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Rules Coordinator
Office of the Insurance Commissioner
302 Sid Snyder Ave. SW
Olympia, WA 98504
Submitted via email: rulescoordinator@oic.wa.gov

RE: Prepublication Draft to Implement Substitute Senate Bill (SSB) 5579

To the Office of Insurance Commissioner,

On behalf of Providence, thank you for the opportunity to submit comments on this initial draft of rules to implement SSB 5579.

Providence is a not-for-profit Catholic health care ministry committed to providing for the needs of the communities it serves – especially for those who are poor and vulnerable. In Washington state, Providence and our secular affiliated partners – Swedish Health Services, Pacific Medical Centers and Kadlec – comprise 15 hospitals, physician clinics, senior services, supportive housing, hospice and home health programs, care centers and diverse community services. In 2024, Providence and our partners provided \$757 million in community benefit, including \$462 million in unfunded costs of Medicaid and other government programs and \$132 million in free and discounted care for Washingtonians who could not afford to pay. Together, we are working to improve quality, increase access and reduce the cost of care in all the communities we serve.

After reviewing the draft language, Providence has identified some edits in the language that will ensure the scope of the law is not expanded. Our thoughts are outlined below.

WAC 284-170-131 Definitions applicable to RCW 48.43.732

In Section (1) of this WAC, we request OIC deletes “initiating” from the definition of “cause to be made”. It is unclear what “initiating” means in this context. One interpretation is this would assume responsibility by the health care facility, provider, or carrier if a party outside of their control makes a public statement based on information provided to them during negotiations or other conversations. The entities covered by this law should not be subject to penalties or violations if they are adhering to the law and an external entity makes a public statement regarding expiring or terminating contracts.

In Section (7) under this WAC, Providence requests removal of “contracted by” from the definition of “public statement” so the definition would read,

“(7) “Public statement” means written or verbal communication, whether made electronically, orally, or through physical documents, by health care providers, health care facilities, carriers, or health care providers employed by or otherwise affiliated...”

Including “contracted by” in the definition would have a similar effect as the issue identified for Section (1). Vendors and other services we contract with, and that do not fall under the definition of affiliated or control, could be a broad group of services and organizations where we do not have a say in their communications and we should not be subject to penalties from their actions.

In this same definition, we request removal of “verbal” from “and individual verbal, written or electronic communications” Including verbal communications goes beyond, and expands, the scope of the law and OIC’s statutory authority. This language allows the agency to reach into conversations that occur between a provider and a patient. If our caregivers receive a specific question from a patient and we cannot and do not answer them, it erodes their trust in their health care provider. Likewise, if a member calls the health plan to ask a specific question about a provider, the health plan should be able to support the member’s need to address continuity of care concerns.

WAC 284-170-421 Provider contracts—Standards—Hold harmless provisions

In Section (4), Providence requests removal of “This provision must be placed in the provisions of the provider contract addressing contract expirations or terminations.”

The language required for provider contracts should not be part of the base contract language but instead included in the addendum that is specific to Washington regulated insurance carriers. Including the language in the base contract suggests that these provisions would apply to self-insured plans not governed by the state and would cause confusion. The RCW does not stipulate where the provider contract language should be included and we thus recommend placing it in addendum to reduce the likelihood of confusion regarding whether it applies to self-insured plans.

Lastly, there is no specified timeline for approval by the commissioner if the notice does not solely utilize the template language. That timeline needs to be clearly outlined in the WAC so covered entities can appropriately plan for notification to enrollees and patients.

WAC 284-170-445 Provider contract terminations under RCW 48.43.732 – Notice requirements

Section (2)(a)(iii) has additional language that expands the scope of law and authority of OIC. Providence requests removal of "and whether the notices make any statement related to the intent or conduct of the other party". This language is not in the underlying statute and should be deleted.

Section (2)(b) is another section that needs the timeline for approval of notices by the commissioner.

Providence appreciates the opportunity to engage in this rulemaking and we look forward to ongoing engagement and partnership as the rulemaking continues. Please reach out if there are any questions or additional information we can provide.

Sincerely,

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Providence

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