



CASE OF THE QUARTER: MS. SMITH VS. DR. JONES

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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:

For one year, Dr. Jones has treated Ms. Smith for major depressive disorder and generalized anxiety disorder. Dr. Jones currently prescribes fluoxetine and alprazolam for Ms. Smith. His documentation reflects that the patient has been stable on the same dosages for four months. However, Ms. Smith recently cancelled three appointments making it difficult for Dr. Jones to properly evaluate her before renewing her medications. Dr. Jones has decided he can no longer treat Ms. Smith so he calls and tells her that he is ending the treatment relationship, but that he will be available to her for thirty days while she looks for a new provider. Dr. Jones also tells Ms. Smith that he will send in 30-day refill prescriptions for both of her medications so that she will not run out of them. Finally, he tells Ms. Smith that he will send her a letter specifying his treatment recommendations, her current medications, the process for obtaining a copy of her records, and resources for finding a new provider. Dr. Jones documents his phone call with the patient in her chart. Within two days of the telephone conversation, Dr. Jones sends the letter to Ms. Smith and the prescription refills to her pharmacy. He puts a copy of the letter and the prescriptions in the chart.

Ms. Smith is unhappy about the need to find a new provider, so she files a complaint with the Medical Board alleging Dr. Jones improperly ended treatment leaving her stranded without medication refills. The Medical Board informed Dr. Jones by letter that it was investigating Ms. Smith's complaint. Dr. Jones reported the Board's

investigation to his professional liability insurance carrier. Dr. Jones' policy provided administrative defense coverage, so the carrier assigned an attorney to represent him.

ALLEGATIONS:

The patient's complaint gave rise to an allegation of abandonment. Patient abandonment is professional misconduct in Dr. Jones' practice state.

DEFENSES:

Dr. Jones and his attorney drafted a response to the Board setting forth evidence supporting that he gave the patient reasonable notice (30 days) of the need to find a new provider; refilled her prescriptions so she would not run out; outlined his treatment recommendations and current medications in his letter to her; gave her the names of two psychiatrists and contact information for the local community mental health clinic; and advised her on how to obtain a copy of her medical record from him. Dr. Jones also provided a copy of the patient's medical record to the Board. Fortunately, it contained a copy of his letter to the patient and the prescription refills as well as documentation of his telephone call with her regarding treatment termination.

OUTCOME:

The Board determined that Dr. Jones did not commit professional misconduct because he properly terminated the treatment relationship with Ms. Smith. The Board closed the case without taking action against Dr. Jones' license.

TAKEAWAY:

Know the steps needed to properly terminate a treatment relationship in general and specific to your practice state. Talk to your patient about ending treatment and promptly document the conversation. Send a letter to the patient setting forth the specific treatment termination date, treatment recommendations including current medications, resources for treatment, and the process for obtaining a copy of the medical record. Place a copy of the termination letter in the patient's chart.

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