S T A T E O F N E W Y O R K

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I N A S S E M B L Y

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Introduced by M. of A. LENTOL, LUPARDO, CAHILL, V. LOPEZ, SCHROEDER, MILLMAN, BROOK-KRASNY -- Multi-Sponsored by -- M. of A. ABBATE, ARROYO, COLTON, CUSICK, DESTITO, GALEF, GUNTHER, LATIMER, LIFTON, MAYERSOHN, McENENY, PHEFFER, N. RIVERA, SWEENEY, TOWNS, WRIGHT -- read once and referred to the Committee on Insurance

AN ACT to amend the insurance law and the public health law, in relation to doctors of chiropractic

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Subparagraphs (A) and (C) of paragraph 21 of subsection (i) of section 3216 of the insurance law, as added by chapter 426 of the laws of 1997, are amended to read as follows:

(A) Every policy which is a "managed care product" as defined in subparagraph (D) of this paragraph that provides coverage for physician services in a physician's office, and every policy which is a "managed care product" that provides major medical or similar comprehensive-type coverage, shall include coverage for chiropractic care, as defined in section six thousand five hundred fifty-one of the education law, provided by a doctor of chiropractic licensed pursuant to article one hundred thirty-two of the education law, in connection with the detection or correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for the purpose of removing nerve interference, and the effects thereof, where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column. However, chiropractic care and services may be subject to reasonable deductible, co-payment and co-insurance amounts, reasonable fee [or] LIMITS, REASONABLE benefit limits, and reasonable utilization review, provided that any such amounts, limits and review: (a) shall not function SO AS to direct, ENCOURAGE OR DISCOURAGE treatment in a manner discriminative against chiropractic care, [and] (b) individually and collectively shall be no

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets [ ] is old law to be omitted.

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more restrictive UPON CHIROPRACTIC CARE AND SERVICES than those applicable under the same policy, PLAN, CONTRACT OR CERTIFICATE to care or services provided by other health professionals in the diagnosis, treatment and management of the same or similar conditions, injuries, complaints, disorders or ailments, even if differing nomenclature is used to describe the condition, injury, complaint, disorder or ailment, (C) SHALL PROVIDE THAT THE FEE AMOUNTS PAID BY OR PAYABLE UNDER THE POLICY, PLAN, CERTIFICATE OR CONTRACT TO A DOCTOR OF CHIROPRACTIC SHALL BE EQUAL TO THE AMOUNT PAID OR PAYABLE FOR SIMILAR CARE, TREATMENT, THERAPIES OR TREATMENTS WHEN PROVIDED BY OTHER LICENSED HEALTH CARE PROFESSIONALS UNDER THE SAME POLICY, PLAN, CERTIFICATE OR CONTRACT EVEN IF DIFFERENT NOMENCLATURE IS USED TO DESCRIBE THE CONDITION, INJURY, COMPLAINT, DISORDER OR AILMENT, OR THE TREATMENT, THERAPY OR SERVICE RENDERED, REGARDLESS WHETHER THE FEE AMOUNT IS PAID BY THE INSURER, CARRIER, PLAN OR THROUGH A THIRD PARTY ADMINISTRATOR, NETWORK OR INDEPENDENT PRACTICE ASSOCIATION, (D) SHALL NOT IMPOSE CO-INSURANCE AND CO-PAYMENT AMOUNTS GREATER THAN THE AMOUNT DUE UNDER THE SAME POLICY, PLAN, CONTRACT OR CERTIFICATE FOR A PRIMARY CARE PHYSICIAN AND SUCH CO-INSURANCE AND CO-PAYMENT AMOUNTS SHALL NOT BE GREATER THAN FIFTY PERCENT OF THE TOTAL FEE DUE OR TO BE PAID TO THE DOCTOR OF CHIROPRACTIC UNDER THE POLICY, PLAN, CONTRACT OR CERTIFICATE FOR THE TREATMENT, THERAPY OR SERVICE RENDERED, AND (E) SHALL NOT IMPOSE PRE-CERTIFICATION, CONCURRENT REVIEW OR POST-PAYMENT UTILIZATION REVIEW PROCESSES, PROCEDURES, DOCUMENTATION OR LIMITATIONS UPON CHIROPRACTIC CARE AND SERVICES THAT ARE GREATER THAN THOSE APPLIED TO THE CARE AND SERVICES OF ANY OTHER HEALTH CARE PROFESSIONAL UNDER THE SAME POLICY, PLAN, CONTRACT OR CERTIFICATE, EVEN IF DIFFERENT NOMENCLATURE IS USED TO DESCRIBE THE CONDITION, INJURY, COMPLAINT, DISORDER OR AILMENT, OR THE TREATMENT, THERAPY OR SERVICE RENDERED, REGARDLESS WHETHER THE FEE AMOUNT IS PAID BY THE INSURER, CARRIER, PLAN OR THROUGH A THIRD PARTY ADMINISTRATOR, NETWORK OR INDEPENDENT PRACTICE ASSOCIATION. Nothing herein contained shall be construed as impeding or preventing either the provision or coverage of chiropractic care and services by duly licensed doctors of chiropractic, within the lawful scope of chiropractic practice, in hospital facilities on a staff or employee basis.

(C) Every policy which includes coverage for physician services in a physician's office, and every policy which provides major medical or similar comprehensive-type coverage, other than a "managed care product" as defined in subparagraph (D) of this paragraph, shall provide coverage for chiropractic care, as defined in section six thousand five hundred fifty-one of the education law, provided by a doctor of chiropractic licensed pursuant to article one hundred thirty-two of the education law, in connection with the detection or correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for the purpose of removing nerve interference, and the effects thereof, where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column. However, chiropractic care and services may be subject to reasonable deductible, co-payment and co-insurance amounts, reasonable fee [or] LIMITS, REASONABLE benefit limits, and reasonable utilization review, provided that any such amounts, limits and review: (a) shall not function SO AS to direct, ENCOURAGE OR DISCOURAGE treatment in a manner discriminative against chiropractic care, [and] (b) individually and collectively shall be no more restrictive UPON CHIROPRACTIC CARE AND SERVICES than those applicable under the same policy, PLAN, CONTRACT OR CERTIFICATE to care or services provided by other health professionals

in the diagnosis, treatment and management of the same or similar conditions, injuries, complaints, disorders or ailments, even if differing nomenclature is used to describe the condition, injury, complaint, disorder or ailment, (C) SHALL PROVIDE THAT THE FEE AMOUNTS PAID BY OR PAYABLE UNDER THE POLICY, PLAN, CERTIFICATE OR CONTRACT TO A DOCTOR OF CHIROPRACTIC SHALL BE EQUAL TO THE AMOUNT PAID OR PAYABLE FOR SIMILAR CARE, TREATMENT, THERAPIES OR TREATMENTS WHEN PROVIDED BY OTHER LICENSED HEALTH CARE PROFESSIONALS UNDER THE SAME POLICY, PLAN, CERTIFICATE OR CONTRACT EVEN IF DIFFERENT NOMENCLATURE IS USED TO DESCRIBE THE CONDITION, INJURY, COMPLAINT, DISORDER OR AILMENT, OR THE TREATMENT, THERAPY OR SERVICE RENDERED, REGARDLESS WHETHER THE FEE AMOUNT IS PAID BY THE INSURER, CARRIER, PLAN OR THROUGH A THIRD PARTY ADMINISTRATOR, NETWORK OR INDEPENDENT PRACTICE ASSOCIATION, (D) SHALL NOT IMPOSE CO-INSURANCE AND CO-PAYMENT AMOUNTS GREATER THAN THE AMOUNT DUE UNDER THE SAME POLICY, PLAN, CONTRACT OR CERTIFICATE FOR A PRIMARY CARE PHYSICIAN AND SUCH CO-INSURANCE AND CO-PAYMENT AMOUNTS SHALL NOT BE GREATER THAN FIFTY PERCENT OF THE TOTAL FEE DUE OR TO BE PAID TO THE DOCTOR OF CHIROPRACTIC UNDER THE POLICY, PLAN, CONTRACT OR CERTIFICATE FOR THE TREATMENT, THERAPY OR SERVICE RENDERED, AND (E) SHALL NOT IMPOSE PRE-CERTIFICATION, CONCURRENT REVIEW OR POST-PAYMENT UTILIZATION REVIEW PROCESSES, PROCEDURES, DOCUMENTATION OR LIMITATIONS UPON CHIROPRACTIC CARE AND SERVICES THAT ARE GREATER THAN THOSE APPLIED TO THE CARE AND SERVICES OF ANY OTHER HEALTH CARE PROFESSIONAL UNDER THE SAME POLICY, PLAN, CONTRACT OR CERTIFICATE, EVEN IF DIFFERENT NOMENCLATURE IS USED TO DESCRIBE THE CONDITION, INJURY, COMPLAINT, DISORDER OR AILMENT, OR THE TREATMENT, THERAPY OR SERVICE RENDERED, REGARDLESS WHETHER THE FEE AMOUNT IS PAID BY THE INSURER, CARRIER, PLAN OR THROUGH A THIRD PARTY ADMINISTRATOR, NETWORK OR INDEPENDENT PRACTICE ASSOCIATION. Nothing herein contained shall be construed as impeding or preventing either the provision or coverage of chiropractic care and services by duly licensed doctors of chiropractic, within the lawful scope of chiropractic practice, in hospital facilities on a staff or employee basis.

S 2. Subparagraphs (A) and (C) of paragraph 11 of subsection (k) of section 3221 of the insurance law, as added by chapter 426 of the laws of 1997, are amended to read as follows:

(A) Every policy which is a "managed care product" as defined in subparagraph (D) of this paragraph that includes coverage for physician services in a physician's office, and every policy which is a "managed care product" that provides major medical or similar comprehensive-type coverage shall include coverage for chiropractic care, as defined in section six thousand five hundred fifty-one of the education law, provided by a doctor of chiropractic licensed pursuant to article one hundred thirty-two of the education law, in connection with the detection or correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for the purpose of removing nerve interference, and the effects thereof, where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column. However, chiropractic care and services may be subject to reasonable deductible, co-payment and co-insurance amounts, reasonable fee [or] LIMITS, REASONABLE benefit limits, and reasonable utilization review, provided that any such amounts, limits and review: (a) shall not function SO AS to direct, ENCOURAGE OR DISCOURAGE treatment in a manner discriminative against chiropractic care, [and] (b) individually and collectively shall be no more restrictive UPON CHIROPRACTIC CARE AND SERVICES than those applicable under the same policy, PLAN, CONTRACT OR CERTIFICATE to care or

services provided by other health professionals in the diagnosis, treatment and management of the same or similar conditions, injuries, complaints, disorders or ailments, even if differing nomenclature is used to describe the condition, injury, complaint, disorder or ailment, (C) SHALL PROVIDE THAT THE FEE AMOUNTS PAID BY OR PAYABLE UNDER THE POLICY, PLAN, CERTIFICATE OR CONTRACT TO A DOCTOR OF CHIROPRACTIC SHALL BE EQUAL TO THE AMOUNT PAID OR PAYABLE FOR SIMILAR CARE, TREATMENT, THERAPIES OR TREATMENTS WHEN PROVIDED BY OTHER LICENSED HEALTH CARE PROFESSIONALS UNDER THE SAME POLICY, PLAN, CERTIFICATE OR CONTRACT EVEN IF DIFFERENT NOMENCLATURE IS USED TO DESCRIBE THE CONDITION, INJURY, COMPLAINT, DISORDER OR AILMENT, OR THE TREATMENT, THERAPY OR SERVICE RENDERED, REGARDLESS WHETHER THE FEE AMOUNT IS PAID BY THE INSURER, CARRIER, PLAN OR THROUGH A THIRD PARTY ADMINISTRATOR, NETWORK OR INDEPENDENT PRACTICE ASSOCIATION, (D) SHALL NOT IMPOSE CO-INSURANCE AND CO-PAYMENT AMOUNTS GREATER THAN THE AMOUNT DUE UNDER THE SAME POLICY, PLAN, CONTRACT OR CERTIFICATE FOR A PRIMARY CARE PHYSICIAN AND SUCH CO-INSURANCE AND CO-PAYMENT AMOUNTS SHALL NOT BE GREATER THAN FIFTY PERCENT OF THE TOTAL FEE DUE OR TO BE PAID TO THE DOCTOR OF CHIROPRACTIC UNDER THE POLICY, PLAN, CONTRACT OR CERTIFICATE FOR THE TREATMENT, THERAPY OR SERVICE RENDERED, AND (E) SHALL NOT IMPOSE PRE-CERTIFICATION, CONCURRENT REVIEW OR POST-PAYMENT UTILIZATION REVIEW PROCESSES, PROCEDURES, DOCUMENTATION OR LIMITATIONS UPON CHIROPRACTIC CARE AND SERVICES THAT ARE GREATER THAN THOSE APPLIED TO THE CARE AND SERVICES OF ANY OTHER HEALTH CARE PROFESSIONAL UNDER THE SAME POLICY, PLAN, CONTRACT OR CERTIFICATE, EVEN IF DIFFERENT NOMENCLATURE IS USED TO DESCRIBE THE CONDITION, INJURY, COMPLAINT, DISORDER OR AILMENT, OR THE TREATMENT, THERAPY OR SERVICE RENDERED, REGARDLESS WHETHER THE FEE AMOUNT IS PAID BY THE INSURER, CARRIER, PLAN OR THROUGH A THIRD PARTY ADMINISTRATOR, NETWORK OR INDEPENDENT PRACTICE ASSOCIATION. Nothing herein contained shall be construed as impeding or preventing either the provision or coverage of chiropractic care and services by duly licensed doctors of chiropractic, within the lawful scope of chiropractic practice, in hospital facilities on a staff or employee basis.

(C) Every policy which includes coverage for physician services in a physician's office, and every policy which provides major medical or similar comprehensive-type coverage, other than a "managed care product" as defined in subparagraph (D) of this paragraph, shall provide coverage for chiropractic care, as defined in section six thousand five hundred fifty-one of the education law, provided by a doctor of chiropractic licensed pursuant to article one hundred thirty-two of the education law, in connection with the detection or correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for the purpose of removing nerve interference, and the effects thereof, where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column. However, chiropractic care and services may be subject to reasonable deductible, co-payment and co-insurance amounts, reasonable fee [or] LIMITS, REASONABLE benefit limits, and reasonable utilization review, provided that any such amounts, limits and review: (a) shall not function SO AS to direct, ENCOURAGE OR DISCOURAGE treatment in a manner discriminative against chiropractic care, [and] (b) individually and collectively shall be no more restrictive [that] UPON CHIROPRACTIC CARE AND SERVICES THAN those applicable under the same policy, PLAN, CONTRACT OR CERTIFICATE to care or services provided by other health professionals in the diagnosis, treatment and management of the same or similar conditions, injuries, complaints, disorders or ailments, even if

differing nomenclature is used to describe the condition, injury, complaint, disorder or ailment, (C) SHALL PROVIDE THAT THE FEE AMOUNTS PAID BY OR PAYABLE UNDER THE POLICY, PLAN, CERTIFICATE OR CONTRACT TO A DOCTOR OF CHIROPRACTIC SHALL BE EQUAL TO THE AMOUNT PAID OR PAYABLE FOR SIMILAR CARE, TREATMENT, THERAPIES OR TREATMENTS WHEN PROVIDED BY OTHER LICENSED HEALTH CARE PROFESSIONALS UNDER THE SAME POLICY, PLAN, CERTIFICATE OR CONTRACT EVEN IF DIFFERENT NOMENCLATURE IS USED TO DESCRIBE THE CONDITION, INJURY, COMPLAINT, DISORDER OR AILMENT, OR THE TREATMENT, THERAPY OR SERVICE RENDERED, REGARDLESS WHETHER THE FEE AMOUNT IS PAID BY THE INSURER, CARRIER, PLAN OR THROUGH A THIRD PARTY ADMINISTRATOR, NETWORK OR INDEPENDENT PRACTICE ASSOCIATION, (D) SHALL NOT IMPOSE CO-INSURANCE AND CO-PAYMENT AMOUNTS GREATER THAN THE AMOUNT DUE UNDER THE SAME POLICY, PLAN, CONTRACT OR CERTIFICATE FOR A PRIMARY CARE PHYSICIAN AND SUCH CO-INSURANCE AND CO-PAYMENT AMOUNTS SHALL NOT BE GREATER THAN FIFTY PERCENT OF THE TOTAL FEE DUE OR TO BE PAID TO THE DOCTOR OF CHIROPRACTIC UNDER THE POLICY, PLAN, CONTRACT OR CERTIFICATE FOR THE TREATMENT, THERAPY OR SERVICE RENDERED, AND (E) SHALL NOT IMPOSE PRE-CERTIFICATION, CONCURRENT REVIEW OR POST-PAYMENT UTILIZATION REVIEW PROCESSES, PROCEDURES, DOCUMENTATION OR LIMITATIONS UPON CHIROPRACTIC CARE AND SERVICES THAT ARE GREATER THAN THOSE APPLIED TO THE CARE AND SERVICES OF ANY OTHER HEALTH CARE PROFESSIONAL UNDER THE SAME POLICY, PLAN, CONTRACT OR CERTIFICATE, EVEN IF DIFFERENT NOMENCLATURE IS USED TO DESCRIBE THE CONDITION, INJURY, COMPLAINT, DISORDER OR AILMENT, OR THE TREATMENT, THERAPY OR SERVICE RENDERED, REGARDLESS WHETHER THE FEE AMOUNT IS PAID BY THE INSURER, CARRIER, PLAN OR THROUGH A THIRD PARTY ADMINISTRATOR, NETWORK OR INDEPENDENT PRACTICE ASSOCIATION. Nothing herein contained shall be construed as impeding or preventing either the provision or coverage of chiropractic care and services by duly licensed doctors of chiropractic, within the lawful scope of chiropractic practice, in hospital facilities on a staff or employee basis.

S 3. Paragraphs 1 and 3 of subsection (y) of section 4303 of the insurance law, as added by chapter 426 of the laws of 1997, are amended to read as follows:

(1) Every contract issued by a health service corporation or a medical expense indemnity corporation which is a "managed care product" as defined in paragraph four of this subsection that includes coverage for physician services in a physician's office, and every "managed care product" that provides major medical or similar comprehensive-type coverage, shall include coverage for chiropractic care, as defined in section six thousand five hundred fifty-one of the education law, provided by a doctor of chiropractic licensed pursuant to article one hundred thirty-two of the education law, in connection with the detection or correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for the purpose of removing nerve interference, and the effects thereof, where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column. However, chiropractic care and services may be subject to reasonable deductible, co-payment and co-insurance amounts, reasonable fee [or] LIMITS, REASONABLE benefit limits, and reasonable utilization review, provided that any such amounts, limits and review: (a) shall not function SO AS to direct, ENCOURAGE OR DISCOURAGE treatment in a manner discriminative against chiropractic care, [and] (b) individually and collectively shall be no more restrictive UPON CHIROPRACTIC CARE AND SERVICES than those applicable under the same policy, PLAN, CONTRACT OR CERTIFICATE to care or services provided by other health professionals in the diagnosis, treat-

ment and management of the same or similar conditions, injuries, complaints, disorders or ailments, even if differing nomenclature is used to describe the condition, injury, complaint, disorder or ailment, (C) SHALL PROVIDE THAT THE FEE AMOUNTS PAID BY OR PAYABLE UNDER THE POLICY, PLAN, CERTIFICATE OR CONTRACT TO A DOCTOR OF CHIROPRACTIC SHALL BE EQUAL TO THE AMOUNT PAID OR PAYABLE FOR SIMILAR CARE, TREATMENT, THERAPIES OR TREATMENTS WHEN PROVIDED BY OTHER LICENSED HEALTH CARE PROFESSIONALS UNDER THE SAME POLICY, PLAN, CERTIFICATE OR CONTRACT EVEN IF DIFFERENT NOMENCLATURE IS USED TO DESCRIBE THE CONDITION, INJURY, COMPLAINT, DISORDER OR AILMENT, OR THE TREATMENT, THERAPY OR SERVICE RENDERED, REGARDLESS WHETHER THE FEE AMOUNT IS PAID BY THE INSURER, CARRIER, PLAN OR THROUGH A THIRD PARTY ADMINISTRATOR, NETWORK OR INDEPENDENT PRACTICE ASSOCIATION, (D) SHALL NOT IMPOSE CO-INSURANCE AND CO-PAYMENT AMOUNTS GREATER THAN THE AMOUNT DUE UNDER THE SAME POLICY, PLAN, CONTRACT OR CERTIFICATE FOR A PRIMARY CARE PHYSICIAN AND SUCH CO-INSURANCE AND CO-PAYMENT AMOUNTS SHALL NOT BE GREATER THAN FIFTY PERCENT OF THE TOTAL FEE DUE OR TO BE PAID TO THE DOCTOR OF CHIROPRACTIC UNDER THE POLICY, PLAN, CONTRACT OR CERTIFICATE FOR THE TREATMENT, THERAPY OR SERVICE RENDERED, AND (E) SHALL NOT IMPOSE PRE-CERTIFICATION, CONCURRENT REVIEW OR POST-PAYMENT UTILIZATION REVIEW PROCESSES, PROCEDURES, DOCUMENTATION OR LIMITATIONS UPON CHIROPRACTIC CARE AND SERVICES THAT ARE GREATER THAN THOSE APPLIED TO THE CARE AND SERVICES OF ANY OTHER HEALTH CARE PROFESSIONAL UNDER THE SAME POLICY, PLAN, CONTRACT OR CERTIFICATE, EVEN IF DIFFERENT NOMENCLATURE IS USED TO DESCRIBE THE CONDITION, INJURY, COMPLAINT, DISORDER OR AILMENT, OR THE TREATMENT, THERAPY OR SERVICE RENDERED, REGARDLESS WHETHER THE FEE AMOUNT IS PAID BY THE INSURER, CARRIER, PLAN OR THROUGH A THIRD PARTY ADMINISTRATOR, NETWORK OR INDEPENDENT PRACTICE ASSOCIATION. Nothing herein contained shall be construed as impeding or preventing either the provision or coverage of chiropractic care and services by duly licensed doctors of chiropractic, within the lawful scope of chiropractic practice, in hospital facilities on a staff or employee basis.

(3) Every contract issued by a health service corporation or a medical expense indemnity corporation which includes coverage for physician services in a physician's office, and every contract which provides major medical or similar comprehensive-type coverage, other than a "managed care product" as defined in paragraph four of this subsection, shall provide coverage for chiropractic care, as defined in section six thousand five hundred fifty-one of the education law, provided by a doctor of chiropractic licensed pursuant to article one hundred thirty-two of the education law, in connection with the detection or correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for the purpose of removing nerve interference, and the effects thereof, where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column. However, chiropractic care and services may be subject to reasonable deductible, co-payment and co-insurance amounts, reasonable fee [or] LIMITS, REASONABLE benefit limits, and reasonable utilization review, provided that any such amounts, limits and review: (a) shall not function SO AS to direct, ENCOURAGE OR DISCOURAGE treatment in a manner discriminative against chiropractic care, [and] (b) individually and collectively shall be no more restrictive UPON CHIROPRACTIC CARE AND SERVICES than those applicable under the same POLICY, PLAN, contract OR CERTIFICATE to care or services provided by other health professionals in the diagnosis, treatment and management of the same or similar conditions, injuries, complaints, disorders or ailments even if

differing nomenclature is used to describe the condition, injury, complaint, disorder or ailment, (C) SHALL PROVIDE THAT THE FEE AMOUNTS PAID BY OR PAYABLE UNDER THE POLICY, PLAN, CERTIFICATE OR CONTRACT TO A DOCTOR OF CHIROPRACTIC SHALL BE EQUAL TO THE AMOUNT PAID OR PAYABLE FOR SIMILAR CARE, TREATMENT, THERAPIES OR TREATMENTS WHEN PROVIDED BY OTHER LICENSED HEALTH CARE PROFESSIONALS UNDER THE SAME POLICY, PLAN, CERTIFICATE OR CONTRACT EVEN IF DIFFERENT NOMENCLATURE IS USED TO DESCRIBE THE CONDITION, INJURY, COMPLAINT, DISORDER OR AILMENT, OR THE TREATMENT, THERAPY OR SERVICE RENDERED, REGARDLESS WHETHER THE FEE AMOUNT IS PAID BY THE INSURER, CARRIER, PLAN OR THROUGH A THIRD PARTY ADMINISTRATOR, NETWORK OR INDEPENDENT PRACTICE ASSOCIATION, (D) SHALL NOT IMPOSE CO-INSURANCE AND CO-PAYMENT AMOUNTS GREATER THAN THE AMOUNT DUE UNDER THE SAME POLICY, PLAN, CONTRACT OR CERTIFICATE FOR A PRIMARY CARE PHYSICIAN AND SUCH CO-INSURANCE AND CO-PAYMENT AMOUNTS SHALL NOT BE GREATER THAN FIFTY PERCENT OF THE TOTAL FEE DUE OR TO BE PAID TO THE DOCTOR OF CHIROPRACTIC UNDER THE POLICY, PLAN, CONTRACT OR CERTIFICATE FOR THE TREATMENT, THERAPY OR SERVICE RENDERED, AND (E) SHALL NOT IMPOSE PRE-CERTIFICATION, CONCURRENT REVIEW OR POST-PAYMENT UTILIZATION REVIEW PROCESSES, PROCEDURES, DOCUMENTATION OR LIMITATIONS UPON CHIROPRACTIC CARE AND SERVICES THAT ARE GREATER THAN THOSE APPLIED TO THE CARE AND SERVICES OF ANY OTHER HEALTH CARE PROFESSIONAL UNDER THE SAME POLICY, PLAN, CONTRACT OR CERTIFICATE, EVEN IF DIFFERENT NOMENCLATURE IS USED TO DESCRIBE THE CONDITION, INJURY, COMPLAINT, DISORDER OR AILMENT, OR THE TREATMENT, THERAPY OR SERVICE RENDERED, REGARDLESS WHETHER THE FEE AMOUNT IS PAID BY THE INSURER, CARRIER, PLAN OR THROUGH A THIRD PARTY ADMINISTRATOR, NETWORK OR INDEPENDENT PRACTICE ASSOCIATION. Nothing herein contained shall be construed as impeding or preventing either the provision or coverage of chiropractic care and services by duly licensed doctors of chiropractic, within the lawful scope of chiropractic practice, in hospital facilities on a staff or employee basis.

S 4. Section 4406 of the public health law is amended by adding a new subdivision 6 to read as follows:

6. EVERY CONTRACT WHICH INCLUDES COVERAGE FOR PHYSICIAN SERVICES PERFORMED IN A PHYSICIAN'S OFFICE SHALL PROVIDE COVERAGE FOR CHIROPRACTIC CARE, AS DEFINED IN SECTION SIXTY-FIVE HUNDRED FIFTY-ONE OF THE EDUCATION LAW, PROVIDED BY A DOCTOR OF CHIROPRACTIC LICENSED PURSUANT TO ARTICLE ONE HUNDRED THIRTY-TWO OF THE EDUCATION LAW, IN CONNECTION WITH THE DETECTION OR CORRECTION BY MANUAL OR MECHANICAL MEANS OF STRUCTURAL IMBALANCE, DISTORTION OR SUBLUXATION IN THE HUMAN BODY FOR THE PURPOSE OF REMOVING NERVE INTERFERENCE, AND THE EFFECTS THEREOF, WHERE SUCH INTERFERENCE IS THE RESULT OF OR RELATED TO DISTORTION, MISALIGNMENT OR SUBLUXATION OF OR IN THE VERTEBRAL COLUMN. HOWEVER, CHIROPRACTIC CARE AND SERVICES MAY BE SUBJECT TO REASONABLE DEDUCTIBLE, CO-PAYMENT AND CO-INSURANCE AMOUNTS, REASONABLE FEE LIMITS, REASONABLE BENEFIT LIMITS AND REASONABLE UTILIZATION REVIEW, PROVIDED THAT ANY SUCH AMOUNTS, LIMITS AND REVIEW: (A) SHALL NOT FUNCTION SO AS TO DIRECT, ENCOURAGE OR DISCOURAGE TREATMENT IN A MANNER DISCRIMINATIVE AGAINST CHIROPRACTIC CARE, (B) INDIVIDUALLY AND COLLECTIVELY SHALL BE NO MORE RESTRICTIVE UPON CHIROPRACTIC CARE AND SERVICES THAN THOSE APPLICABLE UNDER THE SAME POLICY, PLAN, CONTRACT, OR CERTIFICATE TO CARE OR SERVICES PROVIDED BY OTHER HEALTH PROFESSIONALS IN THE DIAGNOSIS, TREATMENT AND MANAGEMENT OF THE SAME OR SIMILAR CONDITIONS, INJURIES, COMPLAINTS, DISORDERS OR AILMENTS EVEN IF DIFFERING NOMENCLATURE IS USED TO DESCRIBE THE CONDITION, INJURY, COMPLAINT, DISORDER OR AILMENT, (C) SHALL PROVIDE THAT THE FEE AMOUNTS PAID BY OR PAYABLE UNDER THE POLICY, PLAN, CERTIFICATE OR CONTRACT TO A DOCTOR OF CHIROPRACTIC SHALL BE EQUAL TO THE AMOUNT PAID

OR PAYABLE FOR SIMILAR CARE, TREATMENT, THERAPIES OR TREATMENTS WHEN PROVIDED BY OTHER LICENSED HEALTH CARE PROFESSIONALS UNDER THE SAME POLICY, PLAN, CERTIFICATE OR CONTRACT EVEN IF DIFFERENT NOMENCLATURE IS USED TO DESCRIBE THE CONDITION, INJURY, COMPLAINT, DISORDER OR AILMENT, OR THE TREATMENT, THERAPY OR SERVICE RENDERED, REGARDLESS WHETHER THE FEE AMOUNT IS PAID BY THE INSURER, CARRIER, PLAN OR THROUGH A THIRD PARTY ADMINISTRATOR, NETWORK OR INDEPENDENT PRACTICE ASSOCIATION, (D) SHALL NOT IMPOSE CO-INSURANCE AND CO-PAYMENT AMOUNTS GREATER THAN THE AMOUNT DUE UNDER THE SAME POLICY, PLAN, CONTRACT OR CERTIFICATE FOR A PRIMARY CARE PHYSICIAN AND SUCH CO-INSURANCE AND CO-PAYMENT AMOUNTS SHALL NOT BE GREATER THAN FIFTY PERCENT OF THE TOTAL FEE DUE OR TO BE PAID TO THE DOCTOR OF CHIROPRACTIC UNDER THE POLICY, PLAN, CONTRACT OR CERTIFICATE FOR THE TREATMENT, THERAPY OR SERVICE RENDERED, AND (E) SHALL NOT IMPOSE PRE-CERTIFICATION, CONCURRENT REVIEW OR POST-PAYMENT UTILIZATION REVIEW PROCESSES, PROCEDURES, DOCUMENTATION OR LIMITATIONS UPON CHIROPRACTIC CARE AND SERVICES THAT ARE GREATER THAN THOSE APPLIED TO THE CARE AND SERVICES OF ANY OTHER HEALTH CARE PROFESSIONAL UNDER THE SAME POLICY, PLAN, CONTRACT OR CERTIFICATE, EVEN IF DIFFERENT NOMENCLATURE IS USED TO DESCRIBE THE CONDITION, INJURY, COMPLAINT, DISORDER OR AILMENT, OR THE TREATMENT, THERAPY OR SERVICE RENDERED, REGARDLESS WHETHER THE FEE AMOUNT IS PAID BY THE INSURER, CARRIER, PLAN OR THROUGH A THIRD PARTY ADMINISTRATOR, NETWORK OR INDEPENDENT PRACTICE ASSOCIATION. NOTHING IN THIS SUBDIVISION SHALL BE CONSTRUED AS IMPEDING OR PREVENTING EITHER THE PROVISION OR COVERAGE OF CHIROPRACTIC CARE AND SERVICES BY DULY LICENSED DOCTORS OF CHIROPRACTIC, WITHIN THE LAWFUL SCOPE OF CHIROPRACTIC PRACTICE, IN HOSPITAL FACILITIES ON A STAFF OR EMPLOYEE BASIS.

S 5. This act shall take effect on the ninetieth day after it shall have become a law and shall apply to policies, plans, contracts and certificates issued, renewed, modified, altered or amended on or after such effective date.