



Dr. Ali Cadili

Charges

Date Charge(s) Laid:	June 22, 2019
Penalty Hearing:	June 17, 2022
Charge(s):	Unprofessional Conduct
Outcome Date:	June 17, 2022

The Council of the College of Physicians and Surgeons directs that, pursuant to section 47.5 of **The Medical Profession Act, 1981**, the Discipline Committee hear the following charges against Dr. Ali Cadili, namely:

Charge 1

You Dr. Ali Cadili are guilty of unbecoming, improper, unprofessional, or discreditable conduct contrary to the provisions of section 46(o) and/or section 46(p) of **The Medical Profession Act, 1981** S.S. 1980-81 c. M-10.1 and/or bylaw 7.1 (c) and/or bylaw 7.1 (g) paragraphs 21 and/or 22 and/or bylaw 27.1(d) and/or bylaw 28.1(a)(i)(ii)(iv)(vii) and/or (viii) of the bylaws of the College of Physicians and Surgeons of Saskatchewan.

The evidence that will be led in support of this charge will include some or all of the following:

You Dr. Ali Cadili are guilty of unbecoming, improper, unprofessional, or discreditable conduct contrary to the provisions of section 46(o) and/or section 46(p) of **The Medical Profession Act, 1981** S.S. 1980-81 c. M-10.1 and/or bylaw 7.1 (c) and/or bylaw 7.1 (g) paragraphs 7, 45, and 50 and/or bylaw 27.1(d) and/or bylaw 28.1(a)(i)(ii)(iv)(vii) and/or (viii) of the bylaws of the College of Physicians and Surgeons of Saskatchewan.

The evidence that will be led in support of this charge will include some or all of the following:

- 1) Although the Clear Health Inn was not part of your medical practice, you had an ownership interest in the business and/or advertised as Medical Consultant for the business. The Clear Health Inn provided non-medical supplementary health services and was located in Regina, Saskatchewan.
- 2) You caused or permitted advertising on behalf of Clear Health Inn which was inaccurate and/or misleading and/or did not comply with the bylaws of the College of Physicians and Surgeons of Saskatchewan.

- 3) You failed to ensure that the advertising done by Clear Health Inn complied with the bylaws of the College of Physicians and Surgeons of Saskatchewan.
- 4) The website of Clear Health Inn included a number of statements including:
 - a. That it was a “Premier Cancer Care Program”, “Canada’s most unique place of Healing and Wellness”, and “Canada’s premier Alternative Cancer Treatment and Supplementary Health Treatment center.”
 - b. “Our alternative cancer treatments are carefully researched and have a sound scientific basis for stimulating healing while minimizing harm.”
 - c. “Your Cancer Care Program is individualized to fit your specific type of cancer, its extent, and the status of your body’s health at the time of assessment.”
 - d. “Our Cancer Care Program works because it’s tailored specifically to you and your individual health needs.”
 - e. One of the goals of the Cancer Care Program was to “Fight off the cancer.”
 - f. There would be a preliminary phone consultation: “At this time we can get to know you and gain an understanding of your situation and needs in order to set up a successful and comprehensive medical assessment required to complete your individualized cancer care program.”
 - g. “Our carefully researched and scientifically backed alternative cancer treatments will improve your mental and physical health.”
 - h. “Treatment regimen is overseen by licensed medical specialist physicians not naturopathic doctors. A solid understanding and expertise in traditional medical therapy for cancer through practice and first hand experience is invaluable in shaping and administering a successful supplementary health program.”
 - i. Under ‘How do I enrol in the Cancer Care program’: “After your complete medical history is assessed, you will be scheduled for a one on one consultation with a qualified medical doctor for an individualized session. During this consultation, your complete medical history including all recent lab tests, pathology and imaging reports, and/or operative reports will be carefully reviewed. The options will be discussed and an individualized program will be crafted depending on your current state of health, disease status, treatments received to date, and outlook. All assessments are free of charge.”
 - j. The Website of the Clear Health Inn with respect to hyperbaric oxygen therapy: “What happens to the body when it is immersed in oxygen under pressure as in an HBO chamber?”
 - k. The website of Clear Health Inn stated with respect to the use of hyperbaric oxygen therapy for autism: “Inside the chamber, the person with Autism will inhale 100 percent pure oxygen to enhance the body’s natural healing tendencies.”
 - l. The website of Clear Health Inn included client testimonials which disclosed the names of clients.

- 5) One or more of the statements outlined in paragraph 4 above misrepresented facts, were misleading and/or false, and/or potentially created an unjustified expectation as to likely results of the services.

Charge 2

You Dr. Ali Cadili are guilty of unbecoming, improper, unprofessional, or discreditable conduct contrary to the provisions of section 46(o) and/or section 46(p) of **The Medical Profession Act, 1981** S.S. 1980-81 c. M-10.1 and/or bylaw 7.1 (c) and/or bylaw 7.1(g) paragraphs 7, 45 and/or 50 and/or bylaw 27.1(d) and/or bylaw 28.1(a)(i)(ii)(iv)(vii) and/or (viii) of the bylaws of the College of Physicians and Surgeons of Saskatchewan.

The evidence that will be led in support of this charge will include some or all of the following:

- 1) Although the Clear Health Inn was not part of your medical practice, you had an ownership interest in the business and/or advertised as Medical Consultant for the business. The Clear Health Inn provided non-medical supplementary health services and was located in Regina, Saskatchewan.
- 2) You caused or permitted Clear Health Inn to utilize remedies, treatments or devices which were not generally accepted as having therapeutic value by the medical community.
- 3) Clear Health Inn offered to provide services to the public including the following:
 - a) Infrared sauna
 - b) Salt chamber therapy
 - c) Hyperbaric oxygen chamber therapy
 - d) Light therapy
 - e) Detox Bath
 - f) Hyperthermia
 - g) Ionic footbath
 - h) Myopulse treatment
 - i) Cold laser therapy
 - j) IV Vitamin C
 - k) Aromatherapy
 - l) Sound therapy
- 4) You caused or permitted Clear Health Inn to advertise the involvement of a licensed medical physician in recommending the above-noted remedies, treatments and/or devices to prospective clients, including to people suffering from cancer.

- 5) You caused or permitted Clear Health Inn to offer and utilize the above-noted remedies, treatments and/or devices without clear warning that these supplementary services had not been shown to have therapeutic benefit, and there was no scientific basis to establish medical efficacy for those remedies, treatments and/or devices.
- 6) You failed to ensure compliance with the bylaws and/or standards of the College of Physicians and Surgeons of Saskatchewan.

Charge 3

You Dr. Ali Cadili are guilty of unbecoming, improper, unprofessional, or discreditable conduct contrary to the provisions of section 46(o) and/or section 46(p) of The Medical Profession Act, 1981 S.S. 1980-81 c. M-10.1 and/or bylaw 7.1 (c) and/or bylaw 7.1(g) paragraphs 7, 45, and/or 50, and/or bylaw 27.1(d) and/or bylaw 28.1(a)(i)(ii)(iv)(vii) and/or (viii) and/or bylaw 8.1(b)(iii) of the bylaws of the College of Physicians and Surgeons of Saskatchewan.

The evidence that will be led in support of this charge will include some or all of the following:

- 1) Clear Health Inn was in the business of providing nonmedical supplementary health services. The advertising on the website for Clear Health Inn was such that consumers could conclude the Clear Health Inn provided medical advice and treatment. The website identified you a medical consultant for the business.
- 2) Further, although offering nonmedical services to the public, the website advertising for the Clear Health Inn failed to inform consumers that the supplementary services had no established medical efficacy and/or the supplementary services had not been established to provide benefit in treating any disease.
- 3) You were contacted in March 2018 by a client hereinafter referred to in this charge as Client Number 1. Client Number 1 had been diagnosed with presumed pancreatic cancer, was seeking alternative cancer treatment (including at facilities in Mexico) and was considering the alternative cancer treatments advertised on the Clear Health Inn's website.
- 4) You responded by telephone to the initial inquiry and spoke to Client Number 1 about the supplementary services offered by Clear Health Inn, in March 2018.
- 5) The website of the CHI listed pancreatic cancer in its list of "the Most Common Cancers We Treat". Regardless of what you stated during the telephone conversation with Client Number 1, they believed that the supplementary health services offered at Clear Health Inn were for the treatment of her presumed pancreatic cancer. Client Number 1 enrolled at Clear Health Inn believing the treatments available at Clear Health Inn were cancer treatments that would improve her condition and prolong her life.
- 6) As a result of the telephone conversation and the website, Client Number 1 attended at Clear Health Inn believing she would receive medical treatment for her cancer. Client Number 1 terminated the contract with the Clear Health Inn after five days on the basis that she was not receiving any medical treatment.

- 7) The services provided to Client Number 1 at Clear Health Inn consisted of one or more of the following:
 - a. Infrared Sauna
 - b. Salt Chamber
 - c. Hyperbaric
 - d. Light therapy
 - e. Detox Bath
 - f. IV Vitamin C

- 8) The services provided to Client Number 1 were not generally accepted as having therapeutic value in the treatment of cancer.
- 9) Although the website stated there would be a “comprehensive medical assessment required to complete your individualized cancer care program,” you did not formally meet with Client Number 1 to provide a consultation or to discuss the risks and/or benefits of the recommended services.

- 10) When dealing with a vulnerable consumer seeking alternative medical therapy, a physician owning a business selling nonmedical supplementary services cannot obtain an informed acknowledgment and/or a waiver of the nonmedical nature of these service from a vulnerable consumer seeking alternative medical therapy.

- 11) In dealing with Client Number 1, although the information you conveyed may have been intended to explain the provision of nonmedical supplementary services, it was understood by Client Number 1 as having been an offer of alternative cancer treatment.

- 12) Regardless of your effort to explain that Clear Health Inn provided nonmedical services, and regardless of whether the business was providing nonmedical services, your recommendation of the purchase of nonmedical supplementary health services provided by a business in which you being a physician had an ownership interest, put your business interests in conflict with the consumer's interest.

- 13) You also caused or permitted Clear Health Inn to enter into an agreement with Client Number 1 in which Client 1 agreed to pay \$13,650.00 for the services provided by Clear Health Inn. Clear Health Inn received the initial payment of \$6,825.00 of the total amount. Client Number 1 believed she was purchasing services of a fundamentally different character than those provided by the Clear Health Inn and in those circumstances Client Number 1 received no value for the money which was paid.