Legal aspects of clinic appointments

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At first blush, clinic appointments might be treated as a minor facet of an out-patient clinic operation. However, one must consider the attendant circumstances of clinic appointments to fully appreciate its legal repercussions. A common occurrence is the failure of a patient to keep the appointment. "No-shows occur when a patient fails to attend a scheduled appointment with no prior notification to the healthcare provider."[1] But sometimes, it is the physician who misses the appointment. In fact, a physician failing to show up for a scheduled visit of a patient might be guilty of simple negligence.[2]

A physician need not accept all patients seeking an appointment. After all, a "physician shall be free to choose whom, they will serve, except in cases of emergency."[3] In the absence of any law or contractual obligation, a physician has no legal obligation to accept as a patient anyone who seeks his services at the out-patient clinic. On rare occasions, a patient in need of urgent or emergency care might seek an unscheduled visit to the clinic. This instance should prompt a physician to intervene. Under the law, a physician is compelled to attend to a patient in danger of death if there is no risk to his life.[4] This is further amplified by the Code of Ethics which states that "[i]n an emergency, provided there is no risk to his or her safety, a physician shall administer at least first aid treatment xxx."[5]

Notwithstanding the foregoing circumstances, a mere clinic appointment does not create a physician-patient relationship. In *Weaver v. U of M Bd. of Regents*[6] the court ruled "that a telephone call merely to schedule an appointment with a provider of medical services does not by itself establish a physician-patient relationship where the caller has no ongoing physician-patient relationship with the provider and does not seek or obtain medical advice during the conversation xxx." Thus, a bare clinic appointment with a prospective patient would be insufficient to establish a physician-patient relationship, for it connotes nothing more than an agreement to see the patient.[7] But then, "if the patient requests and is supplied medical information"[8] a veritable physician-patient relationship is established. Simply put, if the patient seeking an appointment is given medical advice or treatment during the interim, a physician-patient relationship is established even before the actual appointment occurred.

On the one hand, a company physician or an HMO healthcare provider is under a contractual obligation to attend to a company employee or an HMO beneficiary who seeks consultation or treatment. In other words, by virtue of a contract, a physician has already entered into a "physician-patient relationship" [with an employee or HMO beneficiary] even before an actual clinic appointment vis-à-vis consultation is made. Thus, "a physician may agree in advance to the creation of a physician-patient relationship."[9] A clinic appointment by a patient to whom a physician owes a duty of continuing treatment cannot be refused except for compelling reasons. As a matter of fact, these patients are simply keeping an appointment set by their respective attending physicians.

In summary, an appointment with a prospective patient does not create ipso facto a physician-patient relationship, unless the patient "requests and is supplied medical information" or if the patient seeking an appointment is given medical advice or treatment during the interim. Also, a physician has no legal duty to accept an appointment with any patient who seeks his/her professional services except when he/she has a contractual obligation (company employee or HMO beneficiaries) to do so. Refusing to accept such a patient can give rise to a contractual breach. When a patient, however, is still undergoing a "continuing treatment," refusal to accept an appointment can create professional liabilities. On the opposite end, when a patient fails to keep an appointment, an ongoing physician-patient relationship is deemed terminated or no such relationship is established at all.

References:

1. Dounia Marbouh, et al., Evaluating the Impact of Patient No-Shows on Service Quality, Risk Management and Healthcare Policy 2020:13 509–517
2. c.f. Concepcion Ilao-Oreta v. Sps. Eva Marie Ronquillo and Noel Benedicto Ronquillo, G.R. No. 172406, October 11, 2007
3. Article III, par. 3.9.1, Code of Ethics of the Medical Profession 2019
4. Section 24, Medical Act of 1959, R.A. 2382.
5. Article III, par. 3.8, Code of Ethics of the Medical Profession 2019
6. 506 N.W.2d 264 (1993)
7. Lyons v. Grether, 239 S.E.2d 103 (1977)
8. Almaguer v. Jenkins, 9 S.W.3d 835 (1999)
9. St. John v. Pope, 901 S.W.2d 420 (1995)

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