

Ethics & Professional Conduct

TEXT BOX

Under What Circumstances Can a Doctor Terminate the Relationship?

Generally, health care providers can terminate a doctor-patient relationship for virtually any non-discriminatory reason, provided they give the patient proper notice. Some common reasons include:

- Non-compliance, or refusing to follow the treatment plan
- Numerous missed appointments (cancellations, no-shows, etc.)
- Ignores office policies
- Verbal abuse (threats of harm, swearing, etc.)
- Non-payment of bills
- Patient consistently complains about/is dissatisfied with the care he/she is receiving
- Patient is under the effects of drugs or alcohol

Risk Management: Ending the Doctor-Patient Relationship!

Can a Chiropractor Terminate Care for a Patient? Of Course, but Avoid the Pitfalls!

“Since patients have the right to dismiss providers at will for reasons satisfactory to themselves, likewise, a doctor of chiropractic may decline to attend a patient if professional ethics and personal self-respect and dignity are compromised. The doctor of chiropractic is encouraged to terminate a doctor-patient relationship when it becomes reasonably clear that the patient is not benefitting from chiropractic care.

Having accepted a patient, a doctor of chiropractic shall give the patient the best chiropractic care possible within the confines of his or her expertise. If a doctor of chiropractic decides to withdraw from a particular case, the patient or the patient's legal representative shall be given sufficient notice to enable him/her to obtain another health care provider.”

- ICA Code of Ethics

Every health care provider has patients who are “difficult.” That’s part of the job.

But there comes a time in every practitioner’s career when they have a patient they just can’t reach, and the doctor-patient relationship has completely frayed beyond repair. He or she may completely ignore the treatment plan, consistently cancel follow-up visits, verbally abuse staff – it’s happened to most health care providers at one time or another. The question is: Under what

circumstances can a chiropractor tell a patient like that to take a hike? And, what are the legal risks that could potentially accompany terminating the doctor-patient relationship?

Can the Relationship Be Terminated by the Doctor? Yes!

Once the doctor-patient relationship has been established, there is an ethical – and legal – obligation to provide services until the relationship has been properly terminated. Michigan case law, specifically *Fortner v. Koch* (1935), outlines this obligation and also the methods by which the doctor-patient relationship may be terminated:

*When a physician takes charge of a case and is employed to attend a patient, the relation of physician and patient continues until ended by the **mutual consent of the parties**, or **revoked by dismissal of the physician**, or the **physician determines that his services are no longer beneficial to the patient** and then only upon giving to the patient a reasonable time in which to procure other medical attendance. [Emphasis added.]*

Another Michigan case, *Tierney v. University of Michigan Regents* (2003), confirms the obligation to treat the patient until discharged and also the right of a physician to terminate the doctor-patient relationship:

*Generally speaking, a person who engages a physician to treat his case impliedly engages him to attend throughout the illness or until his services are dispensed with. Stated differently, the relation of physician and patient, once initiated, continues until it is ended by the consent of the parties or is revoked by the dismissal of the physician, or until the latter's services are no longer needed or **he withdraws from the case**. Thus, **the physician has a definite right to withdraw from the case** provided he gives the patient reasonable notice so as to enable him to secure other medical attendance. [Emphasis added.]*

Patient Abandonment

When the doctor-patient relationship is terminated at the behest of the provider, care must be taken to ensure that a claim of “patient abandonment” cannot be made and that the reasons for termination can be proven objectively, should the patient attempt to make an abandonment case.

According to **Stuart E. Hoffman, DC, FICA**, risk management expert and founder/president of the professional chiropractic malpractice insurance liability provider ChiroSecure, three elements must exist for patient abandonment to occur:

1. The termination of services must be unilateral, i.e., not by mutual agreement
2. The termination must occur without reasonable notice, meaning notice adequate to give the patient a sufficient opportunity to secure alternative care, and
3. The termination must occur when there is still the necessity of continuing care

The *Tierney* case affirms the right of a patient in Michigan to file an action for patient abandonment, stating:

“It is but a corollary of the physician’s right to withdraw from a case upon giving proper notice, that he is under a duty to continue attendance upon the patient until the conditions for his rightful withdrawal are complied with. Consequently, a physician who is generally engaged to attend a patient is liable for any damages caused by his abandoning the case without sufficient notice or adequate excuse, provided injury results from his action. [Anno: Liability of physician who abandons case, 57 A.L.R.2d 432, 437.]”

Courts across the country have held that proper notice means that the termination of the doctor-patient relationship must be communicated to the patient and must give the patient enough time to obtain another provider of the patient’s choosing. The amount of time that must be given varies, based on the patient’s individual circumstances and the level of care required. In a simple, non-life-threatening case, one or two weeks may be sufficient. In very serious cases, it might be one or two months.

Provide Written Notice!

To protect against a patient abandonment claim, all steps taken must be properly documented. A critical part of this documentation is the written notice to the patient that he or she must find a new chiropractor. This written notice should be mailed to the patient by regular and certified mail, return receipt requested. It is important to keep a copy of the letter, the original certified mail receipt, and the original return receipt (even if not signed for by the patient) in the patient’s records.

The written notice should include:

- Specific reasons for termination, clearly communicated.
- Effective date of termination, being sure to provide for a reasonable time period to establish a relationship with another chiropractor
- How you will help the patient secure alternate care
- If the patient will require ongoing chiropractic care, make sure that is conveyed in a clear, concise manner
- Information on how the patient can have his/her records sent to the new chiropractor

Additional Risk Management Points to Consider:

- Document EVERYTHING! This is especially important in cases of non-compliance. Well-documented attempts by the chiropractor to discuss and correct the situation, as well as clear communication to the patient about the dangers of non-compliance and detailed records of all communications, will go a long way should a “patient abandonment” claim be made down the road.

- You may wish to develop an office protocol/policy outlining the necessary steps that must be taken. Be sure to include all procedures, the office chain of command, etc.
- Remember that your basis for terminating the doctor-patient relationship cannot be discriminatory in any way, including on the basis of the patient's gender, race, religion, sexual preference, or disability, including a diagnosis of asymptomatic HIV.
- Should the patient require care during the transition period outlined in the notice, provide care so that the patient does not feel as though you have abandoned them.
- Keep your office staff informed at all points along the way.
- It may be advisable to seek the advice of an experienced attorney prior to terminating care, in order to make sure that all the risk management T's are crossed and I's are dotted.

This article is intended to be informational only, and does not constitute legal advice regarding any specific matter or situation. Legal advice may be given only on the basis of specific facts relayed by a client to an attorney.