

1 **SSB 5028** - H COMM AMD

2 By Committee on Judiciary

3 On page 1, after the enacting clause, strike everything and insert
4 the following:

5 "Sec. 1. RCW 70.02.070 and 1995 c 292 s 20 are each amended to
6 read as follows:

7 (1) Upon the request of the person requesting the record, the
8 health care provider or facility shall certify the record furnished and
9 may charge for such certification in accordance with RCW 36.18.016(5).
10 No record need be certified until the fee is paid. The certification
11 shall be affixed to the record and disclose:

12 ((+1+)) (a) The identity of the patient;

13 ((+2+)) (b) The kind of health care information involved;

14 ((+3+)) (c) The identity of the person to whom the information is
15 being furnished;

16 ((+4+)) (d) The identity of the health care provider or facility
17 furnishing the information;

18 ((+5+)) (e) The number of pages of the health care information;

19 ((+6+)) (f) The date on which the health care information is
20 furnished; and

21 ((+7+)) (g) That the certification is to fulfill and meet the
22 requirements of this section.

23 (2) In a court of law, in an action to recover damages for
24 personal injury, the amount stated in a health care provider's billing
25 statement certified under this section for treatment provided to a
26 patient is presumed to be the usual and customary value of health care
27 treatment, and the statement is admissible in evidence to establish
28 that the charges are usual and customary charges in the community. The
29 presumption that the charges are usual and customary may be rebutted by
30 a preponderance of the evidence. The presumption does not shift the
31 burden of proof that the health care treatment was for health
32 conditions proximately caused by another's fault."

EFFECT: Clarifies that the presumption regarding certified billing statements applies only in the case of a personal injury lawsuit. Removes references to "reasonable" or "reasonable and customary"

values and charges and uses the phrase "usual and customary" throughout the provision. Makes various grammatical changes.