

## Patient Discharge

### **A difficult patient keeps threatening to sue. Can I discharge him?**

Unless a patient's condition is urgent, no provider is forced to continue to care for them. In short, you can discharge a difficult or non-compliant patient, even one with a chronic condition. However, the real question is, should you?

In a recent survey of patients who sued their physicians, 83% cited the "doctor's indifference" as their top reason for suing. This suggests a real disconnect in communications between doctors and their patients. In these circumstances, discharging an already frustrated patient may simply provoke them to talk to a lawyer. They may interpret their physician's action as confirmation of their greatest suspicion, a genuine lack of interest in their health and wellbeing.

Of course, in spite of the doctor's best intentions, there are times when no choice exists but to discharge a non-compliant or combative patient from the practice. Just contemplating the option usually means that the cornerstone of the doctor-patient relationship, trust, has already eroded.

In those cases, a proper discharge letter should be sent, including: 1) a diagnosis; 2)an offer to render "emergency care only" for the next 30 days; 3)a specific 'final treatment' date, beyond which no care will be rendered; 4)a clear recommendation to immediately find another physician, if appropriate; 5)a description of possible outcomes if no further treatment is obtained; and 6)an offer to send the records to the patient's new physician. Lastly, be sure to send the letter by both regular and certified mail.

---

The risk management advice presented in this Site is intended as general information of interest to physicians and other healthcare professionals. The recommendations and advice published on this Site do not reflect or establish a standard of care and do not establish rules for the practice of medicine. The publication of this information is not intended as an offer to insure such conditions or exposures, or to indicate that MAG Mutual Insurance Company will underwrite such risks for the reader. Our liability is limited to the specific written terms and conditions of actual insurance policies issued.

---