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The Washington East Asian Medicine Association appreciates this opportunity to comment on the Network Access Review, amending WAC 284-43 Health Carriers and Health Plans. We will participate in the discussion via phone December 11, 2014.

WAC 284-43-202 (1) It appears that miles travelled to see a practitioner are no longer part of this section. How is access defined in terms of distance the patient is required to travel to receive services?

WAC 284-43-202 (3) What is the definition of a “closed practice” in the reporting of provider network adequacy? Does this mean a practice that is no longer accepting new patients? If so, how does this satisfy patient needs?

WAC 284-43-300 (2) “Provider networks must include every provider category and type necessary to deliver covered services.” We request clarification on the distinction between the type of service provider and the type of service. It could be interpreted to mean that a contracted MD within the services area, who practices acupuncture, would satisfy the requirement to provide acupuncture services, even if no EAMP acupuncturists were contracted in that service area. However, we submit that, if interpreted in this way, this language would not provide access to East Asian medicine services, as defined in 246-803-030.

WAC 284-43-310 (1) “Selection criteria [of contracted providers] must not be established in a manner that would: (1) (c) Discriminate regarding participation in the network solely based on the provider type or category if the provider is acting within the scope of their license.” It appears from this new language that the burden of proof for compliance has changed. Would the Office of the Insurance Commissioner enforce the discrimination clause or must the provider now prove discrimination “solely based on provider type” through the court?

WAC 284-43-330 (2) (ii) (b) “All negotiated contracts must be filed with the commissioner thirty calendar days prior to the execution of the contract and include all contract documents between the parties.” The language of this paragraph implies that the contract between the issuer and the provider is “negotiated.” We humbly request that the OIC recognize that the provider does **not** have an opportunity to negotiate the contract with the issuer. The contract must be accepted as given. The terms contained herein WAC 243-43, are the only means of obtaining a fair contract that allows practitioners to provide uninterrupted services for the patient.

For further information regarding these comments please contact

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