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Dr Phillip Donato
Chair, Chiropractors Board of Australia

Dear Dr Donato,

Please accept my submission regarding the Code for Professional Practice of Chiropractors (CPPC). I apologise in advance for any errors in the following submission and offer by way of explanation that I have started a new practice and have been working out all the logistics of that enterprise as well as trying to provide useful feedback to the CBA .While I look forward to the benefits of national registration and acknowledge the hard work of the board on drafting the Code I have grave concerns regarding what has been produced so far and the scant time allowed for consultation. Indeed, the more often I read the Code the more my concern grows.

Firstly, there are numerous inconsistencies. The most apparent to me, with a background in linguistics, is the use of terminology. Why, in the Code of Conduct for Registered Health Professionals (CCRH), does it refer to "patients" while in the CPPC it refers to "Health Consumers"? The word "patient" originally meant "one who suffers" and since many people who seek chiropractic care are suffering from spinal pain the word would appear appropriate. As doctors, we have a duty to care for those in pain (I assume this is what CPPC 2.2 and the highly ambitious 2nd dot point of 2.2.1 refer to??). Yet the CPPC refers to consumers. What duty is there to consumers? *Caveat emptor*? A consumer is free to have as much or as little as one desires or can afford (financially, emotionally). So I find it confusing that these consumers should be turned away after 3 months (1.6.7, 2.11.6, 2.11.9). If they were "patients" then I could understand why, when no longer suffering, care would be terminated. Yet they are consumers. See 2.11.1 below.

Another example of inconsistency concerns 2.11. The first paragraph, 2.11.1 which states the primary goal of chiropractic is to promote and optimise good health and function, maintain it, and prevent the recurrence or injury and dysfunction is at complete odds with 2.11.9 which states justification of ongoing treatment. Isn't he justification health promotion? 2.11.2 doesn't help either since its very first sentence contradicts itself – how can you encourage preventative or health promotion at a population level (does a population of one count?) without "treating" healthy people at the individual level. An applicable analogy would be someone discontinuing a healthy diet and regular exercise because they are well and returning to a slothful and junk-food enriched lifestyle.

I also object to oxymorons appearing in a code of conduct – 5.2's *suicidal health consumer* being a good example. Are these consumers of suicidal health? Unintentional or intentional, pun or paradox, it deserves no place in our code. 5.2.1 implies all staff should receive a basic course in suicide

intervention if they are likely to interact with these “suicidal health consumers”. This is completely impractical. By this standard we must also become smoking cessation facilitators, alcohol counsellors and obesity consultants – these three “behaviours” cause more death and disability than suicide in Australia. The peremptory 5.2 also mentions abused children (they are dealt with in 5.3) and other “at risk health consumers” including the elderly, disabled and language impaired – but provides no sage advice on how to deal with these risky individuals. As I speak German, why must I use an interpreter (1.3.4)?

While there is much more I would like to comment on, I do not have the time to do so and have not had enough time to consider the implications of the Codes. One last example will need to suffice. 1.6.7 states that no financial plan should exceed 3 months. I offer two pre-payment plans, for 6 or 12 treatments, and attach a copy below for your information. Patients have no time limit in how quickly they use their treatments or when to claim a refund. Patients like these plans as it makes care affordable and they do not need to worry about having any money on them to pay for treatment when they come in; anyone in their family can use those treatments.

If the Code goes through in its present form, these treatment plans would put me in breach of the code. I offer professional, ethical, evidence informed chiropractic care – all the things the code tries to ensure – yet I would not meet all the requirements. This is wrong. In its present form the CPPC is unworkable.

More time and more collaboration should ensure a code which is workable, robust enough to survive into the future, broad enough to allow a variety of practice styles while still protecting the public. I hope my small contribution is of some assistance in this regard.

Sincerely

Dr Andrew Gorman
Chiropractor

PRE-PAYEMENT PLANS

To help make our high quality chiropractic care more easily affordable, we have designed two PRE-PAYMENT PLANS:

1. Pay for six (6) office visits **IN ADVANCE** at $40 per visit
   Total due = $240

2. Pay for twelve (12) office visits **IN ADVANCE** at $35 per visit
   Total due = $420

There are several restrictions associated with these payment plans:

1. No other discount may be used along with the payment plans.
2. Supplements, vitamins, other supplies and/ or unusual services are **not included** in the pre-payment plan and must be paid for at the time of service.
3. All members of the family may share their plan for **regular** appointments only. If your partner has not been in before, he or she will pay $60 for the new patient consult and after that can share your plan for any subsequent treatments.
4. If you have private health insurance: you will be billed at the reduced rate and only as services are rendered – your receipt will show how much you were charged for the visit (i.e. $40 or $35) and the remaining credit left will appear (you will then be able to work out how many treatments remain. You will need to claim back from your health insurance fund personally (i.e. you won't use your card with HICAPS in our office). You may use the receipt provided after each treatment for this or we can print out a statement when the plan finishes for you to take to your insurance company.
5. If a refund is requested, the office visits already used will be prorated to the full office fee and any balance will be refunded to you.

We hope this will enable you to get the Chiropractic treatment you need, when you need it.

I have read the above and agree to the listed restrictions; and I have initialled the plan of my choice.

Name:_____ Signature _____Date_____