

Professional Standards Adopted by the Utah Chiropractic Physicians Association

Last Revised and passed by UCPA Board of Directors June 13th, 2014

1. A copy of every patient record, including x-rays, in the custody of a physician should be available to the patient, or his designated representative, upon submission of a written authorization and request for a copy of such records, dated and signed by the patient, at reasonable times and upon reasonable notice, and payment of reasonable costs. If the physician's records are in short hand or coded, it is recommended that he/she prepare a written summary to give a clear, understandable account. Records shall not be withheld because of unpaid bills for services rendered.
2. Original records, including X-Rays, are the possession of the Chiropractic Physician and should not be released.
3. "Patient Records" does not include a doctor's personal notes, but should include information from all formal chart notes.
4. "Patient Records" should not be released upon a written authorization/ request not dated and/or dated over 90 days old.
5. "Patient Records" does not include records requested from another physician's office and/or another medical facility. Such records should be obtained by the patient or his/her designated representative, directly from the other physicians and/ or other medical facilities, unless such records are for reports for second opinions, consultation and/or testing requested by the Chiropractic Physician.
6. "Patient Records" shall not be released to any third parties not expressly indicated in the authorization and request for records.
7. "Patient Records" shall be kept and maintained in a manner consistent with all applicable laws, regulations and rules.
8. It shall be deemed unprofessional conduct for a physician to solely rely upon the "Patient Records" of another physician to determine medical necessity.
9. Requests for patient records shall be honored to the best of the physician's ability.
10. Medical necessity (a.k.a. chiropractic necessity and/or therapeutic necessity) Exists in the presence of impairment (illness/injury) evidenced by the recognized signs and/or symptoms, and likely to respond favorably to the treatment/care planned.
11. Manipulative Therapy CPT codes (CMT codes 98940-98943) contain no physical therapy components (CPT Codes 97010-97546).
12. Chiropractic Manipulative Therapy CPT codes (CMT 98940-98943) are a separate and distinct procedure from New Patient CPT codes 99201-99205.

13. For billing purposes, when appropriate, the Chiropractic Manipulative Therapy CPT Codes 98941-98942 may be interchanged with established patient codes 99212-99213.
14. It is unprofessional conduct for a Chiropractic Physician to share professional fees with an unlicensed person or paying any person for sending or referring a patient.
15. It is unprofessional conduct for a Chiropractic Physician to **not** include their professional credentials "Chiropractic Physician" in any letterhead, office signs, or advertising, including blind advertising. (Blind advertising is one that fails to include the name of the Chiropractic Physician, address, and/or Clinic doing the advertising).
16. It is unprofessional conduct for a Chiropractic Physician to make an unsubstantiated claim of superiority in the performance of professional services, when the Chiropractic Physician has not successfully completed the education specified for a specialty certification.
17. The Utah Chiropractic Physicians Association recognizes that for administrative and practice reasons, members of the Chiropractic Profession in Utah may wish to offer medical retainer agreements to afford patients the opportunity to pay for treatment in advance. In order to provide care under a medical retainer agreement, the following shall be complied with:
18. There shall be a written medical retainer agreement signed by the patient, which shall be consistent with Utah statute 31A-4-106.5. In addition to the requirements of 31A-4-106.5, the following shall also be included in the medical retainer agreement signed by the patient:
 - a) A copy of the office fee schedule.
 - b) A refund policy detailing the terms of all refunds including whether the fees would revert to a pre-discounted office fee schedule or whether the patient would be entitled to the discounted price for the services provided.
 - c) A provision outlining that all refunds will be made within 30 days.
 - d) The patient shall acknowledge that they have read, understand and have received a copy of said written and signed policy.
 - e) The Chiropractic Physician shall establish a trust account in which to hold and secure patient funds tendered in advance for anticipated or scheduled services. The Chiropractic Physician shall not draw from the trust account any money unless the services described in the agreement have been rendered.
 - f) Medical retainer agreements that are less than \$4,000.00 are exempt from trust accounts.
 - g) Failure to comply with the medical retainer agreement guidelines will be considered to be unprofessional conduct.
19. Only a physician may interpret or make recommendations when any non-physician collects information such as through examination procedures, x-rays, Electro-dermal machines or other means.