June 16, 2011

Vance C Kinlaw

101 S. Elm Street, Suite 215

Greensboro, NC 27401

Re: 21 NCAC 10 .0211

Dear Mr. Kinlaw:

At its June 16, 2011 meeting the Rules Review Commission objected to the above-captioned rule in accordance with G.S. 150B-21.10.

The Commission objected to this rule based on lack of statutory authority. There is no authority cited for the provision in (b) requiring that the contract be in writing and for possibly not being clear enough that there is no requirement that the contract be submitted to the board for prior approval. It is also not clear under what circumstances the board would seek to review the contract.

There is also no authority for the provisions in (d)(1) and (2) which appear to control or restrict how a licensee may choose to divide the proceeds he receives as a result of exercising his professional control over his practice. The Commission also expressed concern about the provisions in (d)(4), (5) and (6) prohibiting “indirect” control or requirements in that any control over business management aspects of the practice – no matter how remote – could be perceived as exercising control over the practice of chiropractic.

Please respond to this letter in accordance with the provisions of G.S. 150B-21.12. If you have any questions regarding the Commission’s action, please let me know.

Sincerely,

Joseph J. DeLuca, Jr.

Commission Counsel

JJD:jbe