

Care provided by specialist clinic (12HDC01266, 16 December 2013)

Specialist clinic ~ Sexual dysfunction ~ Information ~ Consent ~ Prescribing ~ Coercion ~ Exploitation ~ Rights 2, 4(1), 4(5), 6(1), 7(1), 10(3)

A man in his twenties consulted a doctor at a specialist clinic for assistance with premature ejaculation, after hearing the clinic advertise its services on the radio. The clinic offers treatment for erectile dysfunction and premature ejaculation.

The doctor asked the man about his general health and the medication he was taking, but she did not examine him before recommending and prescribing him with a nasal spray, which was a clinic medication. The man was not provided with information about other treatment options, and was not advised that the medication was being prescribed on an “off-label” basis. The man said he felt pressured to sign the contract for treatment with the clinic.

The man contacted the clinic about three days after he received the nasal spray to advise that it was burning his nostrils. The clinic sent him some pills instead. The man contacted the clinic again to advise that he had trouble sleeping when he took the pills, and the clinic prescribed him lozenges. At no stage did the clinic inform the man’s GP that the man had been prescribed clinic medication.

The following year the man injured his back and began taking pain medication. The clinic advised the man that he should “maybe not take [the medication] together”. the man tried to cancel his contract but was unable to do so. Over a year later, the man’s GP prescribed him with citalopram for depression. A few months later, the man told his GP that he was taking the clinic’s medication. The GP advised him of the risks of taking the clinic medication with citalopram, and advised him to check with the clinic about the appropriateness of taking the medications together. The man attempted to contact the clinic, but did not get a response.

The clinic breached Right 6(1) because the man was not informed: that the treatment the clinic recommended for him was not the accepted “first line” treatment for his condition; that the medication was being prescribed on an “off-label” basis; about the relative risks, benefits, and costs of alternative treatment options; or of how to best take his medication. the man was also not provided with information about the range of treatment options, including options not offered by the clinic. This was information that the man could reasonably have expected to be provided with prior to consenting to treatment. Because the man did not receive adequate information about the medication being recommended and prescribed for him, he was unable to give his informed consent to treatment. Accordingly, the clinic also breached Right 7(1).

The clinic failed to ensure the continuity of services to the man because it did not seek the man’s permission to share with his GP information about the clinic medications the man had been prescribed, and did not explain to him the benefits of doing so. In this respect, the clinic breached Right 4(5). The clinic’s failure to respond to the man’s queries about the appropriateness of taking his clinic medication with medication prescribed by his GP was inadequate and a breach of Right 4(1). The man’s follow-up care was also inadequate and a breach of Right 4(1).

The man felt pressured to sign a contract with the clinic. When he attempted to withdraw his consent to services and cancel his contract with the clinic when he injured his back, he was unable to do so. The clinic coerced and exploited the man, and breached Right 2. The clinic's failure to engage with HDC to facilitate the resolution of the man's complaint showed a disregard for the man's rights and its responsibilities as a provider of health services. The clinic breached Right 10(3).