

The Importance of Termination of the Treatment Relationship

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Termination issues and questions consistently represent the second most frequent topic discussed on our Risk Management Consultation Service (RMCS). To put this into perspective, in 2015 our RMCS handled more than 3,500 issues called in by our insured psychiatrists. Termination was the second most frequent topic, with information requests topping the list and treatment questions coming in at the third spot. In fact, in 2015, 10% of the RMCS calls involved termination. But not all termination calls started out as that; frequently the psychiatrist was calling to discuss a non-adherent patient situation which then segued into a discussion about whether the psychiatrist can treat a patient when there's no agreement on the treatment plan.

From a professional liability perspective, it is well established in law that once a physician initiates a treatment relationship, you need to continue treating – and are liable as if you are treating – until the relationship has been properly terminated. While there could be some slight variance between states, the termination process consists of the following:

- Giving reasonable notice/time to find alternative treatment
 - States may have a shorter time requirement, but generally 30 days' notice is required
 - The follow-up letter should not be the first notice to the patient; it is best to discuss the need for termination with the patient, if possible
 - This notice period, during which the patient can find a new psychiatrist, defeats an allegation of abandonment
- Educating on treatment recommendations
 - Such recommendations might address cautioning against the abrupt discontinuation of medication, reminder of driving restrictions, urging the patient to find a new psychiatrist ASAP, etc.
- Assisting with finding alternative treatment
 - The specific name of a provider willing to take on the patient is generally not required
 - This can be a referral resource, such as the patient's managed care insurance company or a hospital referral desk
 - The APA has a "[Find a Psychiatrist](#)" online directory
- Offering to provide records, as requested by the patient

- Sending a follow-up letter
 - If the need for termination was discussed with the patient, there's no need to repeat it in the letter; instead, you can say "As we have discussed, I am terminating our treatment relationship ..."
 - Send the letter
 - Both certified (if required by your licensing board) **and** regular first class mail (so the patient actually receives the letter) or
 - Delivery confirmation (offered by the postal service)

If the patient terminates with you, we still suggest sending a letter to confirm that you are no longer treating. Similarly, we recommend that you consider sending a letter when the patient's termination is evident by not coming in for appointments.

The terminating psychiatrist needs to continue to meet the patient's clinical needs during the termination period. If you prescribe during the termination period, consider only prescribing through the termination date.

Remember that if at any time during the termination period the patient goes into crisis (imminently suicidal / imminently homicidal), and the patient is hospitalized, you can transfer care directly to the hospital, and then no notice is required. We suggest you confirm your transfer of care in writing (such as a fax) after letting the attending psychiatrist know that you are not available to the patient upon discharge.

Given our experience with the variety of termination issues that psychiatrists face, we've written a comprehensive article "[Termination of the Physician-Patient Relationship](#)" which includes several model termination letters.

I hope you find this information useful – taking a bit of time to formally terminate care with patients can go a long way in minimizing your professional liability risk.

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