

1 HB136
2 189103-1
3 By Representatives Johnson (K), Moore (B) and Ledbetter
4 RFD: Insurance
5 First Read: 09-JAN-18

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8 SYNOPSIS: This bill would define an agreement between
9 a chiropractor and a patient to provide
10 chiropractic services to the patient for an agreed
11 upon fee and time period as a chiropractic
12 agreement and would provide that the agreement is
13 not insurance.

14 This bill would provide that a chiropractor
15 offering, marketing, selling, or entering into a
16 chiropractic agreement is not required to obtain an
17 additional license or certificate of authority from
18 any state entity and would require that the
19 agreement meet certain requirements.

20 This bill would also establish minimum
21 requirements for a chiropractic agreement and would
22 provide for the discontinuance of care for a
23 patient under an agreement under certain
24 conditions.

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26 A BILL
27 TO BE ENTITLED

1 AN ACT

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3 Relating to health care; to provide that a
4 chiropractic agreement, as defined, is not to be regulated as
5 insurance; to provide that a chiropractor offering, marketing,
6 selling, or entering into a chiropractic agreement is not
7 required to obtain an additional license or certificate of
8 authority; to require that a chiropractic agreement meet
9 certain requirements; and to provide for the discontinuance of
10 care for a patient under an agreement under certain
11 conditions.

12 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

13 Section 1. This act shall be known and may be cited
14 as the Alabama Chiropractor Direct Pay Act.

15 Section 2. (a) For the purposes of this section, the
16 following words shall have the following meanings:

17 (1) CHIROPRACTOR. A person licensed to practice
18 chiropractic in this state.

19 (2) CHIROPRACTIC AGREEMENT or AGREEMENT. A contract
20 between a chiropractor and a patient or his or her legal
21 representative in which the chiropractor or the chiropractor's
22 chiropractic practice agrees to provide chiropractic services
23 to the patient for an agreed upon fee and period of time.

24 (3) CHIROPRACTIC PRACTICE. A chiropractor or a
25 chiropractic practice of a chiropractor that charges a
26 periodic fee for chiropractic services and which does not bill
27 a third party any additional fee for services for patients

1 covered under a chiropractic agreement. The per visit charge
2 of the practice shall be less than the monthly equivalent of
3 the periodic fee.

4 (b) A chiropractic agreement is not insurance, may
5 not be deemed an insurance arrangement, and is not subject to
6 state insurance laws.

7 (c) A patient or legal representative shall not
8 forfeit any insurance benefits or Medicare benefits by
9 purchasing medical services or products outside the system.

10 (d) A chiropractor offering, marketing, selling, or
11 entering into a chiropractic agreement may not be required to
12 obtain a certificate of authority or license other than to
13 maintain a current license to practice chiropractic in this
14 state.

15 (e) A chiropractic agreement is not a discount
16 medical plan.

17 (f) To be considered a chiropractic agreement for
18 the purposes of this section, the agreement shall satisfy all
19 of the following:

20 (1) Be in writing.

21 (2) Be signed by a chiropractor, or agent of the
22 chiropractor, and the patient or his or her legal
23 representative.

24 (3) Allow either party to terminate the agreement
25 upon written notice of at least 30 days to the other party.

26 (4) Describe the scope of health care services that
27 are covered by the periodic fee.

1 (5) Specify the periodic fee and any additional fees
2 outside of the periodic fee for ongoing health care.

3 (6) Specify the duration of the agreement and any
4 automatic renewal periods and require that no more than 12
5 months of the periodic fee be paid in advance.

6 (7) Prominently state in writing that is
7 conspicuously visible and in bold font all of the following:

8 a. The agreement does not constitute health
9 insurance of the laws of this state.

10 b. An uninsured patient that enters into an
11 agreement may still be subject to tax penalties under the
12 Patient Protection and Affordable Care Act, Public Law
13 111-148, for failing to obtain insurance.

14 c. Patients insured by health insurance plans that
15 are compliant with the Patient Protection and Affordable Care
16 Act already have coverage for certain preventive care benefits
17 at no cost to the patient.

18 d. Payments made by a patient for services rendered
19 under a chiropractic agreement may not count toward the
20 patient's health insurance deductibles and maximum
21 out-of-pocket expenses.

22 e. A patient is encouraged to consult with the
23 patient's health insurance plan before entering into the
24 agreement and receiving care.

25 (8) Provide that, upon termination of the agreement
26 by the patient, all unearned fees are to be returned to the
27 patient.

1 (g) A chiropractor providing chiropractic services
2 under a chiropractic agreement may decline to accept a patient
3 if, in the chiropractor's opinion, the patient's medical
4 condition is such that the provider is unable to provide the
5 appropriate level and type of health care the patient
6 requires. The chiropractor may discontinue care for patients
7 under the chiropractic agreement under any of the following
8 conditions:

9 (1) The patient fails to pay the periodic fee.

10 (2) The patient has performed an act of fraud.

11 (3) The patient repeatedly fails to adhere to the
12 recommended treatment plan.

13 (4) The patient is abusive or presents an emotional
14 or physical danger to the staff or other patients of the
15 chiropractic practice.

16 (5) The chiropractor or the chiropractor's
17 chiropractic practice discontinues operation as a chiropractic
18 practice.

19 (6) Any other condition consistent with the
20 Chiropractic Practice Act or the rules of the Alabama State
21 Board of Chiropractic Examiners.

22 Section 3. This act shall become effective on the
23 first day of the third month following its passage and
24 approval by the Governor, or its otherwise becoming law.