

What's a Dentist to Do? Deal or No Deal?

Please e-mail us at twinchurchill@aol.com or fax us at (763)475-2784. We look forward to hearing from you not only regarding this article, but also if you have any ethical dilemmas you would like to present to the membership. Perhaps we can help you decide what to do.

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Mrs. Sandra Lichter, who was in her late 50s, was a patient in the practice of Dr. Gerald Burt. Dr. Burt's practice was primarily reconstructive, and he had performed that type of service for Mrs. Lichter. She had received full-mouth rehabilitation, consisting mostly of crowns along with one partial denture. Endodontic treatment and periodontal surgery had also been necessary.

The total bill was expected to be about \$20,000. Dr. Burt had been paid \$2,000 from Mrs. Lichter's insurance, and he had asked his business manager to arrange a payment schedule with Mrs. Lichter. The business manager was sure that a business agreement had been made, but every time Mrs. Lichter came in she made some plausible excuse for not paying.

Finally, the case was completed. Dr. Burt inserted all of the restorations on a trial basis and was pleased with the result. However, Mrs. Lichter still had paid no part of her \$18,000 bill.

Dr. Burt wondered whether he should withhold final placement of all restorations until the bill was paid or insert the prostheses and continue to try to work

*things out with Mrs. Lichter.***

Fidelity — for us in dentistry it means a faithful devotion to duty and to our obligations of serving the needs of our patients. The relationship we have with these patients is also referred to as fiduciary. It is fiduciary because its value rests on the public trust and support of the general public.

This relationship involves the notion of keeping promises — that is, keeping the promises we as dentists have offered our patients to work for their benefit as stated in the Hippocratic Oath.

These commitments, these promises, may be explicit — let's say the promise of a certain type of restoration or a particular appointment time. They may also be implied. I am speaking of the certain practices we all think of as essential to relating to our patients — for instance, confidentiality, patient autonomy, and honesty. These are as important and binding as the explicit ones.

The fiduciary relationship we have with our patients is sometimes referred to as a "contract". Each party pledges something to the other party. If one of those parties reneges, the other party is excused from keeping his or her part of the bargain. Is our professional relationship with our patients a contract? Is it acceptable for Dr. Burt to withhold the completion of his work until Mrs. Lichter upholds her end of the bargain — that is, payment for services?

Under the older ethics where the patient is not seen as an active partici-

pant in the doctor-patient relationship, Dr. Burt would need to do what is best for Mrs. Lichter and cement her case permanently regardless of payment. For those who believe in the newer ethics of the patient contractually bearing active responsibility in his or her treatment, and therefore having obligations as well as rights, the question is, "Can Dr. Burt withhold finishing Mrs. Lichter's case until her responsibility of full payment is fulfilled?"

A better term for a fiduciary doctor/patient relationship could be "covenant". Covenant is defined by the Webster's Dictionary as "a binding and solemn agreement made by two or more individuals, parties, etc. to do or keep from doing a specific thing."

What are the implications of such a covenant, contract, or fiduciary relation? The answer to this question is one of the most important aspects of dental ethics.

The promise we make to our
Continued on next page

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***Material quoted and ideas in this article are from Case 40 "The Dentist's Obligations When the Patient Fails to Pay" in Ethical Questions in Dentistry by James T. Rule, D.D.S., M.S. and Robert M. Veitch, Ph.D., Quintessence Publishing Co., Inc., Chicago, IL.*

Ethics Committee

Continued from previous page

patients is to do what is best for them. That entails using the best in procedures and materials imaginable. Can we promise that? For instance, the best for a patient may be a gold restoration, but the cost-effectiveness of a well-placed amalgam may be the best choice. Similarly, because of the patient's autonomous freedom of choice, a patient may choose a large amalgam procedure over the best procedure of a crown. So can we really promise the best?

Is Mrs. Lichter's purchase of her dental reconstruction comparable to the contractual purchase of merchandise whereby, if not paid for, the merchandise is not delivered? Or is the dental relationship one in which the dentist bears the unilateral, moral responsibility of doing the best for his patient even if he or she cannot or will not pay.

Did Dr. Burt and Mrs. Lichter "make a deal" that then was broken? In other words, deal or no deal? Would you permanently cement Mrs. Lichter's crowns? ■