






# STANDARD OF PRACTICE

The Royal College of Dental Surgeons of Ontario’s Standards of Practice set out legal, professional, and ethical obligations that apply to dentists practising in Ontario. Standards of Practice support dentists and protect the public by communicating the College’s expectations for the profession.

## Managing Conflicts and Ending the Dentist-Patient Relationship

### RELATED RESOURCES

-  [Template Dismissal Letter \(Breakdown in the Relationship\)](#)
-  [Template Dismissal Letter \(Change in Dentist’s Employment\)](#)
-  [Case Scenarios](#)
-  [FAQs](#)
-  [Flow Charts](#)

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### EXECUTIVE SUMMARY

This Standard of Practice sets out requirements for dentists related to managing conflicts that affect the dentist-patient relationship and ending the dentist-patient relationship.

The expectations set out in this Standard apply to all treating relationships, including where patients also work for the dentist or at the dental practice. This Standard does not apply when the dentist-patient relationship concludes because care has reached its natural or expected end, or when the patient chooses to end the dentist-patient relationship.

This Standard is supported by companion resources which provide supplementary information and guidance. These resources include template dismissal letters, Case Scenarios, FAQs, and flow charts.

As there are many situations in which a conflict may arise or where the dentist-patient relationship may end, this Standard focuses on overarching requirements that apply broadly, rather than addressing all possible scenarios. Specific examples and scenarios are addressed in the companion resources.<sup>3</sup>

<sup>1</sup> In this Standard, the term “dentist-patient relationship” refers to the treating relationship between a dentist and a patient and does not include other types of relationships that may exist between a dentist and a patient, such as personal, familial, or employment relationships.

<sup>2</sup> See the FAQs for guidance on these scenarios.

<sup>3</sup> Some examples of topics addressed by the companion resources include where the patient fails to pay fees, misses appointments, refuses treatment or posts a negative review online.

## DEFINITIONS

**Key terms are defined below to assist with interpreting and applying this Standard of Practice. In some cases, these definitions may be specific to this Standard and may not be applicable to other College documents or areas of dentistry. Where a definition has specific or limited application to this Standard or area of practice, this is identified in a footnote.**

**A breakdown in the dentist-patient relationship<sup>4</sup>** occurs when the trust and/or respect that is essential to a safe and effective dentist-patient relationship has been lost by one or both parties and cannot be regained. Examples of situations that may lead to a breakdown include but are not limited to:<sup>5</sup>

- where the patient is repeatedly non-compliant with office policies (for example, policies related to non-payment of fees or missed appointments);
- where the patient or a person closely associated with a patient has engaged in abusive or harassing behaviour towards the dentist, other patients, and/or practice staff.<sup>6</sup>

**A conflict<sup>7</sup>** refers to any situation that negatively impacts the trust and/or respect in a dentist-patient relationship and may compromise safe and effective care. These situations may involve one or more of the following:

- comments, actions, or behaviours, made in-person or online, intentionally or unintentionally, by the patient, a person closely associated with the patient, the dentist, or staff who work at the practice; or
- a disagreement between a dentist, a patient, a person closely associated with a patient, or staff who work at the practice.

**Persons closely associated with a patient** include, but are not limited to, the patient's:

- spouse or partner;
- friend;
- parent or guardian;
- substitute decision-maker;<sup>8</sup> or
- a person who holds power of attorney for personal care for the patient.

For a definition of **conflict of interest** see RCDSO's [Conflict of Interest](#) Guidelines, and for a definition of **dental emergency** see RCDSO's [Dental Emergencies](#) webpage.

## PRINCIPLES

The following principles are derived from the RCDSO's [Foundations of Professionalism](#) and form the basis for the requirements set out in this Standard.<sup>9</sup>

1. An effective dentist-patient relationship requires mutual trust and respect.
2. Dentists act, first and foremost, for the benefit of patients and in service to their health and well-being. This includes collaborating and communicating effectively within professional relationships and facilitating continuity of care.
3. The principles above continue to apply when managing conflicts with patients and persons closely associated with patients, and when ending the dentist-patient relationship.

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<sup>4</sup> This definition of "a breakdown in the dentist-patient relationship" is specific to the requirements and topics addressed in this Standard and may not apply in other contexts.

<sup>5</sup> Appropriate steps in these cases will be informed by the circumstances of the situation. Dentists in these situations are advised to review the corresponding companion resources to support appropriate decision-making.

<sup>6</sup> Abuse and harassment include, but are not limited to, verbal, physical, emotional or psychological abuse, and sexual harassment.

<sup>7</sup> This definition of "a conflict" is specific to the requirements and topics addressed in this Standard and may not apply in other contexts.

<sup>8</sup> Substitute decision-maker (SDM) is a person who may give or refuse consent to treatment on behalf of a person who lacks capacity. A more detailed definition can be found in the [Consent to Treatment](#) Standard.

<sup>9</sup> The [Foundations of Professionalism](#) articulates the core principles and duties of the profession and this serves as the foundation for all RCDSO [Standards of Practice, Guidelines, and Advisories](#).

## MANAGING DENTIST-PATIENT CONFLICTS

Conflicts that affect the dentist-patient relationship can arise between dentists and their patients, persons closely associated with patients (for example, a parent or spouse), and/or staff who work at the practice, and can lead to a breakdown in the dentist-patient relationship. Efforts to resolve conflicts that affect the dentist-patient relationship can improve mutual trust and respect, and prevent a relationship from breaking down.

The following requirements apply when conflicts arise that affect the dentist-patient relationship.

1. Dentists must make reasonable efforts to resolve conflicts that affect the dentist-patient relationship in the best interests of the patient except where, in the dentist's professional judgment:
  - a. reasonable efforts to resolve the conflict have previously been made and have failed;
  - b. the patient or person closely associated with the patient has engaged in abusive or harassing behaviour; or
  - c. the patient or person closely associated with the patient poses a risk of harm<sup>10</sup> to the dentist, other patients, or practice staff.<sup>11</sup>
2. Dentists must use their professional judgment to determine what efforts are reasonable given the circumstances of the conflict and with consideration for the patient's best interests.<sup>12</sup> Reasonable efforts to resolve a conflict may include but are not limited to:
  - a. engaging directly with the patient, whenever possible, either in person, virtually, over the phone, or in writing;
  - b. trying to understand and acknowledge the patient's perspective and concerns;<sup>13</sup>
  - c. informing the patient of:
    - i. the professional obligations of the dentist;
    - ii. what is causing the conflict;
    - iii. how the conflict affects care; and
  - d. working with the patient to develop a mutually acceptable plan to address the conflict, including any immediate next steps and ongoing expectations.
3. Inappropriate professional boundaries with patients can contribute to conflicts. Dentists must manage professional boundaries, including situations related to dual relationships and conflicts of interest, in accordance with requirements in the RCDSO's [Prevention of Boundary Violations and Sexual Abuse Standard](#).<sup>14</sup>
4. When efforts to resolve a conflict<sup>15</sup> involve engaging directly with someone other than the patient, dentists must not disclose any personal health information except with the patient's consent or as permitted by law.<sup>16</sup>

<sup>10</sup> Risk of harm includes, as examples, physical, psychological or emotional harm.

<sup>11</sup> In all of these circumstances (1.a. – c.), dentists are not required to attempt to resolve the conflict with the patient and may end the dentist-patient relationship in accordance with the requirements in this Standard.

<sup>12</sup> When resolving conflicts, dentists are expected to act in a professional and empathetic manner consistent with the principles and duties set out in RCDSO's [Foundations of Professionalism](#).

<sup>13</sup> See the [RCDSO's Patient Communication webpage](#) for resources related to dentist-patient communication.

<sup>14</sup> See Provision 12 in the [Prevention of Boundary Violations and Sexual Abuse Standard](#) for additional guidance related to ending the dentist-patient relationship.

<sup>15</sup> Such as those set out in Provision 2.a. – d. of this Standard.

<sup>16</sup> Legislative requirements for the collection, use, disclosure, and transfer of personal health information are set out in the [Personal Health Information Protection Act, 2004](#), S.O. 2004, c. 3, Sched. A.

## ENDING THE DENTIST-PATIENT RELATIONSHIP

The decision to end a dentist-patient relationship requires thoughtful consideration as it can significantly impact the patient's oral health and continuity of care. Whether it is necessary or appropriate to end the dentist-patient relationship is often a matter of professional judgment. Decisions to end the dentist-patient relationship must comply with this Standard and take into consideration its accompanying resources, other relevant RCDSO documents,<sup>17</sup> the circumstances of the situation, and the best interests of the patient.

### GENERAL REQUIREMENTS

The following requirements apply whenever a dentist ends the dentist-patient relationship prior to the natural or expected completion of the patient's care. This includes when the relationship is ending due to a conflict, or when the relationship ends for reasons unrelated to a conflict.

5. Dentists must not end the dentist-patient relationship where it is prohibited by legislation, including where it would constitute discrimination based on protected grounds under the Ontario Human Rights Code.<sup>18</sup>
6. Dentists must ensure that decisions to end the dentist-patient relationship are supported by a clear and defensible rationale and are made with consideration for the patient's best interests.<sup>19</sup>
7. Dentists are advised to consider ending the dentist-patient relationship in circumstances

where patient care may be compromised. This includes where the dentist believes:

- a. the dentist-patient relationship has broken down and cannot be repaired; or
  - b. they are unable to provide safe and effective care that meets the Standard of Care, or complies with RCDSO's Standards of Practice or the [Foundations of Professionalism](#).
8. Dentists must take the following steps to end the dentist-patient relationship (limited exceptions are set out at Provision 12):
- a. Make reasonable efforts to ensure the patient is notified of the dentist's decision to end the relationship through a written notice.<sup>20, 21</sup> The notice must include the following information:
    - a. the date when care will no longer be provided by the dentist;<sup>22</sup>
    - b. whether the patient may seek or will have access to care from any other oral health care professionals who work at the practice;
    - c. a brief rationale for the decision;
    - d. instructions for accessing copies of dental records, and for requesting copies of dental records be transferred to a new dentist or dental practice;<sup>23</sup>
    - e. if applicable, a general description of any needs for time-sensitive treatment;<sup>24</sup>
    - f. advice for seeking care in case of a dental emergency;<sup>25</sup>

<sup>17</sup> such as the RCDSO's [Change of Practice Ownership](#) Practice Advisory, [Release and Transfer of Patient Records](#) Practice Advisory, and [Prevention of Boundary Violations and Sexual Abuse](#) Standard.

<sup>18</sup> Ontario [Human Rights Code](#) R.S.O. 1990, c. H.19. See the FAQs for more information.

<sup>19</sup> The obligation to put patients' best interests first is rooted in fiduciary law. See the [Foundations of Professionalism](#) for more information.

<sup>20</sup> The written notice can be either physical or electronic.

<sup>21</sup> In some cases, it may support clear and effective communication to notify the patient verbally that the relationship is ending prior to sending a dismissal letter. See the Case Scenarios and FAQs for more information regarding dismissal decisions including considerations related to privacy and confidentiality.

<sup>22</sup> This may be a specific date or after time-sensitive treatment has been provided, if applicable.

<sup>23</sup> Patients are entitled to copies of their own records. Additional guidance related to the transfer of records can be found in the [Personal Health Information Protection Act, 2004](#), S.O. 2004, c. 3, Sched. A, and in applicable RCDSO resources, including the College's Practice Advisory on Release and Transfer of Patient Records.

<sup>24</sup> This includes treatment that, in the dentist's professional judgment, is necessary to prevent infection, pain, premature tooth loss, and/or trauma.

<sup>25</sup> See the 'Emergency Care' section of this Standard for additional requirements related to emergency care after the dentist-patient relationship ends.

- g. if applicable, instructions or next steps regarding deposits for any obligations or treatment owed to the patient that were not completed when the relationship ended;<sup>26</sup>
  - h. when the dentist recommends the patient follow-up with a new dentist for further care, including routine and non-urgent care; and
  - i. suggestions regarding how the patient can find a new dentist.<sup>27</sup>
- b. Where dentists are unable to effectively notify the patient in writing,<sup>28</sup> dentists must make reasonable efforts to ensure the patient is notified verbally.
  - c. Dentists must offer to complete or refer the patient for the completion of any time-sensitive treatment that is also temporary and already underway,<sup>29</sup> except in the limited circumstances set out in Provision 12.
- 9.** If the patient is undergoing active, multi-phase or long-term treatment (as examples, braces or aligner-based orthodontic treatment, or ongoing treatment for periodontal disease) dentists must also notify patients, where applicable, of:
- a. their current oral health status in relation to the treatment plan, including any needs for interim care to maintain their condition until they transition to a new dentist
- (as examples, removal of brackets, placement of retentive appliances, monitoring and treatment for periodontal disease);
- b. whether the patient must find another dentist to provide interim care; and
  - c. the risks of pausing or discontinuing treatment.
- 10.** Dentists must not fail to provide dental services set out in an agreement or an arrangement with the patient, or discontinue needed dental services, without reasonable cause, accept as permitted by law.<sup>30</sup>
- 11.** Where the patient lacks capacity, dentists must provide the written and/or verbal notice along with any other relevant details concerning the patient's care to the patient's substitute decision-maker.<sup>31</sup>
- 12.** Where, in the dentist's professional judgment, the patient or a person closely associated with the patient engages in abusive or harassing behaviour, or poses a risk of harm to the dentist, other patients, or practice staff,<sup>32</sup> dentists may end the dentist-patient relationship in accordance with this Standard. In these situations, dentists are not required to offer, refer, or provide care, including as set out in Provision 8.c., but dentists must provide a written or verbal notice to the patient.<sup>33</sup>

<sup>26</sup> Dentists are reminded that failing, without reasonable cause, to satisfy the terms of an agreement or any arrangement with a patient respecting the provision of dental services is an act of professional misconduct under s. 2(15) of the [Professional Misconduct Regulation](#) (O. Reg. 853/93) under the *Dentistry Act*, S.O. 1991, c. 24.

<sup>27</sup> See the Template Dismissal Letters for more information and examples.

<sup>28</sup> As examples, notifying the patient in writing may not be possible or effective if the departing dentist does not have the e-mail or home address of the patient, or if the dentist has reason to believe the patient may not read a written notice or that a written notice may worsen a conflict.

<sup>29</sup> Dentists are not required to provide care in all circumstances, and this requirement does not mean the entire treatment plan must be completed. See the FAQs for more information and specific examples.

<sup>30</sup> s. 2(14) and s. 2(16) of the [Professional Misconduct Regulation](#) (O. Reg. 853/93) under the *Dentistry Act*, S.O. 1991, c. 24 set out requirements for terminating dental services under agreement or otherwise. Dentists may wish to see the RCDSO FAQs and/or seek out independent legal advice if they are unsure of their obligations.

<sup>31</sup> For more information about capacity and substitute decision makers, see RCDSO's [Consent to Treatment](#) Standard.

<sup>32</sup> Abuse, harassment, and harm include, but are not limited to, verbal, physical, emotional or psychological abuse, and sexual harassment.

<sup>33</sup> Appropriate steps in these situations will be informed by a number of factors, including the patient's oral healthcare needs and the circumstances of the situation. Dentists are advised to contact RCDSO's Practice Advisory Service for assistance.

Depending on dentists' role within the dental practice, dentists may also have specific responsibilities related to workplace harassment and workplace violence under the *Occupational Health and Safety Act, 1990*.<sup>34</sup>

## **ENDING THE RELATIONSHIP DUE TO CHANGES IN THE DENTIST'S EMPLOYMENT**

This section sets out additional requirements for ending the dentist-patient relationship due to changes in the dentist's employment.

13. Dentists must meet the general requirements for ending the dentist-patient relationship, set out above, when the dentist-patient relationship will be ending due to:
  - a. the dentist's retirement or ceasing to practice dentistry;
  - b. the closing of a dental practice;
  - c. a change in the business or ownership structure of the dental practice that results in a staffing change or reduced capacity to care for patients (for example, selling the dental practice to a new owner or decreasing practice size);<sup>35</sup> or
  - d. the relocation of the dentist or dental practice (this includes situations where an associate dentist leaves to practise at another location).
14. In addition to the requirements for ending the dentist-patient relationship set out above, dentists ending the relationship due to changes in the dentist's employment must ensure that patients are notified of the plan for their

continuity of care, including who will take over their care and who will be the custodian of the patient's records, if applicable.<sup>36</sup>

15. Dentists ending the relationship due to changes in the dentist's employment are not required to provide personalized treatment information (as set out in Provision 8.a.v. and Provision 9) in the written notice provided that another dentist at the practice is going to take over the patient's care. Instead, dentists are advised to provide general information regarding who patients may contact if they have questions about next steps for their care.
16. Where the outgoing dentist is unable to notify patients that the dentist-patient relationship is ending (for example, due to the dentist not having access to patients' contact information, incapacity, or death<sup>37</sup>), the dentist who takes over the patient's care or the owner of the practice must ensure that patients are notified in accordance with this Standard.<sup>38</sup>

## **EMERGENCY CARE**

This section sets out additional requirements related to emergency care after the dentist has ended the relationship.<sup>39</sup>

17. When ending the dentist-patient relationship, dentists may offer to provide care in case a dental emergency arises while the dismissed patient seeks a new dentist. Whether or not dentists make this offer is a matter of professional judgment,<sup>40</sup> however, dentists must offer at least one of the following to patients who will be dismissed and no longer have access to care at the dental practice:

<sup>34</sup> If unsure of your legal obligations or rights under the *Occupational Health and Safety Act, R.S.O. 1990, c. O.1* consider seeking legal counsel or refer to RCDSO's FAQs.

<sup>35</sup> Dentists are reminded that changes in practice ownership must be made in accordance with applicable legal and professional obligations including the [Change of Practice Ownership Practice Advisory](#).

<sup>36</sup> Legislative requirements for the disclosure and transfer of personal health information to a custodian's successor are set out in s. 42 of the [Personal Health Information Protection Act, 2004](#), S.O. 2004, c. 3, Sched. A.

<sup>37</sup> See the FAQs for considerations that apply when the relationship ends due to a dentist's death.

<sup>38</sup> See the [Change of Practice Ownership and Retiring](#) FAQs, [Dental Record Keeping](#) FAQs, and FAQs for this Standard of Practice for more information about obligations related to patient records after a practice closes or changes ownership, and what happens when a dentist passes away.

<sup>39</sup> See RCDSO's Dental Emergencies webpage for a definition of "dental emergency".

<sup>40</sup> Factors that will inform the dentist's decision include the circumstances that led to the end of the relationship, and the dismissed patient's circumstances, access to other oral healthcare services, and oral healthcare needs.

- a. the address or phone number of a local dental practice, provider of dental emergency services, or hospital with a dental department where the individual can seek emergency care; and/or
  - b. to refer the individual to another dentist for emergency care; and/or
  - c. to provide emergency care directly.<sup>41</sup>
- 18.** Dentists must use their professional judgment to decide if it is appropriate, based on the dismissed patient's needs and available options for care, to set a time limit on any offers to provide emergency dental care while the individual seeks out a new dentist.<sup>42</sup>
- c. whether time-sensitive treatment was provided;<sup>43</sup>
  - d. the patient's condition at the time the relationship ended;
  - e. a copy of the written notice to end the dentist-patient relationship, and/or what was explained in the verbal notice, including the date the relationship ended;
  - f. if applicable, obligations or treatments owed to the patient that were not completed when the relationship ended (such as the return of any deposits to the patient, or transfer of any deposits to another dentist for the fulfillment of obligations or completion of treatment);<sup>44</sup>
  - g. if applicable, the collection of any outstanding fees;
  - h. whether the patient requested to receive or have transferred a copy of their records and the outcome of that request; and
  - i. any advice provided to the patient related to obtaining care including, interim care,<sup>45</sup> routine or non-urgent treatment, time-sensitive treatment,<sup>46</sup> or care in case of an emergency.

## RECORD KEEPING REQUIREMENTS

- 19.** When ending the dentist-patient relationship, dentists must ensure appropriate documentation in accordance with RCDSO's [Dental Recordkeeping](#) Guidelines and [Electronic Records Management](#) Guidelines.
- 20.** When there has been a conflict and when ending the dentist-patient relationship, dentists must document details related to the event(s), including but not limited to:
- a. a description of any conflicts that affect the dentist-patient relationship;
  - b. any reasonable efforts made to resolve conflicts with the patient or inform the patient of next steps, including communications that take place in-person, over email, or over telephone calls with the dentist or practice staff;

<sup>41</sup> Dentists are reminded that failing to make arrangements for emergency dental services for a dentist's patients or to advise a patient how to obtain emergency dental services is an act of professional misconduct under s. 2(18) of the [Professional Misconduct Regulation](#) (O. Reg. 853/93) under the *Dentistry Act*, S.O. 1991, c. 24.

<sup>42</sup> See the FAQs for guidance about setting a time limit on the offer to provide emergency care.

<sup>43</sup> See note 25.

<sup>44</sup> Dentists are reminded that a failure to record information in the patient record related to a course of dental treatment where they have accepted payment in advance of the completion of the course of treatment is an act of professional misconduct under s. 2(21) of the [Professional Misconduct Regulation](#) (O. Reg. 853/93) under the *Dentistry Act*, S.O. 1991, c. 24.

<sup>45</sup> See Provision 9.

<sup>46</sup> See Provision 8.a.v.