

SHB 1762 - H AMD 209

By Representative Riccelli

ADOPTED 3/9/2015

1 Strike everything after the enacting clause and insert the
2 following:

3 "NEW SECTION. **Sec. 1.** A new section is added to chapter 48.20
4 RCW to read as follows:

5 (1) The definitions in this subsection apply throughout this
6 section unless the context clearly requires otherwise.

7 (a)(i) "Noncovered vision materials or services" means vision
8 materials or vision services that are:

9 (A) Excluded from coverage under the terms and conditions of the
10 health benefit plan; or

11 (B) Ineligible for reimbursement under the health benefit plan.

12 (ii) Vision materials or vision services are not noncovered
13 vision materials or vision services solely because they are not
14 wholly or partially reimbursable due to the operation of plan or
15 contract limitations, such as benefit maximums, deductibles,
16 coinsurance, waiting periods, or frequency limitations.

17 (b) "Vision care provider" means:

18 (i) An optometrist licensed under chapter 18.53 RCW;

19 (ii) A physician licensed under chapter 18.71 RCW or osteopathic
20 physician and surgeon licensed under chapter 18.57 RCW, who has
21 completed a residency in ophthalmology; or

22 (iii) A dispensing optician licensed under chapter 18.34 RCW.

23 (c) "Vision materials" means ophthalmic devices including, but
24 not limited to, devices containing lenses, artificial intraocular
25 lenses, ophthalmic frames and other lens mounting apparatuses,
26 prisms, lens treatments and coatings, contact lenses, or prosthetic
27 devices to correct, relieve, or treat defects or abnormal conditions
28 of the human eye or its adnexa.

29 (d) "Vision services" means professional work performed by a
30 vision care provider within the scope of his or her practice.

31 (2) An insurer, or any contract or participating provider
32 agreement between the insurer and a vision care provider, may not:

1 (a) Prohibit directly or indirectly an enrollee from freely
2 contracting at any time to obtain noncovered vision materials or
3 services outside the health benefit plan on any terms or conditions
4 the enrollee and vision care provider may agree to. Nothing in this
5 subsection may be construed to bind an insurer or vision care
6 provider for any noncovered vision materials or services. Nothing in
7 this subsection prohibits a vision care provider from choosing to
8 contractually opt in to a materials discount program sponsored by an
9 insurer or vision care plan;

10 (b) Require a vision care provider to participate with, or be
11 credentialed by, another insurer, health carrier, or health benefit
12 plan as a condition to join one of the insurer's provider panels; or

13 (c) Require a vision care provider to purchase vision services or
14 vision materials from suppliers, including optical labs, in which the
15 insurer has a financial interest.

16 (3) An insurer must provide no less than sixty days' notice to
17 the vision care provider of any proposed changes to a vision care
18 provider's contract with the insurer, which the vision care provider
19 may accept or reject at any time within the notice period. A vision
20 care provider's rejection of the amendment does not affect the terms
21 of the vision care provider's existing contract with the insurer. If
22 the notice of proposed amendment is delivered in writing to the
23 vision care provider via certified mail, the amendment may be
24 considered accepted in the absence of written notice of rejection by
25 the vision care provider within the sixty-day notice period.

26 (4) An insurer may require a vision care provider to notify the
27 insurer of any changes to his or her provider practice status
28 including, but not limited to, tax identification, address, phone
29 number, hours of operations, and providers on staff.

30 (5) The commissioner shall respond to all complaints alleging
31 violations of this section using the same standards, timelines, and
32 procedures, regardless of the identity of the person or entity making
33 the complaint.

34 NEW SECTION. **Sec. 2.** A new section is added to chapter 48.21
35 RCW to read as follows:

36 (1) The definitions in this subsection apply throughout this
37 section unless the context clearly requires otherwise.

38 (a)(i) "Noncovered vision materials or services" means vision
39 materials or vision services that are:

1 (A) Excluded from coverage under the terms and conditions of the
2 health benefit plan; or
3 (B) Ineligible for reimbursement under the health benefit plan.
4 (ii) Vision materials or vision services are not noncovered
5 vision materials or vision services solely because they are not
6 wholly or partially reimbursable due to the operation of plan or
7 contract limitations, such as benefit maximums, deductibles,
8 coinsurance, waiting periods, or frequency limitations.
9 (b) "Vision care provider" means:
10 (i) An optometrist licensed under chapter 18.53 RCW;
11 (ii) A physician licensed under chapter 18.71 RCW or osteopathic
12 physician and surgeon licensed under chapter 18.57 RCW, who has
13 completed a residency in ophthalmology; or
14 (iii) A dispensing optician licensed under chapter 18.34 RCW.
15 (c) "Vision materials" means ophthalmic devices including, but
16 not limited to, devices containing lenses, artificial intraocular
17 lenses, ophthalmic frames and other lens mounting apparatuses,
18 prisms, lens treatments and coatings, contact lenses, or prosthetic
19 devices to correct, relieve, or treat defects or abnormal conditions
20 of the human eye or its adnexa.
21 (d) "Vision services" means professional work performed by a
22 vision care provider within the scope of his or her practice.
23 (2) An insurer, or any contract or participating provider
24 agreement between the insurer and a vision care provider, may not:
25 (a) Prohibit directly or indirectly an enrollee from freely
26 contracting at any time to obtain noncovered vision materials or
27 services outside the health benefit plan on any terms or conditions
28 the enrollee and vision care provider may agree to. Nothing in this
29 subsection may be construed to bind an insurer or vision care
30 provider for any noncovered vision materials or services. Nothing in
31 this subsection prohibits a vision care provider from choosing to
32 contractually opt in to a materials discount program sponsored by an
33 insurer or vision care plan;
34 (b) Require a vision care provider to participate with, or be
35 credentialed by, another insurer, health carrier, or health benefit
36 plan as a condition to join one of the insurer's provider panels; or
37 (c) Require a vision care provider to purchase vision services or
38 vision materials from suppliers, including optical labs, in which the
39 insurer has a financial interest.

1 (3) An insurer must provide no less than sixty days' notice to
2 the vision care provider of any proposed changes to a vision care
3 provider's contract with the insurer, which the vision care provider
4 may accept or reject at any time within the notice period. A vision
5 care provider's rejection of the amendment does not affect the terms
6 of the vision care provider's existing contract with the insurer. If
7 the notice of proposed amendment is delivered in writing to the
8 vision care provider via certified mail, the amendment may be
9 considered accepted in the absence of written notice of rejection by
10 the vision care provider within the sixty-day notice period.

11 (4) An insurer may require a vision care provider to notify the
12 insurer of any changes to his or her provider practice status
13 including, but not limited to, tax identification, address, phone
14 number, hours of operations, and providers on staff.

15 (5) The commissioner shall respond to all complaints alleging
16 violations of this section using the same standards, timelines, and
17 procedures, regardless of the identity of the person or entity making
18 the complaint.

19 NEW SECTION. **Sec. 3.** A new section is added to chapter 48.44
20 RCW to read as follows:

21 (1) The definitions in this subsection apply throughout this
22 section unless the context clearly requires otherwise.

23 (a)(i) "Noncovered vision materials or services" means vision
24 materials or vision services that are:

25 (A) Excluded from coverage under the terms and conditions of the
26 health benefit plan; or

27 (B) Ineligible for reimbursement under the health benefit plan.

28 (ii) Vision materials or vision services are not noncovered
29 vision materials or vision services solely because they are not
30 wholly or partially reimbursable due to the operation of plan or
31 contract limitations, such as benefit maximums, deductibles,
32 coinsurance, waiting periods, or frequency limitations.

33 (b) "Vision care provider" means:

34 (i) An optometrist licensed under chapter 18.53 RCW;

35 (ii) A physician licensed under chapter 18.71 RCW or osteopathic
36 physician and surgeon licensed under chapter 18.57 RCW, who has
37 completed a residency in ophthalmology; or

38 (iii) A dispensing optician licensed under chapter 18.34 RCW.

1 (c) "Vision materials" means ophthalmic devices including, but
2 not limited to, devices containing lenses, artificial intraocular
3 lenses, ophthalmic frames and other lens mounting apparatuses,
4 prisms, lens treatments and coatings, contact lenses, or prosthetic
5 devices to correct, relieve, or treat defects or abnormal conditions
6 of the human eye or its adnexa.

7 (d) "Vision services" means professional work performed by a
8 vision care provider within the scope of his or her practice.

9 (2) A health care services contractor, or any contract or
10 participating provider agreement between the health care services
11 contractor and a vision care provider, may not:

12 (a) Prohibit directly or indirectly an enrollee from freely
13 contracting at any time to obtain noncovered vision materials or
14 services outside the health benefit plan on any terms or conditions
15 the enrollee and vision care provider may agree to. Nothing in this
16 subsection may be construed to bind a health care services contractor
17 or vision care provider for any noncovered vision materials or
18 services. Nothing in this subsection prohibits a vision care provider
19 from choosing to contractually opt in to a materials discount program
20 sponsored by a health care services contractor or vision care plan;

21 (b) Require a vision care provider to participate with, or be
22 credentialed by, another health care services contractor, health
23 carrier, or health benefit plan as a condition to join one of the
24 health care services contractor's provider panels; or

25 (c) Require a vision care provider to purchase vision services or
26 vision materials from suppliers, including optical labs, in which the
27 health care services contractor has a financial interest.

28 (3) A health care services contractor must provide no less than
29 sixty days' notice to the vision care provider of any proposed
30 changes to a vision care provider's contract with the health care
31 services contractor, which the vision care provider may accept or
32 reject at any time within the notice period. A vision care provider's
33 rejection of the amendment does not affect the terms of the vision
34 care provider's existing contract with the health care services
35 contractor. If the notice of proposed amendment is delivered in
36 writing to the vision care provider via certified mail, the amendment
37 may be considered accepted in the absence of written notice of
38 rejection by the vision care provider within the sixty-day notice
39 period.

1 (4) A health care services contractor may require a vision care
2 provider to notify the health care services contractor of any changes
3 to his or her provider practice status including, but not limited to,
4 tax identification, address, phone number, hours of operations, and
5 providers on staff.

6 (5) The commissioner shall respond to all complaints alleging
7 violations of this section using the same standards, timelines, and
8 procedures, regardless of the identity of the person or entity making
9 the complaint.

10 NEW SECTION. **Sec. 4.** A new section is added to chapter 48.46
11 RCW to read as follows:

12 (1) The definitions in this subsection apply throughout this
13 section unless the context clearly requires otherwise.

14 (a)(i) "Noncovered vision materials or services" means vision
15 materials or vision services that are:

16 (A) Excluded from coverage under the terms and conditions of the
17 health benefit plan; or

18 (B) Ineligible for reimbursement under the health benefit plan.

19 (ii) Vision materials or vision services are not noncovered
20 vision materials or vision services solely because they are not
21 wholly or partially reimbursable due to the operation of plan or
22 contract limitations, such as benefit maximums, deductibles,
23 coinsurance, waiting periods, or frequency limitations.

24 (b) "Vision care provider" means:

25 (i) An optometrist licensed under chapter 18.53 RCW;

26 (ii) A physician licensed under chapter 18.71 RCW or osteopathic
27 physician and surgeon licensed under chapter 18.57 RCW, who has
28 completed a residency in ophthalmology; or

29 (iii) A dispensing optician licensed under chapter 18.34 RCW.

30 (c) "Vision materials" means ophthalmic devices including, but
31 not limited to, devices containing lenses, artificial intraocular
32 lenses, ophthalmic frames and other lens mounting apparatuses,
33 prisms, lens treatments and coatings, contact lenses, or prosthetic
34 devices to correct, relieve, or treat defects or abnormal conditions
35 of the human eye or its adnexa.

36 (d) "Vision services" means professional work performed by a
37 vision care provider within the scope of his or her practice.

1 (2) A health maintenance organization, or any contract or
2 participating provider agreement between the health maintenance
3 organization and a vision care provider, may not:

4 (a) Prohibit directly or indirectly an enrollee from freely
5 contracting at any time to obtain noncovered vision materials or
6 services outside the health benefit plan on any terms or conditions
7 the enrollee and vision care provider may agree to. Nothing in this
8 subsection may be construed to bind a health maintenance organization
9 or vision care provider for any noncovered vision materials or
10 services. Nothing in this subsection prohibits a vision care provider
11 from choosing to contractually opt in to a materials discount program
12 sponsored by a health maintenance organization or vision care plan;

13 (b) Require a vision care provider to participate with, or be
14 credentialed by, another health maintenance organization, health
15 carrier, or health benefit plan as a condition to join one of the
16 health maintenance organization's provider panels; or

17 (c) Require a vision care provider to purchase vision services or
18 vision materials from suppliers, including optical labs, in which the
19 health maintenance organization has a financial interest.

20 (3) A health maintenance organization must provide no less than
21 sixty days' notice to the vision care provider of any proposed
22 changes to a vision care provider's contract with the health
23 maintenance organization, which the vision care provider may accept
24 or reject at any time within the notice period. A vision care
25 provider's rejection of the changes does not affect the terms of the
26 vision care provider's existing contract with the health maintenance
27 organization. If the notice of proposed changes is delivered in
28 writing to the vision care provider via certified mail, the changes
29 may be considered accepted in the absence of written notice of
30 rejection by the vision care provider within the sixty-day notice
31 period.

32 (4) A health maintenance organization may require a vision care
33 provider to notify the health maintenance organization of any changes
34 to his or her provider practice status including, but not limited to,
35 tax identification, address, phone number, hours of operations, and
36 providers on staff.

37 (5) The commissioner shall respond to all complaints alleging
38 violations of this section using the same standards, timelines, and
39 procedures, regardless of the identity of the person or entity making
40 the complaint.

1 (6) This section does not apply to vision materials or vision
2 services provided directly by a health maintenance organization.

3 NEW SECTION. **Sec. 5.** This act takes effect January 1, 2016."

4 Correct the title.

EFFECT: Removes the definition of "covered vision materials or services" and replaces it with a definition of "noncovered vision materials or services," which are services excluded from coverage under the terms or conditions of the health benefit plan or are ineligible for reimbursement under the health benefit plan. Clarifies that vision materials or services are not noncovered solely because they are not wholly or partially reimbursable due to the operation of plan or contract limitations.

Removes the prohibition against a carrier requiring a vision care provider to provide noncovered services at a fee set or limited by the carrier. Instead, requires a carrier to allow an enrollee to freely contract at any time to obtain noncovered vision materials or services outside the health benefit plan on any terms or conditions to which the enrollee and the vision care provider agree. Clarifies that a vision care provider may opt in to a materials discount program.

Allows a provider to accept or reject a contract change at any time during the 60-day notice period, instead of within 30 days.

Removes the prohibition against a carrier providing nominal reimbursement for vision materials or services in order to claim the materials or services are covered. Removes the provisions making the Consumer Protection Act applicable. Provides an effective date of January 1, 2016.

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