

BY: Finance Committee

AMENDMENTS TO SENATE BILL 745
(First Reading File Bill)

AMENDMENT NO. 1

On page 1, in the sponsor line, strike “Senator Colburn” and substitute “Senators Colburn, Astle, Della, Exum, Garagiola, Glassman, Kelley, Kittleman, Klausmeier, Middleton, and Pugh”; in line 2, strike “Direct Reimbursement” and substitute “Assignment of Benefits”; in line 5, after “services” insert “under certain circumstances”; in line 6, after “circumstances,” insert “providing that an insured, a subscriber, or an enrollee of certain health insurance carriers may not be liable to certain ambulance service providers for certain services under certain circumstances; prohibiting certain ambulance service providers from taking certain actions against an insured, a subscriber, or an enrollee under certain circumstances; authorizing the ambulance service providers to collect certain payments from an insured, a subscriber, or an enrollee under certain circumstances;”; in line 7, strike “a certain term” and substitute “certain terms”; in line 17, strike “15-716” and substitute “15-134”; and in line 24, strike “§ 15-716” and substitute “§ 15-134”.

AMENDMENT NO. 2

On page 2, in line 2, strike “15-716.” and substitute “15-134.”; in line 3, after “(A)” insert “(1)”; strike beginning with the comma in line 3 down through “INCAPACITATED” in line 6 and substitute “THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED”; after line 6, insert:

“(2) “AMBULANCE” MEANS ANY CONVEYANCE DESIGNED AND CONSTRUCTED OR MODIFIED AND EQUIPPED TO BE USED, MAINTAINED, OR OPERATED TO TRANSPORT INDIVIDUALS WHO ARE SICK, INJURED, WOUNDED, OR OTHERWISE INCAPACITATED.

(Over)

(3) “AMBULANCE SERVICE PROVIDER” MEANS A PROVIDER OF AMBULANCE SERVICES THAT:

(I) IS OWNED, OPERATED, OR UNDER THE JURISDICTION OF A POLITICAL SUBDIVISION OF THE STATE OR A VOLUNTEER FIRE COMPANY OR VOLUNTEER RESCUE SQUAD; OR

(II) HAS CONTRACTED TO PROVIDE AMBULANCE SERVICES FOR A POLITICAL SUBDIVISION OF THE STATE.

(4) “ASSIGNMENT OF BENEFITS” MEANS THE TRANSFER BY AN INSURED, A SUBSCRIBER, OR AN ENROLLEE OF HEALTH CARE COVERAGE REIMBURSEMENT BENEFITS OR OTHER RIGHTS UNDER A HEALTH INSURANCE POLICY OR CONTRACT.

(5) “CARRIER” MEANS:

(I) AN INSURER THAT PROVIDES BENEFITS ON AN EXPENSE-INCURRED BASIS;

(II) A NONPROFIT HEALTH SERVICE PLAN; OR

(III) A HEALTH MAINTENANCE ORGANIZATION.”;

strike beginning with “THIS” in line 7 down through “ORGANIZATION” in line 12 and substitute “A CARRIER”; in line 14, strike “THE” and substitute “A”; in the same line, after “CONTRACT” insert “ISSUED BY THE CARRIER”; in line 13, after “PROVIDER” insert “THAT OBTAINS AN ASSIGNMENT OF BENEFITS FROM AN INSURED, A SUBSCRIBER, OR AN ENROLLEE”; in the same line, after “INSURED” insert “,

SUBSCRIBER, ENROLLEE.”; and strike in their entirety lines 15 through 24, inclusive, and substitute:

“(C) (1) THIS SUBSECTION APPLIES TO AN AMBULANCE SERVICE PROVIDER THAT RECEIVES DIRECT REIMBURSEMENT UNDER SUBSECTION (B) OF THIS SECTION.

(2) EXCEPT AS PROVIDED IN PARAGRAPH (4) OF THIS SUBSECTION, AN INSURED, SUBSCRIBER, OR ENROLLEE MAY NOT BE LIABLE TO AN AMBULANCE SERVICE PROVIDER FOR COVERED SERVICES.

(3) AN AMBULANCE SERVICE PROVIDER OR A REPRESENTATIVE OF THE AMBULANCE SERVICE PROVIDER MAY NOT:

(I) COLLECT OR ATTEMPT TO COLLECT FROM AN INSURED, A SUBSCRIBER, OR AN ENROLLEE OF A CARRIER ANY MONEY OWED TO THE AMBULANCE SERVICE PROVIDER BY THE CARRIER FOR COVERED SERVICES RENDERED TO THE INSURED, SUBSCRIBER, OR ENROLLEE BY THE AMBULANCE SERVICE PROVIDER; OR

(II) MAINTAIN ANY ACTION AGAINST AN INSURED, SUBSCRIBER, OR ENROLLEE OF A CARRIER TO COLLECT OR ATTEMPT TO COLLECT ANY MONEY OWED TO THE AMBULANCE SERVICE PROVIDER BY THE CARRIER FOR COVERED SERVICES RENDERED TO THE INSURED, SUBSCRIBER, OR ENROLLEE BY THE AMBULANCE SERVICE PROVIDER.

(4) AN AMBULANCE SERVICE PROVIDER OR A REPRESENTATIVE OF THE AMBULANCE SERVICE PROVIDER MAY COLLECT OR ATTEMPT TO COLLECT FROM AN INSURED, A SUBSCRIBER, OR AN ENROLLEE OF A CARRIER:

(Over)

(I) ANY COPAYMENT OR COINSURANCE AMOUNT OWED BY THE INSURED, SUBSCRIBER, OR ENROLLEE FOR COVERED SERVICES RENDERED TO THE INSURED, SUBSCRIBER, OR ENROLLEE BY THE AMBULANCE SERVICE PROVIDER;

(II) IF MEDICARE IS THE PRIMARY INSURER AND THE CARRIER IS THE SECONDARY INSURER, ANY AMOUNT UP TO THE MEDICARE APPROVED OR LIMITING AMOUNT, AS SPECIFIED UNDER THE FEDERAL SOCIAL SECURITY ACT, THAT IS NOT OWED TO THE AMBULANCE SERVICE PROVIDER BY MEDICARE OR THE CARRIER AFTER COORDINATION OF BENEFITS HAS BEEN COMPLETED, FOR MEDICARE COVERED SERVICES RENDERED TO THE INSURED, SUBSCRIBER, OR ENROLLEE BY THE AMBULANCE SERVICE PROVIDER; AND

(III) ANY PAYMENT OR CHARGES FOR SERVICES THAT ARE NOT COVERED SERVICES.”.