

BEFORE THE
OREGON BOARD OF CHIROPRACTIC EXAMINERS
STATE OF OREGON

3 In the Matter of the License to Practice)
4 as a Chiropractic Physician of)

5 RONALD CLIBBORN, D.C.)

STIPULATED
FINAL ORDER

6 Pursuant to ORS 684.100, the above-entitled matter came
7 before the Oregon Board of Chiropractic Examiners (OBCE) on the
8 complaint of

9 Pursuant to ORS 183.415(5), in order to informally dispose
10 of and settle this matter, Ronald Clibborn, D.C. (Clibborn), and
11 the OBCE by and through its Executive Director, Christie Joachim,
12 make the following statements:

13 1.

Clibborn admits and stipulates that he has been advised of
15 his right to request a hearing in this matter pursuant to ORS
16 183.415(2)(a) and to be represented at a hearing pursuant to
17 ORS 183.415(3).

18 2.

19 Having timely requested a contested case hearing, Clibborn
20 hereby waives such hearing and enters into this Stipulated Final
21 Order based upon the terms set forth below.

22 3.

23 The OBCE and Clibborn stipulate to the following:

24 (a) Clibborn is a chiropractic physician licensed by the
25 Board under Chapter 684 of the Oregon Revised Statutes.

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1 (b) Clibborn diagnosed with a thoraco-
2 cervical strain with associated cephalgia. Clibborn treated these
3 conditions for ten months. Over that ten-month period,
4 received 77 different treatments with an assortment of different
5 modalities. Based on Clibborn's diagnosis of , the
6 Practice and Utilization Guidelines recommends a treatment period
7 of 0-12 weeks. Clibborn's treatment of is well in
8 excess of the guidelines.

9 (c) Clibborn's chart notes on did not support
10 the frequency of treatment nor adequately report the progress of
11 the patient. Clibborn's records on contain no
12 specific "Reassessments" or "Re-examinations" to properly document
13 the patient's condition. Clibborn contends that he reexamined
14 once on March 19, 1992. Reassessment and re-
15 examination by the treating physician must occur in order to
16 support continued treatment.

17 (d) Clibborn's chart notes with regard to
18 treatment and diagnosis are substandard under the Practice and
19 Utilization Guidelines, Chapter III, Part II. The following major
20 components are minimum requirements for chart notes, but were
21 missing from Clibborn's notes:

- 22 i. Subjective complaints - The patients' complaints should
23 have been recorded at each visit (in the patients' own
24 words when possible) indicating improvement, worsening,
25 or no change.
- 26 ii. Objection findings - Changes in the clinical signs of a
condition should be noted at each visit in the doctor's
own words.

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2 iii. Assessment or diagnosis - Although it is not necessary
3 to update this category at each visit, periodic
4 clinical evaluations should be performed and these
5 results included in the daily entries, along with
6 alterations in the diagnosis.

7 iv. Plan of management - A provisional plan of management
8 should have been recorded initially and further entries
9 should have been made as this plan was modified, and/or
10 as the patient entered a new phase of treatment.
11 Changes in modality should have been noted.

12 (e) Clibborn also treated

13 wife. Although the were similarly diagnosed, there was a
14 marked disparity between as to the length
15 of treatment, individual visit costs, and total costs of the care
16 provided to each of the different patients.

17 treatment was covered by insurance. treatment was

18 not. The disparities were:

19 i. received 77 treatments.
20 received eight treatments.

21 ii. The average cost per treatment for was
22 \$71. The average cost per treatment for was
23 \$22.

24 iii. The total cost of care for was \$5,532.
25 The total cost of care for was \$184.

26 (f) Clibborn charged who was a cash-pay
27 patient, a different fee for "manipulation, one area" (\$22.00)
28 compared to "manipulation, one area" (\$30.00) for an
29 insurance reimbursed case. Clibborn did not make written notes in
30 either file to explain the difference in charges. Clibborn contends
31 that it was his practice not to charge for all of his services when
32 patients showed financial need.

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1 4.

2 The conduct described above is unprofessional conduct in that
3 it represents practices which constitute danger to the health and
4 safety of patients and the public in violation of ORS 684.100(1)(g)
5 and the Practice and Utilization Guidelines. Specifically, Clibborn
6 over-utilized treatment with provided substandard and
7 inadequate chart-notes for and failed to
8 document discounts or "non-charges" in the treatment of

9 5.

10 The OBCE and Clibborn stipulate and agree that this disci-
11 plinary action may be concluded by the entry of this Stipulated
12 Final Order on the following terms:

13 (a) Clibborn hereby admits the above described violations.

14 (b) Clibborn's license to practice chiropractic in the
15 state of Oregon is suspended for 30 days, beginning
16 *March 23* ~~April 1~~, 1996. During the 30-day suspension, Clibborn
17 may not practice chiropractic, including advising other
18 health-care providers regarding the treatment of
19 patients, discussing health issues with patients or
20 being on the premises of his clinic during business
21 hours.

22 (c) Clibborn agrees to pay a \$1,500 civil penalty for the
23 above violations, to be paid under the following terms.

24 (d) Clibborn shall pay the Board \$200 per month for eight
25 months, beginning April 1, 1996, until the \$1,500 plus
26 interest at 10 percent per annum is paid in full.
Payment shall be made by check made payable to the
Oregon Board of Chiropractic Examiners, mailed or
delivered to the First Floor, Suite 150, 3218 Pringle
Road SE, Salem, OR 97302-6311. Each monthly payment
shall be due on the fifth of each month and shall be
timely if postmarked by the first of the month or
received by the fifth of the month.


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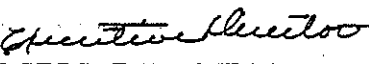
- (e) The Board, may at its sole option, declare Clibborn to be in default of this agreement and accelerate all amounts due under this agreement if Clibborn fails to make a timely payment and does not cure such failure within ten days of written demand, or if Clibborn fails a total of three times to make timely payments notwithstanding any attempt at cure.
- (f) So long as Clibborn is not in default of this agreement, the Board shall not institute collection proceedings, exercise its right of setoff or otherwise attempt to collect the amounts due under this Stipulated Final Order.
- (g) In the event Clibborn is rightly declared to be in default of this agreement, interest shall accrue at 10 percent per annum, from the date of default, on any unpaid principal.
- (h) Upon satisfaction of Clibborn's obligations under this agreement, the Board will provide on request, a satisfaction of judgment or such other document as is appropriate to acknowledge that Clibborn has satisfied his obligation to pay a civil penalty under the Board's Order.

7.

If the OBCE finds, after a contested case hearing, that Clibborn has intentionally violated any of the terms of this Stipulation, that violation shall constitute grounds for revocation and Clibborn's license may be immediately revoked.

IT IS SO STIPULATED.

Original signature on file
at the OBCE office.  3-18-96
DR. RONALD CLIBBORN, D.C. DATE

Original signature on file
at the OBCE office.  3-21-96
CHRISTIE JOACHIM, CHAIR ~~CHAIR~~ DIRECTOR DATE
OREGON BOARD OF CHIROPRACTIC EXAMINERS

JKS:jks:ros/JGG0D512

