

# Chiropractic Examiners, Board of

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Chapter 11: Chiropractic Practice

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## CHAPTER 11

### CHIROPRACTIC PRACTICE

**Section 1. Statement of Purpose.** The Board Rules are adopted to implement the Board's authority to clarify practice standards.

**Section 2. Practice of Chiropractic.**

(a) Telehealth Practice. Practice occurs where the patient resides or receives services, regardless of means.

(i) It is the expectation of the Board that licensees maintain the highest degree of professionalism and should:

- (A) Place the welfare of patients first;
- (B) Maintain acceptable and appropriate standards of practice;
- (C) Adhere to recognized ethical codes;
- (D) Properly supervise non-provider clinicians; and
- (E) Protect patient confidentiality.

(ii) A licensee should not render healthcare advice and/or care using telehealth technologies without:

- (A) Fully verifying and authenticating the location and identity of the requesting patient;
- (B) Disclosing and validating the provider's identity and applicable credential(s); and
- (C) Obtaining appropriate consents from requesting patients after disclosures regarding the delivery models and treatment methods or limitations, including any special informed consents regarding the use of telehealth technologies. An appropriate licensee-patient relationship has not been established when the identity and credentials, including license status, of the provider may be unknown to the patient.

(iii) Informed Consent. Evidence documenting appropriate patient informed consent for the use of telehealth technologies must be obtained and maintained. Appropriate informed consent should, at a minimum, include the following terms:

- (A) Identification of the patient, the provider and the provider's credentials;

(B) Types of transmissions permitted using telehealth technologies (e.g. appointment scheduling, patient education, etc.);

(C) The patient agrees that the licensee determines whether or not the condition being diagnosed and/or treated is appropriate for a telehealth encounter; and

(D) Details on security measures taken with the use of telehealth technologies, such as encrypting data, password protected screen savers and data files, or utilizing other reliable authentication techniques, as well as potential risks to privacy notwithstanding such measures, and adherence to all applicable Health Insurance Portability and Accountability Act standards.

(b) Licensees shall be responsible for the standard of care performed in his or her office, regardless of whether it is performed by him or her personally or by staff working under his or her supervision.

**Section 3. Satellite Offices.** Licensees using satellite offices shall ensure all offices maintain the appropriate standard of care.

**Section 4. Patient Records.**

(a) Basic Requirements.

(i) Each patient record shall, at a minimum, include legible documentation of the following:

(A) The patient's identifying information and identity of the treating licensee and all health care providers;

(B) The reason for the clinical encounter, including any subjective complaints and pertinent history;

(C) The current objective findings and results of diagnostic studies;

(D) The diagnosis and assessment of the patient's condition;

(E) A management and care plan, including the recommendations, intended goals, prognosis, modifications to the plan, and the procedures provided;

(F) Evidence that the patient was informed of any material risk relative to a proposed treatment/procedure and consented to receive this treatment/procedure.

(G) Radiographs shall include the patient's first name, last name, date of birth, date of study, and location of study. It is preferable to embed this information in the radiograph.

(b) Records Retention.

(i) Licensees shall not withhold records or diagnostic studies if a patient owes an outstanding balance.

(ii) Patient records and diagnostic studies shall be:

(A) Maintained for a minimum of seven (7) years from the date of the last patient clinical encounter;

(B) Maintained in a physically secure and confidential manner; and

(C) Accessible to the patient and treating doctor within a reasonable period.

(c) Violation of any provision above shall be considered “unprofessional conduct” within the meaning of Chapter 7 and shall constitute grounds for disciplinary action by the Board.

**Section 5. Advertising.** Licensees shall not advertise in any manner that is deceptive to the public. Advertisements include, but are not limited to, the use of social media.

**Section 6. Prepaid Care Plans.**

(a) Any arrangement or agreement between a licensee and a patient for a course of future treatment for which funds in an amount of five hundred dollars (\$500.00) or more during any twelve (12) month period are collected in advance of these services shall be considered a prepaid care plan within the meaning of this section. Services under a prepaid care plan may cost less than if the services were purchased individually. The reduction in cost must bear a reasonable relationship to the expense avoided by the provider due to reduced accounting and debt collection activities. The prepaid care plan may provide for either an annual or monthly fee out of pocket. A licensee who offers such a plan is subject to the following requirements:

(i) Escrow account. A designated escrow account insured by the Federal Deposit Insurance Corporation, state bank, or credit union shall be established for deposit of all funds received in connection with the prepaid care plan. Such funds may not be commingled with a licensee’s personal or business account.

(A) All instruments, including checks and deposit slips, must bear the phrase “Escrow Account.”

(B) The licensee shall maintain a clear accounting of all funds received, including date and from whom the funds were received.

(C) The licensee shall maintain a clear accounting of all disbursements

including the dates and to whom the disbursements were made, and to which patient the disbursements are to be applied or accounted for.

(D) No more than one escrow account is required regardless of the number of prepaid plans maintained by the licensee.

(E) Funds may only be transferred out of the escrow account for the following reasons:

(I) After services, goods, or appliances have been provided to the patient, and only in the usual and customary amounts specifically related to the services, goods, or appliances provided;

(II) To reimburse the patient any amounts owed following a notice by either the patient or the licensee to terminate the prepaid plan. Any amounts must be transferred according to the written agreement; or

(F) The licensee shall cause a reconciliation of the escrow account to be made no less than quarterly, with a copy provided to the patient, and shall retain a copy of the reconciliations and all supporting documents for no less than seven (7) years.

(ii) Written plan. All prepaid care plans require a written plan, signed by both the licensee and the patient, with a copy maintained in the patient's record and a copy provided to the patient, and must include at least the following:

(A) A list of all services, goods, and appliances which are covered by the plan.

(B) A list of all fees related to the services described in the plan.

(C) A statement that an accounting can be requested by the patient at any time. This accounting must:

(I) Be provided to the patient within five (5) working days of a written or verbal request; and

(II) Itemize all fees used to calculate any reimbursement.

(D) An explanation of the reimbursement policies and formula that are used in returning unused funds to the patient in the event of early termination by either the chiropractor or the patient. The patient has the right to terminate the prepaid care plan at any time without financial penalty.

(E) An explanation of any policy modifying the plan in the event of an injury, such as an auto injury or work-related injury or in the event of extended absence or new illness. These explanations must be separately initialed by the patient.

(F) A provision that the patient will be notified in writing when the patient's account reaches a zero balance.

(G) A statement that indicates the licensee makes no claim or representation that a particular treatment, procedure, or service, or any combination of treatments, procedures, or services, is guaranteed to result in a particular clinical outcome.

(H) A statement that the patient has the right to cancel the prepaid care plan without penalty within three (3) business days of entering into the plan by submitting a written and signed cancellation notice, and upon the licensee's receipt of the cancellation notice, the licensee shall have seven (7) working days to fully refund any unused funds to the patient. This right of cancellation may not be waived or otherwise surrendered.

(iii) Early termination. The patient has the right to terminate the prepaid care plan at any time without financial penalty. The licensee may terminate the prepaid plan at any time, for good and sufficient cause, except the licensee must ensure that patient abandonment does not occur. In the event care is terminated, the patient's remaining funds shall be reimbursed to the patient in full.

(iv) Prepaid care plans must be compliant with all applicable state and federal laws.

(v) When providing care as a part of a prepaid plan a licensee shall provide competent, necessary care in a timely and professional manner. All care recommended and rendered must be clinically justified and appropriately documented.

(vi) A prepaid care plan is not health insurance and does not meet the Affordable Care Act "individual mandate" requirements for health insurance coverage.

(vii) The regulations in this section do not release a licensee from any contractual obligations that the licensee has with an insurer or other entity. A licensee who has contracted with an insurance carrier shall adhere to the terms of their provider contract in regard to the collection of copayments, co-insurances, and applied deductibles. A licensee may not bill a reimbursement entity or a patient for any amount exceeding what is earned and distributed to the licensee.

(b) Failure to abide with the requirements of this section shall be considered "unprofessional conduct" within the meaning of Chapter 7 and shall constitute grounds for disciplinary action by the Board.