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The Health Care Contract: A Model for Sharing Responsibility

Jerry A. Green, J.D.

This article summarizes the scientific assumptions of medicine and holistic practice as a basis for clarifying the professional responsibilities of health practitioners. The basic elements of contracting are then applied to the dynamics of clinical relationships, creating a mutually defined plan as framework for allocating responsibility among doctors, patients, holistic practitioners and clients. The legal aspects of health contracts are discussed and it is suggested how contract principles may be tools for sharing responsibility.

- *How does one define one's roles and responsibilities in health care?*
- *What can health professionals and individuals do to share responsibility for making their relationship work?*
- *How can health care relationships be created which satisfy both practitioners' and clients' interests and needs?*
- *How does one sort out the many different services being offered by health practitioners?*

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Y RESEARCH of medical malpractice cases began in 1972 with the curiosity to explore a suspicion that the holistic perspective may have something to do with the solution to our crisis in medicine. I learned that many malpractice cases were generated by unfulfilled expectations about the role of the doctor. I postulate that by clarifying the responsibilities of both the doctor and the patient, a framework can be developed in which each party can discover the dynamics of a successful working relationship. This is the process of contracting.

The problems generated by not making clear agreements in medicine start when practitioners assume more professional responsibility than what medical science is designed to deal with. It is unnecessary for doctors and hospitals to assume more responsibility than diagnosing and treating pathology. Their failure to define their roles in a manner

limited to their scientific purpose makes the identification of patient responsibility difficult. Health professionals should assist individuals to go beyond the banner of "self-responsibility" as a simple admonition by helping them construct a plan for their action.

Contracting in health care relationships should not be approached as a legal issue. The process of developing contracts is primarily an educational tool. The terms and conditions of a contract create a framework within which practitioners and clients work together. Contracting enables us to define individual goals, purposes, preferences and expectations, and choices as well as explicitly allocate responsibility for decision making to the appropriate person.

Nobody Can Give Us Freedom of Choice

Many people involved in today's health renaissance seem to be clamoring over the issue of freedom of choice in health care. They feel that the prime strategy for creating a more responsive health care system is through legislative modifications amending current civil and criminal codes that govern the practice of medicine. Their premise is that the medical professions and the law deny the individual's freedom of choice. They fail to realize, however, that our freedom of choice is one of those inalienable rights that courts have difficulty recognizing precisely because the source of this freedom is fundamental to our social nature. Freedom of choice in the marketplace is one of these inalienable rights. The law does not prohibit people from choosing any health practice. It only defines what certain services can be provided by licensed practitioners.

However, the legislative process can encourage freer choice among health care systems by requiring full and fair disclosure by medical and health practitioners and requiring ethical standards for all kinds of practitioners. More importantly, the legislature can encourage and support broad health education programs.

The only risk to our freedom of choice in health care is our failure to exercise that right. It is through the exercise of our fundamental rights that we recognize their nature and protect them from abuse. Making an agreement is the way we recognize our rights regarding any matter and assume the obligations necessary to enjoy them. This is

how responsibility as a concept is transformed into action. Agreements are thought-out opportunities for taking responsibility.

A Process, Not a Product

The first task is to clarify needs for pathological services and distinguish them from desire for health promotion and holistic health service. Many problems are generated by classifying holistic perspectives as diagnosis or treatment of pathology. Physicians risk professional censure and civil liability for violating standards or practice when holistic services are thought of as alternative treatments.

Consider whether holistic practices are really alternative treatments. Clarifying their nature will enable individuals to make more meaningful contracts utilizing them. History provides a good place to start exploring the assumptions in which our health care relationships are rooted.

Holistic Practices are Schools of Thought, Not Just Alternative Treatments

What is commonly understood as "alternative treatments," "techniques," "practices," or "systems," I would call *schools of thought*. These schools are simply names that are given to the process of study by which people associate with certain teachers. The holistic perspective provides a *point of view* from which to evaluate all of the elements of the personal health plan and the plans made with health professionals.

Two Traditions of Scientific Inquiry

Schools of thought are fundamentally historical phenomena. In three volumes entitled *Divided Legacy*, medical historian Harris Coulter (1975) has documented the history of conflicts between the two predominant traditions of thought.

Coulter guides us in examining a fundamental vocabulary of scientific assumptions that will help clarify roles and responsibilities in health care. These assumptions have

been visible in medical thought and practice for 2000 years and are more apparent than ever today.

Coulter observed that the most significant contributions to medicine were made by the purest thinkers of either school. Practicing physicians have drawn upon both viewpoints, taking information which most suited their interests, skills, and abilities. By understanding the scope of this spectrum, the nature of skills or services can be determined that suit one's needs and desires at any particular point in time. This dipolar conceptual framework also offers a basis for clarifying the relationships between medicine and holistic practice. It will also reduce the kinds of misunderstandings which lead to malpractice litigation. Granted, some malpractice cases are clearly actual physician errors (sponges remaining inside surgical patients, or patients with ruptured appendices being treated for gas pains, for example). Other cases may arise from the failure of a physician to disclose vital information about risks to the patient and subsequently leading to the patient's suffering consequences from a treatment which had risks the patient did not expect or consent to. However, most medical malpractice cases suggest that a fundamental misunderstanding of the allocation of responsibility between doctor and patient could be clarified by making contracts which identify medical responsibility in terms of diagnosis and treatment of pathology, (Green, 1976). This framework will also encourage new professional roles to emerge in a meaningful way.

Assumptions of Empirical and Rational Traditions

Coulter (1975) notes that the Empirical tradition considered observation and experience to be the only source of knowledge, while the Rational tradition placed a premium on logical analysis. The Rationalists relied upon hypotheses to give structure to experimentation and research in order to focus on cause and effect. Empirics were not interested in causation. They sought to stimulate the growth or balance of the "life force," which they confessed inability to explain and even questioned whether its dynamics were

SCIENTIFIC ASSUMPTIONS OF THE EMPIRICAL AND RATIONAL SCHOOLS OF HEALTH AND HEALING

Empirical School		Rational School
Observation and experience are source of knowledge	Premise	Logical analysis is the source of knowledge
Studies growth or balance of "life force" or vital energy	Object	Studies disease entities
Workings of life force unknowable	Hypothesis	Established hypothesis of causation
Studies peculiar symptoms to determine uniqueness of individual	Subject	Classified common symptoms into disease entities
Subjective sources of data	Source	Objective sources of data
Individual is energetic and has a spiritual dimension	Nature	Individual is material or mechanistic, chemical
Treatment by similars sometimes creating healing crisis	Treatment (or treatment approach)	Treatment by contraries sought removal of symptoms
Health is internal and environmental balance	Context	Health is absence of disease
Holistic Methodology	Methodology	Atomistic or reductionistic methodology
Client	Authority	Doctor

knowable by man. The Rational tradition evolved the concept of the disease entity (pathological condition), which was arrived at by identifying "common symptoms" in a class of patients. The Empirics said that the "peculiar symptoms" were the most important ones because they indicated the uniqueness of the individual. These peculiar symptoms suggested the basis for selecting a remedy or therapy which acted on the whole person rather than just on the disease. Rationalists sought to eliminate the disease and its symptoms usually by treating with *contraries*, attempting to stop the symptoms. Empirics saw symptoms as manifestations of the healing process. They offered treatments *similar* to the symptoms, often generating an aggravation of symptoms perceived as a healing crisis. From the Empiric viewpoint, cure lay in the pattern of change in the symptoms, not just their palliation or amelioration.

The Rational physicians took an atomistic or reductionistic view, focusing upon progressively smaller components. They evolved a rather mechanical concern for the efficient workings of the various body parts. Empirics emphasized the relatedness of mind, body and emotions and could be described as being more concerned with energetics than mechanics. For example, homeopathy and Chinese medicine are Empirical sciences. The use of antibiotics for infections is based in Rational Science.

Examining the assumptions of the two traditions in medical philosophy leads to the following comparisons. (Figure 1).

Pathology and Holistic Practice

In the past century, medical thinking has been so dominated by the Rational tradition that its practice is legally defined in terms of the diagnosis and treatment of pathological conditions (Note 1).

Standards of practice have almost completely forced Empirical practices out of the profession by labeling them as unscientific. Rational medicine's success is marked by a current Webster's definition of Empiricism as "unscientific" and "quackery," while Coulter's work indicated that Empirical science simply proceeds on the basis of different assumptions. He suggests that a "science" is fundamentally a methodology for collecting information.

If today's holistic practices are viewed in Empirical terms as a means of nourishing the life force (which is not prohibited by §2052) a framework can be constructed for understanding the relationship between responsibilities of holistic practitioners and physicians.

Since the early 1900's when the Flexner Report determined teaching Empirical practices to be unscientific, medical education in the United States has focused on and

is dominated by the diagnosis and treatment of pathological conditions. Health is viewed in this pathology model as the absence of disease, and not (as "holistic" practitioners would say) entire in its own right and incorporating the human environment. Thus the tools at the physician's disposal are diagnosis and treatment tools, not "growth and prevention" tools. The physician, in our society, sees the sick in the professional setting, and rarely the healthy.

Today's physicians are practitioners of the Rational tradition. Their science has evolved to a degree of specialization and clarity worthy of respect and admiration, but should not be confused with attempts to stimulate and nourish the growth balance of the life force. The Rational posture of medical education makes it difficult for the best physicians to practice Empirical perspectives, as their training is dominated by the pathology model. Physicians who have approached the mastery of any holistic practice tend to go through a long and painful struggle attempting to fit new information into familiar analysis and thought forms.

Dissecting Medical Responsibility

Physicians often play the role of sympathetic ear, father figure, information source or confidant. If the client's purpose in talking to a doctor is any of the above, have them state it at the outset. However, if they want to hire a doctor for what he is trained to do, it is helpful to think about the specific skills for which they are well trained.

Why People Seek Health Professionals

Professional responsibilities in health care relationships may include:

- 1) Diagnosis of a pathological condition.
- 2) Treatment of a pathological condition.
- 3) Monitor changes in a pathological condition.
- 4) Watch for the development of a latent or potential pathological condition.
- 5) Advise regarding likely outcome or prognosis.
- 6) Nourish or balance the life force/vital energy.

Only the first five are exclusively reserved to licensed doctors.

Other responsibilities, frequently assumed by health professionals, though not always necessary to the performance of their professional responsibility, include:

- 1) Being someone to talk to.
- 2) Providing sympathy.
- 3) Being an authority figure.
- 4) Providing moral or emotional support.
- 5) Making decisions for clients.
- 6) Providing information to clients concerning health and/or pathology.

The first skill is diagnosis. Does the client manifest any set of symptoms which puts him in a recognized class of patients associated with a recognized disease? What does medicine know about this disease, its course and conse-

Note 1: The California Medical Practices Act, Section 2052 of the Business and Professions Code, states: "Any person who practices or attempts to practice, or who advertises or holds himself out as practicing, any system or mode of treating the sick or afflicted in this state, or who diagnoses, treats, operates for, or prescribes for any ailment, blemish, deformity, disease, disfigurement, disorder, injury, or other mental or physical condition of any person, without having at the time of so doing a valid, unrevoked certificate as provided in this chapter, or without being authorized to perform such act pursuant to a certificate obtained in accordance with other provision of law, is guilty of a misdemeanor."

quence? Another skill is providing information about or performing the accepted treatment for this disease. A third skill is the ability to monitor a disease during self-healing. This skill is particularly valuable in holistic health, because vital energies may be restored to a point where a regular prescription for medical treatment becomes an overdose in cases where holistic practitioners are working in conjunction with medical practitioners.

If physicians are offering holistic practices, understand that the medical training did not prepare them for this work. Learn about their training and ability to provide this service. Recognize that many "holistic doctors" apply holistic practice as alternative treatments for pathology. Competency may be sacrificed by trying to get both kinds of services from the same person.

One should consider making separate plans that address both concerns about pathology and the stimulation of the body's self-healing abilities/mechanisms. This will help demystify medicine and give some perspective on clarifying expectations with physicians. Treat the issues separately, especially when both kinds of services are sought from a "holistic physician."

A plan to satisfy *concern* about pathology may not require seeing a physician. It may be appropriate, though, to plan to see a doctor when the client's concern about pathology reaches a certain level. Diagnostic services may be retained without contracting for treatment.

How Do We Recognize Expressions of Vital Energy

The purpose of a plan to obtain holistic health services in the Empiric tradition should relate to changes of the following kind: (Not an all-inclusive list.)

Pain	Creativity
Physical balance	Self esteem
Behavior patterns	Energy level
Tension patterns	Mental clarity
Breathing patterns	Spontaneity
Patterns of emotional expression	Centeredness
Ability to become calm	Spirit

Government programs to nourish the vital energy should be developed that are distinct from current programs aimed at treatment of diseases (National Cancer Institute, Center for Disease Prevention and Control, etc.).

Defining Professional Responsibility in Holistic Practice

Methodological thinking about the roles of holistic practitioners has not yet begun in earnest. If holistic work is to be appreciated as distinct from and complementary to medical practice, discovering the differences between the two is necessary to structuring relationships with holistic practitioners more precisely. This delineation will also moderate the possessiveness over perceived professional territory. What kinds of agreements are appropriate to nourishing vital energy (Note 2.) The purpose of making

Note 2: Hereafter, "vital energy" is used to suggest the current thinking about what has been referred to historically as the "life force."

plans with holistic practitioners should relate to how these practitioners perceive and work with vital energy. Satisfaction in the relationship will depend on how well a practitioner's skill lines up with a client's interests. Suggest to the client that they examine how they experience their own vital energy when they are defining their objectives.

Each person is unique; individual interests will lead to the right practitioner for any given moment. Each individual has his or her own sequence for exploring different paths of growth. Learning to perceive and follow this inner sense of timing is an important part of understanding what healing really is about.

Remember that holistic perspectives may promote an aggravation of experiences which are seen as symptoms of pathology by the Rational medical tradition. These experiences can sometimes be expressions of healing.

Plans with holistic practitioners should include discussions about healing crises. Anticipate that working from this perspective may entail feeling worse before getting better. Also, consider that Empirical means of healing tend to work more slowly than the remedies of Rational medicine.

Examples of Means by Which We Can Nourish, Stimulate or Balance Vital Energy

Love	Homeopathic remedies
Touch	Colors
Suggestion	Fasting
Meditation	Harmonic sounds
Awareness training	Herbal cleansing
Nutritional changes	Colonic irrigation
Emotional expression	The essence of flowers
Spiritual fulfillment	Acupuncture
(Not an all-inclusive list).	

The Use of Written Instruments

Contracts with health professionals need not be in writing. They could be written down, but they must be negotiated verbally. They need not be written up as "contract." Written notes of either party are legal evidence of the agreement. Professional records and correspondence between the parties can also evidence the agreement. Written instruments should contain as much information as is deemed necessary by both practitioner and client and should acknowledge risks, if any, of procedures which are experimental. Attractive brochures given to the client may describe the practice and the practitioners' experience. Written instruments can and should outline the patient's rights and responsibilities. At the bottom line, however, the best evidence is always the conduct of the parties.

Elements of a Contract

A contract is an agreement between two people about the essential elements of a plan to do a job. The best contracts are the simplest plans. Three basic elements of a contract are: (a) purpose, (b) complementary responsibilities, and (c) term. The first element explains what the job is. The second says what each person may be expected to do. The

third defines the time frame in which the job is planned. Defining a term provides an opportunity to modify or renew the agreement.

Access to and Ownership of Medical/Health Records

Client/patient access to medical/health records is an unsettled question, legally. The client/patient has a right to the information, but the practitioner or facility owns the document. Access to records is a negotiable issue. Make an agreement about the availability of records at the outset. All parties can then rely on the agreement in the future. Making these agreements will create the right which courts are now only beginning to examine. Arbitration agreements are becoming widespread in the medical profession. Typically, they are not explained to the patients in any way, but are handed with a bundle of other papers to the patients who are told to sign them before the doctor will see them. Patients do not realize they are waiving substantial legal rights, such as the right to a jury trial.

Self-Awareness Journal

Personal journal entries are valuable not only as evidence of the agreement between the client and the practitioner, but as tools for focusing awareness, an essential element of Empirical health practices. Change in self awareness is a manifestation of the growth of the life force. Self awareness journal keeping is an aid in working with all Empirical practitioners. For example, homeopathic case-taking records impressions in the patient's exact words, relying totally on the subjective experience.

Arbitration

Written agreements may be used to substitute arbitration for litigation as the process for settling disputes. Arbitration agreements are the first expression of contract thinking in health relations. Unfortunately, they deal with only one issue; the choice of forum for resolving disputes. They do nothing to suggest how to make the relationship work. They focus attention upon both party's anticipation of failure. If arbitration is the desired choice of the parties, agreement upon this issue should be seen in the context of agreement on the responsibilities that are necessary to making the relationship succeed.

Beware of Disclaimers

Watch out for written statements purporting to be disclaimers or waivers of liability. They are usually unnecessary and may be used to argue knowledge of unlawful intent. They are likely to be disregarded by courts as being against public policy unless they appear in the larger context of a well defined relationship. When the relationship is called into question, it will be judged by what the parties do, not by what they say they are doing.

On the other hand, written answers to questions concerning elements of progress in the relationship are state-

ments about the nature of the work being done. A questionnaire about body awareness would read quite differently than a history of symptoms, though both provide a valuable clinical focus for their respective practitioners.

The Legal Authority for Contract in Health Relationships

The idea of contracting individual responsibilities in health care relationships is relatively new, historically speaking. University of Chicago Law Professor Richard Epstein (1977) has laid the foundation for legislative and judicial acceptance of medical contracts in two articles which describe the natural evolution toward contract-thinking in other fields. He shows how other fields of law have progressed to where principles of contract govern risks which have previously been decided by principles of common law negligence.

Court-made law on health contracts will not appear until courts examine controversies in which the parties have made contracts. The courts will evolve doctrines of contract as they decide these cases. The Dana Ullman Case (1977) was the first judicial recognition of health contracts. There, the district attorney and the trial court recognized "a regular practice of contracting with clients in order to clarify the role of non-medical health practitioner" as a basis for dismissing criminal charges for practicing medicine without a license. However, other courts are not bound by this settlement because the case was dismissed without trial. Consequently, there was no issue for the appellate courts and appellate courts possess the exclusive power to bind other courts.

The judicial recognition of contracts defining professional responsibility will require a test case. Eventually, there will be many cases in which the issue will be recognized because the court will not be so interested in the question of contract as in deciding which party should prevail in a dispute over the contract. However, both the test case and those that follow will be those in which the parties failed to make *clear* agreements and consequently generated a dispute. Most legal problems start this way.

Since provider-client agreements are an evolutionary step in health care relations, courts will assess the validity of such contracts on an individual basis. The principle factor in deciding to uphold such agreements will be their reasonableness, given the likely disparity in apparent bargaining power created by professional comprehension and client need. Disclosure of information which is known or should be known to the practitioner will be a crucial element in evaluating the reasonableness of the circumstances. All contracts are vulnerable to attack on the grounds that the parties failed to achieve a meeting of the minds about issues fundamental to their agreement. If the making of agreements is undertaken as clarification of the planning process and its purpose is to further the working relationship, then it will increase the likelihood of achieving expectations. The making of agreements will minimize the risk of misunderstandings which can lead to failure in the relationship and disputes over responsibility. The thoughtfulness with which agreements are made will be the bottom

line in determining whether the agreement will withstand a challenge to its validity.

Since health care relationships are fundamentally contractual in nature (their terms are *implied* when they are not expressly defined), there is really no avoiding the issue. Either good agreements are made or some kind of trouble and dispute ensues.

Financial Responsibility

The means of payment is an essential element of agreements. Questions about payment for holistic services by MediCal and other third-party sources (Medi-care, private insurance companies) are only beginning to surface. Perhaps it is only American to focus on financial responsibility before exploring working responsibilities very thoroughly. Requesting payment for holistic services through our current MediCal (California) system requires describing the work as diagnosis or treatment for some specific pathology. If the State is told this, is the patient's view of themselves set into pathological terms as well? And what model is the doctor working in?

The incidence of disease and the cost of medical treatment form an actuarial basis for insurance companies to determine their income (your premiums), expenditures and reimbursement schedules. In the end, less money may be spent on treating disease if more is spent on promoting health. However, the functional relationships between medicine and holistic practice should be examined more fully before compensation schemes or government regulation are further developed. Meaningful policy changes will then become apparent.

Planning for Health

Before establishing a relationship with a health care practitioner, clients should decide their purpose and time frame on their own, understanding that they may change as needs change and as more is learned. In order to make this first plan, and before seeking professional advice, clients should answer the following questions:

1. How do you experience your self now?
2. What changes do you feel might be considered?
3. What might you ask a health educator or counselor to help you clarify your needs?
4. How can these changes be brought about without the assistance of a health practitioner?
5. What do you want from a physician or other health practitioner?
6. How and when might you evaluate your progress and consider redefining your purpose?
7. How much time and money do you wish to commit to this job?

Having a plan with oneself assists in shopping for services that help implement the plan. This will involve making new plans with others who are the resources for the fulfillment of the plan. Clients should be prepared for negotiation, collaboration and further clarification of their goals.

Make Any Simple Plan

When it comes to making an agreement, discuss any plan which increases the likelihood of achieving your client's purpose. Make it simple at first. The plan can always be changed. Whatever the plan, it will acquaint everyone with the process of clarifying implied expectations by making expressed agreements. Where achieving a working agreement fails, expectations will have been uncovered which would likely have led to disappointment later had they remained implicit.

Misunderstandings About Holistic Health Practices

Currently, there is widespread misunderstanding about the fundamental nature of holistic practice. Does each practice constitute a separate technique or system of healing? Is it the client's job to find out which technique will work or which practitioner knows the most techniques? These questions represent only the tip of the iceberg.

There are many reasons why one might seek the services of a physician or health practitioner. In addition, every health professional has his or her own unique skills and abilities. Individual responsibility for health includes being responsible for obtaining quality health care. Making clear agreements is necessary for getting this or any job done.

Clients Should Have a Purpose in Mind When Choosing a Health Practitioner

By interviewing health practitioners concerning a specific purpose before engaging their services, clients can learn about the practitioner's willingness and ability to satisfy that purpose. The objective in the interview should be to reach an agreement on the basic elements of a plan that will define complementary responsibilities and assist in fulfilling the client's purpose. For example, if a client's primary purpose is to recover from a back injury, their plan may include seeking the services of a doctor to diagnose any tissue damage and offer advice about available medical treatments. The client may also want to learn to reverse patterns of accumulating tension from a holistic practitioner.

The initial interview with a health professional should be approached as if an agent were to be hired to help implement a plan. The client's job in the interview is to learn what unique skills the practitioner has that can help fulfill the client's purpose, what the practitioner can be relied on for, and what is necessary to work with that person. These complementary responsibilities must be negotiated because they are interdependent. Also, making an agreement with a health professional is distinct from the process of looking for someone to work with. Shopping around, seeing at least two people, will help develop clarity on the client's basic plan.

Where is the Power to Make Change?

Until now, most of my work with contract principles has been solving legal problems generated by the failure to

make clear agreements. The greatest value of thinking contractually about health is that it helps identify responsibility. This enables the responsibilities of evolving non-medical roles to be examined and defined more clearly.

The Rational model of pathology has been the only context within which we have thought about health in the past century. We are unaccustomed to thinking about nourishing the "life force," let alone taking seriously those who attempt to address this challenge scientifically. Coulter demonstrates that while there has been little public recognition of Empirical concepts in the Western world, some doctors have explored Empirical premises for years, attesting to their value while fighting a losing battle for recognition within their profession. Understanding the distinctions between the Rational and Empirical assumptions will permit appreciation of both perspectives and their practices.

The holistic health movement is today's expression of the Empiric tradition. Its strength is among practitioners who are not medically trained. As it appears that most "holistic doctors" work in a Rational model and employ holistic practices as alternative treatments for disease, medical training may even be an obstacle to study and applying Empirical practices. Today, the Rational influence is not just the strongest tradition in the medical profession; it is the only operative model. If medical thinking governs our development about holistic health practices, we will forfeit whatever benefit there may be in having a health industry which offers us a balance of Rational and Empirical services.

Rational standards of practice in medicine have already judged Empirical perspectives to be unscientific. The influence of Rational standards within the profession has determined the direction of research (Note 3) and will control professional responsibilities in the field unless the professional community and an educated public recognize the need for a different kind of service.

Complaints that our current system of health care takes advantage of people are growing louder. Most people think that someone—the state, the American Medical Association, Uncle Sam—should do something about it. Enough, already! Every gardener has the power to determine how his garden grows. Contracts are tools. Use them to create changes that are important to you personally, and we will all work together to incorporate these needs at institutional levels.

The holistic practitioners of the 19th century were homeopaths, herbalists and osteopaths. The Empiric practitioners of the 21st century are the holistic practitioners

of today. If preservation of the integrity of both Rational and Empirical traditions of thought about health is desired, independent professional recognition of holistic practitioners is necessary. The groundwork for this is initiated by recognizing individual needs for health services in the Empiric tradition and by making agreements with all health professionals which provide for both forms of service.

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- Green, J. Responsibility for health. *Journal of Holistic Health*, 1976, 1, 76.
- The People of the State of California vs. Dana Ullman*, March 9, 1977. Municipal Court Oakland-Piedmont Judicial District. County of Alameda, No. 98158.

Suggestions for Further Reading

- "Holistic Practitioners Unite—It's time to learn to fly" Somatics, V. 3 N. 4, Spring 1982, which may be obtained, together with a membership packet describing the structure of a model practitioners association, from California Health Practitioners Association, P.O. Box 8467, La Jolla, CA 92038.
- "Patients Who Refuse Medical Treatment" Applebaum & Roth, M.D.s JAMA V. 250, No. 10, Sept. 9, 1983.
- "Adding Insult to Injury: Usurping Patient's Prerogatives" J. P. Kassirer, M.D., New England Journal of Medicine, 4/14/83.
- "Allocating Responsibility by Contract" J. Green, *Medicolegal News*, V. 8 N. 5, 10/80 Amer. Soc. of Law & Medicine.
- "Contracting Out of the Medical Malpractice Crisis" R. Epstein, *JD Perspectives in Biology and Medicine*, Winter 1977.
- "The Health Care Contract: Key to Minimizing Malpractice" Prof. Liab. Newsl., March '82 Insurance Corp. of America.
- "Contracts With Your Doctor?" J. Green, *New Realities*, V. 2, N. 1, 1978

These published and several unpublished works comprise the reading for a Professional Responsibility Training designed and conducted by the author for health practitioners, continuing education programs, and private practices. For information about the availability of these readings, and the programs, lectures, and related consulting services, write the author in care of P.O. Box 5094, Mill Valley CA 94942.

JERRY A. GREEN, J. D., graduated from U. C. Berkeley in 1964 and from Boalt Law School in 1967. He practices in Mill Valley, California and specializes in medicine and health care. He is a member of the American Society of Law and Medicine, a Medical Arbitrator for the American Arbitration Association, and an Advisor to the Health Advocates Coalition. He lectures on the health care contract, and conducts professional education programs for health practitioners. He is the author of "Seven Keys to Creating Successful Health Care Relationships—A Consumer's Guide."

Note 3: Most scientific research concerning stress has been conducted in the context of stress-related pathology. An example of holistic research into stress may be seen in Peter Levine's work which evaluates stress as a function of the dynamic capacity of an organism to interact with its environment. It is measured in terms of homeostatic resilience on motoric, automatic, and metabolic levels.

Levine, P. Accumulated stress, reserve capacity and disease (Doctoral dissertation, University of California, 1976).
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CONSIDERATIONS FOR PLANNING A PROFESSIONAL PRACTICE

BY JERRY A. GREEN, D.C.

1. How does your work differ from medical practice?
2. How do you distinguish a referral for your work from a prescription for medical treatment?
3. How do you convey these distinctions to your clients?
4. Describe specifically the allocation of responsibility in your relationship with your client. List the decisions which belong to each of you.
5. What feedback device or mechanism tells you how much your client understands about these matters?
6. How might you provide for the periodic redefinition of your relationship with your client in accord with his changing needs, desires, and expectations?
7. What kind of record, chart, form or journal entry would assist your client in exercising his responsibility in your relationship?
8. What kind of record, chart, form, or journal entry would assist you in your work?
9. What information do you need from your client on a regular basis? How can you get it?
10. What information does your client need from you on a regular basis? How can you provide it?
11. What kind of information would you benefit from receiving from your client's physician? What kind of information could you provide him? Design a report form from him to you. From you to him. "*Unlawful Practice of Medicine*" Defined:

2052. Any person who practices or attempts to practice, or who advertises or holds himself or herself out as practicing, any system or mode of treating the sick or afflicted in this state, or who diagnoses, treats, operates for, or prescribes for any ailment, blemish, deformity, disease, disfigurement, disorder, injury, or other physical or mental condition of any person, without having at the time of doing so a valid, unrevoked, or unsuspended certificate as provided in this chapter, or without being authorized to perform such act pursuant to a certificate obtained in accordance with some other provision of law, is guilty of a misdemeanor.

CONSULTING/SEMINAR FORMAT

by Jerry A. Green, J.D.

1. How is the methodology of vitalism described in the article's history of Empirical sciences important to your unique interests and abilities as a health practitioner?
2. How do you identify vital energy of life force in your work?
 - (a) How do you measure its growth and change?
 - (b) How do you work with it?
3. State in simple terms what it is that you do. Do not use technical language or the name of any technique or modality.
4. State what is necessary or helpful that a client do in order to work with you successfully.
5. Design a simple plan for working with a client which consists of:
 - (a) a specific purpose
 - (b) complementary responsibilities
 - (c) a term or period of duration
6. Prepare instructions by which a client could design such a plan.
7. Make a plan to deal with a client's concern about pathology.
8. Make a plan concerning an aggravation of symptoms or healing crisis.
9. How would you measure and document changes in levels of accumulated stress?