

**DISCIPLINE COMMITTEE OF
THE COLLEGE OF NATUROPATHS OF ONTARIO**

B E T W E E N :

COLLEGE OF NATUROPATHS OF ONTARIO

- and -

ELVIS ALI

NOTICE OF HEARING

The Inquiries, Complaints and Reports Committee of the College of Naturopaths of Ontario (the “College”) has referred specified allegations against you to the Discipline Committee of the College. The allegations were referred in accordance with section 26 of the *Health Professions Procedural Code* which is Schedule II to the *Regulated Health Professions Act, 1991*. The statement of specified allegations is attached to this notice of hearing. A discipline panel will hold a hearing under the authority of sections 38 to 56 of the *Health Professions Procedural Code*, as amended, for the purposes of deciding whether the allegations are true. A **pre-hearing conference** will be held at a date and location to be set by the Presiding Officer. A discipline panel will convene at the offices of the College at 150 John Street, 10th Floor, Toronto, Ontario at **9:30 a.m. on a date to be set by the Registrar**, or as soon thereafter as the panel can be convened, for the purposes of conducting the **discipline hearing**.

IF YOU DO NOT ATTEND ON THE DATE FOR THE HEARING IN ACCORDANCE WITH THE PRECEDING PARAGRAPH, THE DISCIPLINE PANEL MAY PROCEED IN YOUR ABSENCE AND YOU WILL NOT BE ENTITLED TO ANY FURTHER NOTICE IN THE PROCEEDINGS.

If the discipline panel finds that you have engaged in professional misconduct, it may make one or more of the following orders:

1. Direct the Registrar to revoke your certificate of registration.
2. Direct the Registrar to suspend your certificate of registration for a specified period of time.
3. Direct the Registrar to impose specified terms, conditions and limitations on your certificate of registration for a specified or indefinite period of time.
4. Require you to appear before the panel to be reprimanded.
5. Require you to pay a fine of not more than \$35,000 to the Minister of Finance.
6. If the act of professional misconduct was the sexual abuse of a patient, require you to reimburse the College for funding provided for that patient under the program required under section 85.7 of the *Health Professions Procedural Code*.
7. If the panel makes an order under paragraph 6, require you to post security acceptable to the College to guarantee the payment of any amounts the member may be required to reimburse under the order under paragraph 6.

The discipline panel may, in an appropriate case, make an order requiring you to pay all or part of the College's costs and expenses pursuant to section 53.1 of the *Health Professions Procedural Code*.

You are entitled to disclosure of the evidence against you in accordance with section 42(1) of the *Health Professions Procedural Code*.

You, or your representative, may contact the solicitor for the College, Rebecca Durcan, in this matter:

Steinecke Maciura LeBlanc
Barristers & Solicitors
401 Bay Street
Suite 2308, P.O. Box 23
Toronto, ON M5H 2Y4

Telephone: (416) 644-4783
Facsimile: (416) 593-7867

Note that, Rules 17-20 of the *Rules of Procedure of the Discipline Committee of the College of Naturopaths of Ontario* also apply to you. Rules 18-20 state as follows:

RULE 18. Documentary Disclosure

- 18.1 Each Party to a Proceeding shall deliver to every other Party (a) a list of, and (b) if not previously produced, copies of, all documents and things that the Party intends to produce or enter as evidence at the Discipline Hearing, in the case of the College, as soon as is reasonably practicable after the Notice of Hearing is served, and in the case of any other party, as soon as is reasonably practicable after disclosure by the College under this Rule, but in any case at least ten (10) days before the commencement of the Pre-Hearing Conference.
- 18.2 A Party who does not disclose a document or thing in compliance with sub-rule 18.1 may not refer to the document or thing or introduce it in evidence at the Discipline Hearing without leave of the Panel, which may be on any conditions that the Panel considers just.
- 18.3 Where a party discovers a document or thing that it will refer to or give in evidence at the hearing after the disclosure date specified in subrule 18.1, the party shall make the disclosure immediately after the discovery.

RULE 19. Fact Witness Disclosure

- 19.1 A Party to a Proceeding shall serve every other Party a list of the witnesses the Party intends to call to testify on the Party's behalf at the Discipline Hearing, in the case of the College, as soon as is reasonably practicable after the Notice of Hearing is served, and in the case of any other Party, at least ten (10) days before the commencement of the Pre-Hearing Conference.
- 19.2 If no affidavit has been served in accordance with Rule 45 (Evidence by Affidavit), and material matters to which a witness is to testify have not otherwise been disclosed, a Party to a Proceeding shall provide to every

other Party a summary of the evidence that the witness is expected to give at the Discipline Hearing on the merits, in the case of the College, as soon as reasonably practicable after the Notice of Hearing is served, and in the case of any other party, as soon as is reasonably practicable after disclosure by the College under this Rule, but in any case at least ten (10) days before the commencement of the Discipline Hearing.

- 19.3 The disclosure obligations set out in Rule 19.2 shall not apply to witnesses called in Reply that the College had no reasonable expectation of calling in-chief.
- 19.4 A witness summary shall contain:
- (a) the substance of the evidence of the witness;
 - (b) reference to any documents to which that witness will refer; and
 - (c) the witness's name and address or, if the witness's address is not provided, the name and address of a person through whom the witness can be contacted.
- 19.5 A Party who does not include a witness in the witness list or provide a summary of the evidence a witness is expected to give in accordance with these rules may not call that person as a witness without leave of the Panel, which may be on any conditions as the Panel considers just.
- 19.6 A witness may not testify to material matters that were not previously disclosed without leave of the Panel, which may be on any conditions that the Panel considers just.

RULE 20. Expert Opinion Disclosure

- 20.1 A Party who intends to call an expert to give expert opinion evidence at a Hearing shall:
- (a) inform the other Parties of the intent to call the expert;
 - (b) identify the expert and the issue(s) on which the expert's opinion will be tendered;
 - (c) serve the other Parties with a copy of the expert's written report or, if there is no written report, an affidavit in accordance with RULE 45 (Evidence by Affidavit), or a witness summary in accordance with sub-rule 19.3; and

- (d) file an “Acknowledgement Form – Expert’s Duty” signed by the expert, in the form appended to these rules.
- 20.2 The College shall serve any expert report or affidavit or witness summary upon which the College intends to rely at the Hearing at least sixty (60) days before the commencement of the Hearing.
- 20.3 The Member shall serve any expert report upon which he or she intends to rely at least thirty (30) days before the commencement of the Hearing.
- 20.4 The College may serve a reply expert report at least fifteen (15) days before the commencement of the Hearing.
- 20.5 Where an expert report is filed, it shall at a minimum include the following information:
- (a) qualifications of the expert;
 - (b) the instructions provided to the expert;
 - (c) the nature of the opinion being sought;
 - (d) the factual assumptions upon which the opinion is based; and
 - (e) a list of documents reviewed by the expert.
- 20.6 A Party who fails to comply with sub-rule 20.1 may not call the expert as a witness or file the expert’s report or affidavit without leave of the Panel, which may be on any conditions that the Panel considers just.

You must also make disclosure in accordance with section 42.1 of the *Health Professions Procedural Code*, which states as follows:

Evidence of an expert led by a person other than the College is not admissible unless the person gives the College, at least ten days before the hearing, the identity of the expert and a copy of the expert's written report or, if there is no written report, a written summary of the evidence.

Date: _____

February 19, 2020



Andrew Parr, CAE
Registrar & CEO
College of Naturopaths of Ontario

TO: **DR. ELVIS ALI, ND (Inactive)**
3127 Pendleton Road
Mississauga, ON L5N 7C6

STATEMENT OF SPECIFIED ALLEGATIONS

1. Dr. Elvis Azad Ali, ND (Inactive) (the "Member") became a registrant of the Board of Directors of Drugless Therapy-Naturopathy (BDDT-N) in 1987. The Member became a General Class member of the College of Naturopaths of Ontario (the "College") on July 1, 2015. The Member transferred to the Inactive Class on November 4, 2019.
2. At all relevant times, the Member has a financial, employment, business and/or contractual relationship with Alpha Science Laboratories ("ASL") and was/is their Clinic and Educational Advisor.

Breach of Discipline Committee Order

3. As a result of an order from the Discipline Committee of the College, the Member's certificate of registration was suspended from approximately April 30 to October 30, 2019.
4. As a result of the suspension, the Member was not permitted to practise naturopathy, see or treat patients, act as naturopathic advisor and/or use the titles "Dr.", "Naturopath", or "Naturopathic Doctor" and/or the designation "ND" in Ontario.

LinkedIn Page

5. It is alleged that as of July 15, 2019 the Member's LinkedIn page identified the Member as a "Naturopathic Doctor" and used the Dr. title.

August 16, 2019 Webinar

6. It is alleged that on August 16, 2019 the Member presented in an ASL webinar (the "First Webinar") and was identified as "Dr. Elvis Ali, ND, BSc. RNCP, FIACA, Dipl. Ac."
7. It is also alleged that during the First Webinar, the Member advertised his email address that included the term "doctor".
8. It is also alleged that as of the date of the First Webinar, the Member was practising the profession as during the First Webinar, the Member spoke of his "patients", that he "was in" private practice, responded to clinical questions, and/or provided recommended doses of ASL products for certain symptoms.

FaceBook Post

9. It is alleged that an August 28, 2019 ASL FaceBook post stated "just last week [the Member] helped a practitioner by putting together a protocol for her client that is suffering from Crohn's disease.... Do you have a client you'd like to review a protocol with? Reach out to us and we'll get you in touch with Dr. Elvis for support."

September 20, 2019 Webinar

10. It is alleged that on September 20, 2019 the Member presented in an ASL webinar (the “Second Webinar”) and was identified as “Dr. Elvis Ali, ND, BSc. RNCP, FIACA, Dipl. Ac.”
11. It is also alleged that during the Second Webinar, the Member advertised his email address that included the term “doctor”
12. It is also alleged that as of the date of the Second Webinar, the Member was practising the profession as during the Second Webinar, the Member spoke about what he recommends to a patient in his practice, spoke of himself as a “health care practitioner”, and/or recommended ASL products for symptoms.

Allegations of Professional Misconduct

13. It is alleged that the above conduct constitutes professional misconduct pursuant to section 51(1)(c) of the *Health Professions Procedural Code*, being Schedule 2 to the *Regulated Health Professions Act, 1991* (the “Code”) as set out in one or more of the following paragraphs of section 1 of Ontario Regulation 17/14 made under the *Naturopathy Act, 2007*:
 - a. **Paragraph 27** - Permitting the advertising of the member or his or her practice in a manner that is false or misleading or that includes statements that are not factual and verifiable;
 - b. **Paragraph 36** - Contravening, by act or omission, a provision of the Act, the *Regulated Health Professions Act, 1991* or the regulations under either of those Acts including but not limited to:
 - i. Section 8 of the *Naturopathy Act, 2007*; and/or
 - ii. Section 33 of the *Regulated Health Professions Act, 1991*;
 - c. **Paragraph 39** - Practising the profession while the member’s certificate of registration has been suspended;
 - d. **Paragraph 40** - Directly or indirectly benefiting from the practice of the profession while the member’s certificate of registration is suspended unless full disclosure is made by the member to the College of the nature of the benefit to be obtained and prior approval is obtained from the Executive Committee;
 - e. **Paragraph 41**- Failing to comply with an order of a panel of the College;
 - f. **Paragraph 46**- Engaging in conduct or performing an act relevant to the practice of the profession that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable or unprofessional); and/or
 - g. **Paragraph 47** - Engaging in conduct that would reasonably be regarded by members as conduct unbecoming a member of the profession.

Undertaking

14. On or about January 31, 2013 the Member signed an undertaking with the BDDT-N to refrain from promoting products, including natural health products, including in the media and on websites.

Promoting Products

15. It is alleged that as of March 2016, the Member promoted ASL products on the ASL FaceBook page.
16. It is alleged that the Member promoted ASL products during the First and/or Second Webinars.
17. It is alleged that on or about August 29, 2019 an undercover investigator contacted the Member and asked him to recommend products to aid digestion. It is alleged that the Member recommended ASL products to the investigator.

Allegations of Professional Misconduct

18. It is alleged that the above conduct constitutes professional misconduct pursuant to section 51(1)(c) of the Code as set out in one or more of the following paragraphs of section 1 of Ontario Regulation 17/14 made under the *Naturopathy Act, 2007*:
- a. **Paragraph 1-** Contravening, by act or omission, a standard of practice of the profession or failing to maintain the standard of practice of the profession, including but not limited to:
 - i. Conflict of Interest Standard;
 - b. **Paragraph 17** - Acting in a conflict of interest when acting in a professional capacity;
 - c. **Paragraph 43** - Failing to carry out or abide by an undertaking given to the College or breaching an agreement with the College;
 - d. **Paragraph 46-** Engaging in conduct or performing an act relevant to the practice of the profession that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable or unprofessional); and/or
 - e. **Paragraph 47** - Engaging in conduct that would reasonably be regarded by members as conduct unbecoming a member of the profession.

APPENDIX

1. The documents to be tendered in evidence at the hearing have been sent with this Notice of Hearing.
2. The *Rules of Procedure of the Discipline Committee* have been sent with this Notice of Hearing.
3. Take notice that the documents that have been and may later be disclosed to you will be tendered as business documents pursuant to the *Evidence Act* of Ontario.
4. All documents that are disclosed to you in this matter are disclosed on the basis that they are to be used solely for the purpose of this proceeding and for no other purpose.

COLLEGE OF NATUROPATHS OF ONTARIO

- and -

ELVIS ALI

DISCIPLINE COMMITTEE
OF THE COLLEGE OF
NATUROPATHS OF ONTARIO

NOTICE OF HEARING

STEINECKE MACIURA LEBLANC

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P.O. Box 23
Toronto, ON M5H 2Y4

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Naturopaths of Ontario

**DISCIPLINE COMMITTEE OF
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B E T W E E N:

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ELVIS ALI

AGREED STATEMENT OF FACTS

The parties hereby agree that the following facts may be accepted as true by the Discipline Committee of the College of Naturopaths of Ontario (the “College”):

The Member

1. Dr. Elvis Azad Ali, ND (Inactive) (the “Member”) became a registrant of the Board of Directors of Drugless Therapy-Naturopathy (BDDT-N) in 1987. The Member became a General Class member of the College of Naturopaths of Ontario (the “College”) on July 1, 2015. The Member transferred to the Inactive Class on November 4, 2019. A copy of the Member’s Profile from the College’s Public Register is attached at **Tab “A”**.
2. At all relevant times, the Member had a financial, employment, business and/or contractual relationship with Alpha Science Laboratories (“ASL”) and was/is their Clinic and Educational Advisor.
3. The Member readily responded during the investigation and made efforts to enter into this agreement early in the process. This avoided further costs on the part of the College.

Breach of Discipline Committee Order

4. As a result of an order from the Discipline Committee of the College, the Member's certificate of registration was suspended from April 30 to October 30, 2019. Attached at **Tab "B"** is a copy of the decision and reasons.
5. As a result of the suspension, the Member was not permitted to practise naturopathy, see or treat patients, act as naturopathic advisor and/or use the titles "Dr.", "Naturopath", or "Naturopathic Doctor" and/or the designation "ND" in Ontario.
6. The Member was advised by the College, in a letter dated May 6, 2019, that during the suspension he was not permitted to practise naturopathy, see or treat patients, act as naturopathic advisor and/or use the titles "Dr.", "Naturopath", or "Naturopathic Doctor" and/or the designation "ND" in Ontario. A copy of this letter is attached at **Tab "C"**.
7. If the Member were to testify, he would advise the Panel that he did receive the above noted letter but did not read the complete letter. He would testify that he did not fully appreciate the restrictions as described above in paragraph 6.

LinkedIn Page

8. It is agreed that on July 15, 2019 the College identified the Member's LinkedIn page as identifying the Member as a "Naturopathic Doctor" and using the Dr. title. Attached at **Tab "D"** is a copy of the Member's LinkedIn page.

August 16, 2019 Webinar

9. It is agreed that on August 16, 2019 the Member presented in an ASL webinar called "Supporting Gastrointestinal Health" (the "First Webinar") and was identified as "Dr. Elvis Ali, ND, BSc. RNCP, FIACA, Dipl. Ac."
10. If the Member were to testify, he would advise the Panel that the First Webinar was provided to naturopaths only and was not open to the public.
11. It is also agreed that during the First Webinar, the Member advertised his email address that included the term "doctor".

12. During the First Webinar, the Member stated he “was” in private practice for several decades. He provided his recommended dose of Litis dependent on certain symptoms. The Member spoke of what he tells his “patients.” He responded to certain clinical questions, provided recommendations and referred to his “patients.” He was asked what he would recommend for pregnant women. He recommended the ASL Vitamin B. He was asked to provide a recommendation for post-shingle pain. He recommended “our lung cleanse”. In response to another question, he said he “tells his patients” to buy an aloe vera plant. A copy of the First Webinar materials is attached at **Tab “E”**.

13. It is agreed that in light of the information the Member relayed during the First Webinar, his use of protected titles, and his failure to indicate that he was suspended, the Member was practising the profession during the First Webinar.

FaceBook Post

14. It is agreed that an August 28, 2019 ASL FaceBook post stated “just last week [the Member] helped a practitioner by putting together a protocol for her client that is suffering from Crohn’s disease.... Do you have a client you’d like to review a protocol with? Reach out to us and we’ll get you in touch with Dr. Elvis for support.” A copy of the Facebook post is attached at **Tab “F”**.

September 20, 2019 Webinar

15. It is agreed that on September 20, 2019 the Member presented in an ASL webinar called “Health Benefits of Phytosterols” (the “Second Webinar”) and was identified as “Dr. Elvis Ali, ND, BSc. RNCP, FIACA, Dipl. Ac.”

16. If the Member were to testify, he would advise the Panel that the Second Webinar was provided to naturopaths only and was not open to the public.

17. It is also agreed that during the Second Webinar, the Member advertised his email address that included the term “doctor”.

18. During the Second Webinar, the Member stated he “has been” in private practice for

several decades. During the Question and Answer session, the Member stated “as a health care practitioner, for naturopathic doctors, we do conform with something outside the scope from what we call the monographs...” He then suggested that if you are a health care practitioner and can monitor the patient, you can double the recommended dosage. The Member also said that Echinacea works as a “miracle” for viral infections. He then states that if a patient takes antibiotics for bacterial infections, they should take “our” products. The Member talked about what he recommends for patients in his practice and especially what he recommends for athletes. A copy of materials from the Second Webinar is attached at **Tab “G”**.

19. It is agreed that in light of the information the Member relayed during the Second Webinar, his use of protected titles, and his failure to indicate that he was suspended, the Member was practising the profession during the Second Webinar.

Undercover Investigator

20. On August 30, 2019 an undercover investigator of the College (using an alias) reached out to the Member to inquire if he was accepting new patients. The Member responded and said “I am not taking on new patients” and provided the undercover investigator with the number of another naturopath.

Allegations of Professional Misconduct

21. It is agreed that the above conduct constitutes professional misconduct pursuant to section 51(1)(c) of the *Health Professions Procedural Code*, being Schedule 2 to the *Regulated Health Professions Act, 1991* (the “Code”) as set out the following paragraphs of section 1 of Ontario Regulation 17/14 made under the *Naturopathy Act, 2007*:

- a. **Paragraph 27** - Permitting the advertising of the member or his or her practice in a manner that is false or misleading or that includes statements that are not factual and verifiable;
- b. **Paragraph 36** - Contravening, by act or omission, a provision of the Act, the

- Regulated Health Professions Act, 1991* or the regulations under either of those Acts including but not limited to:
- i. Section 8 of the *Naturopathy Act, 2007*; and
 - ii. Section 33 of the *Regulated Health Professions Act, 1991*;
- c. **Paragraph 39** - Practising the profession while the member's certificate of registration has been suspended;
- d. **Paragraph 40** - Directly or indirectly benefiting from the practice of the profession while the member's certificate of registration is suspended unless full disclosure is made by the member to the College of the nature of the benefit to be obtained and prior approval is obtained from the Executive Committee;
- e. **Paragraph 41** - Failing to comply with an order of a panel of the College;
- f. **Paragraph 46** - Engaging in conduct or performing an act relevant to the practice of the profession that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable or unprofessional); and
- g. **Paragraph 47** - Engaging in conduct that would reasonably be regarded by members as conduct unbecoming a member of the profession.

Undertaking

22. On or about January 31, 2013 the Member signed an undertaking with the BDDT-N to refrain from promoting products, including natural health products, including in the media and on websites. A copy of the Undertaking is attached at **Tab "H"**.
23. The Undertaking referred to in paragraph 16 remains in force with the College as per section 13(3) of the *Naturopathy Act, 2007*, which states, "A person who was registered to practise under the *Drugless Practitioners Act* by The Board of Directors

of Drugless Therapy immediately before section 6 came into force shall be deemed to be a holder of a certificate of registration issued under this Act, subject to any term, condition, limitation, suspension or cancellation to which the person's certificate of registration was subject."

Promoting Products

24. It is agreed that as of March 2016, the ASL FaceBook page indicated that the Member recommended ASL products. A copy of the Facebook posts are attached at **Tab "I"**.

25. If the Member were to testify he would advise the Panel that he had no knowledge of the post as described in paragraph 24 and that this was created by ASL without his knowledge. However, the Member concedes that he is responsible for all professional advertisements whether or not the advertisement is created by him.

26. It is agreed that the Member promoted ASL products during the First and Second Webinars. A copy of the materials is attached at **Tabs "E" and "G"**.

27. It is agreed that on or about August 29, 2019 the undercover investigator contacted the Member and asked him to recommend products to aid digestion. It is agreed that the Member recommended ASL products to the investigator. A copy of the correspondence is attached at **Tab "J"**.

Allegations of Professional Misconduct

28. It is agreed that the above conduct constitutes professional misconduct pursuant to section 51(1)(c) of the Code as set out in the following paragraphs of section 1 of Ontario Regulation 17/14 made under the *Naturopathy Act, 2007*:

a. **Paragraph 1** - Contravening, by act or omission, a standard of practice of the profession or failing to maintain the standard of practice of the profession, including but not limited to:

i. Conflict of Interest Standard and Guideline; (A copy of the standard

and Guideline are attached at **Tab “K”**);

ii. Advertising Standard; (A copy of the standard is attached at **Tab “L”**);

- b. **Paragraph 17** - Acting in a conflict of interest when acting in a professional capacity;
- c. **Paragraph 43** - Failing to carry out or abide by an undertaking given to the College or breaching an agreement with the College;
- d. **Paragraph 46** - Engaging in conduct or performing an act relevant to the practice of the profession that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable or unprofessional); and
- e. **Paragraph 47** - Engaging in conduct that would reasonably be regarded by members as conduct unbecoming a member of the profession.

Acknowledgement

29. By this document, the Member states that:

- a. He understands fully the nature of the allegations made against him;
- b. He has no questions with respect to the allegations against him;
- c. He admits to the truth of the facts contained in this Agreed Statement of Facts and Admission of Professional Misconduct and that the admitted facts constitute professional misconduct;
- d. He understands that by signing this document he is consenting to the evidence as set out in the Agreed Statement of Facts and Admission of Professional Misconduct being presented to the Discipline Committee;
- e. He understands that by admitting the allegations, he is waiving his right to require the College to prove the allegations against him at a contested hearing;

- f. He understands that the decision of the Committee and a summary of its reasons, including reference to his name, will be published in the College's annual report and any other publication or website of the College;
- g. He understands that any agreement between him and the College with respect to the penalty proposed does not bind the Discipline Committee; and
- h. He understands and acknowledges that he is executing this document voluntarily, unequivocally, free of duress, free of bribe, and that he has been advised of his right to seek legal advice.

In light of the Agreed Facts and Admission of Professional Misconduct, the College and the Member submit that the Discipline Committee should find that the Member has committed professional misconduct.

All of which is respectfully submitted.

Signed this 10 day of June, 2020



Dr. ELVIS ALI, ND (Inactive)
Member

Signed this 10th day of June, 2020



Andrew Parr, CAE
Registrar & CEO
College of Naturopaths of Ontario

DISCIPLINE COMMITTEE OF THE
COLLEGE OF NATUROPATHS
OF ONTARIO

AGREED STATEMENT OF FACTS

STEINECKE MACIURA LEBLANC

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401 Bay Street

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Lawyers for the College of Naturopaths
of Ontario



The College of Naturopaths of Ontario

Guidelines

Conflict of Interest

Introduction

Naturopathic Doctors (NDs), like many health professionals, are in a unique relationship of trust with their patients and thus have a duty to act in the best interests of their patients who rely on them. NDs have access to personal and sensitive information and often work with people who may be vulnerable in various ways and as such have a professional responsibility to uphold the values of respect and trust. When an ND acts in a conflict of interest, these key values and confidence in the health care system are compromised. This guideline outlines situations that may constitute a conflict of interest and provides direction for members in dealing with these situations. It is important to note that it is professional misconduct to act in a professional capacity while in an unmanaged conflict of interest.

As a ND, you must protect the trust relationship between yourself and your patients. Do not place yourself in a position where a patient, or other person, might reasonably conclude that your professional expertise or judgment may be influenced by your personal interest, or that your personal interest may conflict with your duty to act in the best interests of your patients.

What is a Conflict of Interest?

A conflict of interest is created when a Naturopathic Doctor is in a position where a reasonable person could conclude that their professional judgment may be compromised or impaired. NDs must ensure that their professional judgment is not influenced by, and does not appear to be influenced by, any financial or other personal considerations. NDs should not be seen, or perceived, to give preferential treatment to any person or organization.

A conflict of interest may be direct or indirect, and may exist where a ND engages in any private or personal business, undertaking or other activity or has a relationship in which,

- the ND's private or personal interest directly or indirectly conflicts, may conflict or may reasonably be perceived to conflict, with his or her duties or responsibilities as a health care professional, or
- the ND's private or personal interest directly or indirectly influences or may reasonably be perceived as influencing, the exercise of the member's professional duties or responsibilities.

A direct conflict of interest is one in which the personal interests of the ND are involved. An indirect conflict of interest is one in which the personal interests of someone connected to the ND, such as a relative, friend or business associate, are involved.

A conflict of interest is often viewed in terms of monetary benefits. However, it may also be a result of non-monetary considerations such as boundary-crossing, such that the ND is meeting their own needs in the relationship to the detriment of the patient.

A conflict of interest may be actual, perceived or potential.

A real (actual) conflict of interest exists when a ND has a private or personal interest of which he or she is aware, that is connected with their professional responsibilities and would reasonably influence the ability to objectively carry out their duties. An actual conflict of interest exists whether or not the ND is subjectively influenced by the private interest and regardless of whether they obtain personal benefit.

An apparent (perceived) conflict of interest is where a neutral and informed person would reasonably conclude that the ND has been improperly influenced in how they carry out their duties, even if that is not actually the case.

A potential conflict of interest is where a neutral and informed person, would reasonably conclude that the ND may fail to fulfill their professional obligation to act in the best interest of the patient due to outside influences.

A conflict of interest, whether it is actual, perceived or potential, needs to be addressed and managed.

What is a Benefit?

Conflicts of Interest are often described as involving the receipt of a benefit that may conflict with one's duty to a patient. A benefit may be described as a financial or non-financial consideration to a Naturopathic Doctor that might reasonably conflict or appear to conflict with one's duty to a patient. Conflict of Interest concerns arise even where the benefit is conferred upon a person related to the ND or a company, corporation, business partnership or entity that is owned or controlled wholly, substantially or actually, directly or indirectly by the ND or a person related to the ND. Non-financial benefits may include personal gain or advantage; for example, in a research project a benefit that may influence treatment decisions or clinical activities.

Types of Conflict of Interest Situations

Naturopathic Doctors should address all conflicts of interest, whether actual or perceived. The following are common types of conflicts of interest that may arise in naturopathic practice.

1. Personal Benefit

A conflict of interest may exist when there is a receipt of a benefit that conflicts with an ND's responsibilities to a patient, or that may improperly influence the ND's ability to act in the best interest of the patient. Such a benefit may lead to an ND or a closely related person or corporation gaining materially, financially, professionally or personally. Professional judgment and practices are expected to be rendered in an objective and transparent manner without consideration of personal, financial or material gain.

2. Dual Relationships

A conflict of interest may exist when there is a dual relationship between a ND and a patient.

A dual relationship exists when a ND serves in the capacity of both ND and at least one other relationship with the same patient. The second relationship could be personal, social, financial or professional and may be concurrent or subsequent to the therapeutic relationship.

Examples of dual relationships include, but are not limited to, a patient who is also:

- an employer or employee of the ND;
- a teacher or student of the ND;
- a relative of the ND, either by blood, marriage or adoption;

- a person with whom the ND has, or has had, a significant personal relationship.

NDs should carefully consider whether it is appropriate to provide care where such a relationship exists.

NDs should not provide non-emergency care to a person with whom they are having, or have had, a sexual relationship.

3. Self-Referrals

A self-referral occurs when an ND working in one professional setting refers patients to him/herself in another professional setting in which the ND has an interest or gains any benefit. For example, a ND working in a gym as a personal trainer refers a patient to a clinic in which they have a financial interest instead of a colleague's clinic where they do not have a personal interest. Or where a Member is dual registered as both a naturopath and chiropractor and refers the patient to themselves in their other capacity in order to maximize the amount of insurance benefits they can get.

4. Paying for Referrals

A conflict of interest exists when a ND or anyone connected to them, either professionally or personally:

- offers, requests or accepts any benefit to or from any person for a referral; or
- permits the offering, requesting or accepting of any benefit to or from any person for a referral.

5. Inducements

A conflict of interest exists when a ND is offered or offers incentives to encourage business transactions. As a health care practitioner it is the duty of the ND to place the interest of the patient above personal financial gain.

To Patients

A conflict of interest exists when a patient is influenced by gifts or other inducements. Patients should be free to choose their ND based on relevant criteria such as reputation, skill, location or practice style. A nominal gift to a patient (e.g. a tablet dispenser or calendar) would generally be considered acceptable. However providing substantive inducements (e.g. free trip) for a patient to see the ND may create a conflict of interest.

By Suppliers

A conflict of interest exists when a ND is influenced by a significant inducement from a supplier. NDs should choose their suppliers of products, materials, service and equipment based on relevant criteria such as product formulation, quality and accessibility. A volume discount that is passed on to the patient, or a nominal gift given occasionally, may be considered acceptable.

6. Below Market Transactions

A conflict of interest may exist when a ND is offered below market rent or lease arrangements because there may be an implicit or explicit expectation of referrals to other tenants/occupants. For example, NDs renting space from a pharmacy or health food store owner at a lower than market cost may be expected to routinely refer patients for products, which would constitute a conflict of interest.

7. Fee Splitting

A conflict of interest exists when fee splitting arrangements require a ND to relinquish control over clinical and professional matters including the billing and scheduling of patients. This may not be in the best interest of the patient. It is acceptable for the clinic to administer the billing and scheduling in a fee splitting arrangement as long as the ND sets the billing and scheduling rules and monitors compliance with those rules.

8. Endorsements

A conflict of interest exists when an endorsement to the public results in a personal or financial benefit to the ND either directly or indirectly. Endorsements could mislead the public and compromise trust.

NDs may be employed by a manufacturer or supplier of natural health products or other service company for professional services or research and development under the following circumstances:

- payment for these services is on a salary or fee for service basis;
- the NDs name or identity is not used in advertising materials for the company.

Endorsements through the Media

A conflict of interest exists when a ND participates in advertising campaigns (e.g. television, radio, print or internet) where the ND endorses any product or services other than his or her own practice using their professional status to influence the public to purchase products or services.

Multi-level Marketing

A conflict of interest exists when a ND or anyone connected to them, either professionally or personally, solicits, allows the solicitation of, or involves patients in selling multi-level marketing products or devices for the direct or indirect benefit of the ND.

9. Sales

Working in Retail Sales

A conflict of interest may exist when a ND works in a retail setting related to health care.

When a ND offers advice related to the health care of an individual, including advice about supplements or health care products, this is always done in his/her capacity as a ND. Professional standards require that before any health care advice or service is offered, informed consent is obtained, there is an appropriate assessment, the recommendations are tailored to the individual patient and proper records are kept.

Working as a Commercial Sales Representative

It is acceptable for a Member to sell products and or services related to the practice of naturopathic medicine for a commercial company provided the sales are made to other health care professionals or retailers and not directly to the public.

10. Prescribing and Dispensing

A potential conflict of interest exists when a ND sells a scheduled drug that they also prescribed to a patient.

NDs are required to inform patients that they are not obligated to purchase products or drugs from the ND or any related source. Further, the ND should assure patients that a decision to purchase products or drugs elsewhere will not impact the patient's relationship with the ND.

When May I Provide Services if I am in a Conflict of Interest?

In some situations a Naturopathic Doctor should not provide a service to the patient at all (e.g. a patient who severely injured a ND's family member in a drunk driving accident). In other cases the patient may be in such a vulnerable or dependent position that disclosure of the conflict is an inadequate safeguard (e.g. a dependent family member). NDs should rely on their knowledge, skill and judgment to determine if a conflict of interest exists and should refer the patient where the conflict cannot be adequately managed. In some circumstances services can be provided by the ND with appropriate safeguards. In the event that a ND has a conflict of interest regarding a product or service, they should, at a minimum:

- disclose to the patient, prior to providing services or products, that they have a conflict of interest and the nature of the interest or benefit;
- inform the patient the option of selecting an alternate service provider or product (and, where one exists, provide the name of at least one comparable service provider or product);
- assure the patient that the services, products or care provided will not adversely be affected by the patient's selection of an alternate product or provider; and
- permit the patient to select which service provider or products he or she wants.

As with any interactions with patients, it is important to document all interactions with respect to conflict of interest.

Addressing Conflict of Interest Situations

The best approach to addressing conflict of interest situations is to avoid the conflict or refer the patient to another Naturopathic Doctor.

Once a ND becomes aware of a conflict of interest, and avoidance is not an option, the DORM principle may help in addressing the conflict.

The DORM (Disclosure, Options, Reassurance, Modification) principle

1. **Disclose** the benefit to the patient (e.g., "For every one of these products I sell, the company will enter me into a draw to win a free trip")
2. Provide **Options** to the patient (e.g., "you can purchase this product at other location including x and y");
3. **Reassure** the patient that their decision will not affect their relationship with you (e.g., a decision to buy this product elsewhere will not impact on our therapeutic relationship");
4. **Modify** the benefit to you (e.g., "a comparable product I can recommend where I would not receive a benefit is x").

Sometimes the first three elements are enough to address the conflict of interest. In addition there are some occasions where the DORM principle is insufficient (e.g., it is always unacceptable to confer a substantial benefit for referrals of patients).

Any reasonable appearance of conflict of interest, even if a conflict does not actually exist, needs to be addressed. For example, if the ND recommends a dietary supplement sold at his/her brother's store without being influenced by the financial benefit the brother will receive, a neutral observer may reasonably question the ND's motivation.

Scenarios

The following scenarios illustrate some common conflict of interest situations that NDs may encounter. These scenarios are intended to provoke introspection and discussion among peers.

1. Liza, ND, orders a significant volume of supplements on an annual basis. After reviewing three different suppliers X, Y and Z, who all make comparable supplements, she decided that supplier Z has the best quality and most effective supplements for treating her patients. After making her decision based on the needs of her patients, she learns that supplier Y will provide Liza with a 52" TV if she buys from him. Clearly if Liza chooses supplier Y on this basis, her professional judgment has been clouded by such an inducement. She chooses supplier Z and avoids the conflict of interest.
2. John owns a building and the health food store within it. He agrees to lease an office on the first floor to his sister Adele, ND. The terms of the lease are such that Adele is paying much less than market value for the premises. While nothing was said explicitly, the implication is that the lower rent is in exchange for sending patients to purchase products at the health food store. This situation may cause Adele to feel pressure to refer patients to a family member's business. Adele could resolve this conflict by paying market rent, disclosing to patients that her brother owns the store, and by providing other options for where patients can purchase products. Adele should also reassure patients that purchasing products elsewhere will not affect their therapeutic relationship.
3. Joelle is a member of another regulatory College who hires Jackie, a newly registered ND, to join her practice. Joelle stipulates that Jackie, ND should charge patients \$150 per visit regardless of the duration and pay Joelle 40%. Joelle also insists that Jackie recommend supplement X for every patient regardless of patient needs, health status or Jackie's professional opinion. Jackie should not agree to this arrangement. It is not in the best interest of the patient because Jackie has given up autonomy over professional matters including billing and prescribing.

4. John, ND, is working as a consultant for a natural health product company. For the launch of a new antioxidant product, the marketing department wants John to represent the company on TV, radio, internet clips, and various print media as their “expert” with 15 years naturopathic practice experience. In the advertisements, John is to help convey the antioxidant health claims to the public. John is also scheduled to consult with live TV and radio show participants on how to best use the new product. John will be paid a fee for each of these appearances as well as 5% of the increase in product sales. John should not agree to this arrangement. He would be using his professional status to publicly endorse a product; receiving commission for the sale of the product; and making recommendations without having done a proper assessment.
5. Nancy, ND, is seeking part-time work at a nearby health food store. When reviewing the contract, she notices that the health food store will promote Nancy by saying “The Naturopathic Doctor is in”. She will be expected to answer natural health product related questions for customers. Her income is based on a salary plus 5% of the sale of seasonal products such as Echinacea for cold/flu season. Nancy should not agree to this arrangement as it is inappropriate for NDs to provide health care advice in a retail setting.
6. Sofia, ND has a new patient, George, who has been previously diagnosed with type II diabetes. He is looking for help to manage his weight and has been to a number of other healthcare professionals with limited success. During the initial assessment, Sofia discovers that George’s lifestyle and habits are contributing to his health problems, but he is adamant that he will not make changes to his lifestyle and wants her to find an alternative course of treatment. Sofia knows that recommending to George that he modify his diet and exercise is in his best interest, and that other treatments will not be effective if he does not make these changes first, but she is concerned that he will be upset and that she will lose him as a patient. Sofia does not want to lose the income that George will provide from future visits and is unsure what to do. Sofia should recommend that George modify his diet and exercise, as this is what is best for his health and wellbeing. Not recommending the course of action that is in the patient’s best interest, out of fear that he/she will be upset and not come back is professional misconduct. Sofia needs to consider whether her decision is being motivated by the money or the health and safety of the patient.
7. David, ND’s father was recently diagnosed with diabetes. David’s father wants his son to teach him how to manage his diabetes. After all, he is his son and he’s very proud of him. David feels pretty confident that he can teach his father how to manage his diabetes. However, since he is still his son David is not sure that his dad will take all of his advice as seriously as he does from his family doctor. David should recommend that his father seek the professional advice of another ND or regulated health professional. Dual relationships with family members can interfere with the treatment process due to the emotional closeness and relationship histories of the family members. That emotional bond may easily compromise the NDs ability to provide honest, objective information. It can also compromise the family member’s ability to question the ND’s suggestions or to provide an informed consent.
8. Cathy, ND is dual registered as both a Naturopath and a Chiropractor. Fred who is a new patient comes to see Cathy for help sleeping. Fred has extended health insurance coverage through his employer up to a maximum of \$1000. When the insurance benefits for naturopathy runs out, Cathy refers Fred to herself in her capacity as a chiropractor as they will then be able to use the insurance benefits allocated for chiropractic. A member who is dual registered may refer a patient to themselves in their other capacity when clinically indicated and in the best interest of the patient. However this situation highlights a scenario where the referral was not clinically indicated but rather financially motivated.

Suggested Reading

Professional Misconduct Regulation
Standard of Practice for Conflict of Interest

Approval

Original Approval Date: January 14, 2014

Latest Amendment Date: March 6, 2019

**DISCIPLINE COMMITTEE OF
THE COLLEGE OF NATUROPATHS OF ONTARIO**

B E T W E E N:

COLLEGE OF NATUROPATHS OF ONTARIO

- and -

ELVIS ALI

JOINT SUBMISSION AS TO PENALTY AND COSTS

The College of Naturopaths of Ontario and Dr. Elvis Ali, ND (Inactive) (the “Member”) agree and jointly submit that the Discipline Committee make an order:

1. Requiring the Member to appear before the panel to be reprimanded immediately following the hearing of this matter.
2. Directing the Registrar to suspend the Member’s certificate of registration for a period of four months, on a schedule to be set by the Registrar.
3. Directing the Registrar to impose the following specified terms, conditions and limitations on the Member’s certificate of registration:
 - a. Requiring that the Member successfully complete, and at his own expense, the ProBe course in ethics and boundaries, by December 31, 2020;
 - b. Requiring that the Member successfully complete, to the satisfaction of the Registrar and at his own expense, the College’s Jurisprudence course, by August 31, 2020;

- c. Requiring the Member to write an essay between a 500-1000 words, that is deemed acceptable by the Registrar, and provide it to the Registrar, no later than January 29, 2021, to be published by the College at the discretion of and in a format determined by the Registrar, on the following issues:
- i. The lessons he learned in completing the ProBe course;
 - ii. The lessons he learned in completing the Jurisprudence course;
and
 - iii. The importance of adhering to College's standards and orders of committees of the College.
4. The Member shall pay a fine in the amount of \$350 to be paid to the Minister of Finance within 30 days of the date of this Order.
5. The Member shall pay the College's costs fixed in the amount of \$6,400 payable on a schedule determined by the Registrar.
6. The Member acknowledges that this Joint Submission as to Penalty and Costs is not binding upon the Discipline Committee.
7. The Member acknowledges and understands and acknowledges that he is executing this document voluntarily, unequivocally, free of duress, free of bribe, and that he has been advised of his right to seek legal advice.

All of which is respectfully submitted,

Signed this 10th day of June, 2020



Dr. Elvis Ali, ND (Inactive)
Member

Signed this 10th day of June, 2020



Andrew Parr, CAE
Registrar, College of Naturopaths of
Ontario

DISCIPLINE COMMITTEE OF THE
COLLEGE OF NATUROPATHS
OF ONTARIO

**JOINT SUBMISSION AS TO PENALTY
AND COSTS**

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