LEGAL UPDATE 2018

PATIENT TERMINATION

VS.

PATIENT ABANDONMENT

JENNIFER R. ANNIS
ATKINSON, HASKINS, NELLIS, BRITTINGHAM,
GLADD & FIASCO
I HAVE NO RELEVANT FINANCIAL RELATIONSHIPS OR AFFILIATIONS WITH COMMERCIAL INTERESTS TO DISCLOSE
PATIENT SATISFACTION?
WHAT ABOUT PROVIDER SATISFACTION?
PATIENT TERMINATION VS. PATIENT ABANDONMENT

• AMA Code of Ethics 1.1.5 Terminating a Patient-Physician Relationship:
  • Fiduciary responsibility entails an obligation to support continuity of care.
  • When considering withdrawing from a case, physicians must:
    • 1. Notify the patient (authorized decision maker) long enough in advance to permit the patient to secure another physician.
    • 2. Facilitate transfer of care when appropriate.
DO ES A “RELATIONSHIP” EXIST?

• **LIMITED EXAMS:**
  • **INSURANCE PHYSICALS**
  • **SCHOOL SCREENINGS**
  • **HEALTH FAIR VOLUNTEER**

• **PARTICIPATION IN WEB SITE DISCUSSIONS**

• **ALWAYS USE A DISCLAIMER!**
TOP 10 REASONS FOR TERMINATION:

- Physician moves
- Physician leaves insurance network
- Numerous missed or cancelled appointments by patient
TOP 10 REASONS FOR TERMINATION:

• Unethical behavior
• Disruption to trust relationship – threat to sue
• Sexual advances
TOP 10 REASONS FOR TERMINATION:

- **Rude, antagonistic or disruptive behavior**
- **Violence or threats of violence**
- **Billing disputes**
AND REASON #1... NON-COMPLIANCE
IT IS ILLEGAL TO TERMINATE BASED ON:

- Race
- Color
- Creed
- Ethnicity
- Gender
- Age

- Disability – unless the patient requires care for that disability that’s outside your expertise
OKLAHOMA LAW ON ABANDONMENT

“UNLESS THERE IS AN EMERGENCY OR THERE ARE OTHER SPECIAL CIRCUMSTANCES, A PHYSICIAN HAS A DUTY NOT TO LEAVE A PATIENT AT A CRITICAL STAGE WHEN THE PATIENT NEEDS FURTHER MEDICAL TREATMENT WITHOUT GIVING THE PATIENT REASONABLE NOTICE SO THAT THE PATIENT HAS A REASONABLE OPPORTUNITY TO OBTAIN THE NECESSARY MEDICAL TREATMENT FROM ANOTHER PHYSICIAN.”

• OKLAHOMA UNIFORM JURY INSTRUCTION 14.5
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• OKLAHOMA UNIFORM JURY INSTRUCTION 14.5
BUT FIRST . . .

- **Review your chart**
  - Is there written support for termination?
- **Give a warning**
  - Always document the warning!
  - Try to have a witness present for the warning.
  - If terminating for non-payment, send a letter first requiring a payment plan.
  - If terminating for bad behavior, consider a behavior contract.
MAYBE NOT THIS WARNING, BUT IT'S ENTERTAINING NONETHELESS
DETAILS TO WORK OUT PRE-TERMINATION:

• **Scope of termination?**
  - What about your partners?

• Be sure to notify Office Administrator and Scheduling
  - “No Schedule” list
  - EMR Red Flag

• Check MCO, HMO, PPO contract requirements
TRICKY TERMINATIONS . . .
THE LETTER YOU WANT TO SEND:

Guess What?
You're Fired!

You   Door
THE LETTER YOU ACTUALLY SEND:

- **Professional, non-confrontational**
- **Do not have to state the reason**
  - However, if you do, be brief and objective
- **Clearly state the date termination is effective**
  - Not the same date as the letter
- **Clearly state the time to provide emergency care only** (usually 30 days)
  - Rural area?
  - Only specialist in the area?
  - Time can be less if made threats or was violent
- **Identify source for referral – insurance network, medical society, etc.**
- **Explain the process to forward medical records**
  - Enclose a HIPAA-compliant medical authorization
LETTER TRANSMITTAL

• **VIA CERTIFIED MAIL, RETURN RECEIPT**
• **REGULAR U.S. MAIL**

• **COPY LETTER AND RETURN RECEIPT FOR CHART**
AND IF THERE IS AN EMERGENCY?

• ER call
  • You MUST see them!

• Patient declared emergency
  • You MUST see them!
  • If you disagree that their stated reason was not really an emergency, only document that you saw them for a claimed emergency.
    • Do not note that you disagree; that can be a possible waiver of the termination.

• Reiterate that the termination process will proceed following the emergency and chart it.

• Send a follow up letter
QUESTIONS?

FOR ANY QUESTIONS FOLLOWING THIS PRESENTATION:

JENNIFER R. ANNIS
525 S. MAIN STREET, SUITE 1500
TULSA, OK 74103

918.732.4222

JANNIS@AHN-LAW.COM