

PROFESSIONAL NOTES

FOR MENTAL HEALTH PROFESSIONALS

ISSUES IN TERMINATION

Note: These guidelines are premised on the presence of an oral or written contract for services. A suggested statement about the contract follows:

Before initiating service, a contract should be negotiated between the client and the practitioner. The contract serves a dual purpose important to the therapeutic relationship: it guides the client and the practitioner in the process of service; and it provides a basis for resolving disagreement between the client and the practitioner that may arise in the course of service. The contract may be viewed by courts as legally binding. Therefore, for both therapeutic and legal reasons, the contract should be carefully drawn, taking into consideration any restrictions that may be imposed by agency policy or third party payers, and both the client and the practitioner should exercise informed consent in entering into the contract. (See *Informed Consent & Recommendations for Disclosure*.)

The contract should specify the objectives of service; the obligations of the practitioner and of the client; to the extent possible, the times, dates, and location of interviews; the cost of service, the terms of payment, and the means of collection in instances of non-payment; the basis for and process of termination; and any other matters specific to the reason for service. All contracts must be consistent with social work ethical standards, and applicable State and Federal law.

Guidelines for Termination of Service

1. Termination ideally should occur in relation to the goals of service and with the agreement of the client. There are circumstances, however, when service may ethically be terminated before the goals of service have been reached or without the agreement of the client. The practitioner may consider and may ethically terminate service under the following circumstances, but not limited to:

- a. The client is a perceived physical threat to the practitioner;
- b. The client harasses the practitioner;
- c. The client, without good cause, violates a financial agreement or agency policy regarding payment of fees;

- d. The client requires expertise different from that of the practitioner;
- f. The practitioner becomes ill, moves, is incapacitated, retires or changes jobs;
- g. The client sues or files an official complaint against the practitioner or a person in practice with the practitioner; or
- h. There is persistent failure to make progress in treatment.

2. When planning to terminate services, the practitioner should review the original contract and understanding for services and any revisions of it to determine whether any service objectives remain unaddressed. The practitioner should ensure that all stated objectives have been addressed, unless it is not in the interest of the client or negated by changed circumstances. The practitioner is obligated to explain the reason for termination to the client and to provide and facilitate a referral when the practitioner believes he or she cannot continue to work with a client and the client desires or in the opinion of the practitioner requires additional service.

3. If service is provided pursuant to a court order, the practitioner must determine whether all terms of the order have been met before terminating service. There may be cases in which the client seeks termination against the recommendation of the practitioner and in violation of the court orders. In these cases, the practitioner is obligated to fully inform the client of the possible consequences of the action, to tell the client that termination will be reported to the court, and to advise the client to discuss the matter with his or her attorney.

4. Termination for the financial, sexual, or social benefit of the practitioner is unethical. In Colorado it is illegal and unethical for a practitioner to have a sexual relationship with a client or to terminate service in order to pursue a sexual relationship with a client.

5. The practitioner's relationship with the client has the potential to influence the client's thoughts, feelings, and behaviors indefinitely. The practitioner must be aware of the impact, influence, and power that he or she has. Moreover, the practitioner should recognize the potential legal and ethical risk of engaging in a dual relationship with a client.

6. If the practitioner becomes aware of personal thoughts or feelings that may impede or be destructive to the therapeutic relationship, he or she is professionally obligated to seek consultation immediately.

7. Practitioners in private practice are obligated to appoint another qualified professional to discharge their therapeutic obligations in the event of physical or mental incapacity or death.

8. Practitioners should recognize that clients are part of many systems and that termination may have an impact not only on the client but also on the systems for which he or she is a member. The practitioner is responsible for anticipating the impact on these systems and, if necessary, for notifying members of these systems of the termination in a way consistent with law and ethics concerning confidentiality.

9. Regardless of its reasons, termination should be thought of as part of service and carried out with consideration of the client's therapeutic needs.

10. The practitioner should provide guidance about the psychological and emotional process of termination, enabling the client to experience that process.

11. The termination process should include a verbal and, when possible, a written evaluation of the service.

12. The practitioner should provide the client with information concerning if, when, and how to seek additional service.

13. Touch is likely to be a particular issue during termination. The practitioner needs to be sensitive to the issue and to determine when and in what form it is appropriate.

14. Practitioners who practice within an agency, clinic, hospital, or other institution are individually accountable for the ethical standards of their practice. The involvement of a third party such as an employing agency or a third party payer may present a number of ethical dilemmas for the practitioner. These dilemmas include directions by third parties to terminate, limit, or focus the service; instances when the practitioner leaves or changes positions within an agency; and attempts by an agency to restrict case transfer options through non-compete clauses.

a. The practitioner should be directed in these and other dilemmas by his or her primary responsibility to the client. When the practitioner judges that the client is jeopardized by agency policy or administrative decision, he or she should first advocate in behalf of the client within an agency. If the conflict cannot be resolved within the agency, assistance may be sought from NASW.

b. While termination may be premature as a result of an administrative decision, it should seldom be precipitous, and it should be consistent with other applicable provision in these guidelines.

15. It is ethical to terminate services when the client cannot or will not abide by agreements concerning payment of fees. Before terminating in such instances, the practitioner has a duty to remind the client of the agreement concerning fees and their collection and to make all reasonable efforts to develop a payment plan that is within the client's means. Before turning to other sources in an attempt to collect fees, the practitioner must inform the client that identifying information may be revealed for collection purposes. (See *Recommended Disclosures in Informed Consent*)

16. In order to protect from future liability in cases where service must be terminated for financial reasons, the practitioner should carefully document attempts to reach agreement concerning payments and to provide referrals and the client's response to these attempts.

17. A practitioner may choose to refer a client to another colleague for a number of reasons. When referring, the practitioners must abide by law and ethics concerning confidentiality and with respect for the client's self-determination. Discussion with the client should include the reason for referring, outlining of options, identification of potential resources including their credentials, and information that will be disclosed to the resource. Whenever possible more than one resource should be identified. Written permission must be obtained from the client before the referral can be made. The referral may be made by phone or in writing and should include assessment of the client, activity with the client, and reason for the referral. The referring practitioner should follow-up on referrals and facilitate the effecting of the referral.

18. In the event of the sale of a practice, guidelines in this document concerning confidentiality and referral should be followed. It is the referral sources and office resources that are sold, not the clients, client accounts, or client records. The original owner of the practice who is leaving practice must terminate with all of his or her clients, discussing with them options for referral and obtaining written consent to refer or to transfer records to the new owner of the practice when that option is chosen by the client. The seller of a practice who intends to refer willing clients to the buyer of the practice is obligated to assure that the credentials and ethics of the buyer clinician are sufficient to justify referrals.