Submission to the Chiropractic Board of Australia

Regarding the Consultation Draft Code of Conduct for Chiropractors

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I appreciate the efforts of the Chiropractic Board of Australia for taking positive action on most of the points raised in my submission about the initial draft.

I would be prepared to support the second draft with minor amendments and the deletion of some clauses that are offensive to the chiropractic profession in Australia.

The draft still contains phrases in four clauses that are demeaning to the chiropractic profession. These must be removed. The phrases can be removed without altering the intent or spirit of the particular clauses in which they reside.

There are some inclusions which do not belong in this document and which should be removed.

I have substantive concerns about the wording used and the subsequent implications of some clauses.

There are a few clauses whose purpose is unclear. They should be removed or the wording revised to make the intent of the clause apparent. There are a few areas where awkward sentence structure hides the intent of the clause

There is one clause that uses an unnecessary phrase in Latin. It is unlikely to be understood by most chiropractors in Australia.

.The second draft contains some errors of grammar; mostly misplaced commas, which thorough proof-reading should identify.

My concerns, in detail, are grouped in the categories listed above:

Clauses that are demeaning to chiropractors

1. Page 1 Overview: first paragraph, second line: “within an ethical framework” is demeaning and unnecessary. It implies that all chiropractors need guidance because they are intrinsically unethical.
2. Introduction 1.1: first paragraph is a repeat of concern 1.
3. Page 4, 2.6 Decisions about access to care paragraph d): The last words “and not providing unnecessary services” is demeaning, unnecessary and should be removed. Its inclusion implies that all chiropractors need guidance because they all provide unnecessary services..
4. Page 12, 9.8 Reports etc Clauses a) and b): demeaning again: The inclusion of these clauses implies that all chiropractors need guidance because they all mislead and omit relevant information deliberately. Removing “not misleading” and “and not omitting relevant

information deliberately" removes the demeaning direction and does not alter the meaning or spirit of the clauses.

Clauses that are inappropriate, irrelevant or unnecessary

5. Page 3 first column 1.2 Professional values and qualities: 1st paragraph, second sentence: This has no part in a chiropractic document. It is an unnecessary and proscriptive repetition of the first sentence. It must be removed
6. Page 5, 3.4 Confidentiality and privacy clause e): Irrelevant and has no place in this document. It must be removed
7. Page 8. 4.1 Use of modalities, 1st paragraph last sentence: This is a National code and any specific Victorian idiosyncrasies should be addressed in an appendix, if at all.
8. Page 13, 9.11 Conflicts of interest, clauses d) and e): Irrelevant in this document. References to pharmaceutical marketing and marketing drugs do not belong in the chiropractic code. These clauses must be removed
9. Page 13, 9.12 Financial and commercial dealings Clause c): Flowers and chocolates. This is extremely proscriptive and unnecessary. A requirement to make a file note or to tell a colleague about every box of chocolates or bottle of wine a chiropractor receives from patients at Christmas is silly. By being so proscriptive the Board removes the broad brush approach that would permit it to address all variations of a theme that some chiropractors or manipulative patients might use to get around the spirit of the key element of the clause.
10. Page 14, 10.2 Chiropractor Health Clause c): Proscribing a specific component of public health policy in this document, except to push a specific agenda, is not necessary. The principles of good hygiene and sanitation are not proscribed here and they have infinitely more evidence backing their understanding and utilisation. This clause does not belong in this document and must be removed. If someone on the Chiropractic Board of Australia has an agenda or conflict in this area it must be declared.

Clauses that cause substantive concern

11. Page 2 Introduction 1.1, 3rd paragraph: This code will be used: to assist the Chiropractic Board of Australia (the Board) in its role of protecting the public by setting and maintaining expectations of good practice – if professional conduct varies significantly from this Code, chiropractors should be prepared to explain and justify their decisions and actions and serious or repeated failure to meet this Code may have consequences for registration.

    There may be a reason for a chiropractors conduct departing significantly from the code. For example; a chiropractor is developing a new technique or diagnostic tool that does not currently have the support of the profession. In this instance repeated failure to meet the code would be acceptable "with justification".

    The words "without justification" must be inserted after "repeated failure"

12. Page 4, 2.2 Good Care part o.): The words "accepted evidence base" should be removed and replaced with the words "currently accepted by peers." Given that there is no evidence that practitioners who utilise evidence based therapies have better outcomes than anyone else the inclusion of this clause has no basis.
13. Page 11, 9.2 Professional Boundaries clause c): "are often" should be replaced with "may be". If a chiropractor has a sufficient cooling off period before starting a relationship with a patient

after ceasing care he or she should not be under the spectre of being judged as being in an inappropriate relationship.

14. Page 13, 9.10 Investigations Clause b): There must be a definition of "anyone entitled to ask". This is an example of poor drafting and leaves a chiropractor open to all sorts of legal issues, particularly in relation to privacy.

Clauses that are unclear, difficult to understand or poorly worded

15. Page 1 Overview: second column, Definitions third paragraph, third sentence: Practice: "it also includes using professional knowledge in a direct nonclinical (sic) relationship with patients". If the relationship is non-clinical with a patient how is it included in practice? The intention of this clause is unclear. Its wording should be revised or it should be removed.
16. Page 4, 2.6 Decisions about access to care paragraph e): Awkward sentence structure in the first two lines. It is difficult to read and does not make sense. It needs re-wording if it is to be included at all..
17. Page 4, 2.6 Decisions about access to care, second column paragraph g): This clause does not appear to make sense as it is written.
18. Page 5, 3.4 Confidentiality and privacy clause b): This clause does not appear to make sense. Disclosing information to whom? What does this clause say that is not said in clause d)?
19. Page 7, 3.11 Adverse events and open disclosure, 1st paragraph last line: "When something goes wrong" should be replaced with "when an adverse event occurs". The casual language is not consistent with the remainder of the document

A clause that contains obsolete language.

20. Page 1 Overview: second column, Definitions second paragraph, last five words. "…whether renumerated or pro bono" This is an Australian document and the use of a foreign and obsolete language should not be tolerated. It is much better described in the next sentence as: "whether remunerated or not."

I respectfully submit that the Chiropractic Board of Australia amends the revised code to reflect the changes I have suggested.

Yours sincerely,

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