

# STATE OF NEW YORK

1921--B

2025-2026 Regular Sessions

## IN ASSEMBLY

January 14, 2025

Introduced by M. of A. PAULIN, LEVENBERG -- read once and referred to the Committee on Insurance -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee -- recommitted to the Committee on Insurance in accordance with Assembly Rule 3, sec. 2 -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the insurance law, in relation to providing insurance coverage for non-pharmacological treatments and non-opioid drugs for chronic pain

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Subsection (i) of section 3216 of the insurance law is  
2 amended by adding a new paragraph 42 to read as follows:

3 (42) (A) Every policy that provides medical, major medical, or similar  
4 comprehensive-type coverage that provides coverage for pain shall  
5 provide outpatient coverage for a minimum of three non-pharmacological  
6 treatments of chronic pain, and a minimum of two non-opioid drugs  
7 approved by the United States Food and Drug Administration (FDA) for the  
8 treatment of acute or chronic pain. Such non-pharmacological non-opioid  
9 treatments shall include at least one of each of the following treatment  
10 types: (i) restorative treatments such as massage therapy; (ii) behav-  
11 ioral treatments such as cognitive behavioral therapy; and (iii) comple-  
12 mentary treatments such as acupuncture. Access to non-pharmacological  
13 treatments and non-opioid drugs shall be comparable to that of other  
14 covered services. Coverage shall be comparable for services provided by  
15 licensed professionals.

16 (B) Coverage under this subsection shall not apply financial require-  
17 ments or treatment limitations to non-opioid treatment of chronic pain  
18 that are more restrictive than either of the following: the predominant  
19 financial requirements and treatment limitations applied to substantial-  
20 ly all medical benefits covered by the contract; and the financial

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [-] is old law to be omitted.

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1 requirements and treatment limitations applied to any opioid-based  
2 treatment of chronic pain. Coverage under this paragraph shall not  
3 disadvantage or discourage any non-opioid drug approved by the United  
4 States Food and Drug Administration (FDA) for the treatment of chronic  
5 or acute pain relative to any opioid drug for the treatment of chronic  
6 or acute pain, where impermissible disadvantaging or discouragement  
7 includes, without limitation: designating any such non-opioid drug as a  
8 non-preferred drug if any opioid or narcotic drug is designated as a  
9 preferred drug; or establishing more restrictive or more extensive  
10 utilization controls including, but not limited to, more restrictive or  
11 more extensive financial requirements, prior authorization, or step  
12 therapy requirements, for such non-opioid drug than the least restric-  
13 tive or extensive utilization controls applicable to any such opioid or  
14 narcotic drug.

15 (C) For the purposes of this paragraph the following terms shall have  
16 the following meanings:

17 (i) "financial requirement" means deductible, co-payments, co-insu-  
18 rance and out-of-pocket expenses;

19 (ii) "predominant" means that a financial requirement or treatment  
20 limitation is the most common or frequent of such type of limit or  
21 requirement;

22 (iii) "treatment limitation" means limits on the frequency of treat-  
23 ment, number of visits, days of coverage, or other similar limits on the  
24 scope or duration of treatment and includes non-quantitative treatment  
25 limitations such as: medical management standards limiting or excluding  
26 benefits based on medical necessity, or based on whether the treatment  
27 is experimental or investigational; standards for provider admission to  
28 participate in a network, including reimbursement rates; methods for  
29 determining usual, customary and reasonable charges; exclusions based on  
30 failure to complete a course of treatment; and restrictions based on  
31 geographic location, facility type, provider specialty, and other crite-  
32 ria that limit the scope or duration of benefits for services provided  
33 under the contract;

34 (iv) "chronic pain" means pain that persists or recurs for more than  
35 three months; and

36 (v) "acute pain" means pain whether resulting from disease, accidental  
37 or intentional trauma, or other causes that is reasonably expected to  
38 last only a short period of time.

39 § 2. Subsection (1) of section 3221 of the insurance law is amended by  
40 adding a new paragraph 24 to read as follows:

41 (24) (A) Every insurer delivering a group or blanket policy or issuing  
42 a group or blanket policy for delivery in this state that provides  
43 coverage for pain shall provide outpatient coverage for a minimum of  
44 three non-pharmacological treatments of chronic pain, and a minimum of  
45 two non-opioid drugs approved by the United States Food and Drug Admin-  
46 istration (FDA) for the treatment of chronic or acute pain. Such non-  
47 pharmacological non-opioid treatments shall include at least one of each  
48 of the following treatment types: (i) restorative treatments such as  
49 massage therapy; (ii) behavioral treatments such as cognitive behavioral  
50 therapy; and (iii) complementary treatments such as acupuncture. Access  
51 to non-pharmacological treatments and non-opioid drugs for the treatment  
52 of acute or chronic pain shall be comparable to that of other covered  
53 services. Coverage shall be comparable for services provided by licensed  
54 professionals.

55 (B) Coverage under this subsection shall not apply financial require-  
56 ments or treatment limitations to non-opioid treatment of chronic pain

1 that are more restrictive than either of the following: the predominant  
2 financial requirements and treatment limitations applied to substantial-  
3 ly all medical benefits covered by the contract; and the financial  
4 requirements and treatment limitations applied to any opioid-based  
5 treatment of chronic pain. Coverage under this paragraph shall not  
6 disadvantage or discourage any non-opioid drug approved by the United  
7 States Food and Drug Administration (FDA) for the treatment of chronic  
8 or acute pain relative to any opioid drug for the treatment of chronic  
9 or acute pain, where impermissible disadvantaging or discouragement  
10 includes, without limitation: designating any such non-opioid drug as a  
11 non-preferred drug if any opioid or narcotic drug is designated as a  
12 preferred drug; or establishing more restrictive or more extensive  
13 utilization controls including, but not limited to, more restrictive or  
14 more extensive financial requirements, prior authorization, or step  
15 therapy requirements, for such non-opioid drug than the least restric-  
16 tive or extensive utilization controls applicable to any such opioid or  
17 narcotic drug.

18 (C) For the purposes of this paragraph the following terms shall have  
19 the following meanings:

20 (i) "financial requirement" means deductible, co-payments, co-insu-  
21 rance and out-of-pocket expenses;

22 (ii) "predominant" means that a financial requirement or treatment  
23 limitation is the most common or frequent of such type of limit or  
24 requirement;

25 (iii) "treatment limitation" means limits on the frequency of treat-  
26 ment, number of visits, days of coverage, or other similar limits on the  
27 scope or duration of treatment and includes non-quantitative treatment  
28 limitations such as: medical management standards limiting or excluding  
29 benefits based on medical necessity, or based on whether the treatment  
30 is experimental or investigational; standards for provider admission to  
31 participate in a network, including reimbursement rates; methods for  
32 determining usual, customary and reasonable charges; exclusions based on  
33 failure to complete a course of treatment; and restrictions based on  
34 geographic location, facility type, provider specialty, and other crite-  
35 ria that limit the scope or duration of benefits for services provided  
36 under the contract;

37 (iv) "chronic pain" means pain that persists or recurs for more than  
38 three months; and

39 (v) "acute pain" means pain whether resulting from disease, accidental  
40 or intentional trauma, or other causes that is reasonably expected to  
41 last only a short period of time.

42 § 3. Section 4303 of the insurance law is amended by adding a new  
43 subsection (xx) to read as follows:

44 (xx) (1) Every contract issued by a hospital service corporation,  
45 health service corporation or medical expense indemnity corporation that  
46 includes coverage for pain shall provide outpatient coverage for a mini-  
47 mum of three non-pharmacological treatments of chronic pain, and a mini-  
48 mum of two non-opioid drugs approved by the United States Food and Drug  
49 Administration (FDA) for the treatment of acute or chronic pain. Such  
50 non-pharmacological non-opioid treatments shall include at least one of  
51 each of the following treatment types: (A) restorative treatments such  
52 as massage therapy; (B) behavioral treatments such as cognitive behav-  
53 ioral therapy; and (C) complementary treatments such as acupuncture.  
54 Access to non-pharmacological treatments and non-opioid drugs for the  
55 treatment of acute or chronic pain shall be comparable to that of other

1 covered services. Coverage shall be comparable for services provided by  
2 licensed professionals.

3 (2) Coverage under this subsection shall not apply financial require-  
4 ments or treatment limitations to non-opioid treatment of chronic pain  
5 that are more restrictive than either of the following: the predominant  
6 financial requirements and treatment limitations applied to substantial-  
7 ly all medical benefits covered by the contract; and the financial  
8 requirements and treatment limitations applied to any opioid-based  
9 treatment of chronic pain. Coverage under this subsection shall not  
10 disadvantage or discourage any non-opioid drug approved by the United  
11 States Food and Drug Administration (FDA) for the treatment of chronic  
12 or acute pain relative to any opioid drug for the treatment of chronic  
13 or acute pain, where impermissible disadvantaging or discouragement  
14 includes, without limitation: designating any such non-opioid drug as a  
15 non-preferred drug if any opioid or narcotic drug is designated as a  
16 preferred drug; or establishing more restrictive or more extensive  
17 utilization controls including, but not limited to, more restrictive or  
18 more extensive financial requirements, prior authorization, or step  
19 therapy requirements, for such non-opioid drug than the least restric-  
20 tive or extensive utilization controls applicable to any such opioid or  
21 narcotic drug.

22 (3) For the purposes of this subsection the following terms shall have  
23 the following meanings:

24 (A) "financial requirement" means deductible, co-payments, co-insu-  
25 rance and out-of-pocket expenses;

26 (B) "predominant" means that a financial requirement or treatment  
27 limitation is the most common or frequent of such type of limit or  
28 requirement;

29 (C) "treatment limitation" means limits on the frequency of treatment,  
30 number of visits, days of coverage, or other similar limits on the scope  
31 or duration of treatment and includes non-quantitative treatment limita-  
32 tions such as: medical management standards limiting or excluding bene-  
33 fits based on medical necessity, or based on whether the treatment is  
34 experimental or investigational; standards for provider admission to  
35 participate in a network, including reimbursement rates; methods for  
36 determining usual, customary and reasonable charges; exclusions based on  
37 failure to complete a course of treatment; and restrictions based on  
38 geographic location, facility type, provider specialty, and other crite-  
39 ria that limit the scope or duration of benefits for services provided  
40 under the contract;

41 (D) "chronic pain" means pain that persists or recurs for more than  
42 three months; and

43 (E) "acute pain" means pain whether resulting from disease, accidental  
44 or intentional trauma, or other causes that is reasonably expected to  
45 last only a short period of time.

46 § 4. This act shall take effect on the first of January next succeed-  
47 ing the date on which it shall have become a law and shall apply to all  
48 policies and contracts issued, renewed, modified, altered, or amended on  
49 or after such date.