



## 104TH GENERAL ASSEMBLY

### State of Illinois

2025 and 2026

SB3707

Introduced 2/5/2026, by Sen. Cristina Castro

#### SYNOPSIS AS INTRODUCED:

See Index

Amends the Illinois Insurance Code. Creates the Vision Benefit Managers Article. Beginning on July 1, 2026, requires a vision benefit manager to be registered with the Department of Insurance, as specified, to conduct business in the State. Requires amounts collected under provisions concerning vision benefit manager registration requirements to be deposited into the Low-Income Student Vision Examination Fund, which is created as a special fund in the State treasury. Grants the Director or the Director's designee the authority to examine a registered vision benefit manager related to all of its lines of business. Amends the Vision Care Plan Regulation Act. Changes the name of the Act to the Vision Benefit Manager Regulation Act. Establishes the legislative intent of the Act. Makes changes to defined terms. Throughout the Act, replaces references to vision care plans with vision benefit plans and vision benefit discount plans and vision care organizations with vision benefit managers. Sets forth provisions concerning required actions for noncovered services; fee schedules for eye care providers; reimbursement paid by a vision benefit manager to an eye care provider; application of the Act to a specified limited health service organization; an eye care provider's choice of vendors and affiliations; the modification of a plan; audits of an eye care provider; prohibited conduct impacting patient access and choice; credentialing; termination of agreements; prohibition on security interests; arbitration costs; nonretaliation; and private rights of action. Amends the Consumer Fraud and Deceptive Business Practices Act and the State Finance Act to make conforming changes. Effective January 1, 2027.

LRB104 20689 JDS 34188 b

1 AN ACT concerning regulation.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 5. The State Finance Act is amended by adding  
5 Section 5.1038 as follows:

6 (30 ILCS 105/5.1038 new)

7 Sec. 5.1038. The Low-Income Student Vision Examination  
8 Fund.

9 Section 10. The Illinois Insurance Code is amended by  
10 adding Article XXXIIC as follows:

11 (215 ILCS 5/Art. XXXIIC heading new)

12 ARTICLE XXXIIC. VISION BENEFIT MANAGERS

13 (215 ILCS 5/513c1 new)

14 Sec. 513c1. Vision benefit manager registration  
15 requirements.

16 (a) Beginning on July 1, 2027, to conduct business in this  
17 State, a vision benefit manager must register with the  
18 Director. To initially register or renew a registration, a  
19 vision benefit manager shall submit:

20 (1) a nonrefundable fee not to exceed \$500;

1           (2) a copy of the registrant's corporate charter,  
2           articles of incorporation, or other charter document; and

3           (3) a completed registration form adopted by the  
4           Director containing:

5                   (A) the name and address of the registrant; and

6                   (B) the name, address, and official position of  
7                   each officer and director of the registrant.

8           (b) The registrant shall report any change in information  
9           required under this Section to the Director in writing within  
10           60 days after the change occurs.

11           (c) Upon receipt of a completed registration form, the  
12           required documents, and the registration fee, the Director  
13           shall issue a registration certificate. The certificate may be  
14           in paper or an electronic form and shall clearly indicate the  
15           expiration date of the registration. Registration certificates  
16           are nontransferable.

17           (d) A registration certificate is valid for 2 years after  
18           its date of issue. The Director shall adopt by rule an initial  
19           registration fee not to exceed \$500 and a registration renewal  
20           fee not to exceed \$500, both of which shall be nonrefundable.  
21           Total fees may not exceed the cost of administering this  
22           Section.

23           (e) The Department shall adopt any rules necessary to  
24           implement this Section.

25           (f) On or before August 1, 2027, the vision benefit  
26           manager shall submit a report to the Department that lists the

1 name of each vision benefit plan and vision benefit discount  
2 plan it administers, provides the number of covered  
3 individuals for each vision benefit plan and vision benefit  
4 discount plan as of the date of submission, and provides the  
5 total number of covered individuals across all vision benefit  
6 plans and vision benefit discount plans the vision benefit  
7 manager administers. On or before September 1, 2027, a  
8 registered vision benefit manager, as a condition of its  
9 authority to transact business in this State, must submit to  
10 the Department an amount equal to \$15 or an alternate amount as  
11 determined by the Director by rule per covered individual  
12 enrolled by the vision benefit manager in this State, as  
13 detailed in the report submitted to the Department under this  
14 subsection, during the preceding calendar year. On or before  
15 September 1, 2028 and each September 1 thereafter, payments  
16 submitted under this subsection shall be based on the number  
17 of covered individuals reported to the Department in this  
18 Section.

19 (g) All amounts collected under this Section shall be  
20 deposited into the Low-Income Student Vision Examination Fund,  
21 which is hereby created as a special fund in the State  
22 treasury. The moneys collected under this Section shall be  
23 transferred to the Illinois State Board of Education for  
24 grants to school districts to provide vision examinations for  
25 low-income students.

1 (215 ILCS 5/513c2 new)

2 Sec. 513c2. Examination.

3 (a) The Director, or the Director's designee, may examine  
4 a registered vision benefit manager related to all of its  
5 lines of business, including government programs, under the  
6 Director's jurisdiction in accordance with Sections 132  
7 through 132.7. If the Director or the examiners find that the  
8 vision benefit manager has violated this Article or any other  
9 insurance-related or health benefits-related laws, rules, or  
10 regulations under the Director's jurisdiction because of the  
11 manner in which the vision benefit manager has conducted  
12 business on behalf of a vision benefit plan or a vision benefit  
13 discount plan, then, unless the vision benefit manager is  
14 included in the examination and has been afforded the same  
15 opportunity to request or participate in a hearing on the  
16 examination report, the examination report shall not allege a  
17 violation by the vision benefit manager and the Director's  
18 order based on the report shall not impose any requirements,  
19 prohibitions, or penalties on the vision benefit manager.  
20 Nothing in this Section shall prevent the Director from using  
21 any information obtained during the examination of a vision  
22 benefit manager to examine, investigate, or take other  
23 appropriate regulatory or legal action with respect to a  
24 vision benefit plan or a vision benefit discount plan.

25 (b) The examination requirement for the vision benefit  
26 manager to provide convenient and free access to all books and

1 records under Sections 132 and 132.4 of this Code includes, at  
2 the Director's discretion, unredacted copies furnished  
3 electronically to the Director's market conduct surveillance  
4 personnel or examiners. Access must include information  
5 related to third-party entities affiliated or contracted with  
6 the vision benefit manager.

7 (c) The Department may examine any vision benefit manager  
8 as often as the Department deems appropriate, but shall, at a  
9 minimum, conduct an examination of the 3 largest vision  
10 benefit managers with the most covered individuals not less  
11 frequently than once every 5 years beginning in 2027, or  
12 following the conclusion of any market conduct exams already  
13 in progress for the 3 largest vision benefit managers. In  
14 determining the market share of a vision benefit plan or a  
15 vision benefit discount plan, the Department may consider, but  
16 is not limited to, the following:

17 (1) the number of covered individuals;

18 (2) the Illinois Market share;

19 (3) the number of claims;

20 (4) the previous violations; and

21 (5) the complaints received.

22 Section 15. The Vision Care Plan Regulation Act is amended  
23 by changing Sections 1, 5, 10, 15, 20, 25, 30, 35, and 40 and  
24 by adding Sections 1.5, 45, 50, 55, 60, 65, 70, 75, and 80 as  
25 follows:

1 (215 ILCS 161/1)

2 Sec. 1. Short title. This Act may be cited as the Vision  
3 Benefit Manager Care Plan Regulation Act.

4 (Source: P.A. 103-482, eff. 8-4-23.)

5 (215 ILCS 161/1.5 new)

6 Sec. 1.5. Legislative intent. It is the intent of the  
7 General Assembly to ensure that enrollees in vision benefit  
8 plans and vision benefit discount plans have the freedom to  
9 choose among in-network eye care providers without undue  
10 interference from vision benefit managers. This Act promotes  
11 transparency, protects the patient-provider relationship, and  
12 prevents practices that may coerce or limit patient choice  
13 through financial incentives, penalties, or differential  
14 reimbursements. The provisions of this Act are designed to  
15 regulate conduct rather than speech and safeguard the public  
16 interest in fair and equitable access to vision care services.

17 (215 ILCS 161/5)

18 Sec. 5. Definitions. As used in this Act:

19 "Covered materials" means materials for which  
20 reimbursement from a the vision benefit manager care plan is  
21 provided to an eye care provider that are eligible for  
22 reimbursement under ~~by~~ an enrollee's vision benefit plan or  
23 vision benefit discount plan ~~contract~~ or for which a

1 reimbursement would be available but for the application of  
2 the enrollee's contractual limitation of deductibles,  
3 copayments, or coinsurance, regardless of how the benefits are  
4 listed in an enrollee's benefit plan's definition of benefits  
5 ~~."Covered materials" includes lens treatment or coatings~~  
6 ~~added to a spectacle lens if the base spectacle lens is a~~  
7 ~~covered material.~~

8 "Covered services" means services for which reimbursement  
9 from a the vision benefit manager care plan is provided to an  
10 eye care provider that are eligible for reimbursement under by  
11 an enrollee's vision benefit plan or vision benefit discount  
12 plan contract or for which a reimbursement would be available  
13 but for the application of the enrollee's contractual ~~plan~~  
14 limitation of deductibles, copayments, or coinsurance  
15 regardless of how the benefits are listed in an enrollee's  
16 benefit plan's definition of benefits.

17 "Enrollee" means any individual enrolled in a vision  
18 benefit plan or vision benefit discount care plan provided by  
19 a group, employer, or other entity that purchases or supplies  
20 coverage for a vision benefit plan or vision benefit discount  
21 ~~care plan~~.

22 "Extrapolation" means a mathematical formula, process, or  
23 technique used by a vision benefit manager or vision benefit  
24 manager's agent when performing an audit of an eye care  
25 provider to estimate audit results or findings for a larger  
26 batch or group of claims not reviewed by the vision benefit

1 manager.

2 "Eye care provider" means a doctor of optometry licensed  
3 pursuant to the Illinois Optometric Practice Act of 1987 or a  
4 physician licensed to practice medicine in all of its branches  
5 pursuant to the Medical Practice Act of 1987.

6 "Fee schedule" means the document or system that lists the  
7 predetermined payment rates or allowed amounts for covered  
8 services or covered materials and determines the amount of  
9 reimbursement paid to eye care providers by the vision benefit  
10 manager and the amounts charged to an enrollee by the vision  
11 benefit manager or eye care provider.

12 "Materials" means ophthalmic devices, including, but not  
13 limited to:

14 (i) lenses, devices containing lenses, ophthalmic  
15 frames, and other lens mounting apparatus, prisms, lens  
16 treatments, and coatings;

17 (ii) contact lenses and prosthetic devices that  
18 correct, relieve, or treat defects or abnormal conditions  
19 of the human eye or adnexa; and

20 (iii) any devices that deliver medication or other  
21 therapeutic treatment to the human eye or adnexa.

22 "Services" means the professional work performed by an eye  
23 care provider.

24 "Subcontractor" means any company, group, affiliate, or  
25 third-party entity, including agents, servants, partially  
26 owned or wholly owned subsidiaries and controlled

1 organizations, or any person or entity that directly or  
2 indirectly, through one or more intermediaries, controls or is  
3 controlled by or is under common control with the person or  
4 entity that the vision benefit manager ~~care plan~~ contracts  
5 with to supply services or materials for another vision  
6 benefit manager or an eye care provider or enrollee to execute  
7 or fulfill the benefit plan of a vision benefit plan or a  
8 vision benefit discount ~~care plan~~. The location of the person  
9 or entity's domicile, whether in Illinois or a foreign or  
10 alien jurisdiction, does not affect the person or entity's  
11 status as a subcontractor.

12 "Vision benefit discount plan" means a policy, contract,  
13 or agreement offered by a vision benefit manager to an  
14 enrollee that solely provides for a discount for vision care  
15 services or materials.

16 "Vision benefit manager" ~~"Vision care organization"~~ means  
17 an entity formed under the laws of this State or another state  
18 that issues a vision benefit plan or a vision benefit discount  
19 ~~care plan~~. "Vision benefit manager" includes an individual,  
20 company, organization, group, or other entity, including,  
21 without limitation, a third-party administrator, affiliate, or  
22 subcontractor, that creates, promotes, sells, provides,  
23 advertises, or administers an integrated or stand-alone vision  
24 benefit plan or a vision benefit discount plan or other  
25 insurance policy or contract that provides vision benefits or  
26 discounts to an enrollee pertaining to the provision of

1 covered services or covered materials. "Vision benefit  
2 manager" does not include an eye care provider who offers an  
3 in-office membership plan to the provider's patients.

4 "Vision benefit ~~care~~ plan" means a policy, contract, or  
5 agreement offered by a vision benefit manager to an enrollee  
6 to pay for, reimburse, or offset health and vision care costs  
7 ~~plan that creates, promotes, sells, provides, advertises, or~~  
8 ~~administers an integrated or stand alone plan that provides~~  
9 ~~coverage for covered services and covered materials.~~

10 (Source: P.A. 103-482, eff. 8-4-23; 104-417, eff. 8-15-25.)

11 (215 ILCS 161/10)

12 Sec. 10. Noncovered services.

13 (a) No vision benefit manager ~~care organization~~ that  
14 issues, delivers, amends, or renews a vision benefit plan or a  
15 vision benefit discount ~~care~~ plan on or after the effective  
16 date of this amendatory Act of the 104th General Assembly  
17 shall issue a contract that requires an eye care provider, as a  
18 condition of participation in the vision care plan, to provide  
19 services or materials to an enrollee at a fee set by the vision  
20 benefit plan or the vision benefit discount ~~care~~ plan unless  
21 the services or materials are covered services or covered  
22 materials under the vision benefit plan or the vision benefit  
23 discount ~~care~~ plan. De minimis reimbursements shall not  
24 qualify a service or material as a covered service or a covered  
25 material under this Act.

1           (b) An eye care provider shall not charge an enrollee a fee  
2 for noncovered services or noncovered materials that is more  
3 than the eye care provider's customary fee for the services or  
4 materials. ~~An eye care provider who chooses not to accept as~~  
5 ~~payment an amount set by a vision care plan for services or~~  
6 ~~materials that are not covered services or covered materials~~  
7 ~~shall post, in a conspicuous place, a notice stating the~~  
8 ~~following: "IMPORTANT: This eye care provider does not accept~~  
9 ~~the fee schedule set by your insurer for vision care services~~  
10 ~~and vision care materials that are not covered benefits under~~  
11 ~~your plan and instead charges his or her normal fee for those~~  
12 ~~services and materials. This eye care provider will provide~~  
13 ~~you with an estimated cost for each noncovered service or~~  
14 ~~noncovered material upon your request."~~

15           (c) A vision benefit manager may not require an eye care  
16 provider to discount charges for noncovered services or  
17 noncovered materials provided to an enrollee who is covered by  
18 the vision benefit plan or the vision benefit discount plan.

19           (Source: P.A. 103-482, eff. 8-4-23.)

20           (215 ILCS 161/15)

21           Sec. 15. Fees and reimbursement ~~for covered services and~~  
22 ~~covered materials.~~

23           (a) Fees paid under a vision benefit plan or a vision  
24 benefit discount ~~care~~ plan for covered services and covered  
25 materials, regardless of the supplier or optical lab used to

1 obtain materials, shall be reasonable and shall be clearly and  
2 individually listed on a fee schedule that has been provided  
3 by the vision benefit manager to the eye care provider  
4 separately from the vision benefit plan, the vision benefit  
5 discount plan, provider manuals, or other documents related to  
6 the vision benefit plan or the vision benefit discount plan:  
7 ~~before entering into a contract with the vision care~~  
8 ~~organization. Fees paid for materials supplied by a~~  
9 ~~non network lab are not required to be identical to fees paid~~  
10 ~~for materials ordered through a network lab, but non network~~  
11 ~~lab fees shall be reasonable.~~

12 (1) within 10 business days after the date that an eye  
13 care provider applies to become an eye care provider under  
14 the vision benefit plan or the vision benefit discount  
15 plan;

16 (2) at the time that the vision benefit manager offers  
17 participation in a vision benefit plan or a vision benefit  
18 discount plan to the eye care provider; and

19 (3) at all times by electronic means.

20 (b) A vision benefit manager shall only use standardized  
21 codes, names, descriptions, and definitions published in the  
22 Healthcare Common Procedure Coding System (HCPCS), including  
23 Current Procedural Terminology codes published by the American  
24 Medical Association and Level II codes published by the  
25 Centers for Medicare and Medicaid Services, to identify and  
26 describe covered services of the vision benefit plan to

1 purchasers, enrollees, and eye care providers of the vision  
2 benefit plan.

3 (c) Beginning January 1, 2027, reimbursement paid by a  
4 vision benefit manager to an eye care provider for covered  
5 services, including nonmedical eye exams, medical eye exams,  
6 and services within the scope of the practice of optometry as  
7 defined in Section 3 of the Illinois Optometric Practice Act  
8 of 1987 shall be the greater of:

9 (1) the reimbursement rates set forth in the vision  
10 benefit plan or the vision benefit discount plan; or

11 (2) an amount equal to the Illinois Medicaid  
12 reimbursement rates that were in effect on January 1, 2026  
13 for the covered service provided to the enrollee.

14 Reimbursement paid to an eye care provider for covered  
15 services identified in the Level II Healthcare Common  
16 Procedure Coding System, including nonmedical eye  
17 examinations, medical eye examinations, and services that

18 are within the scope of practice of optometry, may not be

19 less than the reimbursement rates established in this

20 paragraph (2). References to Medicaid in this subsection

21 (c) are solely for purposes of establishing minimum

22 reimbursement levels. On January 1, 2027 and on January 1

23 of each subsequent year, the reimbursement rates in this

24 subsection (c) shall be increased by an amount equal to

25 the percentage increase, if any, in the Consumer Price

26 Index for All Urban Consumers for all items published by

1 the United States Department of Labor for the 12 months  
2 ending in September of the preceding year.

3 (d) A vision benefit plan or a vision benefit discount  
4 plan shall not contain a provision requiring the eye care  
5 provider to provide a covered material or covered service at a  
6 loss.

7 (e) A vision benefit plan or a vision benefit discount  
8 plan shall not prohibit an eye care provider from offering a  
9 cash payment option to the enrollee if the cash payment option  
10 is less costly to the enrollee than the total out-of-pocket  
11 cost of the service or material.

12 (f) An eye care provider shall not be subject to an audit  
13 solely because the provider offers enrollees a cash price  
14 option to pay for services or materials.

15 (g) A vision benefit manager may not prohibit an eye care  
16 provider from being reimbursed through an automated clearing  
17 house electronic funds transfer.

18 (h) A vision benefit plan or a vision benefit discount  
19 plan shall not contain a provision that requires the eye care  
20 provider to accept a reimbursement payment in the form of a  
21 virtual credit card or any other payment method where a  
22 processing fee, administrative fee, percentage amount, or  
23 dollar amount is assessed to receive the reimbursement  
24 payment, except in the case of a nominal fee assessed by the  
25 eye care provider's financial institution to receive an  
26 electronic funds transfer.

1       (i) A vision benefit manager shall not retroactively  
2 reverse reimbursement paid to an eye care provider for covered  
3 materials or covered services provided to an enrollee for  
4 which the vision benefit manager later determined that the  
5 enrollee was ineligible to receive if the eye care provider:

6           (1) relied in good faith on coverage materials  
7 presented by the enrollee; or

8           (2) performed customary verification methods required  
9 by the vision benefit manager.

10       (j) A vision benefit plan or a vision benefit discount  
11 plan shall be accompanied by a fee schedule that individually  
12 identifies each covered service and covered material and its  
13 corresponding allowed amount, the reimbursement amount paid to  
14 the eye care provider, and the amount of any cost-sharing paid  
15 by the enrollee to the eye care provider.

16       (Source: P.A. 103-482, eff. 8-4-23.)

17       (215 ILCS 161/20)

18       Sec. 20. Misrepresentation; application of the Act.

19       (a) A vision benefit manager ~~care organization~~ and its  
20 officers, directors, agents, and employees are subject to the  
21 provisions of Sections 149 and 154.6 of the Illinois Insurance  
22 Code.

23       (a-5) The provisions of this Act shall apply to any  
24 limited health service organization certified under the  
25 Limited Health Service Organization Act that is a vision

1 benefit manager or provides, administers, or manages vision  
2 care services, vision benefit plans, or vision care discount  
3 plans.

4 (b) Incorporation by reference in this Act to specific  
5 laws of this State shall not be construed to exempt a vision  
6 benefit manager, a vision benefit plan, or a ~~care organization~~  
7 ~~or~~ vision care benefit plan from otherwise applicable laws  
8 that are not specifically referenced in this Act.

9 (Source: P.A. 103-482, eff. 8-4-23.)

10 (215 ILCS 161/25)

11 Sec. 25. Subcontractors. The provisions of this Act apply  
12 to any subcontractors used by a vision benefit manager ~~care~~  
13 ~~organization~~ to supply materials or services to an eye care  
14 provider or an enrollee under a vision benefit plan or a vision  
15 care discount ~~care~~ plan.

16 (Source: P.A. 103-482, eff. 8-4-23.)

17 (215 ILCS 161/30)

18 Sec. 30. Suppliers; optical labs; vendors; affiliations.

19 (a) A vision benefit manager ~~care organization~~ may not  
20 restrict or limit an eye care provider's choice of suppliers  
21 of services, covered materials, or the use of an optical lab.

22 (b) A vision benefit manager ~~care organization~~ may not  
23 require an eye care provider or patient to order or purchase  
24 covered materials, including, but not limited to, ophthalmic

1 lenses, from any source owned by, controlled by, or in a common  
2 ownership scheme with the entity that issued the vision  
3 benefit plan or the vision benefit discount ~~care~~ plan.

4 (c) A vision benefit plan or a vision benefit discount  
5 plan may not restrict or limit, either directly or indirectly,  
6 the eye care provider's choice or use of sources and suppliers  
7 of covered or noncovered services or materials, including the  
8 choice or use of optical laboratories provided by the eye care  
9 provider to an enrollee. A vision benefit manager shall not  
10 reimburse an eye care provider a different amount for covered  
11 services or covered materials because of the eye care  
12 provider's choice or use of any of the following: At the  
13 ~~request of an enrollee, an eye care provider recommending an~~  
14 ~~out of network source or supplier of vision care materials to~~  
15 ~~an enrollee shall provide written notice to the enrollee~~  
16 ~~stating:~~

17 (1) an optical laboratory; ~~that the source or supplier~~  
18 ~~is an out of network laboratory or supplier of vision care~~  
19 ~~materials; and~~

20 (2) a source of supplier for: ~~any business interest~~  
21 ~~that the eye care provider has in the out of network~~  
22 ~~source or supplier recommended to the enrollee.~~

23 (A) contact lenses;

24 (B) ophthalmic lenses;

25 (C) ophthalmic glasses frames; or

26 (D) covered services, covered materials,

1           noncovered services, or noncovered materials;  
2           (3) equipment used for patient care;  
3           (4) retail optical affiliation;  
4           (5) vision support organization;  
5           (6) group purchasing organization;  
6           (7) doctor alliance;  
7           (8) professional trade association membership;  
8           (9) electronic health record software, electronic  
9           medical record software, or practice management software;  
10          or  
11           (10) third-party claim filing service, billing  
12           service, or electronic data interchange clearing house  
13           company.

14          (d) A vision benefit manager or subcontractor may not  
15          require an eye care provider to opt out of or opt in to any  
16          provision of this Section, including opting in or out on a  
17          patient-by-patient basis. ~~An eye care provider is required to~~  
18          ~~offer an enrollee in network sources or suppliers of vision~~  
19          ~~care materials at the enrollee's request.~~

20          (Source: P.A. 103-482, eff. 8-4-23.)

21           (215 ILCS 161/35)

22           Sec. 35. Modification of plan.

23           (a) The terms, fees, discounts, policies, provider  
24           manuals, fee schedules, or reimbursement rates in a vision  
25           benefit plan or a vision benefit discount ~~care~~ plan may not be

1 changed during the term of a plan ~~the contract~~ unless mutually  
2 agreed to in writing by the eye care provider and the vision  
3 benefit manager ~~care organization~~ that issued the vision  
4 benefit plan or the vision benefit discount ~~care~~ plan.  
5 However, a change proposed to a vision benefit plan or a vision  
6 benefit discount ~~care~~ plan by the vision benefit manager ~~care~~  
7 ~~organization~~ shall become effective if the eye care provider  
8 fails to respond to the vision benefit manager ~~care~~  
9 ~~organization~~ within 90 ~~60~~ days after receipt of notice of the  
10 proposed changes.

11 (b) The terms of a vision benefit plan or a vision benefit  
12 discount ~~care~~ plan contract that is amended, delivered,  
13 issued, or renewed after the effective date of this amendatory  
14 Act of the 104th General Assembly ~~this Act~~ shall comply with  
15 the provisions of this Act.

16 (c) The details of any proposed changes to the vision  
17 benefit plan or the vision benefit discount plan must be sent  
18 to the eye care provider by certified letter or by an  
19 electronic communication that requires an electronic signature  
20 proving receipt.

21 (d) A vision benefit manager shall include a copy of the  
22 current plan provider manual referred to in a vision benefit  
23 plan or a vision benefit discount plan at the time a plan,  
24 amendment, or addendum is delivered to any eye care provider  
25 and any policies referenced in the plan, amendment, or  
26 addendum, including, but not limited to, dispute resolution

1 policies.

2 (e) The term of a vision benefit plan or a vision benefit  
3 discount plan may not exceed 2 years unless mutually agreed to  
4 in writing by all parties.

5 (Source: P.A. 103-482, eff. 8-4-23.)

6 (215 ILCS 161/40)

7 Sec. 40. Prohibitions; medical plan preconditions.

8 (a) No vision benefit manager ~~care organization~~ that  
9 issues, delivers, amends, or renews a vision benefit ~~care~~  
10 plan, vision benefit discount plan, provider manual, or its  
11 policies on or after the effective date of this amendatory Act  
12 of the 104th General Assembly ~~the effective date of this Act~~  
13 shall issue a vision benefit plan or a vision benefit discount  
14 ~~care~~ plan contract that requires:

15 (1) an eye care provider to either provide services  
16 under a government health plan or contract with a plan  
17 that offers supplemental or specialty health care services  
18 as a condition of contracting with a plan that offers  
19 basic health services; or

20 (2) an eye care provider to contract with a vision  
21 benefit plan or a vision benefit discount ~~care~~ plan as a  
22 condition to participation in a medical plan or  
23 in-network.

24 (b) A vision benefit plan or a vision benefit discount  
25 ~~care~~ plan may enter into an agreement with a health care plan

1 to deliver routine vision care services that are covered under  
2 the enrollee's plan.

3 (c) A vision benefit plan or a vision benefit discount  
4 ~~care~~ plan may act as a network regarding routine vision care  
5 services offered by a health care plan.

6 (Source: P.A. 103-482, eff. 8-4-23.)

7 (215 ILCS 161/45 new)

8 Sec. 45. Audits; extrapolation. A vision benefit manager  
9 shall not use extrapolation to conduct an audit of an eye care  
10 provider. Any additional payment due to an eye care provider  
11 or any refund due to the vision benefit manager shall not be  
12 based on extrapolation, but shall be based on the actual  
13 overpayment or underpayment as determined after an  
14 investigation by the vision benefit manager, and the eye care  
15 provider has been afforded and has exhausted all opportunities  
16 to appeal the vision benefit manager's findings as set forth  
17 in the vision benefit plan or the vision benefit discount  
18 plan. The cost of the audit shall be borne exclusively by the  
19 vision benefit manager.

20 (215 ILCS 161/50 new)

21 Sec. 50. Prohibited conduct impacting patient access and  
22 choice. A vision benefit manager may not solicit patients or  
23 referrals for supplies on behalf of the vision benefit manager  
24 or its affiliates by identifying participating eye care

1 providers in an inaccurate or otherwise misleading manner in  
2 any list of participating providers or in any communications  
3 to purchasers or enrollees. All communications that  
4 distinguish between participating eye care providers, or that  
5 otherwise claim professional superiority or the performance of  
6 a professional service in a superior manner, based on the  
7 following characteristics shall be subject to verification by  
8 the Department of Insurance:

9 (1) a discount or incentive offered by the  
10 participating eye care provider on services and materials  
11 that are not covered by the vision benefit manager;

12 (2) the dollar amount, volume amount, or percent usage  
13 amount of any material, product, or good purchased by the  
14 participating eye care provider;

15 (3) the brand, source, manufacturer, or supplier of a  
16 covered service or covered material used by the  
17 participating eye care provider.

18 This Section does not prohibit advertising if the  
19 advertising is: (i) not false, misleading, or deceptive; or  
20 (ii) readily subject to verification.

21 (215 ILCS 161/55 new)

22 Sec. 55. Credentialing.

23 (a) A vision benefit manager shall complete the  
24 credentialing process and notify the eye care provider of  
25 approval, denial, or a request for additional information

1 within 30 calendar days after receiving a completed  
2 credentialing application. Credentialing decisions shall not  
3 be delayed, denied, or conditioned upon the eye care  
4 provider's materials sourcing, group affiliation, or the prior  
5 exercise of rights under this Act. If a determination is not  
6 made within 30 calendar days, the application shall be deemed  
7 approved and the eye care provider shall be permitted to  
8 participate under the terms of the vision benefit plan or the  
9 vision benefit discount plan.

10 (b) No later than the 10th business day after receiving a  
11 completed application, the vision benefit manager shall make  
12 available electronically to the eye care provider a vision  
13 benefit plan or the vision benefit discount plan, including  
14 applicable fee schedules, policies, and provider manuals.

15 (c) No later than the 20th business day after the eye care  
16 provider has accepted the vision benefit plan or the vision  
17 benefit discount plan and is credentialed, the vision benefit  
18 manager shall include the provider as a participating provider  
19 under the vision benefit plan or the vision benefit discount  
20 plan.

21 (d) A vision benefit manager shall not discriminate with  
22 respect to participation, including reimbursement, against any  
23 eye care provider who is acting within the scope of the eye  
24 care provider's license under State law.

25 (e) A vision benefit manager shall not exclude an eye care  
26 provider from participating in the vision benefit plan or the

1 vision benefit discount plan on the basis of:

2 (1) the number of eye care providers participating in  
3 the vision benefit plan or the vision benefit discount  
4 plan, including those participating within a specific  
5 geographic service area; or

6 (2) the time, distance, or appointment availability  
7 for a patient to access an eye care provider.

8 (215 ILCS 161/60 new)

9 Sec. 60. Termination of agreements. Termination of any  
10 vision benefit plan or vision benefit discount plan by a  
11 vision benefit manager shall be permissible only in the event  
12 of a material breach wherein the eye care provider fails to  
13 remedy the alleged breach to the reasonable satisfaction of  
14 the vision benefit manager within 30 days after receipt of  
15 written notice. The written notice must detail the alleged  
16 breach and shall be delivered by either certified letter or by  
17 electronic communication that requires an electronic signature  
18 confirming receipt.

19 (215 ILCS 161/65 new)

20 Sec. 65. Prohibition on security interests. A vision  
21 benefit manager may not require an eye care provider to  
22 establish a security interest in all or any part of the vision  
23 benefit manager's property and assets, including assets  
24 pertaining to the vision benefit manager's practice, in a sum

1 equivalent to the funds owed to the vision benefit manager at  
2 termination.

3 (215 ILCS 161/70 new)

4 Sec. 70. Arbitration costs. A vision benefit plan or a  
5 vision benefit discount plan may not contain a provision  
6 obligating the eye care provider to share equally in expenses  
7 related to arbitration.

8 (215 ILCS 161/75 new)

9 Sec. 75. Nonretaliation. A vision benefit manager may not  
10 retaliate against an eye care provider for exercising any  
11 rights under this Act. Retaliation includes, but is not  
12 limited to:

13 (1) terminating a contract or reducing reimbursement;

14 (2) subjecting the eye care provider to increased  
15 audits or administrative burdens;

16 (3) refusing to offer or renew a vision benefit plan  
17 or vision benefit discount plan with the eye care  
18 provider;

19 (4) denying the eye care provider's participation on a  
20 provider panel or network without cause;

21 (5) imposing penalties or sanctions without cause; or

22 (6) taking any other adverse action without cause  
23 based on the eye care provider's:

24 (A) filing of a complaint or report;

1           (B) refusal to accept contract terms that violate  
2           this Act; or

3           (C) communication with regulatory personnel,  
4           legislators, or professional associations regarding  
5           the enforcement or interpretation of this Act.

6           (215 ILCS 161/80 new)

7           Sec. 80. Private right of action.

8           (a) In addition to any other remedies available under  
9           State or federal law, an eye care provider adversely affected  
10           by a violation of this Act may bring a civil action in a court  
11           of competent jurisdiction in the State of Illinois against a  
12           vision benefit manager, a vision benefit plan, or a vision  
13           benefit discount plan for injunctive relief, monetary damages,  
14           and any other appropriate legal or equitable relief.

15           (b) Upon prevailing in such an action, the eye care  
16           provider shall be entitled to:

17                   (1) injunctive relief;

18                   (2) monetary damages not to exceed \$1,000 for each day  
19                   the violation is found to have occurred;

20                   (3) in cases involving retaliation as defined in  
21                   Section 75 of this Act:

22                           (A) an additional penalty of up to \$10,000 per  
23                           retaliatory act;

24                           (B) reinstatement of network participation, if  
25                           applicable; and



1 (Source: P.A. 103-482, eff. 8-4-23; 103-605, eff. 7-1-24.)

2 Section 97. Severability. The provisions of this Act are  
3 severable under Section 1.31 of the Statute on Statutes.

4 Section 99. Effective date. This Act takes effect January  
5 1, 2027.

1 INDEX

2 Statutes amended in order of appearance

3 30 ILCS 105/5.1038 new

4 215 ILCS 5/Art. XXXIIC

5 heading new

6 215 ILCS 5/513c1 new

7 215 ILCS 5/513c2 new

8 215 ILCS 161/1

9 215 ILCS 161/1.5 new

10 215 ILCS 161/5

11 215 ILCS 161/10

12 215 ILCS 161/15

13 215 ILCS 161/20

14 215 ILCS 161/25

15 215 ILCS 161/30

16 215 ILCS 161/35

17 215 ILCS 161/40

18 215 ILCS 161/45 new

19 215 ILCS 161/50 new

20 215 ILCS 161/55 new

21 215 ILCS 161/60 new

22 215 ILCS 161/65 new

23 215 ILCS 161/70 new

24 215 ILCS 161/75 new

25 215 ILCS 161/80 new

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1 815 ILCS 505/2CCCC