



Llywodraeth Cymru
Welsh Government

GUIDELINES FOR DENTISTS, DENTAL TEAMS AND HEALTH BOARDS REGARDING REFUSAL TO TREAT PATIENTS

Background

1. The General Dental Services Contract and Personal Dental Services Agreement Regulations 2006 specify a number of areas where practitioners have an absolute right to refuse treatment to current patients or those requesting treatment. These include:

Specific Groups *

2. The Contractor may refuse to provide mandatory services or additional services in relation to a person falling outside a specified group of persons only where the contract provides for the Contractor to provide such services to a specified group. For example: fee paying patients where contract specifies child and exempt adults.

****This applies only to Health Boards (HBs) who have contracted with General Dental Practitioners (GDPs) for specific groups i.e. child only or child and exempt contract.***

Patients who ask to be seen by a particular practitioner (“patient preference of practitioner”)

3. The Contractor should endeavour to comply with a reasonable preference expressed under the Regulations but need not do so if the preferred performer has reasonable grounds for refusing to provide services to the patient. ‘Reasonable grounds’ may include the following:

- Preferred dentist does not usually work on the day/time specified by the patient;
- Preferred dentist is at full capacity with patients who that dentist feels cannot be transferred to the care of another dentist within the practice;
- Preferred dentist has a period of leave pending (e.g. maternity) and does not believe the patient’s treatment can be completed before that leave commences; and
- Preferred dentist does not routinely perform the services in the practice required by the patient.

Violent/Aggressive patients

4. Where:

- A patient of the Contractor has committed an act of violence against, or behaved in such a way against any of the persons as described in the Regulations (for

example practice staff, other patients or those visiting the premises); a consequence of which that person has feared for their safety; or

- The Contractor has reported the incident to the police.

5. The Contractor may notify the HB that it will no longer provide services to that patient under the Contract. Notification may be given by any means including telephone, email, fax or letter. If not given in a letter it must subsequently be confirmed in writing within seven days (for this purpose a faxed or email notification is not a written one).

6. It is understood by the HB that situations in which violent behaviour occurs will differ greatly and their effect is difficult to predict. Although each situation should be considered on its individual circumstance, the HB considers it reasonable that a person might possibly 'fear for his/her safety' if faced with the following:

- Verbal abuse, including: swearing, threats, inappropriate or offensive use of language;
- Threatening behaviour, including: invading reception areas or personal space of other patients/staff, suggestion of physical abuse by wielding items at hand;
- Non-verbal threats or inappropriate sentiments including letters or e-mails; and
- Threatening or inappropriate comments on social media such as Twitter or Facebook.

Patients who refuse to pay NHS charges prior to the commencement of, or during, treatment

7. The Contractor may:

- Refuse to begin a course of treatment or an orthodontic course of treatment; or
- Terminate a course of treatment or orthodontic course of treatment prior to its completion.

8. If the Contractor has, in accordance with the NHS Charges Regulations, requested that the patient pay a charge in respect of that course of treatment or orthodontic course of treatment, and that patient has failed to pay that charge.

9. Failure to attend appointments; the existing Regulations do not allow charging for missed appointments where no dental services/treatment have been provided, nor do they allow dentists to request a non-refundable deposit. There is no clear power for imposing a charge on NHS patients where they have not received relevant dental services.

Irrevocable breakdown in relationship between Contractor and patient

10. Where:

- In the reasonable opinion of the Contractor, there has been an irrevocable breakdown in the relationship between patient and the Contractor; and
- The practice has taken reasonable steps where possible to de-escalate or prevent poor patient behaviour (managing confrontation training is available through HEIW)
- Notice of such a breakdown has been given to the patient by the Contractor.

11. Access to healthcare can often be a distressing for patients, especially those who are vulnerable. Practices are reminded that patients who rightfully voices their opinion, distress or complaints in a civil manner are not classed as aggressive patients. Practices are asked to be diligent and supportive where possible in an attempt to maintain a strong relationship.

12. As with instances of violent behaviour, it is difficult to predict scenarios in which it is reasonable to suggest an irrevocable breakdown in relationship has occurred. Examples of a breakdown in relationship could be, but are not limited to:

- Loss of mutual trust;
- Failure to take clinical advice and recommendations that the treating clinician considers essential;
- Continuing to request inappropriate or unavailable treatment options after suitable advice and/or second opinion provided;
- Micro aggression, not extending to violence, but which makes clinician or staff uncomfortable.

13. The Contractor should notify the HB that it will no longer provide services to that patient under the contract. However, it is highly recommended to liaise with the HB prior to terminating the service provision to that patient.

14. In instances where the contractor believes there is a possible breakdown in relationship and, if the provision exists, then attempts should be made to offer the patient an alternative GDP within the practice, where it can be reasonably accommodated.

REFUSAL TO TREAT PATIENT: GUIDELINES

15. A patient's repeated failure to attend (FTA) or refusal to pay NHS charges could be considered a cause for irrevocable breakdown in relationship between Contractor and patient. The HB appreciates that patients who fail to attend may present in 3 main categories:

- Failure to attend consecutive appointments;
- Repeated failure to attend but not consecutive; and
- More than one last minute cancellation (that is a cancellation at such short notice the practice could not reasonably be expected to fill the appointment).

The HB will endorse the following non-attendance behaviour as an 'irrevocable breakdown':

1. Either two consecutive appointments are missed or;
2. The Contractor can demonstrate 3 or more FTAs or short notice cancellations within the last 6 appointments or within a 3 year period.

16. Dentists/Practices should make patients aware of this policy (either by displaying it or including information in their practice leaflet and website). Patients should receive a standard communication letter, email or text following a first missed appointment warning them of the consequences. Appendix 1 includes two letters – (i) **suggested**

wording which can be used to warn patients of the Contractor's refusal to treat, and (ii) **suggested** wording to tell patients that the practice will no longer treat them.

16. Dental teams are strongly advised to record all FTAs and last minute cancellations in the patient's record, including all attempts to contact the patient to ensure they attend appointments, as well as reason provided by the patient for the FTA. This information will be helpful in the event of any dispute. It is also good practice to:-

- Have a written fail to attend (FTA) Management policy and procedure in place which is in line with NHS regulations and is accessible to patients;
- Ensure FTA management procedures are applied fairly and consistently; and
- Ensure any action taken by the practice to exclude a patient is not a surprise to that patient.

Appendix 1

(i) SAMPLE WARNING LETTER

Dear

I am writing to remind you that you missed a dental appointment on ..././.... If you would like another appointment please contact the practice as soon as possible.

The practice has a policy on missed appointments which is supported by the Health Board.

If you miss any more appointments or you miss two appointments running without letting the practice know, we may no longer be able to offer you treatment in this practice.

Thank you

Yours sincerely

(ii) SAMPLE FINAL LETTER

Dear

You have failed to attend your dental appointments on (*dates*), and/or have missed two appointments running. We tried to contact you by (*text / phone etc*) to remind you of the appointments.

In line with NHS Regulations and the practice policy as supported by xxxx Health Board, we will no longer provide you with treatment at this practice.

A list of other dental practices can be obtained by telephoning the Health Board on XXXXX. If you are in pain and need urgent dental treatment, please telephone XXXXXX.

Failed appointments are a serious problem to the National Health Service. They prevent other patients from being seen, and waste money and staff time.

Yours sincerely