SUMMARY

Dr. Marc Engfield (CPSO# 78968)

1. Dispositions

On July 12, 2017, the Inquiries, Complaints and Reports Committee ("the Committee") ordered internal medicine specialist Dr. Engfield to complete a specified continuing education and remediation program ("SCERP"), and to attend the College to be cautioned with respect to maintaining appropriate boundaries. The SCERP requires Dr. Engfield to:

- complete the boundaries course offered by Schulich School of Medicine – Western University - Understanding Boundaries in Managing the Risks inherent in the Doctor-Patient Relationship; and

- review and provide written summaries of the College's policies on *Medical Records*, *Maintaining Appropriate Boundaries and Preventing Sexual Abuse*, and *Physician Behaviour in the Professional Environment,* and the College's Practice Guide.

2. Introduction

A patient expressed concern about the care she received from Dr. Engfield over a year and a half, in relation to the management of her chronic pain. Specifically, she expressed concern about Dr. Engfield's prescribing of narcotics and benzodiazepines, his manner towards her during office visits (she maintains he invaded her personal space, called her "sweetheart" and often focused discussion on her personal matters, hugged her, and inappropriately touched her leg/knee during the majority of office visits and grazed her breast while performing an injection), his failure to provide her with a letter of support for use in a custody matter, and his termination of the doctor-patient relationship (which she maintains was done without cause and without provision for continuity of care, including access to medications).

The Committee obtained an independent opinion (IO) from a specialist in chronic pain management and addiction medicine, opining on Dr. Engfield's care in this case. The IO provider

concluded that Dr. Engfield's care did not meet the standard in terms of his prescribing practices, and his actions in altering the medical record after the College's investigation had commenced (in that he had the patient sign a long-term opioid therapy (LTOT) contract which he had backdated), that he displayed a lack of knowledge and judgment in these areas, and that his deficiencies in this case may have potentially put the patient at risk of overdose and could have enabled the medications to be diverted to the general public. The IO provider noted that Dr. Engfield did take full responsibility for his previous medical practise, and that he had made a real effort to change his practise, specifically with patients similar to the patient in this case. The IO provider also noted that Dr. Engfield admitted to backdating the LTOT contract and was quite remorseful about his misjudgment in this respect.

Dr. Engfield accepted the IO provider's report, and agreed that there were deficiencies in his prescribing practise. He expressed regret for his actions in altering the medical record, which he recognized was a lapse in judgment. He advised that he had taken significant steps to improve his practice, through courses and self-study, and that he was prepared to engage in further steps to satisfy the Committee's concerns.

3. Committee Process

A General Panel of the Committee, consisting of public and physician members, met to review the relevant records and documents related to the complaint. The Committee always has before it applicable legislation and regulations, along with policies that the College has developed, which reflect the College's professional expectations for physicians practising in Ontario. Current versions of these documents are available on the College's website at www.cpso.on.ca, under the heading "Policies & Publications."

4. Committee's Analysis

The Committee agreed with the IO provider's conclusion that Dr. Engfield's prescribing practices in this case were deficient. However, the Committee noted that this aspect of Dr. Engfield's practice was being adequately addressed through an undertaking (through another

College process), which includes clinical supervision, professional education and reassessment of Dr. Engfield's practice.

The Committee also noted that Dr. Engfield had already successfully completed a thorough and satisfactory program on ethics, and had been cautioned for his conduct in altering medical records (again, through another College process) and was satisfied that the concerns raised in this case regarding Dr. Engfield's conduct in backdating the LTOT contract have already been adequately addressed through these measures. However, the Committee pointed out that Dr. Engfield would benefit from a careful review of the College's policy on *Medical Records*, which clearly sets out a physician's obligation to maintain complete and accurate records, and the fundamental importance of this aspect of a physician's practice.

The Committee concurred with the IO provider's conclusion that Dr. Engfield's decision and actions in terminating the physician-patient relationship in this case were appropriate and reasonable, and the termination was done in accordance with the College's policy on *Ending the Physician-Patient Relationship*. As the IO provider noted, Dr. Engfield properly notified the patient of the termination, and the reasons for the termination, provided options for continuity of care, and continued to prescribe the patient's current medication for a reasonable period of time.

In terms of Dr. Engfield's behaviour towards the patient during office visits, the Committee was faced with the parties' differing accounts of what transpired, with the patient maintaining that Dr. Engfield encroached on her personal space and used inappropriate communication and Dr. Engfield, for the most part, denying such behaviour. While Dr. Engfield denied touching the patient's leg or hand as she has described (or making a motion to kiss her), or using the terms she attributed to him, he admitted that he did hug the patient on occasion. Dr. Engfield stated that he recognized, in retrospect, that this conduct was not appropriate and could be misinterpreted by a patient, and that it could make a patient uncomfortable, as it apparently did in this case.

The Committee noted that Dr. Engfield acknowledged that the clinical visits did include discussions about the patient's personal issues (much of which would be irrelevant to his management of her chronic pain). The Committee pointed out that this would create an informal setting in which Dr. Engfield's conduct could be open to misinterpretation.

As for the patient's claim that Dr. Engfield grazed her breast while performing an injection, the Committee stated that it was not in a position to conclude definitively what may have transpired. It noted that Dr. Engfield denied that the incident occurred, and that the patient acknowledged that (even if it did occur) it may well have been an accidental/incidental touching during a clinical encounter. Dr. Engfield denied that he touched the patient in any manner outside of a clinical examination, aside from the occasional hug which, as just noted, he admitted to having engaged in in order to show compassion for a distraught patient.

While the Committee appreciated that a physician may want to try to offer support to a patient who is upset, it noted that physicians must be very careful to maintain appropriate boundaries and avoid physical contact with a patient, except what is required to perform medically necessary examinations (as is set out in the College policy on *Maintaining Appropriate Boundaries and Preventing Sexual Abuse*). It stated that it appeared that in this case Dr. Engfield failed to do so.

The Committee was satisfied that in light of the above, it was appropriate to caution Dr. Engfield and require him to complete education, as set out above.

Finally, in terms of the patient's concern that Dr. Engfield failed to provide her with a letter to support her in her custody litigation, the Committee accepted as reasonable Dr. Engfield's explanation that he did not refuse to provide such a letter, but that he sought further clarification as to what the patient's counsel was requesting (which was not forthcoming, either prior to the termination of the doctor-patient relationship or after this occurred).