**Case Study:** Failure to properly evaluate and document, failure to perform adequate and appropriate follow-up, failure to order appropriate treatment and failure to refer a patient to a specialist

**Indemnity Settlement Payment:** $500,000  
**Legal Expenses:** $240,000

**Summary**
Note: There were multiple co-defendants in this claim who are not discussed in this scenario. Monetary amounts represent only the payments made on behalf of the nurse practitioner. Any amounts paid on behalf of the co-defendants are not available. While there may have been errors/negligent acts on the part of other defendants, the case, comments, and recommendations are limited to the actions of the defendant; the nurse practitioner.

The patient (plaintiff) was a 49 year-old male that was experiencing bleeding during bowel movements. His wife was an established patient of the defendant nurse practitioner and made an appointment for the patient due to his rectal pain and bleeding. During the first appointment with the defendant nurse practitioner, the patient relayed complaints of bright red rectal bleeding intermittently for two months and on several occasions the toilet would be full of blood. He had a past medical history of depression, anxiety, heavy user of alcohol and hypertension and a family medical history positive for colon cancer and cardiac disease.

The defendant nurse practitioner performed a detailed physical assessment on the patient along with a digital rectal examination. The digital exam was negative for any tumors or tears and she diagnosed the patient with bleeding due to internal hemorrhoids. The defendant nurse practitioner advised him to have a colonoscopy to rule out other disease processes, but the patient adamantly refused any referral. He was given prescriptions for suppositories and a hemorrhoid cream and was scheduled for a three week follow-up appointment.

During the three week follow-up appointment, the patient reported that the rectal pain and bleeding had stopped and he had not noticed any blood in his stools or bleeding. The patient continued to see the nurse practitioner eleven times over the next eighteen months for various other complaints, but never relayed any concerns about continued rectal pain or bleeding and the nurse practitioner never had any further follow-up discussions about a colonoscopy.

Approximately twenty months after the patient’s initial office visit for rectal pain and bleeding, his wife made him an appointment to have a colonoscopy due to the patient’s continued rectal pain and bleeding. During the procedure, the gastroenterologist found a four centimeter tumor in his rectum and the patient was later diagnosis with differentiated metastatic colon adenocarcinoma. The patient died one year after his cancer diagnosis.

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Resolution

The plaintiff had eight expert opinions from various nurse practitioners and family medicine physicians that were critical of the defendant nurse practitioner’s departure from the standard of care. Experts stated that the nurse practitioner failed to properly document and follow-up with the patient’s history of rectal pain and bleeding thus allowing for the colon cancer to metastasize.

Several nurse practitioner expert opinions were sought and they were also critical of the defendant nurse practitioner’s follow-up and documentation practices.

The possibility of a defense verdict was deemed to be less than 15 percent and mediation was scheduled prior to trial for potential resolution.

Risk Management Comments

The defendant nurse practitioner could not fully explain why she failed to document her conversation with the patient about having a colonoscopy and his subsequent refusal. She stated that her medical office utilizes an electronic medical record and she relies on the system’s drop boxes to assist her in her documentation. The discussion about the referral for a colonoscopy would have had to be manually entered into the medical record and she may not have had the time between patients to document that conversation. She testified during her deposition that the patient seemed very uneasy about having her perform a rectal exam and was reluctant to discuss her findings. Her impression of the patient was that self-conscious about his rectal pain and bleeding and did not want to discuss it with a female. She further testified that she did not want to make the patient uncomfortable and that is why she did not follow-up with him about his rectal pain and bleeding in subsequent appointments.

Experts assessed the potential exposure/claim value of the claim as being between $750,000 and $1,000,000, with the defendant nurse practitioner identified as having the greatest percentage of liability.

Risk Management Recommendations

- Understand and maintain the scope and standard of care that applies to the relevant setting, including determining whether the patient’s clinical symptoms can be appropriately and safely managed.
- Obtain, review and consider pertinent patient and family medical history and document all findings.
- Document all patient-related discussions, as well as consultations, clinical information and actions taken including any treatment orders provided or offered. A complete health information record is the best legal defense.
- Record all patient noncompliance with ordered testing and treatment, as well as all counseling given and other efforts made to encourage compliance.
- Inform the patient in writing that his or her noncompliance with treatment recommendations could result in worsening of symptoms and disease processes.

Guide to Sample Risk Management Plan

Risk Management is an integral part of a healthcare professional’s standard business practice. Risk Management activities include identifying and evaluating risks, followed by implementing the most advantageous methods of reducing or eliminating these risks – a good Risk Management Plan will help you perform these steps quickly and easily!

Visit www.nso.com/riskplan to access the Risk Management Plan created by NSO and CNA. We encourage you to use this as a guide to develop your own Risk Management Plan to meet the specific needs of your healthcare practice.


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