



Closed Claim Study

Traumatic Eye Injury and Patient Abandonment

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ALLEGATION

Failure to go to ER to see patient and failure to wait for or reschedule a missed office appointment.

DISPOSITION

Case settled for \$10,000 prior to litigation.

Case Summary

A 25-year-old female presented to an emergency room after accidentally stabbing herself in the left eye with a knife while she was picking up her child. The emergency room physician performed a slit lamp examination and noted an intact pupil, a partial-thickness laceration in the lower tangential cornea touching the sclera, specks of blood in the laceration, an intact anterior chamber, and normal fundus. He contacted the on-call ophthalmologist to set up a follow-up appointment for the next day. The patient was discharged with instructions to apply Erythromycin ointment and a double patch for a period of 24 hours. The next day, the patient failed to show up at the ophthalmologist's office for her 9 am appointment. At 9:40 am, she contacted the insured as he was driving back home to say she had just woken up, would need to find a sitter for her child and a ride to his office, and could arrive there in an hour and a half. The insured became angry and instructed the patient to proceed to the ER or seek treatment from another physician. At 10:35 am, the patient presented to a different ER and was diagnosed with a full thickness corneal laceration with hypopyon. She underwent multiple procedures, was twice readmitted to the hospital, and ended up with a VA of 20/40 OS, correctable to 20/25.

Analysis

When he telephoned the ophthalmologist, the ER physician informed him that the patient had suffered a laceration that had not entered the anterior chamber, and assured him that he was comfortable performing the eye exam and didn't need the ophthalmologist to see the patient in the ER. Experts who reviewed the records felt the ER physician failed to diagnose a full-thickness laceration and the ophthalmologist did not ask enough questions to verify the diagnosis (e.g., is the anterior chamber clear or are there white or red blood cells?). Moreover, if the insured had seen the patient in the ER, he probably would have sutured the laceration and prescribed

antibiotics, thereby substantially reducing the patient's subsequent problems. An attorney retained by OMIC to review the defensibility of this case prior to formal litigation feared the plaintiff might successfully argue that by agreeing to examine the patient the day after the ER visit, the insured had established a physician-patient relationship. Therefore, his refusal to return to the office to examine the patient might constitute abandonment and arguably could have contributed to the subsequent complications that required multiple procedures. The attorney's main concern, however, was that the potential venue in which the case would be tried was an urban center known to be plaintiff-oriented. The insured agreed that the best course would be to settle the case, which OMIC was able to do for an amount far below the plaintiff's demand.

Risk Management Principles

There were several things the ophthalmologist could have done to promote patient safety and reduce his liability risk. First, knowing the risk of a full-thickness corneal laceration, he should have taken a more active role in the phone conversation with the ER physician and then carefully documented the call. If the answers to his questions raised concerns, or he couldn't rule out a full-thickness laceration, he should have evaluated the patient himself. Although his anger at the patient's delay in presenting to his office was understandable, especially on a Sunday, it did not relieve him of his duty to provide ongoing care to a patient with an acute condition whom he had agreed to treat. Once a physician-patient relationship has been established, a physician has an ongoing responsibility to the patient until the relationship is terminated by one of the parties. In order to terminate the relationship, the physician must give the patient written notice sufficiently in advance to allow the patient to secure the services of another physician. Before sending such notice, however, acute problems must be resolved. All ER patients referred for follow-up arguably have unresolved acute problems, so the on-call physician must either continue to treat the patient or arrange for another physician to do so. In this case, the insured should have carefully queried the patient about her condition; this likely would have revealed the need for urgent care, and he could have offered to meet her at the ER to provide it. See "Terminating the Physician-Patient Relationship" at www.omic.com.