

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

In The Matter Of
The Complaint Against

J. BAILEY BLAND, D.C.,
Respondent

NORTH CAROLINA BOARD
OF
CHIROPRACTIC EXAMINERS

DECISION

THIS MATTER coming on before the full Board of Examiners at its regular meeting held February 1, 1990 in New Hanover County; and after due consideration of the evidence presented and the arguments of counsel, the Board, upon the respondent's waiver of written findings of fact and conclusions of law, enters the following:

FINAL AGENCY DECISION

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The respondent, J. Bailey Bland, is guilty of rendering unacceptable care in that on or about November 9, 1987, he took four x-ray films of his patient, JANE DUNCAN, which, due to various technical defects, were of little or no diagnostic value and therefore did not conform to the usual and customary methods as taught in recognized chiropractic colleges for diagnostic radiology.
2. The respondent, J. Bailey Bland, is placed on probation for one year upon the following terms and conditions:
 - a. Within thirty days after service of this Decision, the respondent shall obtain from an expert x-ray technician whose credentials have been approved in advance by the Board written certification that said technician has personally inspected the respondent's x-ray equipment, repaired or replaced any defective component and placed said equipment in optimal working order. The cost of such inspection, repair or replacement shall be paid by the respondent, and he shall forward the technicians letter of certification to the Board.
 - b. The respondent shall take and satisfactorily complete the 50-hour basic x-ray technique course offered at Guilford Technical Community College, Jamestown, North Carolina, under the auspices of the North Carolina Association of Chiropractic Assistants and commencing March 3, 1990.

- c. The respondent shall make available for inspection by the Board's representative, upon demand and without prior notice, any and all x-rays made by him or under his supervision during the term of probation.
3. In the event the respondent, J. Bailey Bland, fails to adhere to the terms and conditions of probation imposed herein, the Board shall take emergency action to suspend the respondent's license prior to hearing pursuant to G.S. 150B-3(c).

This the _____ day of February, 1990.

Robert Vaughn, D.C., President
N.C. Board of Chiropractic Examiners

NORTH CAROLINA
NEW HANOVER COUNTY

NORTH CAROLINA BOARD
OF
CHIROPRACTIC EXAMINERS

IN THE MATTER OF:
J. BAILEY BLAND, D.C.,
Respondent.

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DECISION

THIS MATTER coming on to be heard before the Board of Examiners at its regular meeting on January 19, 1989, in Wrightsville Beach, North Carolina; and after due consideration of the evidence of record and the arguments of counsel, the Board makes the following:

FINDINGS OF FACT

1. All Board members were present and participated in the decision rendered herein, except that Dr. Trull, the Secretary, did not vote due to his prior participation in the probable cause hearing.
2. The respondent, J. Bailey Bland, D.C., is a duly-licensed chiropractor in the State of North Carolina and maintains an office and clinic in Wilmington, New Hanover County, North Carolina.
3. This matter came before the Board upon a complaint filed on March 25, 1988 by Dr. Darrell Trull, then Secretary of the Board, said complaint alleging that the respondent reduced or discounted insurance payments to his patient, Lionel DeVega, in violation of G.S. 90-154(b)(12).

4. The respondent was served with notice of the hearing by certified letter dated December 29, 1988, to which a copy of the complaint was attached.
5. The respondent was present at the hearing, and having previously been informed in writing of his right to be represented by an attorney, elected to proceed without the assistance of counsel.
6. D. Lionel DeVega is a citizen and resident of New Hanover County, North Carolina. At all times pertinent to the complaint, he was employed on a full-time basis by E.I. Dupont & Company and on a part-time basis as an instructor at Gold's Gym in Wilmington.
7. Mr. DeVega's first contact with Dr. Bland occurred in the summer of 1985 at a shopping mall where Dr. Bland was performing spinal screenings to publicize his clinic. Mr. DeVega invited Dr. Bland to make a presentation at Gold's Gym on the subject of treating athletic injuries.
8. Dr. Bland subsequently gave two seminars to the staff of Gold's Gym on how to recognize injuries suffered by gym patrons which might be helped by chiropractic.
9. As an instructor at Gold's Gym, Mr. DeVega was in a position to refer injured gym patrons to Dr. Bland.

10. As a full-time Dupont employee, Mr. DeVega was insured by Aetna Life & Casualty Company under a group accident and health policy maintained by Dupont.
11. On the day of one of his seminars, Dr. Bland stated to Mr. DeVega that Dupont's group insurance would pay all his expenses if he sought treatment at the Bland Clinic.
12. Dr. Bland told his receptionist, Kimbra Chappel, that anyone who came in from Gold's Gym would have to pay only what his insurance paid and not deductibles or co-payments.
13. On April 9, 1986, several months after Dr. Bland's seminars at the gym, Mr. DeVega presented himself as a new patient at the Bland Clinic. Dr. Bland began treating Mr. DeVega for various symptoms purportedly arising from a weight lifting accident which occurred sometime in 1985. On November 14, 1986, Mr. DeVega discharged himself, feeling "fine" i.e., fully recovered.
14. At no time during Mr. DeVega's eight-month period of treatment did Dr. Bland or his staff ask Mr. DeVega to make any payments whatsoever on his account.
15. At no time during the eight-month period of treatment did Dr. Bland or his staff inform Mr. DeVega of the existence of any unpaid balance accruing on his account.

16. During his entire course of treatment, Mr. DeVega was continuously under the impression that the need for him to pay any deductibles imposed by his insurance coverage had been eliminated.
17. From April 1986 to November 1986, Dr. Bland submitted a total of eleven separate health insurance claim forms to Mr. DeVega's insurer. Nine of the eleven forms were submitted after May 7, 1986. The first payment was received on June 3, 1986.
18. Between April 23, 1986 and May 7, 1986, Dr. Bland issued a series of credits to Mr. DeVega's account totalling \$70.23. Each of these credits was identified as an "Uncollectible Ins. Amount - Write off" notwithstanding that the first insurance payment had not yet been received and the majority of claim forms, not yet submitted.
19. During Mr. DeVega's course of treatment, a typical office visit consisted of manipulation, hot pack and diathermy. Dr. Bland initially itemized these modalities in his submissions to Aetna. However, in subsequent submissions he described his services as "extended office visits," having learned that Aetna would not pay for physical therapy but would pay for extended office visits.

20. During Mr. DeVega's course of treatment, the charge for an extended office visit varied from \$28.00 to \$70.00. Dr. Bland was unable to offer any explanation for the fluctuation in the amount charged for this service.

CONCLUSIONS OF LAW

1. The Board has jurisdiction of subject matter and of the person of the respondent. The respondent was given notice of the proceedings as required by Chapter 150B of the General Statutes, and this complaint is properly before the Board for adjudication.
2. G.S. 90-154(b)(12) prohibits a doctor of chiropractic from reducing or offering to reduce, rebating or offering to rebate, discounting or offering to discount to an insured any payment by the insured's third-party payor to the doctor for services rendered under the insured's policy.
3. A doctor's issuance of credits totalling \$70.32 to his patient's account, said credits supposedly representing "uncollectible insurance amounts," prior to the submission of the majority of claim forms to the insurer and prior to the receipt of the first insurance payment constitutes an offer or attempt to reduce, rebate or otherwise discount insurance payments to the insured, in violation of G.S. 90-154(b)(12).

4. G.S. 90-154(b)(10) prohibits a doctor of chiropractic from offering to accept whatever sum he receives from his patient's insurer as payment in full if by so offering he gives the impression of eliminating the need for the patient to pay his policy's deductible.
5. Stating to a prospective patient that all his cost of treatment would be paid by his insurer and thereafter making no attempt during an eight-month period of treatment to collect any co-payment or deductible from the patient constitutes an offer to accept the insurer's payment as payment in full which gives the impression of eliminating the need for the patient to pay his deductible, in violation of G.S. 90-154(b)(10).
6. G.S. 90-154(b)(9) prohibits a doctor of chiropractic from engaging in fraudulent conduct in connection with the charging for chiropractic services.
7. In preparing claim forms, willfully altering the description of services rendered by substituting ambiguous phrases such as "extended office visit" for a listing of specific therapies performed, when done to induce an insurer to pay for treatment which would not otherwise be compensable under the policy, constitutes fraudulent conduct in the charging for chiropractic services, in violation of G.S. 90-154(b)(9).

Based on the foregoing Findings of Fact and Conclusions of Law, the North Carolina Board of Chiropractic Examiners enters the following:

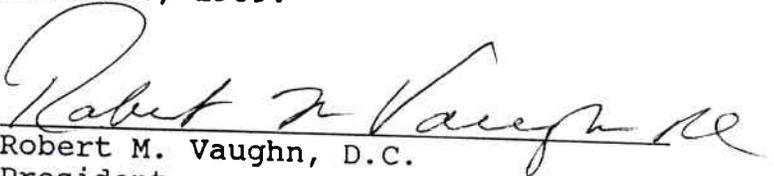
FINAL AGENCY DECISION

IT IS ADJUDGED that upon his plea of not guilty, J. Bailey Bland is found guilty of violating G.S. 90-154(b)(12) by issuing credits to his patient, Lionel DeVega, for "uncollectible insurance amounts" prior to the receipt of any insurance payments.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The license of J. Bailey Bland to practice Chiropractic in the State of North Carolina be and is hereby suspended for a term of fifteen (15) consecutive days. Said suspension shall commence within thirty days after the issuance of this order.
2. At the expiration of the term of suspension, Dr. Bland shall be placed on probationary status for a period of two years, during which time he shall report to the Board as directed concerning the accuracy and completeness of insurance claim forms submitted by his clinic.

This is the 14th day of November, 1989.


Robert M. Vaughn, D.C.
President

Attest:


John T. Tierney, D.C.
Secretary