

Violation of patient consent



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Violation of Patient Consent In the article “ Breach of Confidentiality: Did the Patient Have a Case?”, a medical case was brought up in which the working patient with ulcer was the plaintiff and her doctor was the defendant under trial. On the one hand, the patient argued that no discourse took place between her and the doctor regarding her problem with peptic ulcer yet contradictory to this, the defendant doctor claimed that the patient expressed full consent for the medical examination to be carried out for the sake of the plaintiff’s employer aiming to obtain a medical record of the employee based on the prevailing health conditions of the latter at the time. Though the meeting at the doctor’s office was held in dispute being the point of divergence from the two statements, the hearing managed to establish that at least both the doctor and the patient accurately identified each other due to recollected encounters at the hospital’s ER.

Apparently, the violation indicated that no authorization to examine was given to the defendant by the plaintiff such that factual details of results may not be divulged to the third party - company or employer of the patient - unless her full consent was granted. To help settle the issue, it was found that a form from the side of the third party had been signed by the patient worker and it particularly reflected that “ she understood her medical record would form part of the company’s permanent record of her employment (Can. Fam. Physician, 790).” Her decision to have done so by signing was taken into account as a proper authorization and as an additional relief to the direction of the case, the doctor presented evidence wherein the medical documents handed over to the employer merely consisted of the information on the normal x-ray which the patient herself supplied the physician with. Moreover, the defending party proved innocence toward the alleged breach

of confidentiality by showing the court an available note which manifested the patient's written compliance to be examined by the physician. A portion of the defendant's query about " indigestion" was responded to with " not now" by the plaintiff and this served another indispensable proof of the event of their conference within the doctor's premise (Can. Fam. Physician). The judge, accordingly, recognized that there emerged a cause of action when the plaintiff conveyed upset feelings on the basis of her misguided understanding of the breach of trust which she suspected to have occurred between her and the defendant. After supporting evidences from either side were thoroughly analyzed and carefully weighed, however, it turned out that indeed a discussion of the patient's concern with ulcer transpired in the office of the attending physician who was also the defendant. Furthermore, the court perceived evasiveness in the attitude of the plaintiff whose expectation rested upon the hope that the doctor would provide false evaluation of her situation with ulcer to the company in third party by which she was employed.

Through the verdict and with fair considerations over the initial findings, the conflict could have been resolved had the doctor thought more seriously about the value of confidentiality in the patient's point of view. Even if the College of Physicians and Surgeons did not necessitate any disciplinary action to cover the matter, it was pointed out that the doctor should have exercised more prudence in the decision to examine the patient much as he ought to have regarded with deeper interest the delicate task of specifying exactly which details can be disclosed and the extent of such disclosure to the third party.

Reference

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Can. Fam. Physician. "Breach of Confidentiality: Did the Patient Have a Case?" CFP-MFC. Vol. 28: Apr 1962. Retrieved from <http://www.ncbi.nlm.nih.gov/pmc/articles/PMC2306574/?page=1> on May 24, 2012.