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HOUSE BILL DRH30069-NE-56

Short Title:	SHP Claims Administrator Changes.-AB (Public)
Sponsors:	Representative Goodwin.
Referred to:	

1 A BILL TO BE ENTITLED
2 AN ACT ALLOWING THE NORTH CAROLINA STATE HEALTH PLAN FOR TEACHERS
3   AND STATE EMPLOYEES TO ACCESS AND UTILIZE ITS OWN CLAIMS PAYMENT
4   DATA WHILE CONTINUING TO PROTECT THE CONFIDENTIALITY OF THE
5   INFORMATION, AS RECOMMENDED BY THE DEPARTMENT OF THE STATE
6   TREASURER.
7 The General Assembly of North Carolina enacts:
8   **SECTION 1.** G.S. 135-48.1 reads as rewritten:
9 "**§ 135-48.1. General definitions.**
10   …
11   (2b)   Claim Payment Data. – Data fields within a Claims Data Feed that reflect the
12   provider and the amount the provider billed for services provided to a Plan
13   member, the allowed amount applied to the claim by the Claims Processor,
14   and the amount paid by the Plan on the ~~claim. The term "Claim Payment Data"~~
15   ~~includes any document, material, or other work, whether tangible or~~
16   ~~electronic, that is derived from, is based on, or reflects any of the foregoing~~
17   ~~data fields or information contained therein. If the Claims Processor~~
18   ~~designates Claim Payment Data as a trade secret, the Claim Payment Data~~
19   ~~shall be treated as a trade secret as defined in G.S. 66-152(3).~~claim.
20   …
21   (13a)   <u>Non-Contracted Third Party. – A legal entity or individual that submits a claim</u>
22   <u>for payment to a Claims Processor for items or services rendered to a Plan</u>
23   <u>member that (i) has no direct contractual relationship with the Claims</u>
24   <u>Processor that would govern the processing and payment of the claim and (ii)</u>
25   <u>did not submit the claim directly to the Claims Processor for processing and</u>
26   <u>payment.</u>
27   …."
28   **SECTION 2.** G.S. 135-48.32 reads as rewritten:
29 "**§ 135-48.32. Contracts to provide benefits.**
30   (a)   The Plan benefits shall be provided under contracts between the Plan and the claims
31 processors selected by the Plan. The contracts necessarily will conform to applicable State law.
32   (b)   Unless otherwise directed by the Plan, each Claims Processor shall provide the Plan
33 with a Claims Data Feed, which includes all Claim Payment ~~Data,~~ Data, <u>on a member level,</u> at a
34 frequency agreed to by the Plan and the Claims Processor. The frequency shall be no less than
35 monthly. ~~The Claims Processor is not required to disclose Claim Payment Data that reflects rates~~
36 ~~negotiated with or agreed to by a noncontracted third party but, upon request, shall provide to the~~

1   ~~Plan sufficient documentation to support the payment of claims for which Claim Payment Data~~
2   ~~is withheld on such basis.~~A Claims Processor shall also, upon request, provide the Plan with
3   Claim Payment Data that reflects rates negotiated with or agreed to by a Non-Contracted Third
4   Party that is available to or can be obtained by the Claims Processor or sufficient documentation
5   to support the payment of the claims if the Claim Payment Data is not available or cannot be
6   obtained by the Claims Processor. A Claims Processor may supply Claim Payment Data or
7   documentation related to a Non-Contracted Third Party separately from the Claims Data Feed.
8   (c)   Any provision of any contract between a Claims Processor and a health care provider,
9   subcontractor, or third party that would prevent or prohibit the Claims Processor from disclosing
10 Claim Payment Data to the Plan, in accordance with this section, shall be void and unenforceable,
11 but only to the extent the provision prevents and prohibits disclosure to the Plan.
12   (d)   The Plan may use and disclose Claim Payment Data ~~solely~~ for the purpose of
13 administering and operating the State Health Plan for Teachers and State Employees in
14 accordance with G.S. 135-48.2 and the provisions of this Article. ~~The Plan shall not make any~~
15 ~~use or disclosure of Claim Payment Data that would compromise the proprietary nature of the~~
16 ~~data or, as applicable, its status as a trade secret, or otherwise misappropriate the data.~~In
17 accordance with G.S. 135-48.10(a), Claim Payment Data shall be exempt from the provisions of
18 Chapter 132 of the General Statutes or any other provision requiring information and records
19 held by State agencies to be made public or accessible to the public.
20   ~~(e)   The Plan may not use a provider's Claim Payment Data to negotiate rates, fee~~
21 ~~schedules, or other master charges with that provider or any other provider.~~
22   (f)   The Plan may disclose Claim Payment Data to a third party to use on the Plan's ~~behalf~~
23 ~~as agreed upon between the Plan and the Claims Processor. The~~ behalf. Before making any
24 disclosure, the Plan must ~~obtain the agreement of~~ provide notice to the Claims Processor for each
25 third party to whom the Plan seeks to disclose Claim Payment Data and for each use the third
26 party will make of the data. ~~The Plan may not disclose Claim Payment Data to any third party~~
27 ~~without first entering into a contract with the third party that contains restrictions on the use and~~
28 ~~disclosure of the Claim Payment Data by the third party that are at least as restrictive as the~~
29 ~~provisions of this section.~~
30   (g)   A Claims Processor who discloses Claim Payment Data in accordance with this
31 section shall not incur any civil liability and shall not be subject to any monetary or equitable
32 relief in connection ~~for~~ with the disclosure.
33   (h)   The only parties that shall have standing to initiate any civil or administrative
34 proceeding in any of the courts or administrative agencies of the State to enforce this section, or
35 otherwise file a petition or complaint or initiate any cause of action seeking relief under this
36 section, are the Plan and the Claims Processor who submitted the Claim Payment Data at issue
37 in any action or proceeding."
38   **SECTION 3.** This act is effective when it becomes law.