TABLES & GRAPHICS

Graphic images included in rules are published separately in this tables and graphics section. Graphic images are arranged in this section in the following order: Title Number, Part Number, Chapter Number and Section Number.

Graphic images are indicated in the text of the emergency, proposed, and adopted rules by the following tag: the word "Figure" followed by the TAC citation, rule number, and the appropriate subsection, paragraph, subparagraph, and so on.

Figure: 16 TAC 401.160(h)

TEXAS LOTTERY COMMISSION RETAILER REGULATORY VIOLATIONS AND RELATED PENALTIES				
No.	**DESCRIPTION OF VIOLATION**	**1st OCCURRENCE**	**2nd OCCURRENCE**	**3rd OCCURRENCE**
	1st Tier Violations			
1.	Licensee engages in telecommunication or printed advertising that the director determines to have been false, deceptive or misleading.	Warning Letter (Notification in writing to the licensee of the detected violation, including a warning that future violations will result in more severe administrative penalties including Suspension and/or revocation of the license.)	10-90 day Suspension	30-90 day Suspension to Revocation
2.	Licensee conditions redemption of a lottery prize upon the purchase of any other item or service.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation
3.	Licensee imposes a restriction upon the redemption of a lottery prize not specifically authorized by the director.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation
4.	Licensee fails to follow instructions and procedures for the conduct of any lottery game, lottery special event or promotion.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation

5.	Licensee and/or its employee(s) exhibit discourteous treatment including, but not limited to, abusive language toward customers, commission employees or commission vendors.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation
6.	Licensee fails to establish or maintain reasonable security precautions regarding the handling of lottery tickets and other materials.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation
7.	Licensee fails to deface a validated ticket.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation
8.	Licensee sells a draw game ticket for a draw that has already taken place.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation
9.	Licensee fails to follow validation procedures, including, but not limited to, paying a claim without validating the ticket, failing to pay a valid prize after validating a customer's winning ticket, or retaining a customer's winning ticket that has not been validated.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation
10.	Licensee violates any directive or instruction issued by the director of Lottery Operations.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation
11.	Licensee violates any express term or condition of its license not specifically set forth in this subchapter.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation
12.	Licensee sells a scratch ticket from a game that has closed after the date designated for the end of the game.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation
13.	Licensee refuses to refund or properly cancel a Pick 3 or Daily 4 ticket.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation

14.	Licensee fails to return an exchange ticket to a prize claimant claiming a prize on a multi-draw ticket if an exchange ticket is produced by the licensee's terminal.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation
15.	Licensee fails to keep accurate and complete records of all tickets that have not been sold from confirmed, active, and settled packs.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation
16.	Licensee fails to meet any requirement under §401.368, Lottery Ticket Vending Machines rule, if the licensee has been supplied with a self-service lottery ticket vending machine by the commission.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation
17.	Licensee fails to take readily achievable measures within the allowed time period to comply with the barrier removal requirements regarding the ADA.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation
18.	Licensee fails to prominently post license.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation
19.	Licensee sells tickets that were assigned to another licensed location.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation
20.	Licensee knowingly sells a ticket or pays a lottery prize to another person who is: (A) an officer or an employee of the commission; (B) an officer, member, or employee of a lottery operator; (C) an officer, member, or employee of a contractor or subcontractor that is excluded by the terms of its contract from playing lottery games; (D) the spouse, child, brother, sister, or parent of a person described by (A), (B), or (C) above who resides within the same household as that person.	Warning Letter	10-90 day Suspension	30-90 day Suspension to Revocation

2nd Tier Violations				
21.	Licensee endangers the security and/or integrity of the lottery games operated by the commission.	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation
22.	Licensee intentionally or knowingly sells a ticket at a price the licensee knows is greater than the price set by the executive director.	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation
23.	Licensee charges a fee for lottery ticket purchases using a debit card and/or requires a minimum dollar amount for debit card purchases of only lottery tickets.	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation
24.	Licensee sells tickets at a location that is not licensed.	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation
25.	Licensee intentionally or knowingly sells a ticket by extending credit or lends money to enable a person to buy a ticket.	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation
[~~26.~~]	[~~Licensee intentionally or knowingly sells a ticket to a person that the licensee knows is younger than 18 years.~~]	[~~10-90 day Suspension to Revocation~~]	[~~10-90 day Suspension to Revocation~~]	[~~30-90 day Suspension to Revocation~~]
26. [~~27.~~]	Licensee intentionally or knowingly sells a ticket and accepts anything for payment not specifically allowed under the State Lottery Act.	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation
27. [~~28.~~]	Licensee sells tickets over the telephone or, via mail order sales, establishes or promotes a group purchase or pooling arrangement under which tickets are purchased on behalf of the group or pool and any prize is divided among the members of the group or pool, and the licensee intentionally or knowingly: (A) uses any part of the funds solicited or accepted for a purpose other than	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation

	purchasing tickets on behalf of the group or pool; or (B) retains a share of any prize awarded as compensation for establishing or promoting the group purchase or pooling arrangement.			
28. [~~29.~~]	Licensee intentionally or knowingly alters or forges a ticket.	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation
29. [~~30.~~]	Licensee intentionally or knowingly influences or attempts to influence the selection of a winner of a lottery game.	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation
30. [~~31.~~]	Licensee intentionally or knowingly claims a lottery prize or a share of a lottery prize by means of fraud, deceit, or misrepresentation; or aids or agrees to aid another person or persons to claim a lottery prize or a share of a lottery prize by means of fraud, deceit, or misrepresentation.	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation
31. [~~32.~~]	Licensee intentionally or knowingly tampers with, damages, defaces, or renders inoperable any vending machine, electronic computer terminal, or other mechanical device used in a lottery game, or fails to exercise due care in the treatment of commission property.	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation
32. [~~33.~~]	Licensee: (A) induces another person to assign or transfer a right to claim a prize; (B) initiates or accepts an offer to sell the right to claim a prize; (C) initiates or accepts an offer of compensation from another person to claim a lottery prize; or (D) purchases, for anything of value, a lottery ticket from a person who is not a licensed lottery retailer.	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation

33. [~~34.~~]	Licensee intentionally or knowingly makes a statement or entry that the person knows to be false or misleading on a required report.	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation
34. [~~35.~~]	Licensee fails to maintain or make an entry the licensee knows is required to be maintained or made for a required report.	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation
35. [~~36.~~]	Licensee knowingly refuses to permit the director of the Lottery Operations Division, the executive director, commission, the lottery operator, the employees or agents of the lottery operator, or the state auditor to examine the agent's books, records, papers or other objects, or refuses to answer any question authorized under the State Lottery Act.	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation
36. [~~37.~~]	Licensee intentionally or knowingly makes a material and false or incorrect, or deceptive statement, written or oral, to a person conducting an investigation under the State Lottery Act or a commission rule.	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation
37. [~~38.~~]	Licensee commits an offense of conspiracy as defined in the State Lottery Act.	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation
38. [~~39.~~]	Licensee sells or offers for sale any interest in a lottery of another state or state government or an Indian tribe or tribal government, including an interest in an actual lottery ticket, receipt, contingent promise to pay, order to purchase, or other record of the interest.	10-90 day Suspension to Revocation	30-90 day Suspension to Revocation	Revocation
3rd Tier Violations				
39.	Licensee intentionally or knowingly sells or offers to sell a ticket to a person that the licensee knows is younger than 18 years.	Revocation	n/a	n/a

40.	Licensee incurs four (4) notices of nonsufficient fund transfers or non-transfer of funds within a 12-month period.	Revocation	n/a	n/a
41.	Licensee fails to pay the full amount of money owed to the commission after a nonsufficient funds transfer or non-transfer of funds to the commission's account.	Revocation	n/a	n/a

Figure: 22 TAC §163.11

DISCLOSURE AND CONSENT FORM
ABORTION AND RELATED PROCEDURES PERFORMED
ON AN UNEMANICPATED MINOR

This Form is available for downloading on the Texas Medical Board website at www.tmb.state.tx.us.

Unemancipated Minor is a patient who is under 18 years old, unmarried, and has not had the disabilities of minority removed by court order.

PATIENT NAME: _____ DATE OF BIRTH: _____ AGE: ___

NOTICE: When performing an abortion on an unemancipated minor a physician must obtain informed consent as required Chapter 33 of the Texas Family Code and Chapter 171 of the Texas Health and Safety Code.

This consent must be written consent obtained from one of the patient's parents, legal guardian, or managing conservator before we can perform an abortion on an unemancipated minor.

This consent is not required if the unemancipated minor has a court order waiving the parental consent requirement (a "judicial bypass order").

REQUIRED DISCLOSURES AND SPECIFIC CONSENT

The patient's parent, legal guardian, or managing conservator must initial each page only after the physician performing the abortion provides information and answers all questions about the procedure and consent. This Form must also be signed by a witness present during the disclosure and consent process.

This process should be done in the presence of the unemancipated minor to ensure full understanding of the procedure in addition to the individual consenting.

_____
Initials of parent, guardian, or conservator

DISCLOSURES

1. The physician performing the procedures is _____.

2. I have been told specifically:

    (1) the probable gestational age of the fetus;
    (2) the medical risks associated with carrying the child to term;

(3) medical assistance benefits may be available for prenatal care, childbirth, and neonatal care;
(4) the father is liable for assistance in the support of the child without regard to whether the father has offered to pay for the abortion;
(5) public and private agencies provide pregnancy prevention counseling and media referrals for obtaining pregnancy medications or devices, including emergency contraception for victims of rape or incest; and
(6) the woman has the right to review the printed materials provided by the Department of State Health Services.

3. The following list is not meant to scare the patient, but to give her and her parent, legal guardian, or managing conservator adequate information to be used in making their decisions to have the physician perform the particular procedures listed and the **Risks and Hazards** of the procedure.

The patient and consenting individual must initial the following blanks indicating their understanding of the information.

General Risks with any Surgical Procedure:

(A) Potential for infection.
(B) Blood clots in veins and lungs.
(C) Hemorrhage.
(D) Allergic reactions.
(E) Death.

_____ _____
Initials of Parent, Guardian, or Conservator — Patient Initials

Surgical Abortion Procedures:

_____Dilation and Curettage (D&C)

_____Dilation and Evacuation (D&E)

_____Manual Vacuum Aspiration

_____Machine Vacuum Aspiration

Risks with Surgical Abortion Procedures:
(A) Hemorrhage (heavy bleeding).
(B) A hole in the uterus (uterine perforation) or other damage to the uterus.
(C) Sterility.
(D) Injury to the bowel and/or bladder.

(E) A possible hysterectomy as a result of complication or injury during the procedure.
(F) Failure to remove all products of conception that may result in an additional procedure.

Medical Abortion Procedures:

_____Methotrexate

_____Misoprostol

Risks with Medical Abortion Procedures:
(A) Hemorrhage (heavy bleeding)
(B) Failure to remove all products of conception that may result in an additional procedure.
(C) Sterility.
(D) Possible continuation of pregnancy.

_____ _____
Initials of parent, guardian, or conservator Patient initials

Risks with any Abortion Procedure:

(A) Cramping of the uterus or pelvic pain.
(B) Infection of the female organs: uterus, tubes, and ovaries.
(C) Cervical laceration, incompetent cervix.
(D) Emergency treatment for any of the above-named complications.
(E) Other as written:
_____
_____

_____ _____
Initials of parent, guardian, or conservator Patient Initials

Specific Consent and Acknowledgement

Each line must be initialed by the patient and the individual consenting:

_____ _____ I understand that the physician listed above is going to perform an abortion on me, which will end my pregnancy and will result in the death of the fetus.

_____, _____ I am not being forced by anyone including the consenting individual to have this abortion and have the choice on whether to have this procedure.

_____, _____ I give my permission to this doctor and such other associates, technical assistants, and other health providers as the doctor thinks is needed to perform the abortion on me using the surgical and medical procedures checked above.

_____, _____ I understand that my physician may discover other or different conditions that require additional or different procedures than those planned.

_____, _____ I give my permission to my physician and such associates, technical assistants and other health care providers to perform such other procedures that are advisable in their professional judgment.

_____, _____ I □ **do** □ **do not give my permission for the use of blood** and blood products as deemed necessary.

_____, _____ I understand that my doctor cannot make any promise regarding the end results of the abortion or my care.

_____, _____ I understand that there are risks and hazards that could affect me if I have the surgical or medical procedures checked above.

_____, _____ I have been given an opportunity to ask questions about my condition, alternative forms of treatment, risk of nontreatment, the procedures to be used, and the risks and hazards involved.

_____, _____ I understand that information about abortion that is included in the law as the Woman's Right to Know Act has been made available to me as required by §171.001, *et seq.*, Texas Health and Safety Code, specifically the "Women's Right to Know Informational Brochure" and the "Women's Right to Know Resource Directory."

PATIENT ACKNOWLEDGEMENT: This Form has been fully explained to me. I have read it or have had it read to me, the blank spaces have been filled in, and I understand what it says.

_____
Printed Name of Patient

_____ _____
Signature of Patient Date

CONSENTING PARTY ATTESTATION:

I state and affirm that I am the patient's:

□ Father □ Mother □ Legal Guardian □ Managing Conservator

By my signature below, I give permission for _____ (print the name of the patient), who is an unemancipated female, to have the surgical or medical procedure set out above.

_____
Printed Name of Parent, Legal Guardian,
or Managing Conservator

_____ _____
Signature of Parent, Legal Guardian, Date
or Managing Conservator

Physician Declaration:

I and/or my assistant have explained the procedure and the contents of this Form to the patient and her parent, legal guardian, or managing conservator as required and have answered all questions. To the best of my knowledge, the patient and her parent, legal guardian, or managing conservator have been adequately informed and have consented to the above-described procedure.

_____ _____
Signature of Physician Date

Authentication of Parent, Legal Guardian, or Managing Conservator.

The signature of the parent, legal guardian, or managing conservator must be authenticated. This means that the parent, legal guardian, or managing conservator must sign this Form in front of

(1) a person who is a notary public; or

(2) a person, other than the physician or their assistant, who was present at the time the procedure and the contents of this Form were explained to the patient and her parent, legal guardian, or managing conservator.

The signing in front of a notary public can occur at any time and at any place prior to the procedure. The signed and initialed form with the notary statement then can be brought to the physician's office or clinic by the patient.

These signing requirements do not require the parent, legal guardian, or managing conservator to be present with the patient at the time of the actual procedure.

To be completed by the notary public who notarizes the signing by the parent, legal guardian, or managing conservator, above:

State of Texas §
§
County of _____ §

This instrument was acknowledged before me on the _____ day of _____, A.D., 20____by _____ (print name).

(SEAL)

_____
Notary Public, State of Texas
My commission expires: _____

To be completed by the individual who was present when the physician or their assistant explained the Form and its content the parent, legal guardian, or managing conservator, listed above:

Name: _____

Position: _____

I witnessed the physician, or their assistant fully explain this form and all its content to the parent, legal guardian, or managing conservator of the patient who signed this Form.

Signature: _____

Date: _____

Figure: 22 TAC §171.2(b)

COMPLEMENTARY AND ALTERNATIVE MEDICINE TREATMENT DISCLOSURE AND CONSENT FORM

This form is required to be completed prior to the initiation of therapy and maintained as part of the patient's medical record.

Treating Physician: _____

Patient Name: _____

This "Consent" includes detailed information about the treatment plan, anticipated laboratory and diagnostic testing, potential benefits, and possible risks of the complementary and alternative (CAM) treatment being offered.

You should take your time and carefully read through the Consent. Ask any questions you may have. When you are satisfied that your questions have been fully answered, you will be asked to sign the Consent, thereby giving your consent to receive the complementary and alternative (CAM) treatment being offered by the treating physician. At no time should you allow yourself to be pressured into agreeing to or receiving the CAM treatment. Once you give consent to receiving the CAM treatment, you may withdraw your consent at any time.

As the treating physician, I am required to go over this Consent in detail with you, and it must be kept as part of your patient record.

As the physician, I understand that I am required to keep an accurate and complete medical record, including my discussion with the patient whether off-label use or CAM is administered.

_____ _____

Physician signature Date

REQUIRED DISCLOSURE AND PATIENT ACKNOWELDGMENT:

The treating physician and patient shall go over each line and initial where indicated. "N/A" may be used where not applicable.

The condition(s) or diagnosis for which the CAM treatment(s) are being offered are:
(List all)

a. _____
b. _____
c. _____

d. _____

The CAM treatment(s) being offered for the above noted condition(s) or diagnosis are:
(List all and link to specific condition or diagnosis for each CAM treatment(s):

a. _____
b. _____
c. _____
d. _____

1. Assessment. (Initial each line or write "N/A" if not applicable)

_____ Description given to patient of conventional methods of diagnosis and non-conventional methods of diagnosis;

_____ An appropriate medical history and physician examination of the patient has been completed;

_____ The conventional medical treatment options have been discussed with the patient and referral input, if necessary;

_____ Any prior conventional medical treatments and the outcomes have been obtained (including whether conventional options have been refused by the patient);

_____ Assessment completed of whether the complementary health care therapy could interfere with any other recommended or ongoing treatment.

2. Disclosure - the following were discussed in detail and all questions answered. (Initial each line or write "N/A" if not applicable)

_____ The objectives, expected outcomes, or goals of the proposed treatment, such as functional improvement, pain relief, or expected psychosocial benefit;

_____ The risks and benefits of the proposed treatment;

_____ The extent the proposed treatment could interfere with any ongoing or recommended medical care;

_____ A description of the underlying therapeutic basis or mechanism of action of the proposed treatment purporting to have a reasonable potential for therapeutic gain that is written in a manner understandable to the patient;

_____ If applicable, whether a drug, supplement, or remedy employed in the treatment is:

_____ approved for human use by the U.S. Food and Drug Administration (FDA);

_____ exempt from FDA preapproval under the Dietary Supplement and Health Education Act (DSHEA); or

_____ a pharmaceutical compound not commercially available and is subject to clinical investigation standards.

_____ Documented treatment plan that is tailored for the individual needs of the patient and considers the patient's pertinent medical history, previous medical records, and physical examination, as well as the need for further testing, consultations, referrals, or the use of other treatment modalities;

_____The favorable risk/benefit compared to other treatments for the same condition;

_____ There is a reasonable expectation that the treatment will result in a favorable patient outcome, including preventive practices;

_____ The expectation that a greater benefit for the same condition will be achieved than what can be expected with no treatment; and

_____ The periodic review of the treatment will be made at reasonable intervals considering:

a. the patient's progress under the treatment prescribed, ordered or administered; and

b. any new information about etiology of the complaint in determining whether treatment objectives are being adequately met.

_____
(Patient's Name Printed)

_____
(Patient's Signature)

_____
Date

Figure: 22 TAC §176.2(c)(2)

TEXAS MEDICAL BOARD
HEALTH CARE LIABILITY CLAIMS REPORT

FILE ONE REPORT FOR EACH DEFENDANT LICENSEE

SUBMIT COMPLETED FORM TO: es.response@tmb.state.tx.us

PART I. COMPLETE FOR ANY COMPLAINT FILED IN A LAWSUIT. Attach a copy of the Complaint and Expert Report. If an Expert Report is not filed with the Court at the time the lawsuit is filed, the Expert Report shall be filed with the Board within 30 days after it is received.

1. Name of insurer:

   Address of insurer:

2. Defendant licensee:

   License number:

3. Plaintiff's name:

4. Patient Name (if different from plaintiff):

   Patient DOB:

5. Policy number:

6. Date claim reported to insurer/self-insured licensee:

7. Date of Incident:

8. State of incident:

   County of incident:

9. Cause No.:

   Court:

   County of Suit:

10. Initial reserve amount after investigation: $

    (If a reserve is not determined within 30 days, report this data within 30 days after determination.)

Person completing this report:

Phone number:

Date:

PART II. COMPLETE UPON SETTLEMENT OF THE CLAIM. Attach a copy of any Court Order or Settlement Agreement. "Settlement" is defined in 22 TEX. ADMIN. CODE, Section 176(1)(c), and includes payment on a claim on which a lawsuit has not been filed and dismissal, settlement, or judgment in a lawsuit that is based on a health care liability claim.

11. Date of Settlement:

12. Type of Settlement:

(1)Payment or agreement to pay a claim or lawsuit ☐

(2)Judgment in a lawsuit after trial ☐

(3)Dismissal or Non-suit of a Lawsuit ☐

(4)Other (please specify) ☐

13. Amount of indemnity agreed upon or ordered on behalf of this defendant:
$

Note: If percentage of fault was not determined by the court or insurer in the case of multiple defendants, the insurer may report the total amount paid for the claim followed by a slash and the number of insured defendants. (Example: $100,000/3)

14. Appeal, if known: Yes ☐ No ☐

If yes, which party:

Person completing this report:

Phone number:

Date:

Figure 1: 22 TAC §177.2(a)

NOTICE CONCERNING COMPLAINTS

Complaints about physicians, as well as other licensees and registrants of the Texas Medical Board, including physician assistants, acupuncturists, surgical assistants, medical radiologic technologists, non-certified radiologic technicians, respiratory care practitioners, medical physicists, and perfusionists may be reported for investigation at the following address:

Texas Medical Board
Attention: Investigations
1801 Congress Avenue, Suite 9.200
P.O. Box 2018
Austin, Texas 78768-2018

Assistance in filing a complaint is available by calling the following telephone number:
1-800-201-9353

For more information please visit our website at
www.tmb.state.tx.us

Figure 2: 22 TAC §177.2(a)

AVISO SOBRE LAS QUEJAS

Quejas sobre médicos, así como sobre otros profesionales médicos de la Junta Médica de Texas, incluyendo asistentes medicos profesionales, acupunturistas, asistentes quirúrgicos, tecnólogos médicos en radiología, técnicos radiólogos no certificados, profesionales de cuidados respiratorios, físicos médicos, y perfusionistas se pueden presentar en la siguiente dirección para ser investigadas:

Texas Medical Board
Attention: Investigations
1801 Congress Avenue, Suite 9.200
P.O. Box 2018
Austin, Texas 78768-2018

Si necesita ayuda para presentar una queja, llame al:
1-800-201-9353

Para obtener más información, visite nuestro sitio web en
www.tmb.state.tx.us

Figure: 22 TAC §184.25(a)(8)

Patient Notification Statement Concerning the Physician Evaluation

I (patient's name) _____, am notifying the acupuncturist (practitioner's name) _____ of the following:

___ Yes ___ No I have been evaluated by a physician or dentist for the condition being treated within 12 months before the acupuncture was performed. I recognize that I should be evaluated by a physician or dentist for the condition being treated by the acupuncturist.

___ Yes ___ No I have received a referral from my chiropractor within the last 30 days for acupuncture.

Patient Signature _____ Date _____

Figure: 25 TAC §289.229(e)(13)

$$C = \frac{s}{\overline{X}} = \frac{1}{\overline{X}}\left[\sum_{i=1}^{n}\frac{\left(X_i - \overline{X}\right)^2}{n-1}\right]^{1/2}$$

Where: s = estimated standard deviation of the population
$\overline{X}$ = mean value of observations in sample
X_i = ith observation in sample
n = number of observations in sample.

Figure: 25 TAC §289.229(h)(2)(A)(i)

TABLE I

System	Measurement Location	Leakage Limit
5-50 kV	5 centimeters (cm) from the tube housing assembly	1 milligray (mGy) in 1 hour (hr)
>50 and <500 kV	1 meter (m) from the target	1 cGy in 1 hr
	5 cm from the tube housing assembly	30 cGy in 1 hr

Figure: 25 TAC §289.229(h)(5)(F)(i)

TABLE IV.
HALF-VALUE LAYER FOR SELECTED kVp

X-ray tube voltage (kilovolt peak)		Minimum HVL (mm of aluminum)	Minimum HVL (mm of aluminum)
Designed operating range	Measured operating potential	X-ray systems (except dental) manufactured before June 10, 2006	X-ray systems (except dental) manufactured on or after June 10, 2006
Below 51 kVp	30	0.3	0.3
	40	0.4	0.4
	50	0.5	0.5
51 to 70 kVp	51	1.2	1.3
	60	1.3	1.5
	70	1.5	1.8
Above 70 kVp	71	2.1	2.5
	80	2.3	2.9
	90	2.5	3.2
	100	2.7	3.6
	110	3.0	3.9
	120	3.2	4.3
	130	3.5	4.7
	140	3.8	5.0
	150	4.1	5.4

Figure: 25 TAC §289.229(h)(5)(F)(viii)

The average ratios of exposure in milliRoentgen (mR) to the indicated mAs product obtained at any two consecutive Milliampere (mA) or Milliampere-seconds (mAs) settings must not differ by more than 0.10 times their sum, where X_1 and X_2 are the average mR/mAs values obtained at each of two consecutive tube current settings:

$$|x\bar{x}_1 - x\bar{x}_2| \leq 0.10(x\bar{x}_1 + x\bar{x}_2)$$

Figure: 25 TAC §289.229(l)

	Name of Record	Rule Cross-Reference	Time Interval Required for Record Keeping
Accelerators used for research and development and industrial operations			
(A)	Initial surveys	(f)(2)(C)	Until termination of registration
(B)	Tests and repairs	(f)(3)(A)(x)	5 years
(C)	Calibration, surveys	(f)(3)(F)	5 years
(D)	Contamination smear for units operating greater than 10 MeV	(f)(3)(G)	Until termination of registration
(E)	Receipt, transfers, and disposal	(f)(3)(H)	Until termination of registration
(F)	Training for operators	(f)(4)(B)	Until 2 years after the individual terminates employment
Therapeutic radiation machines, radiation therapy simulation systems, and EBT devices			
(G)	Credentials of operators EBT device operators	(h)(1)(C) (h)(1)(E)	Until 2 years after the individual terminates employment
(H)	Review of qualityassurance program	(h)(1)(F)(vii)	5 years
(I)	Written OSP	(h)(1)(G)	Until transfer of machine or termination of registration
(J)	FDA variances	(h)(1)(H)	Until transfer of machine or termination of registration
(K)	Initial and SubsequentSurveys Therapy (below 1 MeV) Therapy (1 MeV and above) EBT device	 (h)(2)(D)(i)(II) (h)(3)(C)(i)(III) (h)(4)(B)(i)(II)	Until termination of registration

(L)	Calibration Therapy (below 1 MeV) Therapy (1 MeV and above) EBT device	 (h)(2)(D)(ii)(V) (h)(3)(C)(ii) (h)(4)(B)(ii)	5 years
(M)	Contamination smears for units operating greater than 10 MeV	(h)(1)(I)	Until termination of registration
(N)	QA checks and corrective actions Therapy (below 1 MeV) Therapy (1 MeV and above) EBT device	 (h)(2)(D)(iii)(VI) (h)(3)(C)(iii)(VII) (h)(4)(B)(iii)	5 years after the QA checks
(O)	Leakage measurements Therapy (1 MeV and above)	 (h)(3)(A)(i)	5 years
(P)	Protective devices forradiation therapy simulation systems	(h)(5)(A)(iii)(II)	3 years
(Q)	Film processing recordsfor simulators	(h)(5)(E)(i)(V), (VI), and (ii)	3 years
(R)	Digital imaging acquisition systems	(h)(5)(E)(iii)	3 years
(S)	CT dose measurements	(h)(5)(C)(iv)(III)	5 years
(T)	CT films resulting from quality control tests	(h)(5)(D)(ii)	1 year or until a new phantom image is performed
(U)	Reports of medical events	(j)(2)	Until termination of registration