
Three Gynaecologist/Obstetricians

Report on Opinion - Case 98HDC15370

Complaint

The Commissioner received a complaint concerning the treatment provided to the consumer by three obstetricians/gynaecologists.

The complaint about provider 1 is that:

- *In August 1997 the provider did not diagnose a malignant uterine tumour in the consumer.*

The complaint about provider 2 is that:

- *The provider did not advise the consumer of the oncology qualifications of provider 3 and did not inform the consumer of other providers that the provider could have brought in to assist in the consumer's treatment.*

The complaint about provider 3 is that:

- *In 1997 the provider did not provide the consumer with full information about her condition, in particular an explanation of the treatment options available and the risks, side effects and benefits of each option.*
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Investigation

The complaint was received by the Commissioner on 15 June 1998. An investigation was undertaken and information obtained from:

Complainant

Obstetrician and Gynaecologist/Provider 1

Obstetrician and Gynaecologist/Provider 2

Obstetrician and Gynaecologist /Provider 3

Medical records relating to the treatment of the consumer were obtained and reviewed. The Commissioner sought advice from an independent obstetrician and gynaecologist.

Three Gynaecologist/Obstetricians

Report on Opinion – Case 98HDC15370, continued

Outcome of Investigation

During mid-July 1997 the consumer consulted her general practitioner after suffering heavy, constant bleeding and experiencing difficulty emptying her bladder. On examination, her GP made a diagnosis of a prolapsed uterus and made an appointment for her to see an obstetrician and gynaecologist (provider 1).

In late July 1997, the week before her consultation with the provider, the consumer haemorrhaged and was admitted to a hospital by ambulance. She was given a pregnancy test, given a litre of intravenous saline and was sent home once the bleeding had subsided.

In early August 1997, the consumer visited the provider, who took a history of her condition and conducted an examination of the consumer. The consumer states that this examination was a brief internal by hand and that the provider did not use a speculum or scan. The consumer also states that the provider did not seem interested in her bleeding and that she felt the appointment was very rushed.

In his notes of this consultation, the provider records that there was a gross prolapse of the anterior vaginal wall with acute angulation of the urethra over the bladder, which he believed was the cause for the consumer's incomplete emptying of her bladder. He also noted gross prolapse of the posterior wall of her vagina.

The cervix was obscured by blood and could not be seen. The provider reports that there was no unusual smear history to make him suspicious and that the consumer's GP had performed a cervical smear shortly before he saw the consumer. The result of that test was not available to the provider at the time of this consultation.

The provider discussed vaginal hysterectomy and repair, noting that the cervix came down easily. Following the consultation, the provider placed the consumer on his waiting list with pre-assessment, including cervical smear and inspection, to occur on mid-October 1997.

The consumer was not satisfied with this consultation and returned to her GP after continued heavy bleeding. She informed her GP that the provider had treated the bleeding in a very off-hand manner and that she would prefer to see another specialist.

Continued on next page

Three Gynaecologist/Obstetricians

Report on Opinion – Case 98HDC15370, continued

**Outcome of
Investigation
*continued***

A friend recommended a different obstetrician/gynaecologist (provider 2) to the consumer and she made an appointment with him in early October 1997.

In late September 1997 the consumer was again admitted to the hospital after bleeding heavily. The consumer was given two litres of intravenous saline and the house surgeon examined her with a speculum. The house surgeon observed an irregular and firm cervical fibroid.

The following day provider 2, who was on duty at the hospital, conducted an examination, dilation, curettage and biopsy under anaesthesia. The biopsy of the cervix on pathological examination showed carcinoma of the cervix.

The consumer saw provider 2 at his surgery in early October 1997. The consumer informed the provider that she was on a waiting list for a vaginal hysterectomy by provider 1 and that she would prefer another doctor to perform the operation. The provider explained that the consumer had a carcinoma of the cervix and that vaginal hysterectomy repair was not the treatment of choice. The provider stated that he felt she needed a Wertheim's hysterectomy. He further explained that this was a specialised operation and that he would not be able to perform surgery. The provider recommended another obstetrician/gynaecologist (provider 3) and said that if the consumer wanted the surgery performed at a certain hospital then he would be able to assist. The provider also recommended a CT scan, chest x-ray, liver function tests and renal function tests before deciding on the procedure.

The provider introduced provider 3 to the consumer four days later. At this meeting, provider 3 arranged an urgent appointment with an oncologist, as it is his practice to deal with gynaecological malignancies in joint care.

The consumer reports that at this meeting provider 3 informed her that she would need "*a little*" radiation to kill the surrounding cancer cells and that after this he would perform a hysterectomy. He further stated that "*it will all be over by Christmas*".

Continued on next page

Three Gynaecologist/Obstetricians

Report on Opinion – Case 98HDC15370, continued

**Outcome of
Investigation
*continued***

Five days later, the provider and the oncologist saw the consumer. The provider was present only for the first part of this meeting. The consumer reports that at this meeting the oncologist informed the provider that extensive radiation treatment would mean that she could not have the hysterectomy for 3 months.

The consumer's radiation treatment began at the end of October 1997. She had 20 sessions of external radiation at the hospital and she reports that during this time the oncologist made comment about her decision to have surgery. The consumer felt that she had made no decision and that at no time had the provider discussed options apart from surgery with her. The oncologist suggested that the consumer return to see the provider for an explanation of the complications of a hysterectomy after radiation.

The consumer decided to continue with the course of treatment already begun and made an appointment with the provider in late November 1997. By this time she had finished the course of external radiation.

At this consultation the provider explained the risks of surgery and radiation. The consumer reported that she had not been adversely affected by radiation and that all bleeding had ceased. The provider recommended that she receive further radiation treatment rather than surgery and supplied the consumer with information about HRT and menopause. A letter to this effect was sent to the oncologist. The consumer reports that the provider appeared very uncomfortable with the idea of performing the surgery himself.

In early December 1997, the consumer was admitted to hospital for a standard mini colpostat insertion. The consumer reports that the oncologist informed her at this visit that if she were going to have radiation treatment only then the dosages given previously should have been higher. The oncologist stated that it was quite tricky to covert a pre-operative radiotherapy course into a radical treatment. He therefore contacted another doctor and arranged for her to proceed with an extra fascial hysterectomy at the hospital. This was performed successfully in mid-January 1998.

Three Gynaecologist/Obstetricians

Report on Opinion – Case 98HDC15370, continued

**Independent
Advice to
Commissioner**

During the course of this investigation the advice of an independent obstetrician and gynaecologist was sought. The advisor stated that:

“In my opinion [the three providers] treated [the consumer] appropriately. The management was very expedient throughout.

Despite no firm clinical indicators for malignancy, [provider 1] was astute enough to expedite surgery and specifically look further for cervical disease. His initial assessment was reasonable but hindered by the presence of blood.

[Provider 2] provided very prompt management, which led to the correct diagnosis.

[Provider 3] rightly adopted a team approach to management with [the oncologist] and selected a treatment option that attempted to minimise long-term complications whilst maximising efficacy.

As far as can be gleaned from the correspondence, a very thorough explanation of the treatment options and risks was provided by [provider 3 and the oncologist].

Despite the logical and expedient approach of the... gynaecologists, [the consumer's] management was not ideal. However, this was more the result of limitations in diagnostic and treatment techniques than the failings of individual clinicians.”

**Code of Health
and Disability
Services
Consumers'
Rights**

RIGHT 4

Right to Services of an Appropriate Standard

- 2) *Every consumer has the right to have services provided that comply with legal, professional, ethical, and other relevant standards.*

RIGHT 6

Right to be Fully Informed

- 1) *Every consumer has the right to the information that a reasonable consumer, in that consumer's circumstances, would expect to receive, including –*
- b) An explanation of the options available, including an assessment of the expected risks, side effects, benefits, and costs of each option.*

Three Gynaecologist/Obstetricians

Report on Opinion – Case 98HDC15370, continued

**Opinion:
No Breach -
Provider 1**

In my opinion, provider 1 did not breach Right 4(2) of the Code of Health and Disability Services Consumers' Rights as reasonable actions to diagnose and treat the consumer were taken. The provider conducted a reasonable assessment of the consumer's condition and placed her on his urgent waiting list for treatment.

**Opinion:
No Breach -
Provider 2**

In my opinion, provider 2 did not breach Right 6(1)(b) of the Code of Health and Disability Services Consumers' Rights, as provider 3 was both appropriately qualified and the only provider available to perform a Wertheim's hysterectomy on the consumer. The consumer informed provider 2 that she did not wish provider 1 to be involved in her care. Providers 1 and 2 are the only two gynaecological surgeons in the region who perform Wertheim's hysterectomies. Provider 2, therefore, had no option but to refer the consumer to provider 3, who is a gynaecologist with considerable experience in gynaecological oncology.

**Opinion:
No Breach -
Provider 3**

In my opinion, provider 3 did not breach Rights 4(2) and 6(1)(b) of the Code of Health and Disability Services Consumers' Rights as follows:

Right 4(2)

The treatment plan implemented by the provider was appropriate. When the decision was made not to progress with a Wertheim's hysterectomy, the provider called in the oncologist and the two of them formed a team approach to the consumer's management. The suggestion by the provider that radical radiotherapy be attempted part way through pre-operative radiation treatment also complied with professional standards and was made when the consumer expressed concerns at the risks of surgery. The provider made this suggestion to the oncologist, who decided that the pre-operative treatment could not easily be converted to radical treatment. It is important to note that there was no delay in treatment because of this process.

Right 6(1)(b)

There is a conflict in the evidence of the consumer and the provider in the amount of information supplied to the consumer about her options prior to the treatment plan being developed. The consumer feels that she was not informed that surgery was only one of several options, while the provider recalls several meetings between himself, the consumer, her husband and the oncologist, at which options were discussed at length. The clinical notes of the provider and the oncologist indicate that discussions did take place between the parties on this issue. Based on the evidence available, the provider's actions to inform the consumer were reasonable in the circumstances.
