

HOUSE No. 4202

The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES, April 13, 2016.

The committee on the Financial Services to whom was referred the petition (accompanied by bill, House, No. 913) of Aaron Michlewitz and others for legislation to provide insurance coverage for the use of electronic tracking devices to protect the safety of persons with Autism spectrum disorder or Alzheimer's disease, reports recommending that the accompanying bill (House, No. 4202) ought to pass.

For the committee,

AARON MICHLEWITZ.

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The Commonwealth of Massachusetts

**In the One Hundred and Eighty-Ninth General Court
(2015-2016)**

An Act concerning the safety of autistic and alzheimer individuals.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Chapter 32A of the General Laws is hereby amended by inserting after
2 section 17N, as appearing in the 2014 Official Edition, the following section:-

3 Section 17O. (a) The commission shall provide coverage for a “Technology-Assisted
4 Tracking Device” and repairs to any active or retired employee of the commonwealth who is
5 insured under the group insurance commission and who is diagnosed by a licensed physician
6 with Dementia, Alzheimer's disease, or Autism Spectrum Disorder, under the same terms and
7 conditions that apply to other durable medical equipment covered under the policy, except as
8 otherwise provided in this section.

9 (b) In this section, “Technology-Assisted Tracking Device” shall mean any wearable
10 device that complies with the following specifications:

11 The device shall be waterproof and able to function under water; compliant with IP66 and
12 IP68 standards; work indoors or under cover; not require direct line of sight to the sky;
13 independent of third-party public communication networks, cellular, GSM, GPRS, or similar;

14 include a tamper-resistant wrist or ankle strap directly changeable by a caregiver; with system
15 specifics to avoid false alarms in order not to waste LE and SAR time, and a patient specific
16 code to avoid mistaken identities.

17 (c) Such coverage shall not impose any annual or lifetime dollar maximum on coverage
18 for a “Technology-Assisted Tracking Device” other than an annual or lifetime dollar maximum
19 that applies in the aggregate to all items and services covered under the policy.

20 (d) Such coverage shall not apply amounts paid for a “Technology-Assisted Tracking
21 Device” to any annual or lifetime dollar maximum applicable to other durable medical
22 equipment covered under the policy other than an annual or lifetime dollar maximum that applies
23 in the aggregate to all items and services covered under the policy.

24 (e) Such coverage may include a reasonable coinsurance requirement for a “Technology-
25 Assisted Tracking Device” not to exceed 20 per cent of the allowable cost of the “Technology-
26 Assisted Tracking Device” or repair, unless all covered benefits applying coinsurance under the
27 plan do so at a higher amount. If the policy provides coverage for services from nonparticipating
28 providers, the policy may include a reasonable coinsurance requirement for a “Technology-
29 Assisted Tracking Device” and repairs, not to exceed 40 per cent of the allowable cost of the
30 device or repair when obtained from a nonparticipating provider, unless all covered benefits
31 applying coinsurance under the plan do so at a higher amount.

32 (f) Such coverage may require prior authorization as a condition of coverage for a
33 “Technology-Assisted Tracking Device”

34 (g) Such coverage shall only be required to provide coverage for the most appropriately
35 medically necessary model that adequately meets the needs of the policyholder.

36 SECTION 2. Chapter 175 of the General Laws is hereby amended by inserting after
37 section 47GG the following section:-

38 Section 47HH. (a) Any blanket or general policy of insurance described in subdivision
39 (A), (C) or (D) of section 110 which provides hospital expense and surgical expense insurance
40 and which is issued or subsequently renewed by agreement between the insurer and the policy
41 holder, within or without the commonwealth, during the period this section is effective, or any
42 policy of accident or sickness insurance as described in section 108 which provides hospital
43 expense and surgical expense insurance and which is delivered or issued for delivery or
44 subsequently renewed by agreement between the insurer and the policy holder in the
45 commonwealth, during the period that this section is effective, or any employees' health and
46 welfare fund which provides hospital expense and surgical expense benefits and which is
47 promulgated or renewed to any person or group of persons in the commonwealth, while this
48 section is effective, shall provide coverage for a "Technology-Assisted Tracking Device" and
49 repairs, to an insured who is diagnosed by a licensed physician with Dementia, Alzheimer's
50 disease, or Autism Spectrum Disorder, under the same terms and conditions that apply to other
51 durable medical equipment covered under the policy, except as otherwise provided in this
52 section.

53 (b) In this section, "Technology-Assisted Tracking Device" shall mean any wearable
54 device that complies with the following specifications:

55 The device shall be waterproof and able to function under water; compliant with IP66 and
56 IP68 standards; work indoors or under cover; not require direct line of sight to the sky;
57 independent of third-party public communication networks, cellular, GSM, GPRS, or similar;

58 include a tamper-resistant wrist or ankle strap directly changeable by a caregiver; with system
59 specifics to avoid false alarms in order not to waste LE and SAR time, and a patient specific
60 code to avoid mistaken identities.

61 (c) No such policy shall impose any annual or lifetime dollar maximum on coverage for a
62 “Technology-Assisted Tracking Device” other than an annual or lifetime dollar maximum that
63 applies in the aggregate to all items and services covered under the policy.

64 (d) No such policy shall apply amounts paid for a “Technology-Assisted Tracking
65 Device” to any annual or lifetime dollar maximum applicable to other durable medical
66 equipment covered under the policy other than an annual or lifetime dollar maximum that applies
67 in the aggregate to all items and services covered under the policy.

68 (e) Any such policy may include a reasonable coinsurance requirement for a
69 “Technology-Assisted Tracking Device” and repairs, not to exceed 20 per cent of the allowable
70 cost of the “Technology-Assisted Tracking Device” device or repair, unless all covered benefits
71 applying coinsurance under the plan do so at a higher amount. If such policy provides coverage
72 for services from nonparticipating providers, the contract may include a reasonable coinsurance
73 requirement for a “Technology-Assisted Tracking Device” and repairs, not to exceed 40 per cent
74 of the allowable cost of the “Technology-Assisted Tracking Device” or repair when obtained
75 from a nonparticipating provider, unless all covered benefits applying coinsurance under the plan
76 do so at a higher amount.

77 (f) Any such policy may require prior authorization as a condition of coverage for a
78 “Technology-Assisted Tracking Device”.

79 (g) Any such policy shall only be required to provide coverage for the most appropriately
80 medically necessary model that adequately meets the needs of the policyholder.

81 SECTION 3. Chapter 176A of the General Laws is hereby amended by inserting after
82 section 8II the following section:-

83 Section 8JJ. (a) A contract between a subscriber and the corporation under an individual
84 or group hospital service plan which provides hospital expense and surgical expense insurance
85 delivered, issued or renewed by agreement between the insurer and the policyholder, within or
86 without the commonwealth, shall provide benefits to all individual subscribers and members
87 within the commonwealth and to all group members having a principal place of employment
88 within the commonwealth, for a “Technology-Assisted Tracking Device” and repairs for those
89 individuals who are diagnosed by a licensed physician with Dementia, Alzheimer's disease, or
90 Autism Spectrum Disorder. If a “Technology-Assisted Tracking Device” is covered as a durable
91 medical equipment benefit, coverage shall be provided under the same terms and conditions that
92 apply to other durable medical equipment covered under the contract, except as otherwise
93 provided in this section. If a “Technology-Assisted Tracking Device” is covered as a stand-alone
94 benefit, coverage shall be consistent with the terms and conditions as described in this section.

95 (b) In this section, “Technology-Assisted Tracking Device” shall mean any wearable
96 device that complies with the following specifications:

97 The device shall be waterproof and able to function under water; compliant with IP66 and
98 IP68 standards; work indoors or under cover; not require direct line of sight to the sky;
99 independent of third-party public communication networks, cellular, GSM, GPRS, or similar;
100 include a tamper-resistant wrist or ankle strap directly changeable by a caregiver; with system

101 specifics to avoid false alarms in order not to waste LE and SAR time, and a patient specific
102 code to avoid mistaken identities.

103 (c) No such contract shall impose any annual or lifetime dollar maximum on coverage for
104 a “Technology-Assisted Tracking Device” other than an annual or lifetime dollar maximum that
105 applies in the aggregate to all items and services covered under the policy.

106 (d) No such contract shall apply amounts paid for a “Technology-Assisted Tracking
107 Device” to any annual or lifetime dollar maximum applicable to other durable medical
108 equipment covered under the policy other than an annual or lifetime dollar maximum that applies
109 in the aggregate to all items and services covered under the policy.

110 e) Any such contract may include a reasonable coinsurance requirement for a
111 “Technology-Assisted Tracking Device” and repairs, not to exceed 20 per cent of the allowable
112 cost of the “Technology-Assisted Tracking Device” device or repair, unless all covered benefits
113 applying coinsurance under the plan do so at a higher amount. If the contract provides coverage
114 for services from nonparticipating providers, the contract may include a reasonable coinsurance
115 requirement for a “Technology-Assisted Tracking Device” and repairs, not to exceed 40 per cent
116 of the allowable cost of the a “Technology-Assisted Tracking Device” or repair when obtained
117 from a nonparticipating provider, unless all covered benefits applying coinsurance under the plan
118 do so at a higher amount.

119 (f) Any such contract may require prior authorization as a condition of coverage for a
120 “Technology-Assisted Tracking Device” device.

121 (g) Any such contract shall only be required to provide coverage for the most appropriate
122 medically necessary model that adequately meets the medical needs of the policyholder.

123 SECTION 4. Chapter 176B of the General Laws is hereby amended by inserting, after
124 section 4II, the following section:-

125 Section 4JJ. (a) Any subscription certificate under an individual or group medical service
126 agreement that shall be delivered, issued or renewed within the commonwealth shall provide, as
127 benefits to all individual subscribers or members within the commonwealth and to all group
128 members having a principal place of employment within the commonwealth, coverage for a
129 “Technology-Assisted Tracking Device” and repairs for those who are diagnosed by a licensed
130 physician with Dementia, Alzheimer's disease, or Autism Spectrum Disorder. If a “Technology-
131 Assisted Tracking Device” is covered as a durable medical equipment benefit, coverage shall be
132 provided under the same terms and conditions that apply to other durable medical equipment
133 covered under the policy, except as otherwise provided in this section. If a “Technology-Assisted
134 Tracking Device” is covered as a stand-alone benefit, coverage shall be consistent with the terms
135 and conditions as described in this section.

136 (b) In this section, “Technology-Assisted Tracking Device” shall mean any wearable
137 device that complies with the following specifications:

138 The device shall be waterproof and able to function under water; compliant with IP66 and
139 IP68 standards; work indoors or under cover; not require direct line of sight to the sky;
140 independent of third-party public communication networks, cellular, GSM, GPRS, or similar;
141 include a tamper-resistant wrist or ankle strap directly changeable by a caregiver; with system
142 specifics to avoid false alarms in order not to waste LE and SAR time, and a patient specific
143 code to avoid mistaken identities.

144 (c) No such certificate shall impose any annual or lifetime dollar maximum on coverage
145 for a “Technology-Assisted Tracking Device” other than an annual or lifetime dollar maximum
146 that applies in the aggregate to all items and services covered under the policy.

147 (d) No such certificate shall impose amounts paid for a “Technology-Assisted Tracking
148 Device” to any annual or lifetime dollar maximum applicable to other durable medical
149 equipment covered under the policy other than an annual or lifetime dollar maximum that applies
150 in the aggregate to all items and services covered under the policy.

151 (e) Any such certificate may include a reasonable coinsurance requirement for a
152 “Technology-Assisted Tracking Device” and repairs, not to exceed 20 per cent of the allowable
153 cost of the a “Technology-Assisted Tracking Device” or repair, unless all covered benefits
154 applying coinsurance under the plan do so at a higher amount. If the certificate provides
155 coverage for services from nonparticipating providers, the contract may include a reasonable
156 coinsurance requirement for a “Technology-Assisted Tracking Device” and repairs, not to
157 exceed 40 per cent of the allowable cost of the a “Technology-Assisted Tracking Device” or
158 repair when obtained from a nonparticipating provider, unless all covered benefits applying
159 coinsurance under the plan do so at a higher amount.

160 (f) Any such certificate may require prior authorization as a condition of coverage for a
161 “Technology-Assisted Tracking Device”.

162 (g) Any such contract shall only be required to provide coverage for the most appropriate
163 medically necessary model that adequately meets the medical needs of the policyholder.

164 SECTION 5. Chapter 176G of the General Laws is hereby amended by inserting after
165 section 4AA, the following section:-

166 Section 4BB. (a) Individual and group health maintenance contracts shall provide
167 coverage for a “Technology-Assisted Tracking Device” and repairs for those insureds diagnosed
168 by a licensed physician with Dementia, Alzheimer's disease, or Autism Spectrum Disorder. If a
169 “Technology-Assisted Tracking Device” is covered as a durable medical equipment benefit,
170 coverage shall be provided under the same terms and conditions that apply to other durable
171 medical equipment covered under the contracts, except as otherwise provided in this section. If a
172 “Technology-Assisted Tracking Device” is covered as a stand-alone benefit, coverage shall be
173 consistent with the terms and conditions as described in this section.

174 (b) In this section, “Technology-Assisted Tracking Device” shall mean any wearable
175 device that complies with the following specifications:

176 The device shall be waterproof and able to function under water; compliant with IP66 and
177 IP68 standards; work indoors or under cover; not require direct line of sight to the sky;
178 independent of third-party public communication networks, cellular, GSM, GPRS, or similar;
179 include a tamper-resistant wrist or ankle strap directly changeable by a caregiver; with system
180 specifics to avoid false alarms in order not to waste LE and SAR time, and a patient specific
181 code to avoid mistaken identities.

182 (c) A health maintenance contract shall not impose any annual or lifetime dollar
183 maximum on coverage for a “Technology-Assisted Tracking Device” other than an annual or
184 lifetime dollar maximum that applies in the aggregate to all items and services covered under the
185 policy.

186 (d) A health maintenance contract shall not apply amounts paid for a “Technology-
187 Assisted Tracking Device” to any annual or lifetime dollar maximum applicable to other durable

188 medical equipment covered under the policy other than an annual or lifetime dollar maximum
189 that applies in the aggregate to all items and services covered under the policy.

190 (e) A health maintenance contract may include a reasonable coinsurance requirement for
191 a “Technology-Assisted Tracking Device” and repairs, not to exceed 20 per cent of the allowable
192 cost of the “Technology-Assisted Tracking Device” device or repair, unless all covered benefits
193 applying coinsurance under the plan do so at a higher amount. If the health maintenance contract
194 provides coverage for services from nonparticipating providers, the contract may include a
195 reasonable coinsurance requirement for a “Technology-Assisted Tracking Device” and repairs,
196 not to exceed 40 per cent of the allowable cost of the a “Technology-Assisted Tracking Device”
197 device or repair when obtained from a nonparticipating provider, unless all covered benefits
198 applying coinsurance under the plan do so at a higher amount.

199 (f) A health maintenance contract may require prior authorization as a condition of
200 coverage for a “Technology-Assisted Tracking Device”.

201 (g) A health maintenance contract shall only be required to provide coverage for the most
202 appropriate medically necessary model that adequately meets the medical needs of the
203 policyholder.