

OIC Rules Coordinator

From: Jon Getbehead DC <jongetbeheaddc@gmail.com>
Sent: Thursday, August 7, 2025 2:30 PM
To: OIC Rules Coordinator
Subject: R2025-05 First Prepublication draft comment

External Email

To whom it may concern,

This topic has very negatively affected the personal perception our clinic hold on our community. The insurance companies are lying to my patients, telling them that I am acting in bad faith and in some cases, breaking the law. This is not true at all. I will enclose an actual letter that we had to write to a patient two weeks ago explaining the frustrations of this situation. Please help us limit the lies of the insurance companies and help restore our 40 year reputation in our community. Below is the letter.

Cheers,

Dr Jon Getbehead

Rody Chiropractic, Massage, and Health

Good afternoon, Ms. Smith (name changed for privacy)

I've attempted to reach you by phone on several occasions, including the specific dates and times you requested. Unfortunately, I have not been able to get in touch with you to discuss the current situation regarding your account.

You are currently receiving treatment through your auto insurance policy, specifically under the Personal Injury Protection ("PIP") portion. There is an outstanding balance of \$139.66 related to care provided under that policy that still needs to be paid.

Based on our prior communication, I understand you have concerns about this balance and have raised the possibility that our office is engaging in "balance billing" in violation of the Balance Billing Protection Act. I want to address those concerns clearly.

PIP policies are subject to specific [regulations](#) under Washington law. However, unlike traditional health insurance, PIP coverage allows your auto insurer broad discretion to decide what they will and will not pay—without requiring a contract or agreement with providers like our office. This means they may cover only part of a bill, without any published payment schedule or explanation, and this can vary month to month and by insurer.

In 2024, a Washington court decision clarified that auto insurers are not obligated to pay providers'; full charges under PIP. As a result, they may choose to cover only a portion of the charges, even when full payment is medically reasonable. To be clear, your insurer could choose to pay the full amount billed—but they don't want to.

Because this care is being paid for by your auto insurance and not a regulated health plan, the Balance Billing Protection Act does not apply in this instance. As such, this is not a situation of unlawful balance billing.

Further, under WAC 246-808-545, waiving this balance would constitute an improper

billing practice for chiropractic providers. It would be considered a “rebate” under Washington law and could jeopardize our professional licensure. Just as a provider cannot waive the required co-pay under a health insurance policy, we are similarly prohibited from waiving the remaining PIP balance.

We understand that this is a frustrating and confusing situation. If we were legally permitted to waive the remaining amount, we would. However, we are unable to do so under current regulations. If you have information or updates on Washington Laws to the contrary, we welcome that feedback as we always want to ensure that we are in full compliance with state and federal laws and regulations. We are also more than happy to discuss this situation with you and your PIP adjuster.

Next Steps:

- ☐ You are currently scheduled for a massage on August 4, 2025.
- ☐ If you wish to continue with our office, please contact us by July 25, 2025 to confirm and arrange payment for the outstanding balance.
- ☐ If we do not hear from you by that date, we will proceed with cancelling your upcoming appointments and will need to arrange payment for the outstanding balance.
- ☐ You are welcome to transfer your care to another provider at any time, and you may also wish to consult a personal injury attorney for further guidance regarding your motor vehicle claim and rights under PIP.

Please feel free to reach out if you’d like to further discuss your options or the information above. We’re happy to assist however we can within the limits of the law.

Sent from my iPhone