

Christopher Gerard,
Assistant Attorney General

SPORTS MEDICINE LICENSURE CLARITY ACT OF 2017



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Legislative History

- The Sports Medicine Licensure Clarity Act of 2017 was signed into law on October 5, 2018.
- The Act was codified in 15 U.S.C. § 8601.
- The Act aims “[t]o provide protections for certain sports medicine professionals who provide certain medical services in a secondary state.”



SPORTS MEDICINE LICENSURE CLARITY ACT OF 2017 – GENERAL EFFECT

Sports Medicine Professional
Providing Covered Medical
Services in Secondary State to
an Athlete or an Athletic Team
(or Staff)

Shall be Covered by
Professional Liability
Insurance Coverage as if
Provided in Primary State
(subject to premium
adjustments)

Professional Shall be Treated as
Satisfying Licensure Requirements of
Secondary State if Licensure
Requirements of Secondary State are
Substantially Similar to Licensure
Requirements of Primary State



HYPOTHETICAL #1

Facts

- Dr. Richards is a licensed chiropractor in State A.
- Dr. Richards attends a sporting event in State B.
- Dr. Richards is not licensed as a chiropractor in State B.
- Dr. Richards provides covered medical services to an athlete at the sporting event.

Analysis

The actions taken by Dr. Richards in this hypothetical are likely not covered by the Act.

This is because he is likely not considered a “covered sports medicine professional” under the Act.



HYPOTHETICAL #1 - CONTINUED

Under the Act:

(4) Covered sports medicine professional

The term “covered sports medicine professional” means a physician, athletic trainer, or other health care professional who--

(A) is licensed to practice in the primary State;

(B) *provides covered medical services, pursuant to a written agreement with an athlete, an athletic team, a national governing body, a high school, or an institution of higher education; and*

(C) *prior to providing the covered medical services described in subparagraph (B), has disclosed the nature and extent of such services to the entity that provides the professional with liability insurance in the primary State.*

15 U.S.C.A. § 8601(c)(4) (West) (emphasis added).



HYPOTHETICAL #2

Facts

- Dr. Richards is a licensed chiropractor in State A, but is not a licensed chiropractor in State B.
- Dr. Richards does have a written agreement with an athletic team and has disclosed the nature and extent of his services to his professional liability insurer.
- Dr. Richards provides an athlete of the team with a treatment modality during an event. This treatment modality was performed in State B.
- The treatment modality is not within the chiropractic scope of practice in State A, but is within the chiropractic scope of practice in State B.

Analysis

The actions taken by Dr. Richards in this hypothetical are likely not covered by the Act.

This is because the Act does not permit a covered sports medicine professional to provide a treatment modality that is not within the primary state's (State A) scope of practice.



HYPOTHETICAL #2 - CONTINUED

Under the Act:

(a) IN GENERAL.-In the case of a covered sports medicine professional who has in effect medical professional liability insurance coverage and provides in a secondary *State covered medical services that are within the scope of practice of such professional in the primary State* to an athlete or an athletic team (or a staff member of such an athlete or athletic team) pursuant to an agreement described in subsection (c)(4) with respect to such athlete or athletic team—

...

(b) Rule of construction

Nothing in this section shall be construed--

(1) to allow a covered sports medicine professional to provide medical services in the secondary State that exceed the scope of that professional's license in the primary State;

...

15 U.S.C.A. § 8601(a) and (b)(1) (West) (emphasis added).



HYPOTHETICAL #3

Facts

- Dr. Richards is a licensed chiropractor in State A, but is not a licensed chiropractor in State B.
- Dr. Richards does have a written agreement with an athletic team and has disclosed the nature and extent of his services to his professional liability insurer.
- Dr. Richards provides an athlete of the team with a treatment modality during an event. This treatment modality was performed in State B.
- The treatment modality is not within the chiropractic scope of practice in State B, but is within the chiropractic scope of practice in State A.

Analysis

The actions taken by Dr. Richards in this hypothetical are likely not covered by the Act.

This is because the Act does not permit a covered sports medicine professional to provide a treatment modality that is not within the secondary state's (State B) scope of practice for a substantially similar sports medicine professional license.



HYPOTHETICAL #3 - CONTINUED

Under the Act:

(b) Rule of construction

Nothing in this section shall be construed--

(1) to allow a covered sports medicine professional to provide medical services in the secondary State that exceed the scope of that professional's license in the primary State;

(2) to allow a covered sports medicine professional to provide medical services in the secondary State that exceed the scope of a substantially similar sports medicine professional license in the secondary State;

(3) to supersede any reciprocity agreement in effect between the two States regarding such services or such professionals;

(4) to supersede any interstate compact agreement entered into by the two States regarding such services or such professionals; or

(5) to supersede a licensure exemption the secondary State provides for sports medicine professionals licensed in the primary State.

15 U.S.C.A. § 8601(b) (West) (emphasis added).



HYPOTHETICAL #4

Facts

- Dr. Richards is a licensed chiropractor in State A, but is not licensed as a chiropractor in State B
- Dr. Richards does have a written agreement with an athletic team and has disclosed the nature and extent of his services to his professional liability insurer.
- Dr. Richards provides massage services to an athlete of the team at an outpatient health care facility owned by a friend of Dr. Richards and located in State B.

Analysis

The actions taken by Dr. Richards in this hypothetical are likely not covered by the Act.

This is because performance of a treatment modality in a health care facility is not a “covered medical service” under the Act.



HYPOTHETICAL #4 - CONTINUED

Under the Act:

(3) Covered medical services

The term “covered medical services” means general medical care, emergency medical care, athletic training, or physical therapy services.

Such term ***does not include*** care provided by a covered sports medicine professional--

(A) ***at a health care facility***; or

(B) while a health care provider licensed to practice in the secondary State is transporting the injured individual to a health care facility.

...

(5) Health care facility

The term “health care facility” means a facility in which medical care, diagnosis, or treatment is provided on an inpatient or outpatient basis. Such term does not include facilities at an arena, stadium, or practice facility, or temporary facilities existing for events where athletes or athletic teams may compete.

....

15 U.S.C.A. § 8601(c)(3) and (5) (West) (emphasis added).



UNRESOLVED – HYPOTHETICAL TO CONSIDER

- Dr. Richards has a written agreement with an athletic team to provide health care services.
- Dr. Richards has disclosed the nature and extent of these health care services to his professional liability insurer.
- Dr. Richards is licensed as a chiropractor in State A.
- The athletic team is travelling to State B. State B requires out-of-state chiropractors to register with State B's chiropractic regulatory authority before providing any health care services in State B.
- Dr. Richards intends to provide a treatment modality in State B that is within the chiropractic scope of practice in State A and State B.



UNRESOLVED – HYPOTHETICAL TO CONSIDER

(a) In general

...

(2) to the extent such professional is licensed under the requirements of the primary State to provide such services to such an individual or team, ***the professional shall be treated as satisfying any licensure requirements of the secondary State*** to provide such services to such an individual or team to the extent the licensure requirements of the secondary State are substantially similar to the licensure requirements of the primary State.

...

(c) Definitions

...

(7) License

The term “license” or “licensure”, as applied with respect to a covered sports medicine professional, means a professional that has met the requirements and is approved to provide covered medical services in accordance with State laws and regulations in the primary State. ***Such term may include the registration or certification, or any other form of special recognition, of an individual as such a professional, as applicable.***

...

15 U.S.C.A. § 8601 (West) (emphasis added).

