SCOPE: This policy applies to all employed and contract Physicians, Advance Practice Clinicians (APC), and caregivers.

PURPOSE: To guide decisions regarding termination of the Provider / Patient Relationship.

POLICY: Terminating a Provider / Patient relationship is a serious action and only taken as a last resort after efforts fail to resolve significant patient care and communication issues. Patients may receive Emergency Care.

The clinic attempts to identify and resolve barriers to the patient's engagement in an agreed upon Treatment Care Plan to avoid termination of the care relationship. When establishing care, the Provider informs patients of their Rights and Responsibilities including expected behaviors.

The clinic provides a fair and consistent approach to situations in which the Provider / Patient relationship deteriorates to the point where terminating the relationship cannot be avoided.

A provider is not legally required to continue to care for a patient. The clinic acknowledges and follows legal requirements when it becomes necessary to terminate its relationship with the patient. It is the clinic's practice to provide for continuity of patient care to the extent possible, for not less than 30 days from the date of the termination letter and to provide reasonable notice to the patient of the decision and why it was necessary to end the treatment relationship.

The clinic provides care and essential medications for 30 days from the date of the Termination of Relationship Notification Letter. The Scope of the Termination may apply to a provider, a service line, or for an entire group practice. Terminating a relationship with the patient does not require terminating care for other family members.

Patients or their representative may appeal the termination decision. At its discretion, the clinic may reconsider and reverse termination decisions.
REQUIREMENTS:

1. **Termination of the Provider(s) / Patient Relationship**

   1.1. **Termination of the Patient Care Relationship** is based on verified evidence of:

   1.1.1. **Non-adherence by the Patient.**
   
   1.1.1.1. Continually failing to follow medical advice for self-care; sharing in the partnership of care;
   
   1.1.1.2. Demonstrating non-adherence with medication agreements, including opioid contracts;
   
   1.1.1.3. Failing to reach agreement on goals of care despite assistance of members of the health care team to educate, negotiate, and engage the patient;
   
   1.1.1.3.1. The care team includes: Providers, Social Services, Nursing Care Management, the Primary Care Provider (PCP), Behavioral Health, or other caregivers as appropriate.

   1.1.2. **Deterioration of Relationship.**
   
   1.1.2.1. Repeated threats to sue the provider or clinic for any reason;
   
   1.1.2.2. Threats to the health care team or clinic organizational operations, failed medication agreement, and repeated misrepresentation;
   
   1.1.2.3. Any patient behavior inconsistent with the honesty, respect and trust necessary in a Patient / Provider relationship.

   1.1.3. **No Shows: New and Established Patients.**
   
   1.1.3.1. **New Patient No Shows:** Failing to arrive for two (2) scheduled visits within the most recent rolling six (6) month period, prior to becoming an “Established Patient” who has completed a scheduled visit with their provider;
   
   1.1.3.2. **Established Patient No Shows.** Failing to arrive for three (3) scheduled visits within the most recent rolling six (6) month period;

   1.1.4. **Late Cancellation / Reschedule and Late Arrival:** New and Established Patients.
   
   1.1.4.1.1. **Late Cancellation** and reschedule requests made less than four (4) business hours in advance of the appointment start time; or,
1.1.4.1.2. Procedures or appointments that require at least 24 hour notice or as
determined by the individual clinic, (i.e.: some procedural specialty clinics);

1.1.4.1.3. **Late Arrival** is defined as having arrived 15 minutes or more past
the scheduled "**appointment start time**" (not the check-in time) and
working the patient into the schedule is not possible without
interrupting care of patients who have arrived on time.

1.1.5. **Violent, Threatening, Disruptive or Illegal Behaviors.** Behaviors that warrant
termination of relationship include but are not limited to:

1.1.5.1. **Violent, Threatening Behaviors.** Acts of physical violence or verbal
threats directed at a practitioner, caregiver, other patient, volunteer, or
visitor.

1.1.5.2. **Harassment, Badgering and Intimidation.**

1.1.5.3. **Illegal Behaviors:** Fraudulent or illegal acts such as:

   1.1.5.3.1. Altering prescriptions;

   1.1.5.3.2. Permitting the use of insurance or identification cards by others;

   1.1.5.3.3. Theft of any clinic property, including letterhead,
   prescription (Rx) pads, and other official clinic
documents or items displaying the clinic logo.

1.1.5.4. **Disruptive Behaviors** - Including but not limited to: profanity; yelling;
angry, unruly, or socially unacceptable behaviors that interfere with the
flow of clinic operations or impair the ability of clinic caregivers to provide
services to the patient or others.

1.1.5.5. Assessment of these behaviors may include reviewing the history of threats
and violence and patterns of disruptive behavior.

1.2. **Patient Relationships May NOT be Terminated if:**

The patient's non-adherence to the treatment plan is the result of a physical, cognitive,
or psychological disorder that is considered a protected class under the [Americans with
Disabilities Act; Title II of the ADA](https://www.gpo.gov/fdsys/browse/collection.action?collCode=ADA) and [Section 504 of the Rehabilitation Act of 1973](https://www.gpo.gov/fdsys/browse/collection.action?collCode=REHABILITATION) including **but not limited to:**

1.2.1.1. Developmental Delay, Traumatic Brain Injury, Stroke, and Cerebral Palsy.
1.2.2. Termination would violate antidiscrimination laws, public policy, or may be considered unethical;

1.2.3. Termination is from a specialty in which the clinic has the only treating providers available in the community, and if terminated, the patient would be left without reasonable access and/or availability to the specialty care;

1.2.4. The patient is in an episode of care such as post-operative care, an unstable condition, or has a condition that requires close medical follow up care and another provider is not available within the time period needed;

1.2.5. Termination of care involves a hospitalized inpatient or any patient that could result in a claim of “abandonment”;

1.2.6. The patient is a member of a Health Plan for which the clinic is contractually obligated to provide service without prior notification to the Health Plan in accordance with contract provisions.

1.3. Reasonable Notice and Continuation of Care.

1.3.1. Except in violent situations or when a credible threat of immediate jeopardy exists, the clinic provides verbal and written warnings specifically explaining the patient’s unacceptable behaviors, and provides notice and continuation of care for 30 days from the date of the notification letter.

1.4. Appeals and Reinstatement Process. Patients or their representative may appeal a Termination of Relationship in writing or in person in accordance with the regulations found in the Americans with Disabilities Act and Title V of the Civil Rights Act – Language Access to Healthcare.

1.4.1. This includes but is not limited to: interpreter services for language, hearing, and deafness; accommodations for visual impairment; and assistance of a family member or care provider.

1.4.2. The patient or their representative must include in his/her request the reasons why s/he feels that reinstatement is warranted.

PROCEDURE:

2. The clinic shall attempt the following reasonable efforts, as appropriate, to work successfully with the patient:
2.1. **Communication.**

2.1.1. Throughout the consideration of termination process, the clinic identifies potential cultural, linguistic, numeracy, learning, and literacy barriers to communication that may interfere with the patient’s ability to adhere to the recommended care plan;

2.1.2. The clinic takes appropriate measures to ensure and verify complete and accurate patient understanding;

2.1.3. If the patient’s capacity to comprehend their treatment is questioned the patient may be referred for evaluation by occupational therapy, speech pathology, mental health services, or neuropsychology as appropriate;

2.1.4. The clinic provides translations of written communication by using an interpreter, having staff read the questions to the patient and documenting their responses, or other accommodations to facilitate the patient’s understanding of their care plan;

2.1.5. Communication with patients is compassionate, respectful and appropriate to the patient’s age, gender, culture, and functional and medical literacy;

2.1.6. Caregivers use the most appropriate method for communication and education.

2.2. **Persistent Late Arrivals, Late Cancellations / Reschedules; New and Established Patients.** When the patient cancels or reschedules less than four (4) *business hours* before the appointment start time or cancels or reschedules less than 24 hours as designated per specific clinics (i.e. bariatric surgery or other specialties as defined); or arrives more than 15 minutes late for the appointment. A designated care team member will complete the following:

2.2.1. **New Patients:** When a *new patient* has two (2) events in a rolling six (6) month period, (prior to becoming an “Established Patient” who has completed a scheduled visit with their provider), that patient will no longer be scheduled.

2.2.1.1. **First Event:** Document in the patient’s EMR.

2.2.1.2. **Second Event:**

2.2.1.2.1. Cancel any future appointments.

2.2.1.2.2. A designated care team member may send a letter letting the patient know the clinic will not schedule them for future visits.

2.2.1.2.3. The provider is notified by way of an encounter regarding patient and / or appointment status.
2.2.1.3. Document in patient's Medical Record.

2.2.2. Established Patients: When an established patient is late, late cancels / reschedules, send a Notification Letter to the established patient for the First and Second Events in a rolling six (6) month period as follows:

2.2.2.1. First Event: The designated care team member sends the patient the “First Event Letter” when the patient is late, cancels or reschedules an appointment in less than four (4) business hours, or 24 hours as designated by the clinic.

2.2.2.2. Second Event: The designated care team member calls the patient (per Section 2.2.4) and sends the patient the “Second Event Letter” when the patient is late, cancels or reschedules an appointment in less than four (4) business hours a second time, or 24 hours as designated by specific clinics.

2.2.2.3. Third Event in Six (6) Months: When a third event occurs, a designated care team member(s) will refer the patient’s case to a special escalation team.

2.2.3. The Provider is notified by way of an encounter that the appointment is “Cancelled”, “Rescheduled” or “Late Arrival”.

2.2.4. A follow-up telephone call is placed to the patient or their representative (see Section 2.2.2.2 Second Event.) The designated care team member will:

2.2.4.1. Discuss with the patient, or their representative, the barriers causing the patient to arrive late to appointments or to cancel appointments;

2.2.4.2. Problem solve with the patient, or their consented representative, ways to overcome barriers;

2.2.4.3. Provide information about resources to assist the patient, to the patient or their representative, in overcoming identified barriers to adherence with the patient’s care plan.

2.2.5. Document all communications in the patient’s medical record.

2.2.6. If the care team member is unable to reach the patient after two (2) attempts, they may:

2.2.6.1. Verify the correct contact telephone number for the patient by contacting the patient’s identified emergency contacts or researching online white pages.
2.2.7. If the care team member is still not able to contact the patient, the letter is sent to the address on record.

2.3. **Patients Not Arriving to Appointments / No Show to Appointments**: A designated care team member will do the following:

2.3.1. New Patients: When a new patient has two (2) events in a rolling six (6) month period, (prior to becoming an “Established Patient” who has completed a scheduled visit with their provider), that patient will no longer be scheduled.

2.3.1.1. **First Event**: Document in the patient’s EMR.

2.3.1.2. **Second Event**:

2.3.1.2.1. Cancel any future appointments.

2.3.1.2.2. A designated care team member may send a letter letting the patient know the clinic will not schedule them for future visits.

2.3.1.2.3. The provider is notified by way of an encounter regarding patient and/or appointment status.

2.3.1.3. Document in patient’s Medical Record.

2.3.2. Established Patients: Send a Notification Letter to the patient for the First and Second Events in a rolling six (6) month period as follows:

2.3.2.1. **First No Show Event**: A designated care team member sends the patient the “First No Show Letter”.

2.3.2.2. **Second No Show Event**: A designated care team member calls the patient (per Section 2.3.4) and sends the patient the “Second No Show Letter”.

2.3.2.3. **Third No Show Event within Six (6) Months**: A designated care team member will refer the patient’s case to a special escalation team.

2.3.3. The provider is notified by way of an encounter the appointment is “Cancelled”, “Rescheduled” or “Late Arrival”.

2.3.4. A follow-up telephone call is placed to the patient or their representative for a second event (see Section 2.3.2.2 **Second No Show Event**.) The designated care team member will:

2.3.4.1. Discuss with the patient, or their representative, the barriers causing the patient to arrive late to appointments or to cancel appointments;
2.3.4.2. Problem solve with the patient, or their representative, ways to overcome barriers;

2.3.4.3. Provide information about resources to assist the patient, or their representative, in overcoming identified barriers to adherence with the patient’s care plan.

2.3.5. Document all communications in the patient's medical record;

2.3.6. If the care team member is unable to reach the patient after two (2) attempts, they may:

2.3.6.1. Verify the correct contact telephone number for the patient by contacting the patient’s identified emergency contacts or researching online white pages.

2.3.7. If the care team member is still not able to contact the patient, the letter is sent to the address on record.

2.4. **Non-Adherence to Treatment Plan / Mistrust in the Provider / Patient Relationship.**

2.4.1. A Care Manager, or designated care team member will do the following:

2.4.1.1. Work collaboratively with a patient who demonstrate a pattern of non-adherence with treatment recommendations and care plans;

2.4.1.2. May arrange to meet with the patient, and with the patient’s consent, their family / caregiver, to assess and identify any barriers;

2.4.1.3. Assist the patient with possible referrals for assessment of cultural, cognitive, physical, psychological, or psychosocial barriers that may affect the patient's ability to adhere to the care plan;

2.4.1.4. Problem solve with the patient and their consented family / caregiver to identify resources to assist them in overcoming the identified barriers;

2.4.1.5. Provide documentation of the information shared.

2.4.2. If the patient remains non-adherent with their care plan after the care conference with the Care Manager, or designated care team member(s), and the follow-up letter has been sent; the case will be referred to a special escalation team.

2.5. **Illegal / Violent or Threatening / Disruptive Behavior.**
2.5.1. **Behaviors that “may” result in immediate dismissal of the patient include:**

2.5.1.1. **Violent, Threatening Behaviors.** Acts of physical violence or verbal threats directed at a practitioner, caregiver, other patient, volunteer, or visitor;

2.5.1.1.1. **Immediate Escalation,** contact clinic’s leadership to initiate appropriate escalation.

2.5.1.2. **Harassment, Badgering and Intimidation;**

2.5.1.2.1. Assessment of threatening behaviors, may include reviewing the history of threats and violence and patterns of disruptive behavior;

2.5.1.3. **Illegal Behaviors** committed on clinic property (i.e. assault, fraud, altering prescriptions, etc.);

2.5.1.3.1. Notify law enforcement about illegal behaviors;

2.5.1.4. Security issuing no trespass warnings to diffuse a situation;

2.5.1.4.1. This does not automatically mean immediate dismissal of the patient.

2.5.1.5. Clinic managers can refer other cases / scenarios of **non-threatening disruptive behavior** to a special escalation team for further evaluation and action on a case-by-case basis;

2.5.1.6. Place future appointments on hold pending resolution of the behavioral problem;

2.5.1.7. Clinic management is responsible to communicate the termination decision to the patient and Care Team including the medical providers.

3. **Termination of the Provider / Patient Relationship**

3.1. If the Care Team and the special escalation team determines that the Provider / Patient relationship cannot be salvaged and as a last resort, should be terminated:

3.2. Clinic Management.

3.2.1. Specifies the scope of the termination whether the termination is with a specific PCP (or PCPs) or the entire clinic;

3.2.2. Coordinates the termination process involving the patient, respective Associate Medical Director, Clinic Management or designee;
3.2.3. Either meets with the patient or sends a Notification Letter by Certified Mail to inform the patient of the termination decision;

3.2.4. Informs the patient of the following:

3.2.4.1. The clinic will continue to provide care and essential medications for 30 days from the date the Notification Letter is sent;

3.2.4.2. That copies of their medical records will be sent to a new provider at their request (include Release of Information form);

3.2.5. Regarding the appeals process. If a meeting is held, the patient will receive a Notification Letter in the mail detailing this information to include:

3.2.5.1. Why the decision was made to terminate the patient’s relationship with the specified Provider(s);

3.2.5.2. The clinic will continue to provide medical care for 30 days from the date of the letter per the special escalation team decision;

3.2.5.3. This does not affect patient’s right to be seen in the Emergency Department;

3.2.5.4. The patient should identify a new provider during this time;

3.2.5.5. The clinic will send a copy of the patient’s medical records to the new clinician when a signed Records Release Form is returned, and;

3.2.5.6. How to appeal the termination decision.

3.2.6. If patient is terminated from the community, the Clinic Manager will notify the managers of other clinics where the patient has scheduled appointments.
DEFINITIONS:

1. The term **Clinic Specific Termination** refers to termination of a patient from a specific clinic’s care.
   
   1.1. The patient can no longer make an appointment at that specific clinic.

   1.2. If two or more physical locations share providers and staff the patient is considered terminated at those specific locations.

   1.3. The termination letter shall include *all locations* where the patient is considered terminated.

2. The term **Community Termination** refers to termination of a patient from a specific community.

   2.1. The patient cannot receive care in any *(name)* clinic in that community.

   2.2. The termination letter shall include the *name of the community and clinics* in which they are considered terminated.
2.3. This does not include urgent or emergent care in a designated Urgent Care Center or Emergency Department.

3. The term **Network Termination** refers to termination of a patient from a specific Network.

3.1. The patient cannot receive care in any *(name)* clinic in that Network.

3.2. The termination letter shall include the name of the *communities and clinics* in which they are considered terminated.

3.3. This does not include urgent or emergent care in a designated Urgent Care Center or Emergency Department.

4. The term **Provider Specific** refers to termination of a patient from a specific provider’s care.

4.1. The patient can be seen by any other clinic provider.

4.2. The patient and provider shall recognize that there may be situations related to the *on call process or same day appointments* where the only available provider is the terminating provider.

4.2.1. In such cases the patient has the option to seek care elsewhere.

4.2.2. If the patient agrees to see the provider, the provider shall have another clinic caregiver accompany him/her during the visit.

5. The term **Specialty Specific** refers to termination of a patient from a specific specialty.

5.1. The patient can no longer make an appointment at that specialty.

5.2. If two or more physical locations provide care for that specialty the patient is considered terminated at those specific locations.
5.3. The termination letter shall include *all locations* where the patient is considered terminated.

5.4. The patient can receive care at other *(name)* clinics.

6. The term **Special Escalation Team** refers to the designated team, committee, or objective third (3rd) party who will review the situation.

6.1. The purpose of the escalation pathway is to problem solve for possible interventions to assist the provider, care team, and patient in addressing impediments to a successful therapeutic Provider / Patient relationship to explore possible options to avoid termination.

6.2. *Each Community* will determine its Special Escalation Team based on resources available and community needs.

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**Legal / Regulatory Documents and Links:**
- [Americans with Disabilities Act (ADA)](#)
- [Title II of the ADA](#)
- [Title V of the Civil Rights Act – Language Access to Healthcare](#)

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**End of Policy**

*Any pages after this page contain only data and tracking information about the development and life cycle management of this document. They do not contain information necessary for caregivers to do their job or comply with this policy.*