Jackson v. East Bay Hospital
246 F.3d 1248 (9th Cir. 2001)

O'Scannlain, Judge.

* * *

We must decide, among other questions, whether a hospital violates the Emergency Medical Treatment and Active Labor Act (“EMTALA”) if it fails to diagnose the cause of a patient’s emergency condition, but treats the symptoms identified, and concludes that the patient has been stabilized.

I.

This appeal arises out of Robert Jackson (“Jackson”)’s visits to the Redbud Community Hospital (“Redbud”) emergency room on April 2, 4, and 5, 1996, in Clearlake, California. Redbud entered into an “Association Agreement Regarding the Affiliation of Redbud Health Care District with Adventist Health Systems/West” (the “Association Agreement”) which became effective on July 5, 1995. This agreement stated that the parties anticipated a future affiliation, and that Adventist Health Systems/West (“Adventist”) would provide Redbud with administrative and financial services. On July 1, 1997, Adventist and Redbud entered into an “Agreement for Purchase and Sale of Assets” (the “Purchase Agreement”). Adventist currently operates Redbud.

On April 2, 1996, Jackson visited the Lake County Mental Health Department (“Lake County”) to see a psychiatrist. Jackson previously had been diagnosed with psychotic disorder, borderline intellectual functioning, and pedophilia. The Lake County staff instructed Jackson to go to the Redbud emergency room to receive a medical clearance before returning to Lake County. At Redbud, a nurse took Jackson’s medical history, vital signs, current medications and drug allergies. Half an hour later, Dr. Wolfgang Schug, a Redbud emergency room doctor, examined Jackson and ordered blood tests. Dr. Schug noted that Jackson was reporting hallucination, dizziness, and unsteadiness, and that he was taking Anafranil and Ativan. Dr. Schug then diagnosed Jackson as suffering from acute psychosis; neither he, nor any other Redbud physician or employee, diagnosed Jackson as suffering from an emergency medical (as opposed to a psychological or psychiatric) condition.

Redbud did not offer psychiatric care to its patients, and the unwritten policy of the Redbud emergency room was that when a patient presented to the emergency room with psychiatric complaints, the patient would be examined to determine if there were any medical components to his problem. If a medical problem was found, it would take precedence over the psychiatric complaints. If no medical problem was found, the patient would be referred to a psychiatrist or to a mental health facility for an appropriate psychiatric follow-up. Dr. Schug arranged for Lake County (which provides psychiatric care) to see Jackson upon his release, where he was evaluated by Dennis Skinner, a Lake County employee.

On April 4, 1996, Jackson returned to the Redbud emergency room. A triage nurse took Jackson’s medical history, vital signs, and current medications. An hour later, Dr. Miguel Ollada, a Redbud emergency room doctor, took a separate medical history and evaluated Jackson, who complained of a sore throat, chest pain while breathing, and dry heaves. Dr.
Ollada also observed Jackson talking to himself. Dr. Ollada performed a complete physical exam, and ordered a battery of tests including an electrocardiogram, a urine screening, and a blood gas test. The urine analysis indicated the presence of a tricyclic antidepressant, such as the Anafranil Jackson was known to be taking. Dr. Ollada diagnosed Jackson as having chest contusions, hypertension, and psychosis, but not drug toxicity. Dr. Ollada gave Jackson medications, and ordered a mental health consultation, to be conducted at Lake County. Lake County refused to evaluate Jackson, however, because he had been recently seen by its staff, who found him to be non-suicidal. Believing Jackson to be non-suicidal, and his condition to have stabilized, Dr. Ollada released Jackson from Redbud, and he instructed Jackson to return to Lake County the next morning.

At 3:45 a.m. on April 5, 1996, Jackson returned to the Redbud emergency room after his wife found him wandering in the road in the middle of the night. A nurse performed an initial medical evaluation, and Dr. Ollada performed another examination at 3:50 a.m. Dr. Ollada observed that Jackson was very agitated, but he also observed that Jackson had a regular heartbeat, and that he presented no other physical symptoms. Barbara Jackson told Dr. Ollada that she believed that her husband was suicidal, because she found him in the middle of the road, waving his hands. Dr. Ollada determined that Jackson was suffering from a psychological disorder which caused his agitation, but that he was not suffering from any physical disorders. Dr. Ollada prescribed and administered Haldol and Benadryl in an effort to sedate Jackson and to stabilize his condition. Dr. Ollada ordered that Lake County be contacted regarding Jackson’s condition.

Later in the morning of April 5, Susan Smith, a Lake County crisis worker, evaluated Jackson. Smith found that Jackson’s condition met the criteria for involuntary psychiatric commitment, and she concluded that he suffered from a psychological disorder, anxiety, and a dependent personality. Smith then asked Dr. Ollada to clear Jackson for a transfer to East Bay Hospital (“East Bay”), which functioned almost exclusively as a psychiatric hospital. Dr. Ollada found that Jackson’s condition had stabilized (he was no longer agitated, and was sleeping), that he was not suffering from a life-threatening condition, and that a transfer to East Bay Hospital did not pose a risk to Jackson’s condition.

At 9:15 a.m., Redbud transferred Jackson to East Bay, where he was seen by Dr. Spencer Steele, a psychiatrist who performed a psychiatric, but not a physical, examination of Jackson. At the time of the transfer, Dr. Ollada believed that Jackson’s condition had been stabilized. Dr. Steele prescribed more Haldol for Jackson. Shortly before 2:00 p.m., the East Bay medical staff concluded that Jackson was so unable to control his own movements that he posed a danger to himself and others. At 2:00 p.m., Jackson went into cardiac arrest. East Bay staff began to perform CPR, and they ordered an ambulance to transfer Jackson to Brookside Hospital (“Brookside”). Jackson arrived at Brookside’s emergency room at approximately 2:30 p.m. Jackson received emergency care at Brookside, but he was pronounced dead at 2:37 p.m. An autopsy determined that Jackson died from sudden cardiac arrhythmia, caused by acute psychotic delirium, which was in turn caused by clomipramine (Anafranil) toxicity. None of the doctors or nurses who saw Jackson at Redbud diagnosed him as suffering from Anafranil (or other drug) toxicity.

Barbara Jackson and Sandra Jack-son, Jackson’s wife and daughter (“Jackson’s survivors” or “the survivors”) filed suit against the physicians who treated Jackson, East Bay Hospital, Redbud, and Adventist in the Northern District of California. Their complaint asserted claims under EMTALA [and California state law].

EMTALA imposes a series of obligations on a hospital emergency department. First, the hospital must provide an “appropriate medical screening examination within the capability of the hospital’s emergency department.” . . . If the hospital detects an emergency medical condition, the hospital must provide “either (A) within the staff and facilities available at the hospital, for such medical examination and such treatment as may be required to stabilize the medical condition, or (B) for the transfer of the individual to another medical facility. . . .” “If an individual at a hospital has an emergency medical condition which has not been stabilized . . . the hospital may not transfer the individual unless . . . a physician has signed a certification that based upon the information available at the time of transfer, the medical benefits reasonably expected from the provision of appropriate
medical treatment at another medical facility outweigh the increased risks to the individual...”

Jackson’s survivors argue that Redbud violated EMTALA’s screening requirements by providing medically inadequate screening examinations and by failing to order additional tests on April 5, when, they allege, it was obvious that Jackson was suffering from a physical disorder, and not a psychological one. The survivors also argue that the examinations performed by Redbud’s doctors and nurses were so wanting as to be “inappropriate” medical screening examinations. Acknowledging the weight of authority supporting the district court’s conclusion that an examination does not have to be “medically adequate” to satisfy EMTALA’s requirements, they ask us to overrule those precedents. In addition, they argue, without evidentiary support, that there is a material possibility that the doctors acted in bad faith because their diagnoses were “inherently implausible.” We reject all of these arguments, and hold that Redbud satisfied its EMTALA screening obligations.

“The statutory language of the EMTALA clearly declines to impose on hospitals a national standard of care in screening patients.” Seven of our sister circuits have held that to comply with this requirement, a hospital only must provide a screening examination that is comparable to that offered to other patients with similar symptoms... In Eberhardt, we did not explicitly adopt this comparative test as the standard... We now adopt this comparative test. We hold that a hospital satisfies EMTALA’s “appropriate medical screening” requirement if it provides a patient with an examination comparable to the one offered to other patients presenting similar symptoms, unless the examination is so cursory that it is not “designed to identify acute and severe symptoms that alert the physician of the need for immediate medical attention to prevent serious bodily injury.” This standard is consistent with Congress’s purpose in enacting EMTALA, which was to limit the ability of hospitals to avoid treating poor or uninsured patients... The district court concluded that there was no genuine issue of material fact that Jackson received initial screening examinations which satisfied Redbud’s EMTALA obligations. The court noted that the Redbud doctors and nurses performed these screenings according to Redbud guidelines, and that Jackson was triaged by a nurse and examined by a doctor during each of his visits to the Redbud emergency room. During these visits, the physicians performed several physical examinations and ordered multiple laboratory tests. The district court also concluded that Jackson’s survivors failed to create a genuine issue of material fact that these examinations were so substandard or of such low quality as to violate EMTALA, and that the Jackson’s survivors’ expert witnesses established nothing more than a failure to properly diagnose Jackson’s symptoms, an error which might result in state tort liability, but not in EMTALA liability. The district court also rejected as groundless the argument that Jackson was treated differently from other patients because he exhibited psychiatric, and not just physical, symptoms. It also rejected the argument that the Redbud physicians departed from their own procedures when they consulted with a Lake County crisis worker.

The district court properly concluded that Redbud complied with EMTALA’s screening requirements. Jackson’s survivors also argue that Redbud failed to stabilize Jackson’s emergency medical condition prior to his transfer to East Bay... As we have previously explained, a “hospital’s duty to stabilize the patient does not arise until the hospital first detects an emergency medical condition.” In Eberhardt, the plaintiff claimed that the hospital violated EMTALA’s stabilization requirements by failing to treat his son’s suicidal tendency, and that this failure led to his son’s death. We rejected this argument, and held that the hospital had no obligation to stabilize the son’s suicidal tendency, because the hospital never detected it. This “actual detection” rule comports with the law of five other circuits... Redbud stabilized the only emergency condition its doctors detected: agitation which posed a risk of Jackson injuring himself...

The parties agree that Dr. Ollada believed that he had stabilized Jackson’s condition at the time of his transfer to East Bay, and that he believed that Jackson was no longer agitated at that time. The parties’ disagreement concerns medical conditions which remained undetected by the Redbud medical staff...

The survivors also contend that Redbud violated EMTALA’s certification requirements because Dr.
Ollada did not “sign[] a certification . . . that based upon the information available at the time of transfer, the medical benefits reasonably expected from the provision of appropriate medical treatment outweigh the risks to the individual.” . . . The survivors argue that the certification form signed by Dr. Ollada was deficient because the form did not contain specific written descriptions of each of those risks and benefits. We conclude, however, that EMTALA’s certification requirement does not apply in the circumstances of this case. The certification provision applies only when a hospital has detected an emergency medical condition and thereafter elects to transfer the patient, rather than to stabilize the condition . . . .

III.

California Heath and Safety Code imposes on California hospitals an obligation to tend to all patients requesting emergency care:

Emergency services and care shall be provided to any person requesting the services or care, or for whom services or care is requested, for any condition in which the person is in danger of loss of life, or serious injury or illness, at any health facility licensed under this chapter that maintains and operates an emergency department to provide emergency services to the public when the facility has appropriate facilities and qualified personnel available to provide the services or care.

The statute defines “emergency services and care” as “medical screening, examination, and evaluation by a physician . . . to determine if an emergency medical condition or active labor exists and, if it does, the care, treatment, and surgery by a physician necessary to relieve or eliminate the emergency medical condition, within the capability of the facility.”

[The statute] also provides a safe harbor for hospitals and doctors who refuse to render care, provided that their refusal is based on a determination that the person is not suffering from an emergency condition or that they cannot treat the emergency condition afflicting the patient . . . .

The district court granted Redbud summary judgment . . . for the same reasons it granted it summary judgment on the EMTALA claim. The district court found that the Redbud doctors provided medical screenings, examinations, and evaluations designed to determine whether Jackson had an emergency condition, and the court found that Redbud provided the care and treatment required to eliminate the emergency condition Dr. Ollada identified (Jackson’s agitation) . . . .

The survivors . . . contend that the provision in [the statute] precluding liability “if a refusal to render emergency services or care . . . is based on the determination, using reasonable care, that the person is not suffering from an emergency condition” establishes a reasonable care standard for liability . . . . They further argue that the opinions provided by their medical experts constitute material evidence supporting the conclusion that Redbud doctors did not act reasonably when they determined that Jackson was suffering from a psychological, and not a physical, condition.

. . . .

The logical reading of [the statute], which we adopt, is that its duty of reasonable care only applies in two situations: First, it applies when the hospital does not provide a medical screening, examination, or evaluation to determine if the patient presents an emergency medical condition. Such a failure constitutes “a refusal to render emergency services and care.” There is no dispute that Redbud provided medical screenings and examinations designed to determine if Jackson suffered from an emergency medical condition.

Second, [its] duty of reasonable care applies when a doctor diagnoses a condition, but declines to provide treatment because he determines either that the condition is not an “emergency medical condition” or that the hospital does not have the appropriate facilities or personnel to provide care . . . . If a hospital does not diagnose an emergency condition, it cannot “refus[es] to render emergency care,” because one cannot “refuse” to treat a condition one does not detect . . . .

IV.

Noting that the non-statutory claims against Adventist were tort claims, the district court held that Adventist’s liability, if any, could only arise out of its contractual relationship with Redbud under a joint
venture or joint tortfeasor theory of liability. The dis-
trict court then held that Adventist and Redbud were
neither joint venturers nor joint tortfeasors. On ap-
peal, the survivors argue that Adventist is directly
liable under EMTALA, and that the district court
erroneously concluded that Adventist and Redbud
were neither joint venturers nor joint tortfeasors.

The argument that Adventist is directly liable un-
der EMTALA contradicts our precedents and the
statutory definition of a “hospital.” . . .

The survivors next argue that the Association
Agreement created a joint venture or joint enterprise
between Redbud and Adventist. . . .

[The court then rejects this argument.]

The survivors also argue that the district court
erred when it concluded that Adventist and Redbud
were not joint tortfeasors. . . . In light of the limited
role Adventist played in the provision of patient care,
the district court properly concluded that Adventist’s
connection to Jackson’s injury was too tenuous to
support a conclusion that Adventist owed Jackson a
duty of care. The district court properly determined
that Adventist was not Redbud’s joint tortfeasor.

The district court properly granted summary judg-
ment to Redbud and Adventist on Jackson’s survivors’
EMTALA and [state law] claims. The district court also
properly held that Adventist was not liable, as a matter of
law, on their other state law claims.

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