

100-7-.08 Contractual Pre-Payments for Services.

(1) It is considered unprofessional conduct for any chiropractor to enter into a financial contract which obligates a patient for care or payment for care using coercion, duress, fraud, over-reaching diagnosis, harassment, intimidation or undue influence.

(a) Any services provided prior to the signing of the contract must not be included in the contract.

(b) The patient must be given a permanent copy of the signed contract; and the contract must provide a clearly defined refund policy typed in not less than 12 point font. An initial line must be next to the refund policy and must be initialed by the patient.

(c) The contract must contain the statement "There is insufficient evidence to suggest that not receiving chiropractic care will lead to death, paralysis, disability or permanent harm." Said statement must be typed in not less than 12 point font.

(2) Any chiropractor who enters into a pre-payment financial contract with a patient must allow the patient 48 hours to sign and return the contract. During this 48-hour evaluation period from the time when a copy of the written contract is provided to the patient; no content of the contract can be changed.

(3) Any chiropractor who enters into a pre-paid financial contract with a patient shall determine and record the patient's clinical objective which the pre-paid care is designed to achieve and provide the patient with a copy of this objective.

Authority O.C.G.A. Secs. 43-1-25, 43-9-4, 43-9-6, 43-9-6.1, 43-9-12, 43-9-12.1, 43-9-16. **History.**

Original Rule entitled "Private Review Agent Requirements" adopted. F. Oct. 19, 2007; eff. Nov. 8, 2007.

Repealed: New Rule entitled "Review Agent" adopted. F. Aug. 19, 2008; eff. Sept. 8, 2008. **Repealed:** F. Nov. 30, 2009; eff. Dec. 20, 2009. **Amended:** F. Dec 20, 2011; eff. Jan. 9, 2012.