Dr. B Performs Ovariohysterectomy During Insemination Procedure

Dr. B was presented a dog for surgical insemination. Dr. B performed the surgery through a midline approach, and the uterus was exteriorized. Dr. B mistakenly started a spay procedure on the left ovary and ureter horn instead of performing the surgical insemination. Dr. B realized the error and stepped out of the surgery to call the owner. The owner elected to preserve the remaining ovary and uterine horn and to continue with the insemination.

Dr. B filed a report of claim and consented to settle the case. The owner produced an estimate for future damages, which totaled $905 for six litters with an average of six pups per litter. The dog was part of a program for breeding therapy dogs to place with children with disabilities. The dog’s first litter prior to this had produced seven pups and sold for $2,500 each. After the surgical insemination, the dog delivered three pups in its second litter. Dr. B’s insurance carrier reviewed the documentation and offered the owner a settlement of $38,000. The owner, who was attorney-represented, declined the offer and demanded a re-review of the case. Dr. B’s insurance carrier re-examined the claim, but elected to remain at the initial offer. The owner later accepted the settlement offer. Dr. B’s insurance carrier paid the owner $38,000, and the case closed.

Seven of Seventy-nine Heifers Expire After Spay

Dr. C was called out to a ranch to spay seventy-nine heifers. The heifers were restrained in a manual squeeze chute, and Dr. C used a spay rod for the procedure. Within the next seven days, seven heifers expired. A necropsy revealed that the heifers died from peritonitis due to bowel puncture related to the surgery. After a claim investigation, Dr. C’s insurance carrier contacted the client to negotiate a settlement. The insurance carrier paid the owner $700 per head for the market value of an average 700 lb. yearling heifer, for a total of $49,900.

Owner Threatens to Ruin Dr. D Over Canine Escapee

Dr. D was presented a dog for radiation therapy. That afternoon, the smell of something burning was noticed, and the fire department was called. The practice evacuated all patients into employees’ cars until the fire department determined it was safe to return. When an employee opened the car door and leashed the dog, the dog bolted, yanking the leash out of the employee’s hand and escaped. Practice staff pursued, provided written instructions on the medication administered, and referred the dog to a specialty practice for extended monitoring and intensive care. The dog was treated and recovered from the pseudoephedrine toxicity.

When Dr. D returned a phone call to the owner about the case, the owner stated that while Dr. C appeared to be a nice person, the owner was giving Dr. D a one last chance to ‘do the right thing’ before the owner started blogging online about the experience and calling a lawyer and the state veterinarian board. The owner demanded $905 for medical expenses incurred at the specialty practice. Dr. A explained that the incident had been reported to the PLIT-sponsored insurance carrier and an insurance adjuster would be contacting the owner. The owner was not satisfied with the response and threatened to file a small claims suit and a state board complaint alleging that Dr. A was negligent for prescribing human medication to a dog, for failing to warn about the possible injuries related to Zyrtec-D, and for not explicitly distinguishing between the multiple drug formulations.

After a claim investigation, Dr. A’s insurance carrier determined that Dr. A had met the standard of care—written and oral instructions were provided to the owner on the correct medication. The insurance carrier explained to the owner that Dr. A was not liable for the dog’s medical expenses and denied the demand for $905. Dr. A’s insurance carrier advised that the owner would need to present expert testimony from a veterinarian to prevail in court. To date, nothing further has been heard from the owner.

A Case Analysis of Dr. A

By Kathleen Bonvicozzi, EdD, MPH, from the Institute for Healthcare Communication

In discussing this particular case, rather than assign fault to one individual, it is more prudent to look at the error-prone areas of the entire process. Approximately 60% of medical errors that occur are due to misconmunication—verbal and written. TeamSTEPPS, 2008). As a result, current patient safety practices in clinical practice have focused on setting clear communication protocols for clinicians and teams to avoid medication errors. In human medicine, according to the National Medication Error Reporting Program, confusion caused by similar drug names accounts for up to 25% of all reported errors (IOM, 2006).

Communications Corner: Owner Purchases Wrong Drug Formulation and Dog Develops Toxicity

Dr. A was presented a dog with a skin condition. Dr. A treated the dog for allergic dermatitis and instructed the owner to purchase an antihistamine at a local pharmacy. Dr. A provided written instructions on the medication and dosage. The next day, the dog was vomiting and drooling. The owner called Dr. A and re-presented the dog at the clinic. Dr. A found the dog alert with diluted pupils and increased respiration and heart rate. Dr. A asked the owner about the antihistamine and discovered that the owner had inadvertently purchased ‘Zyrtec-D’ instead of ‘Zyrtec,’ and Zyrtec-D contained pseudoephedrine, which resulted in toxicity. Dr. A called animal poison control and referred the dog to a specialty practice for extended monitoring and intensive care. The dog was treated and recovered from the pseudoephedrine toxicity.

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Another area fraught with risk of medication error is unclear medical abbreviations. In fact, FDA’s Center for Veterinary Medicine (CVM) is learning that medication errors caused by unclear medical abbreviations do occur with animal drugs (Kim-Jun, et al. 2010 www.fda.gov). Further, medication errors in animals occur not only in veterinary clinics, but they also occur in pharmacies (as in our current case) where pharmacists and pharmacy technicians may be unfamiliar with veterinary abbreviations or intended or recommended use in animals of a specific formulation of an over-the-counter (OTC) drug.

This case demonstrated how an adverse event (pseudoephedrine toxicity) occurred when the client used an incorrect medication to treat the dog for allergic dermatitis. The treating veterinarian provided the client with verbal and written instructions to purchase a specific formulation of an OTC medication at the pharmacy. The pharmacist recommended OTC allergy medication, Zyrtec, like many other OTC drugs, is available in a variety of formulations. The client mistakenly purchased the wrong formulation, Zyrtec-D, which contained pseudoephedrine, a chemical known to be toxic to dogs (please see avma.org for a February 19, 2005 warning to veterinarians “Pseudoephedrine alert issued” http://www.avma.org/onlinenews/avma/feb05/050219a.htm). The AVMA alert states, “Veterinarians should warn clients that pets can be harmed by ingesting pseudoephedrine.”

The medical profession (human and veterinary) and medical ethics have traditionally placed a greater emphasis on clinician responsibility in preventing medication errors than on the consumer.

Assignment of responsibility has been motivated by strong moral reasons that hold professionals to a higher standard by virtue of their more extensive knowledge, training, and code of ethics. To this end, veterinarians, like their human colleagues and hospitals in human and veterinary medicine have distributed and posted consumer responsibility lists that include promises to provide a full and accurate health history, follow plans of care, ask questions, and recognize their responsibility for payment of services. Similarly, in our current case, one might argue if clients do not understand a proposed course of action related to the treatment of their animal, or if they do not understand what is expected of them, they should ask questions to gain this information. Clients are viewed to hold responsibility for the consequences to their pet’s health if they refuse treatment or do not follow the veterinarian’s instructions. In this case, when picking up a prescription or OTC drug at the pharmacy, it would be important for the client to check the label to ensure the name of the drug (brand or generic), dosage, and usage directions are the same as those on the prescription or written recommendation.

While client responsibility seems laudable, it is also important to consider that holding all clients equally responsible presumes equality of knowledge and capacity to act. In this case, the client took on the responsibility of carrying through the written directive to purchase the specific medication at the pharmacy. The client erred by purchasing the wrong medication formulation. This error might have been prevented if the veterinarian underscored the importance of choosing the right drug, given the high risk exposure to pseudoephedrine found in one of the same-named drug formulations. It may also have been prevented if the client recognized the importance of obtaining the exact formulation of the drug prescribed.

Summary

Effective communication is a shared responsibility between members of the veterinary team and their clients. Medication errors can be reduced by providing the client with clear written instructions and by clients understanding their responsibility to follow recommendations as offered or, if unclear, to ask questions.

References


Five Ways to Avoid Medication Errors

1. Write out the entire prescription including the drug name and dosage regimen. The full dosage regimen includes the dose, frequency, duration, and route of administration of the drug to be administered.

2. DO NOT use a trailing zero. DO use a leading zero. A 5 mg dose written with the trailing zero as “5.0 mg” can be misread as “50 mg,” resulting in a tenfold overdose. Instead write as 5 mg. Similarly, a “.5 mg” dose written without the leading zero as “.5 mg” easily be mistaken for “5 mg,” also resulting in a tenfold overdose.

3. Write out the entire prescription for human drugs for animals because many pharmacists may be unfamiliar with veterinary abbreviations. Use caution with verbalized prescriptions.

4. Use a computerized prescription system to minimize misinterpretation of handwriting.

5. Alert the client, in writing, of the medication’s availability in more than one formulation (e.g., Zyrtec vs. Zyrtec-D).

INSIDE THE PLIT

50 Years of Protecting You and Your Assets

The AVMA PLIT 50th anniversary is just months away! Here’s a look back at some of our early milestones:

1962 The AVMA PLIT-sponsored Insurance Program launches on December 1, 1962, and the PLIT Trust selects Mark and Parker Inc. (later known as HUB International) as the exclusive insurance broker. In the inaugural policy year, 2,115 AVMA members purchase a veterinary malpractice certificate.

1968 Dr. Jack Odomore joins the PLIT as the first Trust Representative. During the twenty-five years of stewardship, the PLIT grows from a participation of 5,000 AVMA members to 32,000. Dr. Odomore visits with colleges and scientific meetings to educate veterinary students and practitioners about ways to avoid malpractice claims.

1972 On the program’s tenth anniversary, more than 7,500 AVMA members have an active professional liability certificate in the PLIT-sponsored program.

1982 On the program’s twentieth anniversary, the first issue of Professional Liability is published and mailed to the 17,000 AVMA members participating in the program. The infamous “Dr. A” is introduced.

The mission of the AVMA PLIT is to provide a valuable AVMA member service that protects the assets and reputations of the participants and enhances the image of the profession.

The AVMA PLIT 50th anniversary celebration starts this fall with the fall conventions. You won’t want to miss it. Stop at the PLIT booth to meet with your professional liability experts.

Calendar of Events

The AVMA PLIT is scheduled to attend more than twenty national veterinary conventions in 2011. Did you know that you can call the PLIT office or arrange to have an appointment during any one of these events? PLIT Test Representatives (who are all veterinarians) can score cards from HUB International welcome your questions. And when you call in advance, our insurance professionals have time to evaluate your current portfolio and offer an exposure assessment. We can also prepare a free quotation for you.

Chicago VMA, Oakbrook, Illinois, June 15
Visit with Dr. Nick Makoulou to discuss how to avoid allegations of malpractice. Account Executive Kim Sudduth will also be available to talk to you about your business exposures and review your insurance portfolio.

Montana VMA Summer Meeting, Billings, Montana, June 16-18
Dr. Karen Wernet will present “Don’t Be Dr. A: Avoiding Malpractice and Board Complaints” on Friday, June 17.

Jackson Hole Veterinary Rendezvous, Jackson Hole, Wyoming, June 18-22
Stop at booth 10 and visit with Dr. Shelley Johnson. We will also present “Malpractice: Communications and the Link Between the Two” on Tuesday, June 21.

AVMA Annual Convention, St. Louis, Missouri, July 16-19, booth 1712
Michael Ahlborn and Andrew Vernor will be available at the PLIT booth, along with Dr. Linda Ellis, Dr. Karen Wernet, and Dr. Nick Makoulou. Stop by and enter the raffle for a free veterinary safety manual and a coffee cup.

CVC (Central), August 27-29, Kansas City, Missouri; booth 2004
Stop at booth 2004 to visit with Miranda Halsara and Dr. Karen Wernet. They welcome your professional liability and business insurance questions. Bring your current policies or declaration page to our booth (or CVC or any conference) for a free coverage evaluation. You may also enter the raffle for a free veterinary safety manual.

Full conventions include CPDS, IVFCCS, Heartland Leadership, AABP, SWVS, WWVC, VMA, CVC (West), New England Regional Conference, and the Chicago VMA.
Assignment of responsibility has been motivated by strong moral reasons that hold professionals to a higher standard by virtue of their more extensive knowledge, training, and code of ethics. To this end, the veterinary team and their clients have a responsibility to provide full and accurate health history, follow plans of care, ask questions, and recognize their responsibility for payment of services. Similarly, in this current case, one might argue if clients do not understand a prescription written out, it is not the responsibility of the pharmacist to explain the reason for their consequences to their pet’s health if refusing treatment or do not follow the veterinarian’s instructions. In this case, when picking up a prescription or OTC drug at the pharmacy, it would be important for the client to check the label to ensure the name of the drug (brand or generic), dosage, and usage directions are the same as those on the prescription or written recommendation. While client responsibility seems laudable, it is also important to consider that holding all clients equally responsible presumes equality of knowledge and capacity to act. In this case, the client took on the responsibility of carrying out the written directive to purchase the specific medication at the pharmacy. The client erred by purchasing the wrong medication formulation. This error might have been prevented if the veterinarian underscored the importance of choosing the right drug, given the high risk exposure to pseudoephedrine found in one of the same-named drug formulations. It may also have been prevented if the client recognized the importance of obtaining the exact formulation of the drug prescribed.

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