

## THE RATIONALE FOR CHARGING FOR MISSED APPOINTMENTS

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### I. What should be paid for?

Therapists earn their living from the sale of their expertise per unit of time. The making of an appointment is an implicit contract between the two parties that both will be present and available for each other for the duration of the time of their appointment, and that the patient will pay the therapist at an agreed upon rate. Beyond that it is, obviously, expected that the therapist will use his expertise as best as possible and that the actions of both will be governed by rules that make the setting safe and useful.

Just as appointments are made, so they can be canceled without penalty provided that the implied contract between therapist and patient is canceled within reasonable limits of time, usually no less than 24 hours, to give the therapist an opportunity to sell his or her time to others. Cancellations are not necessarily always accepted, however, if in the expert judgment of the therapist they represent acting-out. This, obviously, opens the door for abuse of patients by unethical or incompetent therapists, but it is a necessary therapeutic requirement since acting-out is usually not recognized by the patient as such at the height of repressed feelings. The patient's real reasons for deciding to cancel a session are often not recognized by him or her until much later in time, after the feelings have subsided and worked-through.

The same principles apply in group therapy settings, except that the situation is different. Since the therapist cannot and should not sell the absent patient's spot to someone who is not a regular member in the group, he would sustain financial losses if cancellations were possible. Most therapists charge, therefore, for group sessions on a monthly basis, or on the basis of some variation thereof, since not all months are of the same length. A non-cancellable contract in the group also tends to reduce unrecognized acting-out, since generally no one wishes to pay for benefits that are not received.

## II. Who should pay?

The foregoing simple rules make sense as long as the relationship between patient and therapist does not involve third-parties who directly or indirectly pay for these services. Since insurance carriers and/or government now often pay therapists, the direct and mutual responsibilities of patient and therapist to each other have been contaminated and interfered with, and some modification of the above principles was required.

Not all physicians and other therapists are ethically pure, and some were found charging third-parties for services that they had not delivered for their own reasons. Furthermore, when third-parties (even parents) pay for sessions that were either not cancelled or that were cancelled too late, the issue of the patient's responsibility to the therapist is usually not dealt with sufficiently, if at all. Adherence to the therapeutic contract is often not maintained when either one of the two parties can abuse it without penalty.

To protect society against unethical or incompetent practitioners, legislatures have sometimes wisely adopted laws and statutes that forbid charging third-parties for missed appointments. Such statutes make excellent sense since they are designed to protect public resources against bilking by a small, but apparently significant, number of practitioners. Third-party payers cannot determine from a distance whether or not the therapist has indeed discharged his or her responsibilities properly.

While insurance companies should not pay for missed appointments, someone ought to in cases in which the therapist had committed himself in good faith to sell his time to a patient, possibly rejecting other opportunities to do so. The person who is obligated to pay for such missed appointments under these circumstances must be the patient. The group situation presents special difficulties, since the charges are often made not on the basis of sessions but of time.

### III. One difficult example.

A patient in on-going individual and group therapy had left for a Florida vacation. His therapy was proceeding well and responsibly, and it was, in fact, the first vacation he had been willing to take together with his family in many years. In the last session before leaving, he spoke meaningfully about his joy. He had canceled the individual sessions during his vacation and was obviously not charged for them. He also knew and agreed that the charges for his group sessions would continue during his short absence. A few days later the patient was hospitalized in Florida, having had a heart attack on the golf course. He communicated with his therapist by phone once or twice. A week or so later he died suddenly of a massive coronary infarction.

All charges were obviously stopped as of the date of his death. The last monthly statement that was forwarded to the family included charges for individual and group sessions which he had actually attended prior to the vacation, as well as charges for two group sessions that were held while he was on vacation, before his death.