

Narcotics: Nurse Changed Patient's Prescription, Firing Upheld.

An LPN asked to have a friend of hers seen as a patient in the clinic where she worked. The clinic physician agreed.

The patient was taking a narcotic controlled substance on a regular basis. He asked the physician and was given permission to have the nurse pick up his prescription and deliver it to his home.

However, while the physician was on vacation who usually saw the patient and usually refilled his prescriptions, another physician wrote a prescription for the patient's same regular narcotic medication, to be mailed to the patient.

The LPN saw that the delivery instructions were different and changed it so that she could pick up and deliver the narcotic medication as usual.

She was fired for misconduct.

It is serious misconduct for a nurse to alter in any way a prescription for a controlled substance without the physician's permission.

The LPN herself tacitly admitted she knew she did something wrong when she tried to deny she did it.

COURT OF APPEALS OF MINNESOTA
May 6, 2013

The Court of Appeals of Minnesota sided with the LPN's former employer and ruled that the employer had grounds to terminate her for just cause.

It is a serious violation of the standards of behavior an employer can expect from a nurse for a nurse to alter a prescription for a controlled substance when the nurse knows that any such alteration requires permission from a physician, and then to lie about what she has done. For a serious violation of nursing standards, one episode is enough to justify termination, the Court ruled. ***Kelly v. Mayo Foundation***, 2013 WL 1859035 (Minn. App., May 6, 2013).

E.R.: Hospital Is Not Required To Advise Patient About Patient's Insurance Coverage.

A hospital is under no obligation to advise the patient whether the patient's insurance will pay, in whole or in part, for services provided by emergency room physicians practicing at the hospital who are not hospital employees.

A hospital is not required to see to it that physicians at the hospital charge fees that the patient's insurance will pay.

This hospital provided each patient with a conditions of admission form which clearly spelled out that some services in the emergency room were to be provided by the hospital, while other services were to be provided by physicians who were independent contractors and not hospital employees.

A hospital is not obligated to see to it that physicians who practice at the hospital will accept a particular patient's insurance.

Nor is the hospital required to see to it that a physician practicing at the hospital charges only what the patient's health plan will pay under its participating or non-participating provider's rates.

COURT OF APPEAL OF CALIFORNIA
May 9, 2013

The patients, husband and wife, each made visits to the same hospital's emergency room over a two-year period.

They chose this particular hospital because it was close to their home and because the hospital itself was a participating provider in their employer health insurance plan.

However, the group that provided physicians' services in the emergency department was not a participating provider under the patients' plan.

For each visit the patients were billed separately for physicians' services for which the patients' health insurance plan made partial payments.

The health insurance plan sent the patients an explanation of benefits stating that the emergency room physicians were paid only the plan's non-participating provider rates for the services in question, which were significantly less than the full amounts the patients were billed by the physicians' medical group. The plan also subtracted its allowable copayments before making payments to the physicians.

The health insurance plan paid the hospital's own fees in full.

The patients sued the hospital, claiming the hospital violated duties owed to them under a number of novel legal theories advanced in their case.

Court Rules Hospital Is Not Liable

The Court of Appeal of California ruled in the hospital's favor.

According to the Court, a hospital is not required to advise a patient whether physicians practicing at the hospital are or are not participating providers or even covered at all by the patient's insurance plan.

That is true even if the hospital itself is a participating provider whose own fees for emergency room services are covered entirely or leave only a nominal deductible or copayment as the patient's own responsibility.

The hospital's conditions of admission form specified that some services were to be provided by physicians who were independent contractors and not hospital employees. ***Leon v. Watsonville Hosp.***, H037288 (Cal. App., May 9, 2013).