

Alert Alert Alert Alert Alert Alert

The Board has become aware that an unknown party has attempted to send a letter to at least one licensee under the pretext that it is an official communication from the Board of Chiropractic Examiners. That letter is attached.. The attached letter **was not** issued by the Board. The Board **has not** received an anonymous complaint against the doctor's license regarding a promotion of unlimited care contracts, nor is the rest of the content validated by the Board. Please contact Board staff if you believe that you have received a suspicious letter of the same or similar nature.

If you become aware of any other licensees who have received the same letter as that attached, the Board would appreciate it if you would provide us with that information. If it is possible, we would like to obtain the letters envelopes as well.



**State of Arizona
Board of Chiropractic Examiners**

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Executive Director

October 30th, 2009

Re: Anonymous Complaint

To _____

Our office received an anonymous complaint that you are currently promoting "Unlimited Care Contracts". A licensee is free to use whatever patient contract he/she desires provided that the contract is clear, fair, and may be terminated at any time for any reason, without penalty by the patient. If a contract unduly restricts a patient to commit for extended periods of treatment requiring penalties for termination, the contract is unconscionable and considered as unprofessional conduct by the Board. Licensees must carefully assess binding a patient to extended care contract since parameters of care, patient health and patient desires changes time goes by. For example, a patient may simply not like the personality or treatment methods of the licensee. In such cases, the patient must have the free, unfettered and unobstructed right to terminate the patient care contract for any reason and at any time without penalty. The board has received numerous complaints from patients regarding the unfair use of such contracts. For these reasons, the Board strongly advises licensees to refrain from using Unlimited Care marketing and the use of long-term, extended treatment contracts. If a chiropractor has a contractual relationship with an insurer, the terms of that contract in most cases limit the provider's discretion to charge lower fees to different categories of patients. Due to AZ State budget shortfalls our investigative staff currently have limited resources to follow up on anonymous complaints at this time. If our office receives further complaints regarding advertisements offering unlimited care related to your office a full investigation will take place requiring your current office fee schedule and patient records for review.

Sincerely,

**BOARD OF CHIROPRACTIC EXAMINERS
OF THE STATE OF ARIZONA**

PATRICE PRITZL
Executive Director

