SCASA

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Oct. 7, 1991

Dr. John Miller, President
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Dear Dr. Miller:

I have received your letter of October 1, 1991, as well as a fax copy of the letter from Dr. Matthew Givrad. I thank the two of you, as well as Dr. Carl Cleveland III, for your time and efforts during our meeting in Kansas City, Missouri.

In response to your statements, SCASA continues to believe that the product of the negotiation efforts provided a very positive solution whereby the profession would have one accrediting agency that could serve the full community of interest and guarantee high accreditation standards. Based on the results of that effort I, like you, feel it would be a shame if a solution cannot be reached.

It was SCASA's understanding that the purpose of the negotiation process was to investigate and offer changes to the CCE standards which would accommodate the full community of interest in the profession. As stated above, SCASA feels that the result of the negotiation effort served that purpose. However, the unilateral changes made by the CCE board on August 23, and the subsequent clarification of those changes offered by Dr. Givard, as chairman of the Commission on Accreditation (COA) of CCE, have revealed a paradox which would block SCASA member colleges from being eligible to make application to CCE.

Dr. Givrad has, through written word and oral discussion, confirmed that the COA of CCE must first determine eligibility of an institution before an application can be considered. Found among the eligibility criteria outlined on pages 8 and 9 of the standards, section A.1.a., in item (9) which states: The institution must (a) embrace the mission and goals of CCE, and (b) demonstrate that it

offers programs, the content, scope and organization of which embrace the standards.

The paradox revolves around item (b) above and the Clinical Competency Document which is an integral part of the standards. SCASA could have readily embraced the Clinical Competency Document as negotiated. The negotiation language allowed an institution to address those competencies which would be consistent with its mission and goals. However, on August 23, the CCE board re-established language which would now require SCASA member colleges to embrace all of the clinical competencies, several of which are not germane to their programs.

The paradox is fully appreciated when the above situation is united with the eligibility criteria. If SCASA accepts the language now found in the introduction to the Clinical Competency Document (part of the standards), its member colleges become ineligible by default since SCASA schools have programs which do not embrace certain competencies found in the document. Paradoxically, the CCE now states that an institution may address the competencies consistent with its mission and goals, but only if the institution's programs embrace all of the competencies in the document. Since an institution's mission and goals drive its programs, how is it possible to have programs which are not compatible with certain competencies and still fulfill the criteria for eligibility which states that all the competencies must be embraced? Should SCASA accept that element of the standards, then absorption rather than accommodation would result, since SCASA colleges would have to change their programs to be eligible for application.

In the interest of resolving this problem, SCASA proposes that the CCE reconsider the prenegotiation language or address the issue of competencies by requiring institutions to adhere to those competencies which are common to all jurisdictions and can be legally applied under their respective scope of practice laws. Any competency now or in the future that fits this description would become a requirement. Certainly, the states would uniformly require fundamental competencies in the areas of clinic protocols, patient history, orientation, and the chiropractic examination including a report of non-chiropractic findings. In addition, to continue to assure patient safety, competency would be required in roentgenology, establishing a clinical impression, determining a regimen of chiropractic care, and proper case management including record-keeping and patient follow-up. Other competencies which may be appropriate to one or more schools of thought, but not common to all, could readily be approved on a case-by-case basis.

The above proposal would have the effect of offering other competencies relative to the description of content, scope, and organization of the programs of the college. Thus, all colleges would follow a base line of competencies established by the criteria described above, with the latitude to justify any additional competencies which would support their unique programs.

SCASA does not believe this represents a "pick and choose" concept, since each institution would have to address competencies uniformly practiced in all jurisdictions. Furthermore, each institution would have to justify inclusion of additional competencies which would support its programs.

It is SCASA's perspective that it is more prudent to mandate those competencies which are legally practiced in all jurisdictions, while permitting latitude to the various institutions to embrace a broader scope when justified, rather than mandate competencies because they are either currently required in a limited number of states or may at some time in the future be applied in certain jurisdictions.

Additionally, Dr. Givrad has offered to send me a copy of CCE's existing policy regarding the application of offering competencies in the clinic versus classroom setting. I am anticipating receipt of that policy.

One further point that was discussed during our meeting in Kansas City involved the autonomy of the institution to define chiropractic care as it relates to its programs. During our conversation we were left with the understanding that the institution would assume that role. Dr. Givrad's letter of October 4, states that there may be need for further delineation and definition of the term "chiropractic care." We are concerned as to when and under what circumstances the further delineation and definition would be considered. I would appreciate your response to this issue.

It is significant that the issues addressed in this letter, including the existing paradox, were resolved as a result of the negotiation process. Although the changes adopted by the CCE on August 23, have rejuvenated these issues, SCASA remains committed to resolving them. SCASA continues to be open and supportive of one accrediting agency for the profession and will remain fully cooperative with all concerned to bring that vision to reality.

Recognizing the significance of the problem areas outlined above, I sincerely hope that the CCE will consider whatever effort is necessary to arrive at a resolution. In this regard, SCASA stands ready to participate in any cooperative manner.

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FAXED and FEDERAL EXPRESS

October 9, 1991

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Dear Dr. Boone:

Thank you for your letter of Monday, October 7, 1991. I will not waste any time getting to the point. In my view, the conversations that have taken place over the past several months were intended to serve one purpose: to provide the three chiropractic colleges presently holding status with the Straight Chiropractic Academic Standards Association (SCASA), with a reasonable level of comfort, respecting their prospects for achieving status with the Council on Chiropractic Education (CCE) within a discrete period of time. I believe that the unconditional actions taken by the CCE

board in significantly amending the CCE Standards for Chiropractic Institutions (standards), and the explanations offered by the chairman of the CCE Commission on Accreditation (COA) respecting the applications of the standards, eliminate any remaining doubt that the three colleges have open access to the CCE accreditation process and a completely fair opportunity to achieve status with CCE. I know that we have now made it abundantly clear that there is no "litmus test" of chiropractic orthodoxy, no requirement that specific procedures be made a part of a college's clinical program, and no prescribed curriculum. We have also affirmed that while there is a set of educational expectations, including "clinical competencies" that must, in some fashion, be incorporated into the curriculum of an accredited institution. We have also strained to make clear that the incorporation of those elements is in accordance with and informed by the scope and mission of the institution.

We have also stressed that the role of the CCE and COA is to work with colleges to help them meet the standards. This begins with a review of a college's scope and mission and is completed through an evaluation of how the college's academic program (and other support elements) achieve the college's self-enunciated goals. I thought COA Chairman, Dr. Matthew Givrad's lengthy explanations of the implications of the changes in the standards, as well as the CCE's willingness to act in an extraordinary session to materially revise the standards in response to the concerns expressed by the SCASA colleges, as well as its decision to make the changes absolute instead of conditioned on a SCASA/CCE agreement, should have made crystal clear that perceived barriers have now been forever banished.

I am therefore disappointed that you have concluded that the revised standards fail to satisfy those concerns. I can only respond that you are mistaken in your conclusion that the colleges presently accredited by SCASA would be caught in what you term a paradox. The wide diversity among CCE accredited colleges as to philosophy, scope, mission, and program belies any such conclusion.

I do not believe your proposal that the CCE standards be keyed to a "lowest common denominator" approach (that is, requiring only those competencies required by every jurisdiction) is either realistic or educationally sound. Indeed, I am convinced that the vast majority of practitioners as well as state licensing officials would reject such a basis for the establishment of educational standards. The task of an accrediting agency is to ensure educational quality and integrity, not to encourage institutions to teach to the minimum possible requirement. Nor would adopting such a standard speak to the need to support an educational program that is widely accepted by the profession and by the public agencies charged with the licensure of chiropractors.

I have previously informed you that the action taken by the CCE board in substantially amending the standards is not subject to further revision until the next regular meeting of the CCE, which will occur in the winter of this year. I believe that decision to be inviolate. However, in unconditionally adopting most of the changes sought by the SCASA negotiators, CCE has made it abundantly clear that we welcome the three colleges into our fold, and we are prepared to work with each of them to facilitate that process. That is a very serious commitment, one that is supported by the entirety of the CCE.

Finally, I am compelled to correct the assertion made near the end of your letter that the SCASA/CCE negotiators "resolved" certain issues in the CCE standards. I am sure you did not intend to convey the impression that the negotiators did anything more than try to arrive at a set of recommendations for consideration by the governing bodies of their respective organizations. I know you would agree that the negotiators were never vested with decision-making authority by either body. That those recommendations were not adopted in their entirety by our board of directors was certainly no surprise to anyone; as a matter of fact, you will recall that we repeatedly stated that only the full CCE board could, in fact, modify the CCE standards. The changes in the

standards were made for the express purpose of including as many of the negotiator's recommendations as possible. Quite honestly, I was personally pleased that after long and careful deliberations, so many of the recommendations were finally incorporated into the standards by the CCE board.

Therefore, while your decision brings the negotiations between CCE and SCASA to a close, I do not believe that action should be construed as in any way impairing the ability of the three colleges to seek and obtain CCE status. The SCASA/CCE negotiations were only intended to develop a mechanism to facilitate the application of the three colleges to CCE. Even absent such a negotiated mechanism, the CCE board and COA are firmly on record as welcoming the application of these colleges, and regardless of the expiration of the SCASA/CCE discussions, we are committed to working with the colleges to assist in ensuring their continued viability through the process of voluntary accreditation. Let me add that Chairman Givrad assures me that several of the procedural steps recommended by the negotiations, particularly respecting the composition and training of visiting teams, will certainly be incorporated into the procedures that will be used in evaluating the three institutions should they begin the application process. Coupled with the revised standards, those procedures should further facilitate the transition of the three colleges.

The process we have collectively undertaken has sensitized us to some concerns and perceptions, and CCE has sought to aggressively address those concerns and perceptions without sacrificing its commitment to the integrity of the accreditation process and the educational merit of the standards that undergird that process. Thus, while these negotiations have not resulted in an agreement between our two organizations, I am convinced that much good has come out of the process, to the benefit of chiropractic education generally and to help assure the future of the three colleges in particular.

John L. Miller, D.C., President
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NOVEMBER 1991

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