

BENEFITS ON AN EXPENSE-INCURRED BASIS SHALL PAY THE HOME MEDICAL EQUIPMENT PROVIDER DIRECTLY IF PAYMENT IS PROVIDED FOR IN THE CONTRACT, POLICY, OR CERTIFICATE OF INSURANCE WITH THE NONPROFIT HEALTH SERVICE PLAN.

(2) IF THE CONTRACT, POLICY, OR CERTIFICATE OF INSURANCE WITH THE NONPROFIT HEALTH SERVICE PLAN DOES NOT REQUIRE DIRECT PAYMENT, THE NONPROFIT HEALTH SERVICE PLAN MAY PAY THE PROVIDER OR THE SUBSCRIBER RECEIVING THE HOME MEDICAL EQUIPMENT. AND

(3) THE NONPROFIT HEALTH SERVICE PLAN MAY NOT REQUIRE THE PROVIDER TO ACCEPT LESS THAN THE FULL AGREED UPON MONTHLY RENTAL AMOUNT FOR EACH MONTH THAT USE OF THE EQUIPMENT IS AUTHORIZED BY THE NONPROFIT HEALTH SERVICE PLAN.

(B) AUTHORIZATION MAY NOT BE TERMINATED UNTIL BOTH THE PROVIDER AND BENEFICIARY OF THE SERVICES EQUIPMENT HAVE BEEN NOTIFIED ~~IN WRITING~~ THAT AUTHORIZATION IS TERMINATED.

(C) A PURCHASE OF THE RENTED EQUIPMENT AND SERVICES MAY BE MADE ~~ONLY ON WRITTEN~~ WITH THE CONSENT OF THE PROVIDER AND THE NONPROFIT HEALTH SERVICE PLAN IN ACCORDANCE WITH THE BENEFITS AVAILABLE UNDER THE APPLICABLE HEALTH BENEFITS POLICY OR CERTIFICATE.

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(A) AN INSURER UNDER A CONTRACT, AGREEMENT, OR ASSIGNMENT IN WHICH AN INDIVIDUAL RECEIVES HOME MEDICAL EQUIPMENT UNDER A HEALTH INSURANCE POLICY OR CERTIFICATE DELIVERED OR ISSUED FOR DELIVERY IN THE STATE THAT PROVIDES BENEFITS ON AN EXPENSE-INCURRED BASIS SHALL PAY THE HOME MEDICAL EQUIPMENT PROVIDER DIRECTLY AND IF THE INSURED HAS EXECUTED AN ASSIGNMENT OF BENEFITS AND, SUBJECT TO THE COPAYMENT AND DEDUCTIBLE PROVISIONS IN THE CONTRACT, MAY NOT REQUIRE THE PROVIDER TO ACCEPT LESS THAN THE FULL AGREED UPON MONTHLY RENTAL AMOUNT FOR EACH MONTH THAT USE OF THE EQUIPMENT IS AUTHORIZED BY THE INSURER IN WHICH BENEFITS ARE PAYABLE UNDER THE INSURANCE CONTRACT.

(B) AUTHORIZATION MAY NOT BE TERMINATED UNTIL BOTH THE PROVIDER AND BENEFICIARY OF THE SERVICES EQUIPMENT HAVE BEEN NOTIFIED ~~IN WRITING~~ THAT AUTHORIZATION IS TERMINATED.

(C) A PURCHASE OF THE RENTED EQUIPMENT AND SERVICES MAY BE MADE ~~ONLY ON WRITTEN~~ WITH THE CONSENT OF THE PROVIDER AND THE INSURER PROVIDED THAT THE PURCHASE PRICE AND THE RENTAL PRICE OF THE EQUIPMENT WERE DISCLOSED TO THE INSURER, UPON THE INSURER'S REQUEST, EITHER PRIOR TO THE INITIAL ELECTION TO RENT THE EQUIPMENT OR UPON THE INSURER RECEIVING THE INITIAL CLAIM FROM THE PROVIDER AND THERE IS NO MATERIAL CHANGE IN THE MEDICAL CONDITION OF THE INSURED, AS CERTIFIED BY THE ATTENDING PHYSICIAN.