Nurses Medical Malpractice Case Study with Risk Management Strategies

Case Study: Failure to report changes in the patient's medical condition to practitioner, failure to properly monitor a critical care patient, failure to give appropriate blood products, delay in implementing practitioner orders

Settlement: Greater than $600,000
Legal Expenses: Greater than $225,000

Summary
Note: Monetary amounts represent only the payments made on behalf of the nurse. 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 defendants; the nurse.

The patient was a 38-year-old female admitted for a Cesarean delivery of twins. The babies were delivered without incident, but the patient experienced excessive post-operative vaginal bleeding attributed to placental accreta.

An emergency total abdominal hysterectomy was performed in an attempt to gain control of the bleeding. After surgery, the patient was taken to the ICU with a blood pressure of 110/60 mmHg and appeared stable. The receiving ICU nurse had orders to transfuse the patient with two units of fresh frozen plasma and monitor vital signs every 30 minutes. After the first unit of plasma was given, the patient's blood pressure was 108/59 mmHg and she was assessed by the attending ICU practitioner, who ordered a complete blood count to be conducted after the second unit of fresh frozen plasma. The ICU practitioner noted the patient post-surgical hemoglobin and hematocrit levels were 7.4 gm/dL and 22% respectively. However, one hour after the second unit of plasma was given, the patient's hemoglobin was 5.9 gm/dL, and hematocrit was 17.7%. The nurse noted the results in the health record, but did not notify the ICU practitioner because he assumed the practitioner was returning to the unit to reassess the patient. The patient's blood pressure two hours after the second unit of plasma was reported as 63/21 mmHg. The nurse notified the on-call resident of the blood pressure and the nurse received an order for a stat transfusion of two units of packed red blood cells, but the resident did not come to the unit to assess the patient despite the nurse's requests. The blood bank records indicated that the blood was available 20 minutes after the stat order was received.

One hour later, the ICU nurse had not received the blood and noticed the oncoming shift had arrived. He gave the oncoming nurse report regarding the patient and even though both nurses were concerned that the blood had not arrived to ICU neither nurse called to ascertain the blood's location. Fifteen minutes into the on-coming nurse's shift, the administration of one unit of packed red blood cells was started. While the blood was transfusing, the patient went into respiratory distress and the admitting ICU practitioner was notified.

Later that evening, the patient underwent a second abdominal surgery, but due to her extensive hypovolemia, she slipped into a coma post-operatively and currently is in a vegetative state.

continued...
Risk Management Comments
During the deposition of the admitting ICU practitioner, he testified that he was not informed of the second laboratory results or the patient's vital signs until the patient went into respiratory distress.

It is the defense expert's opinion that by the time the patient was seen by our nurse she had already suffered significant bleeding which caused her impending death. The patient was not properly diagnosed and treated after she was observed bleeding in the labor and delivery unit and our nurse attempted to treat the patient as best he could despite the significant delay in the delivery of packed red blood cells. The only fault the defense medical expert found with our insured was possibly not calling the head nurse when he could not get cooperation of the resident to come assess the patient.

Resolution
At the onset of the claim, the estimate on the chance to prevail was 60 percent, however, throughout the investigation of the claim and while working with the other defendants there was significant finger pointing causing our nurse to suffer a greater apportionment and less of a chance to prevail at trial. Our estimate of the insured apportionment was 20 percent with a 40 percent change to prevail at trial.

Several other healthcare practitioners were also included in the lawsuit, but their settlement amounts were not available.

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.

Risk Management Recommendations
- Maintain competencies (including experience, training, and skills) consistent with the needs of assigned patients and/or patient care units.
- Maintain thorough, accurate and timely patient assessment and monitoring, which are core nursing functions.
- Timely implement practitioner orders.
- Communicate in a timely and accurate manner both initial and ongoing findings regarding the patient's status and response to treatment.
- Follow-up on delays and issues in obtaining needed medical treatment.
- Provide and document the practitioner notification of delays and issues encountered in carrying out orders.
- Provide and document the practitioner notification of a change in condition/symptoms/patient concerns and document the practitioner's response and/or orders.
- Invoke the nursing chain of command if there is a delay in the response from practitioner or significant concern with practitioner action taken.
- Report any patient incident, injury or adverse outcome and subsequent treatment/response to risk management or the legal department.


The information, examples and suggestions presented in this material have been developed from sources believed to be reliable, but they should not be construed as legal or other professional advice. CNA accepts no responsibility for the accuracy or completeness of this material and recommends the consultation with competent legal counsel and/or other professional advisors before applying this material in any particular factual situations. Please note that Internet hyperlinks cited herein are active as of the date of publication, but may be subject to change or discontinuation. This material is for illustrative purposes and is not intended to constitute a contract. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. Use of the term "partnership" and/or "partner" should not be construed to represent a legally binding partnership. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2015 CNA. All rights reserved.

This publication is intended to inform Affinity Insurance Services, Inc., customers of potential liability in their practice; it reflects general principles only. It is not intended to offer legal advice or to establish appropriate or acceptable standards of professional conduct. Readers should consult with a lawyer if they have specific concerns. Neither Affinity Insurance Services, Inc., NSO, nor CNA assumes any liability for how this information is applied in practice or for the accuracy of this information. This publication is published by Affinity Insurance Services, Inc., with headquarters at 159 East County Line Road, Hatboro, PA 19040-1218. Phone: (215) 773-4600. All world rights reserved. Reproduction without permission is prohibited.

Nurses Service Organization is a registered trade name of Affinity Insurance Services, Inc. (TX 13695); (AR 100106022); in CA, MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0694499); Aon Direct Insurance Administrators and Berkeley Insurance Agency; and in NY, AIS Affinity Insurance Agency.

© 2015 Affinity Insurance Services, Inc.