

20 May 2010

Attention: Chair
Chiropractors Board of Australia
natboards@dhs.vic.gov.au

Consultation Draft Code of Conduct for Chiropractors

Released by the Chiropractic Board of Australia on 7th May 2010

General comment

The NSW Chiropractors Board thanks the Chiropractic Board of Australia for taking on board most of the objections raised in its submission about the initial draft.

The second draft contains some errors of grammar, mostly misplaced commas, which the Board has not identified as they are likely to be picked up in final scrutiny. There are a few areas of awkward sentence structure that are confusing and the Board will identify those. There are a few clauses whose purpose is unclear and they should be removed or the wording revised. There is one clause that uses an unnecessary phrase in Latin unlikely to be understood by most chiropractors in Australia

There are some substantive concerns about the wording used and their implication

There are still a few demeaning phrases that should be removed. These 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 the Board feels should be removed.

The Board's concerns are grouped into the headings identified above.

Demeaning

1. Page 1 Overview: first paragraph, second line: "within an ethical framework" is a motherhood statement and is seen by some Board members as demeaning to the profession. It is not necessary and should be removed.
2. Introduction 1.1 : the 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.
4. Page 12, 9.8 Reports etc Clauses a) and b): these clauses are demeaning: removing “not misleading” and “and not omitting relevant information deliberately” removes the demeaning direction and does not alter the tone or spirit of the clauses.

Latin

5. Page 1 Overview: second column, Definitions second paragraph, last five words. “...whether remunerated or pro bono” This is an Australian document and the use of a foreign and obsolete language has no place. It is much better described in the next sentence as: “whether remunerated or not.”

Unclear, difficult to understand or poorly worded

6. 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”. The meaning of this clause is not clear.
7. Page 4, 2.6 Decisions about access to care paragraph e): Awkward sentence structure in the first two lines. It does not make sense.
8. Page 4, 2.6 Decisions about access to care, second column paragraph g): It does not make sense.
9. Page 5, 3.4 Confidentiality and privacy clause b): What exactly does this mean... it doesn't make sense as it is.
10. 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 wording is casual and not consistent with the remainder of the document.

Substantive

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.

The Board is concerned that 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” should be inserted after “repeated failure”

12. Page 4, 2.2 Good Care part o.): The performance of an individual chiropractor about who a complaint has been made or a lawsuit brought for negligence is on the evidence of peers, not the "accepted evidence base". There is no arbiter for "accepted evidence base". Having this clause as the standard on which a chiropractor is judged leaves the chiropractor at the whim of the Chiropractors Board of Australia and whoever they call as an "expert".

The presence of "accepted evidence base" also stifles the development of new techniques and procedures that may show promise but not be currently accepted.

It is a dangerous and restrictive inclusion and has no place in this document.

The words "accepted evidence base" should be removed and replaced with words to the effect of "currently accepted by peers."

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 d). References to Pharmaceutical marketing and drugs have no place in a chiropractic document. The paragraph would be acceptable if the words highlighted with strikethrough were deleted:

recognising that ~~pharmaceutical and other~~ marketing may influence chiropractors and being aware of ways in which practice may be influenced. e). not asking for or accepting any inducement, gift or hospitality of more than minimal value ~~from companies that sell or market drugs or other products~~ that may affect or be seen to affect the way chiropractors prescribe for, treat or refer patients.

Irrelevant and unnecessary

15. Page 3 first 1.2 Professional values and qualities: 1st paragraph: This has no part in a chiropractic document. It is a new inclusion. It did not appear in the first draft and the Board feels that it does not belong here any more than acupuncture belonged in the first draft.
16. Page 5, 3.4 Confidentiality and privacy clause e): Irrelevant and has no place in this document.
17. 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.
18. Page 13, 9.12 Financial and commercial dealings Clause c): The Board fails to see why specific gifts such as flowers and chocolates need to be prescribed. The prescription of details should not exist in this document
19. Page 14, 10.2 Chiropractor Health Clause c): Prescribing a specific component of public health policy is not necessary. The principles of good hygiene and

sanitation are not prescribed here and they have infinitely more evidence backing their understanding and utilisation. This clause should be removed from this document.

The Board respectfully encourages the Chiropractors Board of Australia to ensure that the concerns raised by it are reflected in the final guidelines.

Yours faithfully

A handwritten signature in black ink, appearing to be 'Amanda McEacharn', written over a circular stamp or seal.

Amanda McEacharn
Acting Registrar

