

Terminating dentist-patient relationships: balancing ethics and practical considerations

SADJ March 2024, Vol. 79 No.2 p113-116

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INTRODUCTION

In South Africa, the right to healthcare is not explicitly guaranteed in the Constitution. However, the Constitution does protect the right to life, which has been interpreted by the Constitutional Court to include a right to access healthcare services.

A dentist's duty to a patient is to provide complete and competent dental care. Practitioners often wonder whether they are required to accept everyone who presents themselves to their office for treatment as a patient. No, you're not!

Dentists are not "innkeepers" and need not open their doors to all who seek their services. Dentists also have the autonomy to decide which persons to accept as patients or to terminate an existing dentist-patient relationship subject to what is stated below.

Practitioners are, however, prohibited from discriminating against and refusing services to any person solely based on discriminatory grounds such as their race, religion, gender, sexual orientation, national origin, handicap, disability etc.

In emergencies the principles of beneficence and nonmaleficence apply, regardless of the patient's ability to pay – the dentist must stabilise the patient before referral, as the Constitution states that nobody may be refused emergency medical treatment. In non-emergency cases, the dentist is still required to do good for the patient, and avoid harm, for example by referral to the public sector or, if the doctor charges private fees and does not submit claims to patients' medical schemes, refer the patient to a colleague who would accept the patient's medical scheme coverage.

The National Health Act 2003 provides that health establishments must implement measures that minimise injury or damage to the person or property of healthcare workers. This means that practitioner employers are under a general duty to provide a safe and healthy workplace free from hazards and that their employees are protected from physical harm, their working environment made safe and free from any hazardous incidents.

In the case of a patient who is known to be or has a history of violent and abusive behaviour, the management and treatment of that patient may be characterised as a workplace hazard. An employer who fails to take steps to control the risk posed by such a patient may have breached their obligation to protect the health and safety of their employees.

In addition, it may not only be employees who may be at risk from violent or abusive behaviour, but other patients in the practice could also be injured by another patient, or even suffer an adverse health outcome as a result of witnessing the behaviour of another patient.

FINANCIAL STRAIN

Financial issues are a routine challenge in dental practices. The financial limitations of patients or reduced benefits provided by their schemes are often the main barriers to accessing the required treatment and negatively affect health outcomes.

Patients also often have unrealistic expectations that require the practitioner to know the extent of benefits, limitations or exclusions of the patients' medical scheme plan. Practitioners are also often required by their patients to obtain pre-authorisations for procedures from patients' medical schemes.

Some practitioners are uncomfortable about discussing financial issues with their patients for various reasons, such as the patient will consult with another practitioner if fees are considered unaffordable or the practitioner cannot estimate costs as external contractors or materials need to be sought.

Many of the treatment plans are rejected simply because the patient cannot afford to pay either at the time or even over the duration of treatment.

Some practitioners also believe if they began to accept requests for a fee reduction, it would gradually raise other patients' expectations, which may result in unfavourable consequences. Others are of the view that rejecting patients' requests to make a reduction would damage their reputation and would be harmful to the dental profession in the long term.

DISMISSING A PATIENT

Just like in any relationship, nearly all dentists will need to dismiss a patient at some point in their careers. Dismissals can be upsetting for patients and stressful for dentists.

Although the list is not exhaustive, the dismissal of a patient can be for many reasons, such as:

- **Treatment nonadherence:** The patient does not or will not follow the treatment plan or the follow-up instructions or discontinues medication or therapy regimens prior to completion.

- **Follow-up noncompliance:** The patient repeatedly cancels follow-up visits or fails to keep scheduled appointments with the practitioner or consultants.
- **Verbal abuse or violence:** The patient, a family member or a third-party caregiver is rude, uses disparaging or demeaning language, or sexually harasses office personnel or other patients, visitors or vendors; exhibits violent or irrational behaviour; makes threats of physical harm; or uses anger to jeopardise the safety and wellbeing of anyone present in the office.
- **Display of firearms or weapons:** The patient, a family member or a third-party caregiver wields a firearm or weapon on the premises.
- **Inappropriate or criminal conduct:** The patient exhibits inappropriate sexual behaviour toward providers or staff or participates in drug diversion, theft or other criminal conduct involving the practice.
- **Nonpayment:** The patient owes a backlog of bills and has declined to work with the office to establish a payment plan or has discontinued making payments that had been agreed on previously.

The termination of a dentist-patient relationship is justified when:

- Both parties agree to end it (such as when the patient's medical scheme changes and the dentist is not a member of the plan or when the patient moves out of town).
- When a course of treatment is completed and the patient is made aware that the treatment has been completed.
- 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.

Exceptions and special circumstances

A number of situations may require additional steps or a delay before ending the patient relationship. Examples include the following situations:

- If the patient is in an acute phase of treatment, delay ending the relationship until the acute phase has passed. For example, if the patient is in the immediate postoperative stage, it is not advisable to terminate the relationship.
- If the provider is the only source of dental care within a reasonable driving distance, care may need to continue until other arrangements can be made.
- When the provider is the only source of specialised medical dental care, treatment may need to continue until the patient can be safely transferred to another provider who is able to provide appropriate care and follow-up.

Patients should be given some indication of the financial requirements when they make an appointment for treatment to prevent them from delaying making other arrangements for care while waiting for an appointment at which they will receive no treatment. While it has not been clearly established that making an appointment creates a dentist-patient relationship, it would be difficult to explain why someone in urgent need of care or pain was turned away after having waited for an appointment.

Abandonment of patients

One of the biggest areas of concern when a dentist decides to terminate a patient relationship is abandonment.

A patient is abandoned when a doctor ceases treatment before the patient has recovered or has terminated his or her contract with the doctor, and the doctor does not refer the patient to another practitioner or institution that can continue such treatment.

A doctor who abandons a patient without referral to another doctor or arranging for their further treatment will be liable for damages. Therefore, if a doctor undertakes treatment for a patient, such treatment may not be abandoned if it would harm the patient – unless the patient makes it impossible for the doctor to treat him or her. For example, an inability to pay may make it impossible for a doctor to prescribe a treatment regimen. The treatment may be terminated, but the patient should then be referred to a public health facility or another practitioner for treatment.

Doctors who deal with patients' medical schemes and refuse to treat patients who cannot afford to pay for treatment in advance will escape liability for abandonment if they refer such patients to a public health facility or a colleague prepared to treat them at medical scheme rates.

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.

If the patient chooses not to return to the office for the remainder of their treatment, be sure to inform the patient of any currently diagnosed oral condition, as well as any treatment recommendations and risks of not seeking further care.

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.

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 subsequent treatment provider. The dentist is only responsible for helping the patient find a subsequent provider if the patient requests it. The dentist should inform the patient that copies of his or her records are available to them or will be forwarded to a subsequent treatment practitioner.

Document any concerns that may suggest a breakdown in the dentist-patient relationship, as well as any efforts made to save this relationship in the patient's records. As with all recordkeeping, documentation should be timely and accurate.

Review outstanding balances. You can discuss any financial balances the patient may still owe, or you may waive the patient's outstanding fees as a gesture of goodwill. Each situation is unique, and your decision will depend on a number of factors such as the success of the treatment provided, the financial situation of the patient, the underlying reason for dismissal and the patient's history with the practice.

Elements of the written notice

Include the following information in the written notice:

Reason: Although stating a specific reason for ending the relationship is not required, it is acceptable to use the catchall phrase "inability to achieve or maintain rapport", state that "the therapeutic provider-patient relationship no longer exists" or assert

that “the trust necessary to support the relationship no longer exists”. If the reason for ending the relationship is patient noncompliance/nonadherence, that may be stated as well, along with your attempts to obtain patient compliance.

Effective date: The effective date for ending the relationship should provide the patient with a reasonable amount of time to establish a relationship with another practitioner. Although 30 days from the date of the written notice is usually considered adequate, review each case.

The relationship may be ended immediately under the following circumstances:

- The patient has ended the relationship. (Acknowledge this in writing with a letter from the practice.)
- The patient or a family member has threatened the provider or staff with violence or has exhibited threatening behaviour. Practitioners are legally obliged to provide a safe working environment for their employees.
- The patient participates in drug diversion, theft or other criminal activity involving the practice.
- The patient exhibits inappropriate behaviour or sexual misconduct toward the provider or staff.

Interim care provisions: Offer interim emergency care prior to the effective date.

Continued care provisions: Offer referral suggestions for continued care.

Patient records: Offer to provide a copy of the office record to the new practitioner or the patient.

Transition of care: Indicate willingness to speak with the patient’s new provider if requested to help ensure a smooth transition.

Patient responsibility: Specify that the patient is personally responsible for all follow-up and for continued dental care.

Medication refills: Explain that medications will be provided or prescribed only up to the effective date that the relationship ends.

Draft patient termination letters

Dear Patient,

While it has been a pleasure treating you over the past few months/years, it has come to my attention that your account with our practice is in arrears. The current balance on your account is R_____. We have previously notified you of the outstanding amount but without resolution.*

Unfortunately, we must terminate our dentist-patient relationship with you due to the lack of compliance with our practice’s stated financial protocols. Of the items on your original treatment plan, we have completed the following _____.

You still require _____.

Failure to promptly seek examination and care from your next dentist could result in _____.

Sincerely,
Dentist’s Signature

Date
Patient Name
Street Address
City, Code

Dear (insert patient’s first name),

We have contacted you on several occasions with monthly statements, telephone messages and a personal letter concerning your outstanding balance with our practice.

We have determined that due to your noncompliance with our practice’s financial policy we must terminate our dentist-patient relationship.

In order to allow you adequate time to find another dentist, we will be available for the next 30 days for emergency treatment only. If you need assistance in finding another dentist, you may contact _____ at: _____ or utilise other resources (eg the internet).

We will forward a copy of your dental records to you or your new dentist upon receiving a signed written authorisation request. Please clearly indicate whom you wish to receive a copy and where you wish us to send the records. Please allow five business days from receipt of your request for duplication and mailing.

Sincerely,
Dentist’s Signature

[Date]
[Insert Patient Name]
[Insert Patient Address]
[Insert Patient City, Province, Code]

Dear (Patient):

Thank you for selecting (dental group) as your dental care provider. It has become apparent because of a breakdown in our doctor-patient relationship, which is necessary for optimal care, your dental needs would be better met elsewhere.

This letter is to inform you that as of the date of this letter, I (we) will no longer be able to provide you with your dental care and treatment. Should an emergency arise within the next 30 days, I(we) will be available to you during our regular office hours.

Dental conditions tend to worsen with time if they are not addressed. Therefore, I recommend you seek another dental care provider as soon as possible.

My office will be happy to forward your records to you or your new dental care provider upon receipt of a written release. Your new provider can help you with this release. I appreciate the opportunity to have been of service to you as your dental care provider and wish you the best of luck moving forward.

Sincerely,
[Doctor’s Signature]

Dear Patient

It has become apparent to me that our professional relationship has deteriorated over the past several {weeks/months}. A healthy dentist-patient association is based on mutual trust, respect and understanding, which are lacking between us. Without assessing blame to you, my team or me, it seems now is the appropriate time to end our relationship.

You should know several things about your oral condition. There presently is no dental work pending. If you have an emergency situation within the next 30 days, please contact us and we will do our best to accommodate you. Thereafter, we ask that you seek all dental treatment elsewhere.

You also should select a new dentist soon. If you or your new dentist require copies of your dental records, please send us a written release and we will be happy to forward them to the appropriate person.

My team and I regret that this situation had to occur. We wish you good health in the future.

*Very truly yours,
{Dentist Name}*

After patient termination

Avoid any further contact. 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.

Where patients have exhibited or threatened violence, office personnel should develop protocols to manage unexpected patient visits, especially if there is a potential safety risk. Once the timeline for emergency care has ended, and the patient is fully dismissed from the office, the dentist is under no obligation to accept the patient back into the office for future care.

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; a member of the office staff, preferably the office manager or the treating dentist, should merely state that there were administrative differences on which the treating dentist and the patient could not agree.

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

It is important to appreciate that when you are attempting to terminate the doctor/patient relationship, it may not be prudent to place a financial stumbling block such as a records duplication fee in the patient's way. This is particularly prudent when the doctor is attempting to unilaterally terminate the relationship. Also, while the patient may reticently accept being dismissed from your practice because of his/her actions or inactions, attempting to collect a fee for record duplication may be sufficient impetus for him/her to consider retaliatory litigation for any perceived wrong that, up to this point, was not that important.

This brings us to a tangential factor relating to what should and should not be done when a potential subsequent treating practitioner contacts your office to find out the reason(s) behind the patient seeking a new doctor. Neither you nor your staff should bad-mouth the patient regarding such matters as his/her financial status with your office, his/her behaviour while a patient, his/her level of cooperation, etc. In other words, you don't want to say negative things about the patient, even if truthful, because these facts might, in and of themselves, interfere with the formation of a new substitute doctor/patient relationship. Prudent risk management dictates that you merely state that there were administrative differences to which you and the patient could not agree on, sans the details.

Unfortunately, not all dismissals go as smoothly as we hope. Should there be a complaint with the regulator or legal proceedings, seek advice from your professional indemnity provider.

CONCLUSION

Dentists have an ethical obligation to care for patients, but are permitted to terminate the difficult dentist-patient relationship, provided an alternative is available. There is no duty incumbent on dentists to treat people who are not their patients, except in medical emergencies.

CPD questionnaire on page 120

The Continuing Professional Development (CPD) section provides for twenty general questions and five ethics questions. The section provides members with a valuable source of CPD points whilst also achieving the objective of CPD, to assure continuing education. The importance of continuing professional development should not be underestimated, it is a career-long obligation for practicing professionals.

