

From: JSRoach
Sent: Wednesday, March 31, 2004 9:10 AM
To: CONTACTLENSRULE
Cc:
Subject: Contact Lens Law -- Unintended Consequence Update



bausch&lomb.jpg
(782 KB)



ocularsciences.jpg
(907 KB)



Prescription_SmallFile.JPG (64...



Receipt_SmallFile.JPG (1 MB)

I thought you might be interested in the following

"unintended consequence" of the state's "well intentioned" protection of me, a consumer.

I ordered soft contact lenses from 1-800-CONTACTS recently (as I have for many years). In accordance with the law of the state of Michigan, they contacted the office of Paul Roush, O.D., to verify the prescription. The doctor refused. Consequently, the order was canceled and the charge was credited to my Master Card account. This seems to be all in accordance with the wishes of the legislature (acting under the influence of the optical lobby).

Background:

I had an optical exam by Paul Roush at the OptimEyes office, 137 S. Livernois, Rochester Hills, MI 48307 (tel. 248-652-0600), on December 3, 2003, at 12:30. I wore my soft lens to the exam (I need only one for the right eye). I took my various and assorted eye glasses (bifocal sunglasses, reading glasses, computer glasses, etc.) to the exam along with an unopened, factory dispensed, fresh Bausch & Lomb Optima FVW contact lens with prescription printed on the foil top. I have been wearing the same prescription of the same brand of lens for 7-10 years.

During the exam, the doctor said if he were to prescribe a soft contact, he would prescribe the exact same correction. The glasses he would modify only slightly in their correction for astigmatism, but the change was not significant enough to warrant the expense of new glasses unless they bothered me -- which they do not. When I left, I was asked how I wanted to pay -- cash or charge. I said I was covered by HAP (Health Alliance Plan). They agreed. I left.

On March 23, upon hearing of the denial via letter from 1-800-CONTACTS with an attachment stating, "This patient did not complete a contact lens exam," I called the doctor's office. The employee, Kelly, stated I had not completed a contact lens fitting exam -- which is not covered by HAP. She asked how the doctor could be requested to verify the prescription if he had not given me a fitting. I explained I had used that office as part of the Henry Ford System it being closer to me than their Lakeside facility, where I had previously gone. I tried to explain to her that I have been wearing the same lens prescription for numerous years and that I had worn the lens to the exam. She insisted I needed a contact lens fitting exam -- in addition to the "regular vision" exam. Incredulous, I was referred to the manager.

The next day, March 24, I talked to the manager, Debbie. Bottom line, if I were to pay \$40 (without showing up at the office) they would release the prescription. Then, I asked her to order 2 boxes of 6 lenses at \$19 each and call me when they arrive so I can pick them up by paying the total of \$78. She agreed. It will take approximately a week for them to be available -- longer than it would have taken to get them from 1-800-CONTACTS for \$39.90 (\$19.95 a box of six).

On March 30, 2004, at 11:30 I picked up two packages each containing 6 lenses without seeing the doctor. Upon specific request, I obtained an itemized receipt (copy attached) and a copy of the prescription transcribed on the spot (copy attached). Upon arriving home, I inspected the items only to realize the lenses were of a different manufacture and had a slightly different base curve and a slightly different diameter than the one contained in the package I had shown to the doctor during the eye examination. Copies of the imprinted foil container covers are attached. I must presume the differences are insignificant. The base curve was changed from 8.7 to 8.9 and the diameter was changed from 14 cm to 14.2 cm. The prescription has an expiration date of 3/23/04 -- possibly in error as it also correctly recorded the exam date as being 12/3/03.

By copy of this correspondence, I am asking Ms. J. Selig of 1-800-CONTACTS if they are allowed to accept that prescription for future refills; and, if so, until what date will they accept orders based on it.

Bottom line:

The law has forced me to patronize a facility that is more expensive and less convenient than a competitor and dispensed lenses of their, rather than of my, choosing.

Is this the way the Michigan law was designed to work?

I trust any Federal law will be designed to avoid such monopoly coercion of consumers in the name of protecting them from themselves.

Regards,

J. S. Roach

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