

**FLOOR AMENDMENT**  
HOUSE OF REPRESENTATIVES  
State of Oklahoma

SPEAKER:

CHAIR:

I move to amend HB1979 \_\_\_\_\_  
Of the printed Bill  
Page \_\_\_\_\_ Section \_\_\_\_\_ Lines \_\_\_\_\_  
Of the Engrossed Bill

By striking the Title, the Enacting Clause, the entire bill, and by inserting in lieu thereof the following language:

**AMEND TITLE TO CONFORM TO AMENDMENTS**

Adopted: \_\_\_\_\_

Amendment submitted by: Kyle Hilbert

\_\_\_\_\_

\_\_\_\_\_  
Reading Clerk

1 STATE OF OKLAHOMA

2 1st Session of the 59th Legislature (2023)

3 FLOOR SUBSTITUTE  
4 FOR

5 HOUSE BILL NO. 1979

By: Hilbert, Fetgatter, and  
Lawson of the House

6 and

7 Haste of the Senate  
8  
9

10 FLOOR SUBSTITUTE

11 An Act relating to vision care services; defining  
12 terms; imposing requirements with respect to  
13 agreements between vision care plans and service  
14 providers; prohibiting charges in excess of certain  
15 amount; imposing standard with respect to  
16 reimbursement rates; prohibiting effect on certain  
17 pricing of materials or services; providing for  
18 adjustment based on inflation; prescribing method for  
19 computation of adjustments; requiring certain  
20 offerings related to premium lenses; prohibiting  
21 communication of certain information; prohibiting  
22 certain incentives; providing for application of  
23 provisions to subcontractors; prohibiting agreements  
24 from requiring participation or credentialing with  
certain entities; providing for reimbursement using  
certain standard; prohibiting insurer from requiring  
certain terms and conditions with respect to eye care  
service providers; imposing requirements with respect  
to subcontractor agreements; providing for  
applicability of requirements to agreements pursuant  
to health care plans; defining certain actions to  
constitute unfair trade practice; prohibiting  
modification of agreements; requiring procedures  
prior to modification; prescribing procedures related  
to process for modification of agreements;  
prohibiting limitations on choices by eye care  
service providers; prohibiting certain changes in

1 terms, discounts or reimbursement rates without  
2 agreement; authorizing civil remedies for violations;  
3 authorizing treble damages; imposing duties on  
4 Insurance Commissioner; providing for fines;  
5 providing for applicability of act; providing for  
6 applicability of act based on renewal of certain  
7 plans; providing for codification; and declaring an  
8 emergency.

9 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

10 SECTION 1. NEW LAW A new section of law to be codified  
11 in the Oklahoma Statutes as Section 6971 of Title 36, unless there  
12 is created a duplication in numbering, reads as follows:

13 As used in this act:

14 1. "Contractual discount" means a reduction from a provider's  
15 usual and customary rate for covered services and materials required  
16 under a participating provider agreement;

17 2. "Covered services" means services for which reimbursement  
18 from the insurer, vision care plan or vision care discount plan is  
19 provided to a vision care provider by an enrollee's plan contract,  
20 or for which a reimbursement would be available but for the  
21 application of the enrollee's contractual plan limitations of  
22 deductibles, copayments, or coinsurance, regardless of how the  
23 benefits are listed in an enrollee's benefit plan's definition of  
24 benefits;

25 3. "Covered materials" means materials for which reimbursement  
26 from the insurer, vision care plan or vision care discount plan is

1 provided to a vision care provider by an enrollee's plan contract,  
2 or for which a reimbursement would be available but for the  
3 application of the enrollee's contractual limitations of  
4 deductibles, copayments, or coinsurance;

5 4. "Services" means the professional work performed by an eye  
6 care provider as defined in this section;

7 5. "Materials" means ophthalmic devices including but not  
8 limited to lenses, devices containing lenses, artificial intraocular  
9 lenses, ophthalmic frames and other lens mounting apparatus, prisms,  
10 lens treatments and coatings, contact lenses, and prosthetic devices  
11 to correct, relieve, or treat defects or abnormal conditions of the  
12 human eye or its adnexa, or any material allowed to be utilized by  
13 Oklahoma Board of Examiners in Optometry and Optometry's Scope of  
14 Practice as provided by law;

15 6. "Eye Care Provider" means a licensed doctor of optometry  
16 practicing under the authority of the applicable provisions of Title  
17 59 of the Oklahoma Statutes or a licensed medical or osteopathic  
18 doctor practicing under the authority of the applicable provisions  
19 of Title 59 of the Oklahoma Statutes;

20 7. "Vision Care Plan" means an entity that creates, promotes,  
21 sells, provides, advertises or administers, an integrated or stand-  
22 alone vision benefit plan, or a vision care insurance policy or  
23 contract which provides vision benefits to an enrollee pertaining to  
24 the provision of covered services or covered materials;

1 8. "Health benefit plan" means:

2 a. group hospital or medical insurance coverage, a not-  
3 for-profit hospital or medical service or indemnity  
4 plan, a prepaid health plan, a health maintenance  
5 organization plan, a preferred provider organization  
6 plan, the State and Education Employees Group Health  
7 Insurance Plan, and coverage provided by a Multiple  
8 Employer Welfare Arrangement or employee self-insured  
9 plan as permitted under Employee Retirement Income  
10 Security Act of 1974.

11 b. The term "health benefit plan" shall not include:

12 (1) a plan that provides coverage:

13 (a) only for a specified disease or diseases or  
14 under an individual limited benefit policy,

15 (b) only for accidental death or dismemberment,

16 (c) only for dental or vision care,

17 (d) a hospital confinement indemnity policy,

18 (e) disability income insurance or a combination  
19 of accident-only and disability income  
20 insurance, or

21 (f) as a supplement to liability insurance,

22 (2) a Medicare supplemental policy as defined by  
23 Section 1882(g)(1) of the Social Security Act (42  
24 U.S.C., Section 1395ss),

- 1 (3) workers' compensation insurance coverage,  
2 (4) medical payment insurance issued as part of a  
3 motor vehicle insurance policy,  
4 (5) a long-term care policy, including a nursing home  
5 fixed indemnity policy, unless a determination is  
6 made that the policy provides benefit coverage so  
7 comprehensive that the policy meets the  
8 definition of a health benefit plan, or  
9 (6) short-term health insurance issued on a  
10 nonrenewable basis with a duration of six (6)  
11 months or less;

12 9. "Vision care discount plan" means an entity which has been  
13 specifically authorized by the vision care providers to provide  
14 discounts to patients;

15 10. "Subcontractor" means any company, group or third party  
16 entity including agents, servants, partially or wholly owned  
17 subsidiaries and controlled organizations contracted by the insurer,  
18 vision care plan or vision care discount plan to supply services or  
19 materials for an eye care provider or enrollee to fulfill the  
20 benefit plan of an insurer, vision care plan or vision care discount  
21 plan; and

22 11. "Enrollee" means any individual enrolled in a health care  
23 plan, vision care plan or vision care discount plan provided by a  
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1 group, employer or other entity that purchases or supplies coverage  
2 for a vision care plan or vision care discount plan.

3 SECTION 2. NEW LAW A new section of law to be codified  
4 in the Oklahoma Statutes as Section 6972 of Title 36, unless there  
5 is created a duplication in numbering, reads as follows:

6 A. No agreement between an insurer, vision care plan or vision  
7 care discount plan and an eye care provider may seek to or require  
8 that an eye care provider provide services or materials at a fee  
9 limited or set by the insurer, vision care plan or vision care  
10 discount plan unless the services or materials are reimbursed as  
11 covered services or covered materials under the contract.

12 B. An eye care provider shall not charge more for services and  
13 materials that are noncovered services or noncovered materials to an  
14 enrollee of a vision care plan or insurer than his or her usual and  
15 customary rate for those services and materials.

16 C. Reimbursements paid by an insurer, vision care plan, or  
17 vision care discount plan for covered services and covered  
18 materials, regardless of supplier or optical lab used to obtain  
19 materials, shall be reasonable, shall be clearly listed on a fee  
20 schedule that is made available to the vision care provider prior to  
21 accepting a contract from the insurer, vision care plan or vision  
22 discount plan and shall not provide nominal reimbursement or  
23 advertise services and materials to be covered with additional copay  
24 or coinsurance if the health plan, vision care plan or vision care

1 discount plan do not reimburse for the services or materials in  
2 order to claim that services and materials are covered services and  
3 materials.

4 D. Vision plans shall not in any manner impact the pricing of  
5 noncovered services or materials.

6 E. Vision care plans shall calculate an annual adjustment,  
7 using the increase if any in the Consumer Price Index for All Urban  
8 Consumers (CPI-U), and cause reimbursement rates to reflect such  
9 increases.

10 F. Vision plans shall provide standard reimbursements for all  
11 lenses with the same design, quality and composition. The period of  
12 time prescribed by a contract between any vision service plan and a  
13 provider of vision care services for the vision service plan to  
14 recover any reimbursement amount from a vision care service provider  
15 shall be the same period of time allowed or required for any vision  
16 service provider to recover any reimbursement amount from a vision  
17 service plan.

18 G. Insurers, vision care plans and vision care discount plans  
19 shall not publish, disseminate or falsely represent the benefits  
20 that are provided to groups, employers or individual enrollees as a  
21 means of selling coverage to or communicating benefit coverage to  
22 enrollees.

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1 H. Vision plans shall not incentivize patients in order to move  
2 them to entities owned in part or in whole by the vision plans or  
3 subsidiaries of the plans.

4 I. All provisions in this act shall apply to any entity acting  
5 in whole or in part of vision plans and shall be subject to all  
6 applicable penalties as referenced in this section. Any member of a  
7 prepaid vision plan shall be free to select any licensed vision  
8 practitioner to provide vision services and prepayment or  
9 reimbursement determinations shall be made without regard to whether  
10 the practitioner is a participating or nonparticipating member of  
11 the plan. The provisions of this subsection shall be printed on the  
12 policy for membership coverage.

13 J. Vision plans shall not entice a non-network patient's choice  
14 of eye care providers.

15 SECTION 3. NEW LAW A new section of law to be codified  
16 in the Oklahoma Statutes as Section 6973 of Title 36, unless there  
17 is created a duplication in numbering, reads as follows:

18 A. No agreement between an insurer, vision care plan or vision  
19 care discount plan and a vision care provider shall require that an  
20 eye care provider must participate with or be credentialed by any  
21 specific vision care plan or vision care discount plan as a  
22 condition for participation in the health care network of the  
23 insurer to provide covered medical services to its enrollees.

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1 B. Any insurer issuing or renewing a health benefit plan,  
2 vision care plan or vision care discount plan issued or renewed  
3 which provides coverage for services rendered by a physician or  
4 osteopath duly licensed pursuant to law that are within the scope of  
5 practice of an optometrist duly licensed under the applicable  
6 provisions of Title 59 of the Oklahoma Statutes shall provide the  
7 same reimbursement for services to optometrists as allowed for those  
8 services rendered by physicians or osteopaths.

9 C. An insurer shall not require an optometrist to meet terms  
10 and conditions that are not required of a physician or osteopath as  
11 a condition for participation in its provider network for the  
12 provision of services that are within the scope of practice of an  
13 optometrist.

14 D. A clause requiring that if a provider enters into any  
15 subcontract agreement with another provider to provide their  
16 licensed health care services to the subscriber, dependent of the  
17 subscriber, or enrollee of a managed care plan where the  
18 subcontracted provider will bill the managed care plan or subscriber  
19 or enrollee directly for the subcontracted services, the subcontract  
20 agreement must meet all requirements of this act.

21 E. The provisions of subsections A, B, and C of this section  
22 shall also apply to any agreements an insurer enters into to provide  
23 services covered under the health benefit plan, vision care plan or  
24 vision care discount plan.

1 SECTION 4. NEW LAW A new section of law to be codified  
2 in the Oklahoma Statutes as Section 6974 of Title 36, unless there  
3 is created a duplication in numbering, reads as follows:

4 It is an unfair trade practice for an insurer that offers  
5 multiple vision benefit plans or multiple vision discount plans to  
6 require an eye care provider, as a condition of participation in a  
7 vision benefit plan or vision discount plan of the insurer, to  
8 participate in any of the insurer's other vision benefit plans or  
9 vision discount plans. In addition to the proceedings and penalties  
10 provided in this act for violation of this provision, a contract  
11 provision violating this section is void.

12 SECTION 5. NEW LAW A new section of law to be codified  
13 in the Oklahoma Statutes as Section 6975 of Title 36, unless there  
14 is created a duplication in numbering, reads as follows:

15 An insurer, vision care plan or vision care discount plan shall  
16 not change or alter an agreement entered into with an eye care  
17 provider without performing the following steps:

18 1. A certified letter or an electronic communication requiring  
19 an electronic signature proving receipt, detailing proposed changes  
20 shall be sent to eye care providers and a face-to-face or virtual  
21 meeting shall be conducted if requested by the eye care provider;

22 2. Vision care plans shall supply the eye care providers with  
23 an explanation of benefits and/or explanation of payment for  
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1 services and materials rendered by the provider upon request,  
2 regardless of the provider's network status with Vision Care Plan;

3 3. It is required that an eye care provider to either agree or  
4 not agree to proposed changes. If the changes in the contract are  
5 not agreed to by the eye care provider then the current agreement  
6 shall continue until its expiration after two (2) years and the  
7 insurer, vision care plan or vision care discount may not remove the  
8 eye care provider from a panel or plan for not accepting the changes  
9 to a contract for the remainder of the two-year contract;

10 4. A new agreement is required to be established and agreed  
11 upon after three or more material changes are made to an existing  
12 agreement from an insurer, vision care plan or vision care discount  
13 plan; and

14 5. Any amendment to a proposed contract that is being reviewed  
15 by a service provider prior to its execution and any amendment to an  
16 existing contract with a service provider shall be underlined to  
17 clearly indicate the contract modification.

18 SECTION 6. NEW LAW A new section of law to be codified  
19 in the Oklahoma Statutes as Section 6976 of Title 36, unless there  
20 is created a duplication in numbering, reads as follows:

21 No agreement between an insurer, vision care plan or vision care  
22 discount plan and an eye care provider shall restrict or limit,  
23 either directly or indirectly, the vision care provider's choice of  
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1 sources and suppliers of services or materials or use of optical  
2 labs provided by the eye care provider to an enrollee.

3 SECTION 7. NEW LAW A new section of law to be codified  
4 in the Oklahoma Statutes as Section 6977 of Title 36, unless there  
5 is created a duplication in numbering, reads as follows:

6 No insurer, vision care plan or vision care discount plan shall  
7 change the terms, discounts or reimbursement rates contained  
8 therein, regardless of supplier or fabricating lab used to supply  
9 materials.

10 SECTION 8. NEW LAW A new section of law to be codified  
11 in the Oklahoma Statutes as Section 6978 of Title 36, unless there  
12 is created a duplication in numbering, reads as follows:

13 Any person adversely affected by a violation of this act may  
14 bring action in a court of competent jurisdiction for injunctive  
15 relief against the insurer, vision care discount plan or vision care  
16 plan and, upon prevailing, in addition to such injunctive relief,  
17 may recover monetary damages of equal to three (3) times the actual  
18 damages caused by the insurer, vision care discount plan or vision  
19 care plan plus attorney fees and costs.

20 SECTION 9. NEW LAW A new section of law to be codified  
21 in the Oklahoma Statutes as Section 6979 of Title 36, unless there  
22 is created a duplication in numbering, reads as follows:

23 A. The Insurance Commissioner shall:  
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1 1. Enforce the state's insurance laws and the provision of this  
2 act using powers granted to the Commissioner by law; and

3 2. Be entitled to seek an injunction against an insurer, vision  
4 care plan or vision care discount plan in a court of competent  
5 jurisdiction.

6 B. The Insurance Commissioner shall fine vision plans in a  
7 range from Ten Thousand Dollars (\$10,000.00) to One Hundred Thousand  
8 Dollars (\$100,000.00) for each violation of the provisions of this  
9 act.

10 C. The Insurance Commissioner shall have the authority to  
11 prohibit the marketing of vision plans in Oklahoma that repeatedly  
12 violate the provisions of this act.

13 SECTION 10. NEW LAW A new section of law to be codified  
14 in the Oklahoma Statutes as Section 6980 of Title 36, unless there  
15 is created a duplication in numbering, reads as follows:

16 A. The requirements of this section apply to insurer, vision  
17 care plan and vision care discount plan policies, contracts,  
18 addendums and certificates executed, delivered, issued for delivery,  
19 continued or renewed in this State.

20 B. No insurer, vision care plan contract or vision care  
21 discount plan contract may be longer than two (2) years from the  
22 date that it was first signed.

23 C. No insurer, vision care plan or vision care discount plan  
24 shall construe re-credentialing as re-contracting with a vision care

1 provider. All contracts must be a distinctly separate document from  
2 any credentialing materials and signed by the provider.

3 SECTION 11. NEW LAW A new section of law to be codified  
4 in the Oklahoma Statutes as Section 6981 of Title 36, unless there  
5 is created a duplication in numbering, reads as follows:

6 The provisions of this act shall include all vision care plans  
7 and discount card plans upon renewal of enrollee's current plan or  
8 upon issue of a new plan to any enrollee. No contract provision  
9 shall violate the letter of the law.

10 SECTION 12. It being immediately necessary for the preservation  
11 of the public peace, health or safety, an emergency is hereby  
12 declared to exist, by reason whereof this act shall take effect and  
13 be in full force from and after its passage and approval.

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