Dr Ken Stewart
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20 May, 2010

Dr. P. Donato
President
Chiropractic Board of Australia

Dear Dr. Donato,

Revised Draft Code of Conduct for Chiropractors

Thank you for the opportunity to make a submission to the Chiropractic Board of Australia (CBA) in relation to the revised draft Code of Conduct.

As a basic requirement for any such code, the CBA has provided an opportunity for the profession to have input into its development. I believe that the time frames the Board has provided for the profession to digest and comment on this Code are so short that the integrity of the Code is compromised.

There have been positive changes to the first draft of the Code. I believe that there are still many places in this revised Code which, by its language and contents, reflect poorly on the professionalism of the CBA and express an attempt to mold the practice of Chiropractic into something which is not representative of the way many chiropractors currently practice. I think that if there are members of the Board that have an agenda to change the practice of chiropractic then they should be required to reveal their position.

The CBA, in producing a Code which contains unclear wording, patronising language and inappropriate clauses, shows it fails to understand that the Chiropractic Profession has a history of a relatively low level of complaints and is a very safe and responsible profession. Further, this Code will become a legal document that will become the basis of possible legal action against chiropractors. The Board has a responsibility to provide clear guidance to the profession. The Board also must ensure that the Code does not provide restrictions to aspects of the practice of chiropractic that do not apply to other professions registered under the Health Practitioner Regulation National Law Act 2009.

Much of this draft Code includes sections and clauses which maybe satisfying from a bureaucratic viewpoint but cause the document to be unnecessarily long and in many parts irrelevant to a practicing chiropractor.

Examples of the above appear in the Overview:

"*This code seeks to assist and support Chiropractors …….. within an ethical framework*." Whose ethical framework?
"*Chiropractors have a duty to make the care of patients their first concern ……..*"
No, a chiropractor (as with everyone) has the duty to make their own health (in the broadest sense of this word) their first concern. All else follows.
"In some circumstances the relationship between a chiropractor and a patient may become ineffective or compromised and may need to end." Yes???

Section 1.2, 3rd paragraph that chiropractors have a role to not only promote health but to protect the health of the community.
What should Chiropractors should being doing to protect the community's health?

Clause (e) of section 2.6 states that the patient should not be denied care if reasonable steps can be taken to keep Chiropractors and their staff safe.
A chiropractor could reasonably choose not to continue to provide care to a patient for many of reasons, provided the patient did not require any immediate care and they took appropriate steps to make recommendations for referral to another practitioner.

Section 3.3 is patronising and inappropriate in the Code.
This section should either be deleted or at least rewritten in a less patronising manner.

Clause (b) of section 3.4 about seeking consent from patients before disclosing information "*where practicable*".
To my knowledge a practitioner is required to obtain the patient's consent before disclosing any patient information unless compelled by a subpoena.

Clause (e) of section 3.4 is irrelevant to chiropractic practice
Should be deleted.

Clause (e) of section 3.6 which states that there can be no financial disadvantage for early termination of an agreement.
Patients may receive a discount if they pay for visits in advance. Is the CBA suggesting that if the patient elects not to proceed with the care, that they should not forego the discount, even though they are electing to break the agreement?
If a patient accepts a discount as part of an agreement, then surely it is quite appropriate for that discount to be removed when a refund is to be provided, so long as the method of calculating any refund is well laid and clearly understood out before the agreement is entered into.

Clause (c) of section 3.7 duplicates clause (b),

The very definition of obtaining informed consent involves explaining risks of care and alternatives.

Section 6.2 and 6.3 are political statements that have no relevance to a professional code of conduct and should be deleted.

Section 8.1 is duplicated by 8.2.
This should be reworded into one clause.

Section 10.1 and 10.2 promotes the concept of Chiropractors taking care of their health.
It is not appropriate for a code of conduct to preach to practitioners about taking care of themselves, unless it can be shown to be unprofessional not to do so. Why in 10.2 (c) is knowledge of immunization included? Whose agenda is this Code working to? If this is going to be included why not include more relevant aspects of health such as eating well or exercising appropriately?

Appendix 1 clause (c) appears to preclude obtaining any contact information.
It is appropriate from a risk management point of view that anyone conducting a spinal screening should at the very least keep a list of the names of people they have screened and/or spoken to, in order to protect themselves from any subsequent claims.
Also people being screened will often want and request more information and should have the right to provide contact details in order to receive such information.

Thank you once again for the opportunity to provide input into this important document.

Yours sincerely

Dr Ken Stewart
Chiropractor