

Fee Discount

A dissatisfied patient has asked me to waive their fee. If I do, won't I be admitting liability?

While it is true that waiving your fee may be interpreted by some as an implied admission of liability, this gesture often helps to diffuse a volatile situation by recognizing (and relieving part or all) of the burden of a medical expense. Extending such a courtesy is often seen by patients and their families as a positive expression of support, rather than an admission of failure.

Let's say a known complication occurs (and the patient was properly informed of the risk beforehand). The provider's willingness to write off some or all of their fee may demonstrate genuine sympathy for the suffering of the patient and their family. Such shared sentiments can go a long way to bridge the communication disconnect that sometimes exists between providers and their patients.

Writing off a fee may violate some health insurers' billing and collection rules. Medicare, for instance, forbids "inducements", (i.e., where contracted practices write off the patient's portion of the fee – deductibles or co-insurance payments, while still billing the insurer at the full rate). So do your homework before taking any action. Lastly, some states (Georgia, for example) have enacted 'apology' laws. These deem words and acts of apology or sympathy as inadmissible evidence of admission of fault, in a legal proceeding. Such laws may provide some legal protection in certain situations. Be sure to check the law in your state.

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