

**CHIROPRACTORS REGISTRATION BOARD OF VICTORIA  
STANDARDS OF PRACTICE CODES**

**PRE-PAID CONTRACTS OF CARE**

**OCTOBER 2007**

**1. INTRODUCTION**

Over recent years many of the inquiries and complaints received by the Board against chiropractors, resulting in both informal and formal panel hearings, have involved pre-paid contracts of care. Questions have been raised about the ethical value and propriety of such arrangements in a clinical setting.

All chiropractors are reminded that, in accordance with the *Health Professions Registration Act 2005* (the Act), the Board is required 'to protect the public by providing for the registration of health practitioners and a common system of investigations into the professional conduct, professional performance and ability to practise of registered health practitioners'. (the Act s(1))

**2. GENERAL COMMENTS**

Whilst the Board does not endorse the use of 'pre-paid contracts of care', it does respect the rights of patients to make informed choices on the issue.

The Board is of the opinion that the following guidelines will assist those chiropractors who use these contracts of care to better manage this practice and thus avoid the potential of breaching the Act or exposing the public to possible risk.

These guidelines should also help to reinforce the concept that the clinical relationship and the financial relationship which exists between chiropractor and patient are separate but related aspects of the relationship as a whole with neither being used to influence the other.

**3. GUIDELINES**

- The practitioner should take steps to ensure that the patient clearly understands the nature of the terms of the agreement contained within the contract of care.
- A reasonable 'cooling off period' should be provided for.
- The patient's consent to the agreement should be devoid of any duress, coercion or misrepresentation of any kind.
- A 'pay-as-you-go' arrangement be offered as an alternative to any 'contract' arrangement.

- Any 'contract of care' should clearly delineate a reasonable refund policy.
- The patient should not be financially disadvantaged by any early termination of the contract.
- Outcomes should not be promised as they cannot be guaranteed – patients are purchasing treatment which may, or may not, be helpful to their needs and there should be no persuasion or influence to the contrary. No warranty of care should be provided.
- A diagnosis and treatment plan presented to a patient as the basis for a contract of care should be based on a full and proper case history and examination which relates specifically to that individual patient.
- The Board's 'Duration and Frequency of Care' code should be taken into account when determining the number of visits and the period of time recommended in any 'pre-paid contract of care'.
- Factors relating to the amount, time and quality of care delivered should not differ between those patients on a contract of care to those who are not.
- There should be no delay in the provision of treatment upon consultation other than for valid clinical reasons. Treatment should not be withheld on the question of the patient agreeing to a contract of care or compulsory attendance at 'educational' or 'information' sessions.