



440 1st St. NW, Suite 430 | Washington, DC 20001  
O: 202.808.8848 | [thehealthbenefitsinstitute.org](http://thehealthbenefitsinstitute.org)

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Senator Bob D. Hackett  
Senate Building  
1 Capitol Square  
1st Floor  
Columbus, OH 43215  
[sd10@ohiosenate.gov](mailto:sd10@ohiosenate.gov)

Will Melofchik  
NCOIL  
2317 Route 34 S, Suite 2B,  
Manasquan, New Jersey 08736  
[wmelofchik@ncoil.org](mailto:wmelofchik@ncoil.org)

RE: Draft Model Act Regarding Vision Care Services

Thank for the opportunity to comment on Draft Model Act Regarding Vision Care Services. The Health Benefits Institute is a group of agents, brokers, insurers, employers, benefit platforms and others seeking to protect the ability of consumers to make their own health care financing choices. We support policies that expand consumer choice and control, promote industry standards, educate consumers on their options and foster high quality health outcomes through transparency in health care prices, quality, and the financing mechanisms used to pay for care.

While the current language in the model is improvement on the prior draft, we continue to have concerns. The language, as written, remains anti-consumer. It limits the ability of contracting entities to negotiate on behalf of consumers who remain at their most vulnerable when the services are not covered. We would suggest the following specific changes.

First the section (b) below is unclear:

(b) No contract between a vision care provider and a vision care plan to provide covered vision services or vision care materials shall be contingent on whether the vision care provider has entered into an agreement addressing noncovered vision services pursuant to division

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(D)(1)(a).

Any contract with the medical provider must address whether or not uncovered services are subject to the terms of the contract. We believe the section either needs re-wording or deletion. We also continue to believe that the state should not restrict the right to contract between two parties. Limiting the contracting entities right to require the contract to apply regardless of whether or not services puts consumers in a vulnerable position when services are not covered. It is also important to note that the provision is also unenforceable short of court action. We would recommend the section be deleted rather than re-worded.

We are also concerned with Section E. We believe that this proposal potentially deceives consumers. By limiting a contracting entity's ability to identify which providers accept discounts on uncovered services. Since most provider directories are now offered online rather than in paper format, this provision would make it harder for consumers to search for providers accepting the contracted discount. We suggest the following change:

(E) A vision care plan may communicate to its enrollees which vision care providers agree to accept as payment an amount set by the vision care plan for vision care services or vision care materials provided to an enrollee that are not covered vision services pursuant to (D)(1)(a). ~~Any communication to this effect shall treat all vision care providers equally in provider directories, provider locators, and other marketing materials as participating, in-network providers, annotated only as to their agreements for pricing pursuant to (D)(1)(a).~~

Thank you again for providing an opportunity to comment on the proposed Vision Care Services Model Act. Please do not hesitate to contact me if you have further questions at [jpwieske@thehealthbenefitsinstitute.org](mailto:jpwieske@thehealthbenefitsinstitute.org) or (920) 784-4486.

Sincerely

A handwritten signature in green ink, appearing to read 'JP Wieske', with a long horizontal flourish extending to the right.

JP Wieske  
Executive Director

