall not delegate the supervision to the Administrator
14 or any other employee. In addition to duties assigned by the
15 ~~Director~~ CEO, the director of internal audit is authorized to audit
16 all records of health providers and pharmacists who enter into any
17 contract with the Board in order to ensure compliance with said
18 contract provisions.

19 The ~~Director~~ CEO shall employ such persons as are necessary to
20 administer the provisions of the Oklahoma Employees Insurance and
21 Benefits Act, the State Employees Flexible Benefits Act and the
22 State Employees Disability Program Act. The ~~Director~~ CEO may employ
23 a maximum of two attorneys for purposes of administering the
24 Oklahoma Employees Insurance and Benefits Act. The Administrator or

1 one of the deputy administrators shall have not less than seven (7)
2 years of group health insurance administration experience on a
3 senior managerial level.

4 C. The ~~Director~~ CEO shall not contract for private legal
5 counsel except for extraordinary situations other than normal day to
6 day situations, and when approved by the Attorney General. The
7 ~~Director~~ CEO may contract with a nonemployee consulting actuary, a
8 nonemployee medical consultant and a nonemployee dental consultant
9 subject to competitive bid at least every three (3) years. The
10 ~~Director~~ CEO may contract with health care providers for a level of
11 reimbursement for the payment of claims incurred by the plan
12 participants. The ~~Director~~ CEO may at its request use the services
13 of the ~~office~~ Office of the Attorney General and the actuarial
14 services of any actuary employed by the Insurance Commissioner and
15 may also seek the advice and counsel of the Insurance Commissioner
16 of the State of Oklahoma or any employee of the Office of the
17 Insurance Commissioner.

18 SECTION 29. AMENDATORY 74 O.S. 2021, Section 1321, as
19 amended by Section 6, Chapter 245, O.S.L. 2024 (74 O.S. Supp. 2024,
20 Section 1321), is amended to read as follows:

21 Section 1321. A. The ~~Office of Management and Enterprise~~
22 ~~Services~~ Oklahoma Health Care Authority shall have the authority to
23 determine all rates and life, dental and health benefits. All rates
24 shall be compiled in a comprehensive Schedule of Benefits. The

1 Schedule of Benefits shall be available for inspection during
2 regular business hours at the ~~Office of Management and Enterprise~~
3 ~~Services~~ Oklahoma Health Care Authority. The ~~Office~~ Authority shall
4 have the authority to annually adjust the rates and benefits based
5 on claim experience.

6 B. The premiums for such insurance plans offered for the next
7 plan year shall be established as follows:

8 1. For active employees and their dependents, the ~~Office's~~
9 Authority's premium determination shall be made no later than the
10 bid submission date for health maintenance organizations set by the
11 Oklahoma Employees Insurance and Benefits Board, which shall be set
12 in August no later than the third Friday of that month; and

13 2. For all other covered members and dependents, the ~~Office's~~
14 Authority's and the health maintenance organizations' premium
15 determinations shall be no later than the fourth Friday of
16 September.

17 C. The ~~Office~~ Authority may approve a mid-year adjustment
18 requested by the Authority provided the need for an adjustment is
19 substantiated by an actuarial determination or more current
20 experience rating. The only publication or notice requirements that
21 shall apply to the Schedule of Benefits shall be those requirements
22 provided in the Oklahoma Open Meeting Act and within this section.
23 It is the intent of the Legislature that the benefits provided not
24 include cosmetic dental procedures except for certain orthodontic

1 procedures as adopted by the ~~Director~~ Chief Executive Officer of the
2 Authority.

3 SECTION 30. AMENDATORY 74 O.S. 2021, Section 1323, is
4 amended to read as follows:

5 Section 1323. Any person who shall knowingly make any false
6 statement, or who shall falsify or permit to be falsified any record
7 necessary for carrying out the intent of the Oklahoma Employees
8 Insurance and Benefits Act, Sections 1301 through ~~1329.1~~ 1329 of
9 this title, for the purpose of committing fraud, shall be guilty of
10 a misdemeanor, and upon conviction shall be punished by a fine not
11 exceeding Five Thousand Dollars (\$5,000.00) or by imprisonment for
12 not exceeding one (1) year or by both the fine and imprisonment.
13 ~~The Office of Management and Enterprise Services~~ Oklahoma Health
14 Care Authority shall have the right to audit participating employer
15 groups to verify eligibility for any member and/or dependent and may
16 require proof of eligibility upon demand.

17 SECTION 31. AMENDATORY 74 O.S. 2021, Section 1324, is
18 amended to read as follows:

19 Section 1324. A. All health benefit plans that are offered by
20 the ~~Office of Management and Enterprise Services~~ Oklahoma Health
21 Care Authority shall provide coverage for side effects that are
22 commonly associated with radical retropubic prostatectomy surgery,
23 including, but not limited to impotence and incontinence, and for
24 other prostate-related conditions.

1 B. The ~~Office~~ Authority shall provide notice to each insured or
2 enrollee under the plan regarding the coverage required by this
3 section in the plan's evidence of coverage, and shall provide
4 additional written notice of the coverage to the insured or enrollee
5 as follows:

- 6 1. In the next mailing made by the plan to the employee; or
- 7 2. As part of the enrollment information packet sent to the
8 enrollee.

9 C. The ~~Office~~ Authority shall promulgate any rules or actions
10 necessary to implement the provisions of this section.

11 SECTION 32. AMENDATORY 74 O.S. 2021, Section 1325, is
12 amended to read as follows:

13 Section 1325. ~~The Office of Management and Enterprise Services~~
14 Oklahoma Health Care Authority shall schedule a hearing thirty (30)
15 days prior to adopting any major change in the reimbursement rates
16 or methodology. The ~~Office~~ Authority shall notify health care
17 providers who provide services pursuant to a contract with the
18 ~~Office~~ Authority at least fifteen (15) days prior to the hearing.
19 The notice shall include proposed changes to the reimbursement rates
20 or methodology. The ~~Office~~ Authority shall also inform such health
21 care providers at the hearing of any proposed changes to the
22 reimbursement rates or methodology. At the hearing the ~~Office~~
23 Authority shall provide an open forum for such health care providers
24 to comment on the proposed changes.

1 SECTION 33. AMENDATORY 74 O.S. 2021, Section 1326, is
2 amended to read as follows:

3 Section 1326. The ~~Office of Management and Enterprise Services~~
4 Oklahoma Health Care Authority shall make available, upon request,
5 copies of relevant fee schedules to participating health care
6 providers.

7 SECTION 34. AMENDATORY 74 O.S. 2021, Section 1327, is
8 amended to read as follows:

9 Section 1327. A. All health benefit plans offered by the
10 ~~Office of Management and Enterprise Services~~ Oklahoma Health Care
11 Authority which provide for services for vision care or medical
12 diagnosis and treatment for the eye shall allow optometrists to be
13 providers of those services. All such health benefit plans shall
14 also require equal payment for the same services provided by an
15 optometrist if the services are within the scope of practice of
16 optometry.

17 B. With respect to optometric services, any health benefit plan
18 offered by the ~~Office~~ Authority which uses a gatekeeper or
19 equivalent for referrals for services for vision care or for medical
20 diagnosis and treatment of the eye shall require such covered
21 services be provided on a referral basis within the medical group or
22 network at the request of an enrollee who has a condition requiring
23 vision care or medical diagnosis and treatment of the eye if:

24

1 1. A referral is necessitated in the judgment of the primary
2 care physician; and

3 2. Treatment for the condition falls within the licensed scope
4 of practice of an optometrist.

5 C. All health benefit plans offered by the ~~Office~~ Authority
6 shall have a defined set of standards and procedures for selecting
7 providers, including specialists, to serve enrollees. The standards
8 and procedures shall be drafted in such a manner that they are
9 applicable to all categories of providers and shall be utilized by
10 the health maintenance organization in a manner that is without bias
11 for or discrimination against a particular category or categories of
12 providers.

13 D. No health benefit plan specified by this section shall
14 require a provider to have hospital privileges if hospital
15 privileges are not usual and customary for the services the provider
16 provides.

17 E. Nothing in this section shall be construed to:

18 1. Prohibit a health benefit plan offered by the ~~Office~~
19 Authority which provides for services for vision care or medical
20 diagnosis and treatment for the eye from determining the adequacy of
21 the size of its network;

22 2. Prohibit an optometrist from agreeing to a fee schedule;

23 3. Limit, expand, or otherwise affect the scope of practice of
24 optometry; or

1 4. Alter, repeal, modify or affect the laws of this state
2 except where such laws are in conflict or are inconsistent with ~~the~~
3 express provisions of this section.

4 F. Existing health benefit plans offered by the ~~Office~~
5 Authority shall comply with the requirements of this section upon
6 issuance or renewal on or after ~~the effective date of this act~~
7 November 1, 2000.

8 SECTION 35. AMENDATORY 74 O.S. 2021, Section 1328, is
9 amended to read as follows:

10 Section 1328. A. The contracted claims administrator for the
11 ~~Office of Management and Enterprise Services~~ Oklahoma Health Care
12 Authority shall reimburse all clean claims of an enrollee, an
13 assignee of the enrollee, or a health care provider within forty-
14 five (45) calendar days after receipt of the claim by the entity.

15 B. As used in this section, "clean claim" means a claim that
16 has no defect or impropriety, including a lack of any required
17 substantiating documentation, or particular circumstance requiring
18 special treatment that impedes prompt payment.

19 C. 1. If a claim or any portion of a claim is determined to
20 have defects or improprieties, including a lack of any required
21 substantiating documentation, or a particular circumstance requiring
22 special treatment, the enrollee, assignee of the enrollee, or health
23 care provider shall be notified in writing within thirty (30)
24 calendar days after receipt of the claim by the contracted claims

1 administrator for the ~~Office~~ Authority. The written notice shall
2 specify the portion of the claim that is causing a delay in
3 processing and explain any additional information or corrections
4 needed. Failure of the ~~Office's~~ Authority's claims administrator to
5 provide the enrollee, assignee of the enrollee, or health care
6 provider with such notice shall constitute prima facie evidence that
7 the claim will be paid in accordance with the terms of the health
8 benefit claims administration contract.

9 2. The portion of the claim that is accurate shall be paid
10 within forty-five (45) calendar days after receipt of the claim by
11 the claims administrator for the ~~Office~~ Authority.

12 D. Upon receipt of the additional information or corrections
13 which led to the claim's being delayed and a determination that the
14 information is accurate, the claims administrator for the ~~Office~~
15 Authority shall either pay or deny the claim or a portion of the
16 claim within forty-five (45) calendar days.

17 E. Payment shall be considered made on:

18 1. The date a draft or other valid instrument which is
19 equivalent to the amount of the payment is placed in the United
20 States mail in a properly addressed, postpaid envelope; or

21 2. If not so posted, the date of delivery.

22 F. An overdue payment shall bear simple interest at the rate of
23 ten percent (10%) per year.

24

1 G. In the event litigation should ensue based upon such a
2 claim, the prevailing party shall be entitled to recover a
3 reasonable attorney fee to be set by the court and taxed as costs
4 against the party or parties who do not prevail.

5 SECTION 36. AMENDATORY 74 O.S. 2021, Section 1329, is
6 amended to read as follows:

7 Section 1329. ~~The Office of Management and Enterprise Services~~
8 Oklahoma Health Care Authority shall contract with a vendor to make
9 available a health savings account to all enrollees in the
10 HealthChoice qualified high-deductible health plan. Any employer or
11 employee contributions to the health savings account shall be
12 allowable as a remittance to the vendor through payroll deduction in
13 conjunction with the employer's Section 125 Plan and shall not be
14 subject to any assessment of administrative fees by the ~~Office of~~
15 ~~Management and Enterprise Services~~ Oklahoma Health Care Authority or
16 any state agency for remittance to the vendor. The State of
17 Oklahoma and the ~~Office of Management and Enterprise Services~~
18 Oklahoma Health Care Authority shall take necessary measures to make
19 any employer or employee health savings account contributions
20 permissible under the state's Section 125 Plan.

21 SECTION 37. This act shall become effective November 1, 2025.

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