

Nevada Board Reverses Stance on Informed Consent

Editorial Staff

In the Feb. 26, 2004 issue, we reported that the Chiropractic Physicians' Board of Nevada was attempting to apply the legal concept of "informed consent" to doctor/patient dating, and outlined the myriad potential problems inherent in taking such a position.

Apparently, the board listened (read), because on March 13, it voted to "repeal the recently adopted regulation regarding the informed consent approach regarding romantic relationship between doctor and patient." According to Stephanie Youngblood, DC, president of the Chiropractic Physicians' Board of Nevada, "The board will hold public hearings and follow the LCB process."

Prior to the reversal, the board's informed consent form stated:

A licensee must obtain the informed consent of a patient with whom the licensee is having a dating relationship each time before the licensee performs chiropractic services on the patient. The consent must be in substantially the following form:

"I am having a dating relationship with _____ (name of chiropractor) and I consent to receiving chiropractic services on _____ (date) from this chiropractor.

(date)

(signature of patient)

In our original article, Michael Schroeder, vice president of the National Association of Chiropractic Attorneys, who has handled numerous malpractice cases over the last 20 years, commented: "This form is completely meaningless as an informed consent form because it does not disclose any potential risks of a doctor/patient dating relationship."

"A sharp attorney for the patient might pursue legal action based upon the concept that the agreement is valid and binding on both sides," noted Schroeder. "They might contend that the doctor had failed to supply the necessary information regarding the likely outcome of the relationship. In this case, the doctor would be facing the worst of all worlds. He or she could be sued by a patient for a civil complaint involving failure to provide information in a dating contract. The purported damages for emotional distress, pain and suffering, etc., could prove quite substantial and would not be covered by malpractice or most other types of insurance."

"The bottom line is that if a doctor wants to date his or her patient, that doctor should first release that patient into the care of a different doctor before initiating a personal relationship. Any other course of conduct is simply too risky," added Schroeder.

