



# CASE OF THE QUARTER: TERMINATION

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*The “Case of the Quarter” column is a sample case study that highlights best practices in actual scenarios encountered through [PRMS’ extensive experience in litigation and claims management](#). Specific names and references have been altered to protect clients’ interests. This discussion is for informational and education purposes only and should not be relied upon as legal advice.*

## **FACTS:**

Dr. Spring was treating a patient, Ms. Flowers, who was non-adherent to his treatment plan. She frequently cancelled appointments and self-adjusted her medications. Dr. Spring decided to terminate the treatment relationship and to begin that process by telling Ms. Flowers at her appointment that week. Dr. Spring told Ms. Flowers the reasons he was terminating the relationship and that he would cover her for 30 days. He noted that she had enough medicine to carry her through for the month. Dr. Spring also gave her some provider referrals and said that with her authorization he would make her records available to the new provider. Ms. Flowers said she understood and they parted amicably. Dr. Spring emailed and mailed (certified mail, return receipt requested) a letter to Ms. Flowers detailing everything they had discussed regarding terminating the treatment relationship and specifying the date on which his 30-day coverage would end. He documented the steps he had taken in the patient’s chart.

Although Ms. Flowers found a new psychiatrist within 30 days, she filed a complaint with the state’s Board of Medicine alleging Dr. Spring abandoned her. The Board notified Dr. Spring that it was investigating her complaint and requested a copy of the records.

## **ALLEGATION:**

Ms. Flowers alleged that Dr. Spring ended their treatment relationship without adequate warning and without sufficient medication refills; thus, abandoning her.

## **DEFENSE:**

Dr. Spring immediately reported the Board’s investigation to his malpractice carrier and asked for an attorney to represent him. The attorney talked with Dr. Spring to learn what happened and reviewed Ms. Flowers’ medical record. The attorney reviewed the Board’s notice to Dr. Spring and informed the Board that he was representing Dr. Spring. Together, the attorney and Dr. Spring drafted a letter to the Board setting forth Dr. Spring’s credentials and experience and explaining the steps Dr. Spring took when terminating treatment with Ms. Flowers and the basis for the termination. The attorney submitted to the Board a copy of the medical record, the record of missed appointments, and the termination letter with proof of mailing.

## **OUTCOME:**

The Board found that Dr. Spring had properly terminated treatment and closed his case without discipline.

## TAKEAWAY:

Know what your state requires regarding terminating treatment. Most licensing board websites have information on this in policy statements, guidelines, or FAQs. Seek guidance on proper termination from your professional liability carrier's Risk Managers. Properly terminate treatment relationships with documentation to show the steps taken.

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