

1 IN THE SENATE

BY SENATOR LYNB

2 SENATE BILL NO. 51

3 IN THE LEGISLATURE OF THE TERRITORY OF ALASKA

4 TWENTY-FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act amending Section 43-3-2 ACLA 1949,
7 relating to the treatment and care of
8 injured employees, and providing for
9 chiropractic and osteopathic treatments."

10 BE IT ENACTED BY THE LEGISLATURE OF THE TERRITORY OF ALASKA:

11 Section 1. Section 43-3-2 ACLA 1949 is hereby amended to
12 read as follows:

13 Section 43-3-2. TREATMENT AND CARE OF INJURED
14 EMPLOYEES: DUTY AND LIABILITY OF EMPLOYER: DURATION:
15 PREVAILING FEES: SELECTION OF PHYSICIANS, SURGEONS,
16 CHIROPRACTORS, OSTEOPATHS AND HOSPITALS: AGGRAVATION OF
17 INJURIES BY INCOMPETENCE OR NEGLECT OF PHYSICIAN, SURGEON,
18 CHIROPRACTOR OR OSTEOPATH: LIABILITY: RIGHT OF EMPLOYEE TO
19 PROVIDE PHYSICIAN, SURGEON, CHIROPRACTOR OR OSTEOPATH.

20 The employer shall promptly provide for an injured employee
21 such medical, surgical, chiropractic, osteopathic or other
22 attendance or treatment, nurse and hospital service,
23 medicine, crutches and apparatus for such period as the
24 nature of the injury or the process of recovery may require,
25 not exceeding ^{five} one year ^{of} from and after the date of injury to
26 any such employee. The employer shall be liable for the
27 payment of the expenses of medical, surgical, chiropractic,
28 osteopathic or other attendance or treatment, nurse and
29 hospital service, medicine, crutches, and apparatus

Page 1, line 25, after "exceeding" delete word "one", insert "two", and
add "s" to "year".

1 necessitated by the injury of an employee, for such period
2 as the nature of the injury or the process of recovery may
3 require, not exceeding ^{two} one year from and after the date of
4 injury to any such employee. All fees and other charges
5 for such treatment and services shall be limited to such
6 charges as prevail in the same community for similar
7 treatment of injured persons of a like standard of living.
8 The employer shall have the exclusive right, and it shall be
9 his duty to select and furnish the necessary physicians,
10 surgeons, chiropractors, osteopaths and hospitals and to
11 that end he may enter into all necessary contracts with such
12 physicians, surgeons, chiropractors, osteopaths and hospitals
13 for the furnishing of such services and treatments.
14 Provided, that if it be made to appear in any suit, action
15 or proceeding brought against the employer that the injuries
16 sustained by the employee were aggravated on account of the
17 incompetence or neglect of the physician (OR), surgeon,
18 chiropractor or osteopath selected by the employer, it shall
19 be prima facie evidence that the employer failed to use due
20 care in the selection of such physician (OR), surgeon,
21 chiropractor or osteopath and in such case the employer and
22 physician (OR), surgeon, chiropractor or osteopath shall be
23 jointly and separately liable for all damages resulting from
24 such incompetence or neglect. Nothing contained in this
25 section shall be construed to limit the right of the
26 employee, to provide in any case, at his own expense, a
27 consulting physician, surgeon, chiropractor or osteopath
28 or any attending physician, surgeon, chiropractor or
29 osteopath whom he may desire.

Page 2, line 3, delete word "one", insert "two", and add "s" to "year".