How do you terminate the dentist-patient relationship?

By Stuart J. Oberman, Esq.

The American Dental Association’s code states that each dentist has a “duty to respect the patient’s right to self-determination.” Patients choose their dentists for a variety of reasons. These reasons may range from the type of insurance a dental practice may accept, the personality of the practice or the type of dental care a particular practice may provide.

A dentist’s main obligation to a patient is to provide complete and competent dental care. However, dentists do have discretion regarding the patients they choose to accept in their practice. Dentists also have the autonomy to terminate an existing dentist-patient relationship.

Yet, the termination of a dentist-patient relationship presents difficult issues, and a dentist must carefully follow the appropriate procedures for termination of the relationship.

When considering the termination of a dentist-patient relationship, a dentist should consult with his or her attorney to determine the proper procedure for termination of the relationship, which may vary depending on state law.

The termination of a dentist-patient relationship is legally justified when both parties agree to end it (such as when the patient’s dental insurance plan changes and the current dentist is not a member of the plan or when the patient moves out of town).

Another legally justified termination occurs when a course of treatment is completed. In this case, however, the patient should be made aware of the fact that the treatment has been completed.

Another example of a legally justified termination occurs when the patient decides to terminate the relationship unilaterally, typically over either unhappiness with the results of the treatment or over administrative, management or personality conflicts.

Abandonment
The type of termination that causes dentists to have potential legal challenges occurs when a dentist decides to unilaterally terminate the dentist-patient relationship. One of the biggest areas of concern when a dentist decides to terminate a patient relationship is abandonment.

Abandonment occurs when a dentist terminates a patient relationship without giving the patient adequate notice or time to locate another practitioner. Abandonment issues generally will not arise when a dentist properly dismisses a patient from his or her practice.

However, abandonment may occur when a dentist refuses to complete a patient’s treatment for no justified reason or when a dentist refuses to see a patient for a follow-up visit. Abandonment is difficult for the patient to prove if a dentist follows the proper and required steps in order to terminate the dentist-patient relationship.

How to terminate the relationship
Any dentist contemplating the termination of a dentist-patient relationship should notify the patient of the dentist’s intention to terminate the relationship.

A letter should be sent to the patient by certified mail with a return receipt requested, which informs the patient of the reasons that the dentist-patient relationship is being terminated. A copy of the termination letter should always be kept in the patient’s file.

The patient’s five obligations
A dentist may unilaterally terminate a patient relationship if the patient has breached one of the five obligations that he or she may owe to the dentist.

• The first obligation owed by a patient is to follow the dentist’s instructions and to cooperate in his or her own care.
• Second, the patient has the obligation to keep scheduled appointments.
• Third, the patient is obligated to compensate the dentist for any, and all, professional services rendered.
• Fourth, the dentist-patient relationship may be terminated if the patient is (or was) disruptive or abusive to the office staff or even to other patients in the office.
• Finally, the patient has breached his or her obligations to the dentist if he or she withheld information regarding his or her medical status or history.

The terminating dentist should provide the patient with adequate time in order to seek alternative care if the patient still requires continued care. The dentist should provide a specific timeframe, often defined by state law, during which the patient should seek a new dentist, such as 30 days.

This timeframe may vary depending on whether the dentist is a generalist or specialist, as well as on the availability of other practitioners in the area. During this timeframe, the dentist should be available for emergency care.

A dentist is not required to make a specific recommendation to a subse-
quent treatment provider. The dentist is only responsible for helping the patient find a subsequent provider if the patient requests it.

It is sufficient for the dentist to refer the patient to a local dental society for a referral. It is also sufficient to simply provide the patient with a copy of the Yellow Pages listing of local dentists.

The only restriction on patient referrals imposed on the dentist is that a dentist should not refer a patient to a subsequent provider if the dentist knows that the subsequent provider is not qualified to satisfy the patient’s needs.

Finally, the dentist should inform the patient that, upon request, a copy of his or her records will be forwarded to him or her or to a subsequent treatment practitioner.

It is important to note that HIPAA compliance must be considered and followed regarding the transfer of any patient file.

Legally, while it may be acceptable to charge the patient a fee for the copy of his or her records, it may not be prudent in this situation, and may give the patient grounds to consider retaliating by filing a complaint with the local dental board.

After patient termination
The office staff of a dental practice should be fully aware that a particular dentist-patient relationship has been terminated. Office staff must be aware that an appointment should not be scheduled for a particular patient after the specified termination date.

In addition, if a potential subsequent treatment dentist contacts a dental office in order to ascertain the reason behind the patient seeking a new dentist, office staff must be trained how to properly handle the discussion.

No member of the dental staff should malign the patient, as this might interfere with the formation of a new dentist-patient relationship. A member of the office staff, preferably the office manager or the treating dentist, should merely state that there were administrative differences to which the treating dentist and the patient could not agree upon.

Once a patient has been dismissed from a practice, the patient should not be accepted back to the practice.

Dentists should understand that there are exceptions that apply to terminating a patient relationship. The decision to terminate a patient relationship must not be discriminatory.

In addition, a dentist should not dismiss a patient who is bleeding profusely, in excruciating pain, suffering from major swelling or in a life-threatening situation.

Dentists do have the right to discontinue ongoing treatment if, in their best clinical judgment, the patient’s best interests are served by doing so. This can be accomplished without the risk of having abandoned the patient.

When a dentist discontinues treatment, the patient still remains a patient of the practice and should be able to seek further treatment at any time.

The patient must consent to the discontinuation of treatment. However, if the patient refuses to consent, the dentist has the option of legally terminating the dentist-patient relationship based on the patient’s failure to follow the dentist’s medical advice and to cooperate in their own care.

The obligations and duties of both dentists and patients must be understood within the dentist-patient relationship.

Understanding the significance and ramifications of these duties and how and when to properly terminate a patient will minimize the risk of being sued by the patient or having a patient file a complaint with the local dental board.

About the author
Stuart J. Oberman, Esq., has extensive experience in representing dentists during dental partnership agreements, partnership buy-ins, dental MSOs, commercial leasing, entity formation (professional corporations, limited liability companies), real estate transactions, employment law, dental board defense, estate planning and other business transactions that a dentist will face during his or her career.

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