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Ophthalmic Risk Management Digest

OMIC DIGEST

Honesty the Best Policy When Things Don't Go Well

By Anne M. Menke, RN, PhD

Anne Menke is OMIC's Risk Manager.

Faced with a medical error, patients want their doctor to do three things: explain what happened, say he or she is sorry that the patient experienced the poor outcome, and assure the patient that steps will be taken to prevent the same thing from happening to others.[1] While many physicians want to talk to their patients in this way about errors and other adverse events, they may hesitate to do so for a variety of reasons. Some fear that disclosing errors and complications may prompt a lawsuit. Others may lack the communication skills necessary to respond to a patient's anger and grief with compassion rather than defensiveness. When other health care providers or organizations are involved, some physicians may feel conflicting loyalties or be concerned about the impact of a disclosure discussion on collegial relationships, referral patterns, or credentialing.

Ophthalmologists calling OMIC's Risk Management Hotline frequently ask for advice about revealing errors, offering apologies, or waiving fees. OMIC's approach is founded on the principles of honesty, compassion, and fairness to both the ophthalmologist and the patient, and is designed to help minimize the risk and severity of claims and lawsuits. Over the years, articles in *Argus* (now published by the American Academy of Ophthalmology as *EyeNet*) and the *OMIC Digest* have offered advice on this topic. Dr. Jerome Bettman noted that "when complications arise, honesty is the best policy." He encouraged physicians to "tell the patient what has happened as soon as possible." Dr. Byron Demorest advised that "waiving your bill may avert a claim following a poor clinical outcome." Paul Weber, vice president of OMIC's Risk Management/Legal Department, reminded insureds, "don't be afraid to say you're sorry."[2]

OMIC's claims experience indicates that whatever the event or situation, communicating with the patient or patient's family about the adverse outcome sympathetically and non-defensively within the shortest appropriate time period may

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MESSAGE FROM THE CHAIRMAN

This October will mark 20 years since the American Academy of Ophthalmology challenged the traditional insurance industry and launched the first and only professional liability insurance carrier exclusively for ophthalmologists. From a fledgling start-up risk retention group in 1987, the Ophthalmic Mutual Insurance Company has become one of the nation's most respected medical liability carriers as well as the Academy's most successful sponsored program. OMIC has long been recognized as the industry leader in ophthalmic underwriting, claims defense, and risk management, and we are one of the few liability carriers to post positive year-end earnings every year that we have been in business.

Last year was OMIC's most successful year of operation. Our year-end 2006 financial results will be recognized as a significant accomplishment throughout the industry and among our peers. OMIC's financial ratios improved steadily in recent years because the board and management took the necessary, and sometimes difficult, steps to meet our financial obligations to a larger insured base and achieve the favorable ratios used by rating agencies to measure an insurer's financial health.

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Eye on OMIC

OMIC

The Ophthalmic Risk Management Digest is published quarterly by the Ophthalmic Mutual Insurance Company, a Risk Retention Group sponsored by the American Academy of Ophthalmology, for OMIC insureds and others affiliated with OMIC.

OMIC, not the Academy, is solely responsible for all insurance and business decisions, including coverage, underwriting, claims, and defense decisions.

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A.M. Best Upgrades OMIC's Financial Strength Rating to A

AM Best Company announced in May that OMIC's financial strength rating would be upgraded to A (Excellent) with a stable financial outlook based on OMIC's solid financial position and sound operating fundamentals. OMIC had maintained an A- (Excellent) financial rating since 1996.

According to the announcement from Best, the A rating reflects "OMIC's strong operating performance, strengthened risk-adjusted capitalization, conservative balance sheet, and commitment to pricing and reserving adequacy." The rating agency also acknowledged OMIC's leadership position within the ophthalmic professional liability market and historically strong policyholder retention rate.

A.M. Best takes into account many factors when assigning a carrier's rating, including the inherent market risks associated with the medical professional liability insurance sector as they relate to price competition, legislative (tort) reform, loss cost trends, and regulatory challenges.

"OMIC's strong financial position has been enhanced by management's response to adverse claim trends as well as rising defense costs by continuing to conservatively establish loss reserves and by implementing appropriate rate adjustments," according to the Best rating report. "Recent results have also benefited from the company's ability to increase its policyholder base as a result of the market dislocation in prior years, legislative reform that has taken place across the country, and lower claim frequency. Through prudent underwriting, effective risk management programs, aggressive claims handling, and favorable geographic diversification, OMIC has provided a stable market for professional liability insurance for ophthalmologists..."

OMIC joins a select group of professional liability carriers that have financial strength ratings of A, A+, or A++. A strong rating from A.M. Best is one of several criteria to consider when evaluating an insurance program's financial strength and ability to meet its obligations to policyholders.

You may view the complete rating report at www.omic.com or www.ambest.com.

Message from the Chairman

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We were, therefore, particularly gratified to receive word from A.M. Best Company that it had upgraded OMIC's financial strength rating to A (Excellent) from A- (Excellent) with a stable financial outlook (see **Eye on OMIC**). While the results of the past year weighed significantly in Best's decision to recommend the upgrade, equally important was OMIC's track record of profitability during each year of its existence and particularly the last four years.

OMIC has been able to maintain adequate rates in a responsible manner, allowing for the most affordable premiums to its members, while actuarially ensuring enough profit for future capacity to protect its membership. Proper levels of reserves and surplus are required to cover claims and add future members. With the success of recent years, made possible by our conservative underwriting practices along with our unsurpassed claims adjusting and risk management services, OMIC has positioned itself to serve its membership for many years to come.

Rest assured that the management of OMIC, along with your elected board of directors, will not rest on its laurels. It is our mission to continue to provide the very best of coverage and services at a reasonable premium far into the future. In this very competitive marketplace, OMIC continues to grow and retain members, a testiment to our commitment to protect ophthalmologists across the country.

As an OMIC insured or potential insured, you should consider this A rating from Best to be an indication of OMIC's strength as a company. Combined with OMIC's 20-year success story, this rating upgrade by the respected A.M. Best Company should give you confidence that OMIC will be there for you in the future and that our concept of Ophthalmologists Insuring Ophthalmologists is unparalleled in the industry.

Joe R. McFarlane Jr., MD, JD
OMIC Chairman of the Board

Policy Issues

Apologies and Insurance Coverage

By Kimberly Wittchow, JD, OMIC Staff Attorney

There has been much recent dialogue among health care providers about the value and importance of apologizing to patients for unexpected outcomes. While saying "I'm sorry" communicates to the patient the physician's sympathy and may discourage the patient from filing a malpractice lawsuit, some providers fear that an apology may jeopardize their insurance coverage for a claim based on the incident.

Cooperation Clause

OMIC's policy does not preclude insureds from apologizing, and, as discussed in the lead article of this *Digest*, OMIC encourages such open and empathetic communication with the patient. However, OMIC's policy does require that insureds not admit liability or make any payment, assume any obligation, or incur any expense without OMIC's prior written consent (Section VIII.9.d. of the policy revised 01/01/2007). If they do, this is a breach of the Cooperation Clause, the outcome of which can be denial of coverage of the claim (Section VIII and Section VIII.9 of the policy).

It is important, therefore, to differentiate between an apology and an admission of liability. In your communication with the patient, you should express compassion, focusing your words on the patient's outcome and feelings, such as "I am sorry that you…" or "I am sorry for your…" rather than on your actions "I am sorry that I…." If a clear-cut error has occurred, do communicate this, focusing on the facts of the outcome. Do not speculate about what might have occurred or who might be at fault. Much of the time the cause of an error or unanticipated outcome is not immediately known. And an error that occurred may not be the cause of the particular bad outcome.

While apologizing in this context is expressing regret for the outcome that occurred, admitting liability is saying to the patient that the outcome was your fault and that you are responsible for any damages incurred. By stating this to the patient, it becomes much more difficult, if not impossible, to later defend your care or refuse to compensate the patient if it turns out that the poor outcome was not caused by your negligence. Since OMIC insures you, you are potentially obligating OMIC to pay for damages that may not be warranted or should not be attributed to you. That is why OMIC requires that you confer with your insurance carrier before making any admissions of liability or assuming any obligations or expenses. Complications can occur without you having done anything wrong.

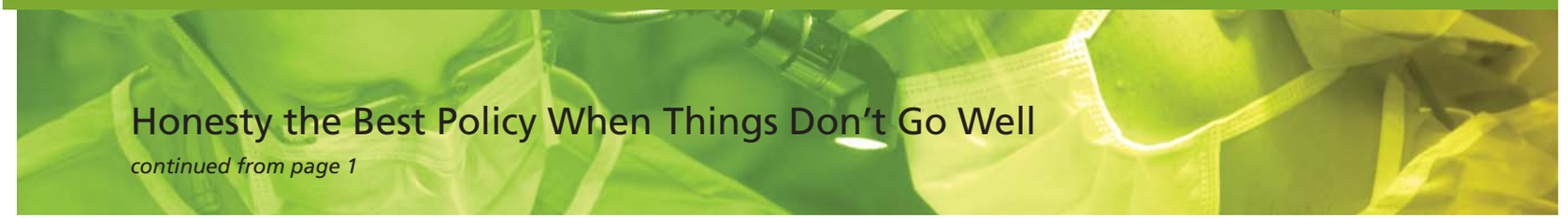
"I'm Sorry" Laws

As you are probably aware, many states have enacted "I'm Sorry" laws, which permit doctors to apologize to patients without the apology being used against them at trial as evidence of negligence. The laws vary by jurisdiction; they may protect oral statements only, provide a timeframe within which such statements must be made in order to be protected, or provide a broader exemption for all statements of apology or commiseration. Even if your state has an "I'm sorry" statute, you should practice caution when you communicate the facts of the outcome and express your sympathy to the patient. Even when you are careful, patients may hear words of condolence and explanation as admissions of liability. The sooner you talk to OMIC's risk management specialists, the easier it will be to discern the proper way to talk to the patient and respond to the unanticipated outcome.

Beyond "I'm Sorry"

The following is an example of a situation that might fall under the proscription of the cooperation clause. An unanticipated outcome occurs. It was a known complication, but it has never happened to you, and you are upset. The patient, seeing the poor result, is angry. You immediately blame yourself and feel you must have done something wrong. You apologize profusely to the patient. You say that the bad outcome is your fault and you would like to not only refund the patient her money, but pay her $10,000 for the inconvenience and potential pain and suffering of going through a second surgery. She agrees and you state in writing to the patient that you made a mistake while performing the surgery, which resulted in the patient's poor outcome, and you enclose $10,000 as payment of damages. Later, you review a video of the procedure and realize you did nothing outside the standard of care. You belatedly recognize that the outcome was an unfortunate risk of the procedure. Even though you paid the patient $10,000, you did not have the patient sign a release and she sues you. You follow up with OMIC. OMIC may refuse to defend you or pay any damages, as you have seriously damaged the defense of your claim in violation of the Cooperation Clause.

Such a situation can easily be avoided by promptly communicating with OMIC regarding any malocurrence. Additionally, following OMIC's Risk Management Recommendations, as found in "Responding to Unanticipated Outcomes," will help you to openly, honestly, and empathetically communicate with the patient while minimizing your personal liability.



Honesty the Best Policy When Things Don't Go Well

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help dispel much of the patient's anger, confusion, and distrust. A patient's belief that he or she is not being told the whole story, or is not being given the opportunity to ask the physician questions and vent feelings, often provokes a decision to seek the advice of an attorney and pursue a medical malpractice claim against the ophthalmologist. Indeed, studies have shown that patients who sued their physician often did so because their doctor did not help them understand what happened.

Patients who experience unanticipated outcomes are often confused about the difference between a poor or unsatisfactory outcome—a maloccurrence—and malpractice. An unanticipated outcome may or may not be the result of error or negligence, and not all errors are the result of medical malpractice. In fact, further investigation into an unanticipated outcome or allegation of negligence may reveal that what initially appeared to be malpractice was actually the result of the disease process itself or an unforeseeable or unpreventable complication of a risky, or even life- or vision-saving, treatment. To assist policyholders in dealing with patients following unanticipated outcomes, OMIC offers confidential, individual counseling through our Risk Management Hotline at (800) 562-6642, ext. 651. During these conversations, we help the ophthalmologist prepare for disclosure discussions, conduct an event analysis to evaluate the causes of unanticipated outcomes and improve patient outcomes in the future, respond to complaints, and weigh options when faced with a request for a refund. OMIC's detailed recommendations on "Responding to Unanticipated Outcomes" are available as a document from our web site and are applied to case studies in two presentation formats, a CD and online course. This issue of the *Digest* illustrates many of these approaches. This article presents how an error, a complication, and unmet expectations were handled by three OMIC policyholders. **Policy Issues** discusses apologies in relation to OMIC's policy coverage; the **Closed Claim Study** examines fee waivers; and the **Hotline** discusses waivers, refunds, and indemnity payments.

"Taking the High Road" When an Error Occurs

A 44-year-old man presented for bilateral LASIK correction of hyperopia. The next day, he reported significant visual difficulties, which examination revealed were due to high hyperopia and astigmatism. The ophthalmologist explained that the results were not what he expected. He told the patient he wanted to review the records and asked the patient to return the next day. The ophthalmologist contacted OMIC when he discovered that the patient had been treated with another patient's laser settings. The physician explained that the first patient of the day had cancelled his surgery and that the second patient did not correct staff members when they repeatedly called him by the other patient's name.

The ophthalmologist planned to tell the patient what had happened and provide treatment to address his visual difficulties at no charge. We agreed with his approach. After unsuccessful trials of contact lens and glasses, the patient underwent refractive lens exchange with implantation of a toric lens, followed by bilateral LASIK to treat residual refractive error, all at no charge to the patient. While his UCVA was 20/20 on the first postoperative day, his vision quality later deteriorated. At that point, the patient not only stopped seeing the surgeon, but sought legal advice.

An independent medical examination confirmed central irregular astigmatism that could not be corrected surgically, and BCVA of 20/80 OD and 20/100 OS. The ophthalmologist was disheartened that an error had harmed his patient but remained proud of "taking the high road" to stand by his patient and develop better patient identification policies. His honest, compassionate response was acknowledged by the plaintiff and his attorney. The case was settled for $85,000 on his behalf; the refractive surgery center paid $15,000.

Failure to Disclose Is Difficult to Defend

As sometimes happens in cataract surgery, a tear occurred in the posterior capsule, allowing a small fragment to drop into the posterior chamber. The ophthalmologist performed a minimal anterior vitrectomy and proceeded to place the IOL in the posterior chamber. Postoperative visual acuity was 20/100, with the IOP elevated at 30. The surgeon prescribed anti-inflammatory, antibiotic, and pressure-lowering drops. Over the next ten months, the IOP fluctuated from a low of 18 to a high of 38, with VA progressively declining to LP. On the last visit, the patient expressed her unhappiness about the outcome and promised to seek a second opinion.

The patient was true to her word and ultimately filed a lawsuit, during which she learned for the first time of the intraoperative complication. Defense and plaintiff experts agreed that the surgery was indicated and that the complication itself was evidence of a maloccurrence rather than malpractice. Unfortunately for both the ophthalmologist and the patient, they also concurred

in their criticism of the surgeon for neither documenting nor disclosing the complication. Furthermore, they noted that the postoperative management was negligent in that no effort was made to find or remove the lost fragment, despite ongoing problems with elevated intraocular pressure and decreasing visual acuity. They felt that an early referral to a retinal specialist could have resulted in a better outcome for the patient. The policyholder agreed, and the patient was compensated $200,000.

As this case demonstrates, physicians are often reluctant to inform patients of complications, but patients clearly want to be told. Indeed, one study showed that 98% of patients want to be informed of even a minor error, and the more severe the outcome, the more patients and families desire information. While 92% of patients thought they should always be told about complications, only 60% of physicians thought so. Similarly, 81% of patients said they wanted to know about future adverse outcomes associated with complications, but only 33% of physicians thought patients should be told about such adverse outcomes.[3]

OMIC policyholders who are unsure about whether and how to disclose an adverse event to a patient can discuss the matter with our risk management specialists. Had OMIC been consulted in this situation, we would have encouraged the ophthalmologist to approach the patient at her postoperative visit with the following information: "Mrs. Jones, as you noticed, your vision is not what you and I expected, and your eye pressure is high today. Yesterday, there were some problems during the surgery. Part of your lens fell into the back of your eye. If I had removed it, your eye could have been injured. I am putting you on some drops to control the pressure and swelling and prevent an infection. I'll watch your eye closely. If the pressure doesn't come down, or your vision doesn't improve, I'll want you to see a retina specialist who may need to remove the piece of lens. I'm so sorry this has happened to you. I'm going to do all I can to help you deal with this complication and protect your vision. Do you have any questions?" Such a discussion will not only strengthen the physician-patient relationship and help involve the patient in his or her care, but can also prevent an allegation of fraudulent concealment, which could open the door to punitive damages.

Some Patient Expectations Cannot Be Met

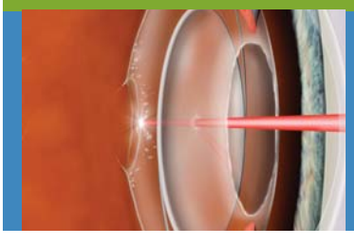
A 65-year-old presented to an ophthalmologist with a complaint of droopy upper eyelids. Examination revealed bilateral ptosis and mechanical upper eyelid entropion. After a detailed informed consent discussion, the patient agreed to a bilateral upper lid blepharoplasty and internal ptosis repair. The surgeon was pleased with the outcome; the patient was not. As she put it, she "missed the face she was born with." The ophthalmologist responded with patience and compassion as the patient continued to express her discontent. When she wrote a letter threatening a lawsuit and complaint to the Centers for Medicare and Medicaid (CMS) if he did not pay for surgery by another ophthalmologist, the insured called OMIC for assistance. He was disappointed that the patient was unhappy but felt he had provided the best possible care. We agreed with his decision to deny her request and helped him craft a letter in which he stated that while he was sorry she continued to be unhappy about her outcome and the fact that surgery had not met her expectations, he was unwilling to pay for additional consultations or treatment. In response to the patient's claim letter, OMIC had the case reviewed by an oculoplastics specialist, who felt the surgeon had provided excellent care. The patient's complaint to CMS was similarly dismissed and the patient never filed a lawsuit.

Two of the ophthalmologists discussed in this article had frank but empathetic conversations with their patients about the unanticipated outcomes, while the third chose not to document or disclose the complication. All three received written patient complaints or demands for money, two of which resulted in indemnity payments. Talking to patients in a forthright manner will not necessarily prevent claims and lawsuits, but it will help physicians feel they have responded with dignity and professionalism, in accordance with the ethical standards of the American Academy of Ophthalmology and the American Medical Association. Such an approach can also decrease the amount the physician may need to pay to compensate the patient if compensation is warranted.

1. Vincent C, Young M, Phillips A, "Why do patients sue doctors? A study of patients and relatives taking legal action," *The Lancet*, 1994; 343: 1609-13.

2. Bettman, Jerome W, Sr, MD, "When Complications Arise, Honesty is the Best Policy," *Argus*, May 1992. Demorest, Byron H, MD, "Waiving Your Bill May Avert a Claim Following a Poor Clinical Outcome," *Argus*, Nov 1992. Weber, Paul, JD, "Don't Be Afraid to Say You're Sorry," *OMIC Digest*, Spring 2001.

3. American Society for Healthcare Risk Management (ASHRM), "Disclosure of unanticipated outcomes: The next step in better communication with patients (first of three parts)," May 2003. ASHRM web site, www.ashrm.org, accessed September 2004.



Closed Claim Study

Risks and Benefits of Writing Off a Patient's Bill

By Ryan Bucsi, OMIC Senior Litigation Analyst

ALLEGATION

Performance of unnecessary cataract surgery and failure to diagnose and treat glaucoma.

DISPOSITION

Case dismissed by plaintiff just prior to trial.

Case Summary

An OMIC insured performed uncomplicated cataract surgeries one week apart. Following surgery, the patient had uncorrected visual acuities of 20/25+2 OD and 20/25 OS, with increased intraocular pressures of 27 and 28. The insured prescribed Ocuflox in the left eye and Lotemax in both eyes. During subsequent visits, the patient complained of a foreign body sensation, tiredness, and irritation in both eyes; a throbbing pain and seeing a yellow ring behind the left eye; and glare and light sensitivity. Suspecting migraines, the insured advised the patient to have an MRI, which was normal.

The patient did not return to the insured's office for three months, against the insured's advice, but did seek treatment from another ophthalmologist, who documented 20/20 vision without correction bilaterally and diagnosed a posterior vitreous detachment in the right eye. The patient eventually returned to the insured complaining of dry eyes, sharp pain, light sensitivity, and headaches. The insured's impression was a neuralgic pain problem, and he referred the patient to a corneal specialist. The corneal specialist could not find a treatable diagnosis based upon his examinations. A third ophthalmologist treated the patient with punctal plugs and diagnosed chronic open angle glaucoma.

Analysis

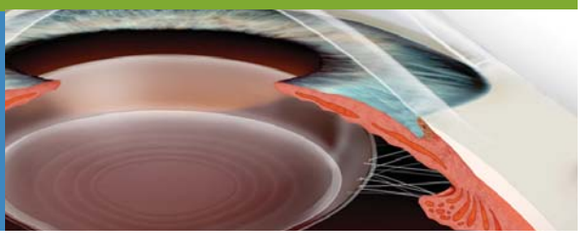
The patient did not allege any malpractice against the OMIC insured until a dispute arose over payment of the cataract surgeries. The patient then claimed that she had been informed by the insured's staff that her health insurance plan would cover all costs of the surgeries; post surgery, however, she learned that only 70% of the costs would be covered. The insured and his staff disputed the patient's claim but agreed to write off 10% of the costs, leaving the patient responsible for paying 20%. The patient refused to pay and when the insured pursued these costs through litigation, the patient filed a counter suit alleging medical malpractice. Specifically, she alleged that the OMIC insured performed unnecessary cataract surgery on the left eye and failed to diagnose and treat glaucoma.

OMIC retained an attorney on behalf of the insured and had the case reviewed by both cataract and glaucoma experts. Another expert was retained to opine on whether any of the patient's other health conditions, fibromyalgia, irritable bowel syndrome, or skin cancer, could have caused her ocular complaints. A summary jury trial was held prior to the actual trial during which jurors heard an abbreviated version of the defendant's and plaintiff's arguments and then issued a mock ruling on the case. The jury ruled 6-0 in favor of the defense. When interviewed by the attorneys, the jurors were so overwhelmingly in favor of the OMIC insured that the plaintiff decided to dismiss the case just prior to the start of the actual trial.

Risk Management Principles

When there is an unanticipated outcome followed by a dispute over billing, OMIC insureds are strongly advised to contact OMIC for advice on how to proceed. OMIC staff can help the insured weigh various options, such as setting up a payment plan, waiving or reducing fees, facilitating a second opinion, and offering the patient additional emotional support. In this situation, the patient faced multiple illnesses and hearing that doctors could find no objective reason for her eye complaints may have been more than she could bear. Rather than address the toll that her condition was taking on her, both she and the surgeon focused on the billing issue, which led to an impasse. OMIC certainly supports a physician's right to be paid for care provided and works vigorously to defend insureds who meet the standard of care, as we did for this ophthalmologist. Our ultimate goal, however, is to avoid litigation entirely because this is generally in the best interests of all parties. Lawsuits are time consuming and stressful and take time away from one's practice. Some insureds decide fairly readily to waive their fees when it seems a prudent strategy to avoid litigation. Some do so as a compassionate gesture to the patient or to engender or sustain good will in their community. Whatever decision the insured ultimately makes, OMIC wants it to be a well-informed one.

Risk Management Hotline



Refunds, Fee Waivers, and Payments

By Anne M. Menke, RN, PhD
OMIC Risk Manager

As the case examples in the lead article and **Closed Claim Study** illustrate, patients who are not satisfied with their care outcome may refuse to pay their bill, request a refund, or ask for money for subsequent care. OMIC policyholders have many questions about the consequences of saying yes to these requests. Similarly, there are times when a physician would like to offer monetary support. This column gives a general overview of providing financial support to patients out of a physician's corporate or personal funds. Prior to taking any action in this regard, please call OMIC's Risk Management Hotline at (800) 562-6642, ext. 651 for individual assistance. Physicians who have received a written request for money or are notified of a lawsuit should call the Claims Department at ext. 629.

Q When I'm not able to help my patient understand and accept an outcome, I would like to have the option of refunding or waiving my own fees, or paying for a second opinion or care from another ophthalmologist. If I do any of these, am I admitting liability?

A Merely refunding or waiving fees or offering to pay for subsequent care is not an admission of liability *unless* you tell the patient that your care caused the outcome. If you feel you are responsible and would like to discuss this with the patient, please consult with OMIC first, both to comply with the cooperation clause of your policy and so we can assist you in preparing for the discussion. Those providing support for other reasons are also encouraged to call us. After a thorough discussion of surrounding facts and circumstances, we may suggest using neutral language to explain the offer; for example, "I want all of my patients to be happy with their experience here. Since I haven't met your expectations, I would like to offer to waive/reduce/refund my fee and/or pay for a second opinion, etc."

Q Will offering monetary support dissuade my patient from suing me?

A Not necessarily. Some patients accept such offers with gratitude and will continue to seek care from you. Others may conclude—regardless of what you say or do—that your generosity is "proof" that you did something wrong and proceed to consult with a medical malpractice attorney. You know your patients and are in the best position to decide how they might respond to such an offer.

Q Can I waive the patient's co-payment or deductible?

A Contracts with third-party payers (including Medicare) usually require that you collect co-pays and deductibles at the time of service and may limit your ability to waive or refund fees. Some plans allow a physician to waive a co-pay or deductible only after a patient has demonstrated financial need and to refund such payments only if the physician also refunds any fees paid by the third-party payer. It is important to review contracts and follow their provisions since you may be subject to allegations of insurance fraud or abuse if you violate them.

Q What types of monetary support do I have to report?

A Some reporting requirements differentiate between monetary support given on the physician's own initiative or in response to an oral demand from money paid in response to a written request, claim, or lawsuit. Reporting to the National Practitioner Data Bank (NPDB), for example, is only required if (1) there is "a written complaint or claim based on a physician's … provision of or failure to provide health care services" and (2) the payment is made by a business or corporate entity, including a business entity comprised of a solo practitioner (45 C.F.R. § 60.3). Payments in response to oral requests, fee waivers (when no money has changed hands), or those paid for out of personal funds are not reportable. State laws vary, so it is important to check what is required by speaking with OMIC and contacting your state medical board.

Q Should I ask the patient to sign an indemnity release in exchange for a fee waiver, refund, or payment?

A The answer will depend upon the particular patient and situation. Some patients readily agree, while others may become angry or feel you wouldn't ask if you hadn't been negligent. You should contact OMIC's Claims Department if you want the patient to sign a release, as these must comply with state law and require the assistance of an attorney. For additional information, please download the document "Responding to Unanticipated Outcomes" from the Risk Management Recommendations section of our web site, or you may order the CD of the same name or take our new online course.

Calendar of Events

Upon completion of an OMIC online course, CD recording, or live seminar, OMIC insureds receive one risk management premium discount per premium year to be applied upon renewal. For most programs, a 5% risk management discount is available; however, insureds who are members of a cooperative venture society may earn an additional discount by attending a qualifying live cosponsored event or completing a state society or subspecialty society course online (indicated by an asterisk). Courses are listed here and on the OMIC web site, www.omic.com. A CME certificate is available for some courses through the AAO web site, www.aao.org.

Online Courses *(No charge for OMIC insureds)*

- **NEW!** *Documentation of Ophthalmic Care*
- **NEW!** *Responding to Unanticipated Outcomes*
- *EMTALA and ER-Call Liability*
- *Informed Consent for Ophthalmologists*
- *Ophthalmic Anesthesia Liability*

State and Subspecialty Society Online Courses

A society-specific online course on *Documentation of Ophthalmic Care* is available for physicians in California, Colorado, Hawaii, Iowa, Louisiana, Nevada, Oklahoma, Washington, the Contact Lens Association of Ophthalmologists, the American Society of Plastic and Reconstructive Surgeons, and Women In Ophthalmology.

CD Recordings *(No charge for OMIC insureds)*

- *After-Hours and Emergency Room Calls (2006)*
- *Lessons Learned from Trials and Settlements of 2004*
- *Lessons Learned from Trials and Settlements of 2005*
- *Noncompliance and Follow-Up Issues (2005)*
- *Research and Clinical Trials (2004)*
- *Responding to Unanticipated Outcomes (2004)*
- *Risks of Telephone Screening and Treatment (2003)*

Download order forms at www.omic.com/resources/risk_man/seminars.cfm.

This schedule is subject to change. Please contact Linda Nakamura at (800) 562-6642, ext. 652 or lnakamura@omic.com to confirm dates and times.

Seminars and Exhibits

July

12 *Documentation of Ophthalmic Care**
Southeast Joint Meeting
Alabama,* Kentucky, Louisiana,* Mississippi, and Tennessee* Academies of Ophthalmology
Sandestin, FL
Time: 12 noon–1 pm
Register with the TAO at (615) 794-1851 or ALAO at (334) 279-9755

August

NEW! Our annual audioconference will take the form this year of an audiocourse. This change allows all policyholders to participate without taking time off from their practice. The CD of *Lessons Learned From Trials and Settlements of 2006* may be ordered by contacting Linda Nakamura at (800) 562-6642, ext. 652 or lnakamura@omic.com. Free to OMIC insureds; $60 for non-OMIC insureds.

October

19 *Liability Risks of Off-Label Medications**
New England Ophthalmological Society (NEOS)
John Hancock Hall,
Boston, MA
Time: 1–1:30 pm
Register with NEOS at (617) 227-6484

November

11 *OMIC Forum: Medication Safety & Liability*
Annual Meeting of the American Academy of Ophthalmology
La Nouvelle C, Morial Center, New Orleans, LA
Time: 1–3 pm
No pre-registration required. Fill out attendance sheet on site.
For more information, contact Linda Nakamura at (800) 562-6642, ext. 652

12 *AAOE Morning Session: Documentation of Ophthalmic Care*
Annual Meeting of the American Academy of Ophthalmology
Room 391, Morial Center, New Orleans, LA
Time: 10:15–11:15 am
Register with the AAO at http://www.aao.org/meetings/annual_meeting/index.cfm

12 *AAOE Lunch with the Experts: Documentation of Ophthalmic Care*
Annual Meeting of the American Academy of Ophthalmology
Room 391, Morial Center, New Orleans, LA
Time: 12:45–1:45 pm
Register with the AAO at http://www.aao.org/meetings/annual_meeting/index.cfm

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