

REQUEST FOR TECHNICAL CHANGE

AGENCY: State Board of Chiropractic Examiners

RULE CITATION: 21 NCAC 10 .0305

DEADLINE FOR RECEIPT: Thursday, March 9, 2017

PLEASE NOTE: This request when viewed on computer extends several pages. Please be sure you have reached the end of the document.

The Rules Review Commission staff has completed its review of this rule prior to the Commission's next meeting. The Commission has not yet reviewed this rule and therefore there has not been a determination as to whether the rule will be approved. You may call this office to inquire concerning the staff recommendation.

In reviewing these rules, the staff determined that the following technical changes need to be made. Approval of any rule is contingent upon making technical changes as set forth in G.S. 150B-21.10.

Lines 8, 9, 15, 31; and page 2, lines 1, 3, and 6, should the term be "physician" or "chiropractic physician"? The statutory term is "chiropractic physician" but the term "physician" is used frequently in other rules. This suggestion is merely for the use of a consistent, statutorily defined term.

Lines 12 thru 13, consider uncapitalizing the terms referenced from the statute, as the terms are not capitalized in the statute

Line 25, replace the period after "treatment" with a semicolon

Line 27, add an "and" or "or" at the end of the line

Line 33, add a comma after "appliances"

Page 2, line 9, change the year from "2016" to "2017"

Please retype the rule accordingly and resubmit it to our office at 1711 New Hope Church Road, Raleigh, North Carolina 27609.

Abigail M. Hammond
Commission Counsel

Date submitted to agency: Wednesday, February 22, 2017

21 NCAC 10 .0305 is adopted with changes as published in 31:05 NCR 388-90 as follows:

21 NCAC 10 .0305 PREPAID TREATMENT PLANS

(a) Prepaid Treatment Plan Defined. A “prepaid treatment plan” is ~~any contractual agreement between a patient and a chiropractic physician under which the patient pays to the physician a lump sum in advance for health care services that are to be performed by the physician or the physician’s staff in the future and that are not covered by insurance.~~ a contract between a patient and a chiropractic physician under which the patient, instead of paying for services as they are delivered, agrees in advance to pay a pre-determined total amount to the physician for a series of specified treatments and services to be performed by the physician or the physician’s staff in the future and that are not covered by insurance. The patient’s financial obligation may be payable in a lump sum or in periodic installments.

(b) Non-Conforming Plans Unlawful. A chiropractic physician who offers to a patient a prepaid treatment plan that does not conform to this Rule shall be subject to disciplinary action pursuant to G.S. 90-154(b)(9), Committing or Attempting to Commit Fraud, Deception or Misrepresentation.

(c) Required Contractual Provisions. A prepaid treatment plan shall be in writing and signed by the patient. The physician shall provide an accurate and complete copy of the plan document to the patient. In addition to any permissive provisions not in conflict with this Rule, the plan document shall contain the following mandatory provisions:

- (1) The duration of the plan, measured either by number of office visits or calendar days;
- (2) The therapeutic objectives of the plan, based on a physical examination and assessment of the patient performed by the physician prior to the plan’s start date;
- (3) The patient’s cost to purchase the plan;
- (4) A description of the services and products that are included within the plan and for which there will be no additional charges;
- (5) A disclaimer, in bold-faced type, that the patient could incur additional charges if services and products not included within the plan are delivered to the patient during the course of treatment.
- (6) A description of the physician’s office policy regarding charges for cancelled office visits and office visits not kept;
- (7) A declaration of the patient’s right to terminate the plan early and receive a refund in conformity with Paragraphs (d) and (e) of this Rule.

(d) Refund Calculation. The patient shall have the right to terminate a prepaid treatment plan at any point prior to the stated expiration without incurring any financial penalty. The physician may charge the patient the full amount for dispensed products that cannot be re-stocked, including opened nutritional supplements and used cervical pillows, orthotic and neurological appliances and similar durable medical equipment. In all other respects, the amount of the refund payable to the patient shall be calculated strictly pro-rata, based on the measure of duration recited in the plan document (office visits or calendar days). No other method of refund calculation shall be permitted, and any provision in the plan that specifies another method of calculation shall be void.

1 (e) Notice of Plan Termination; Prompt Refund. The physician may require that a patient give notice of plan
2 termination by delivery of a paper writing dated and signed by the patient or a person authorized to sign in the patient's
3 behalf. The physician shall not impose any other procedural impediments to obtaining a refund. The physician shall
4 issue the appropriate pro-rata refund within ten business days after receiving notice of plan termination.

5 (f) Administrative Fees. The physician shall not collect from a patient any fees for administering a plan other than
6 pass-through fees for which the physician is liable, such as credit card processing fees.

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8 *History Note: Authority G.S. 90-142; 90-154.*

9 *Eff. February 1, 2016.*