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Regulated Industries Complaints
Office
Department of Commerce and
Consumer Affairs
State of Hawaii
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Honolulu, Hawaii 96813
Telephone: (808) 586-2660

Attorney for Department of
Commerce and Consumer Affairs

BOARD OF MEDICAL EXAMINERS
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of the) MED 91-89
Physician's License of)
)
ROBERT J. COLLIS, M.D.,) AMENDED SETTLEMENT AGREEMENT
) PRIOR TO FILING OF PETITION
) FOR DISCIPLINARY ACTION AND
Respondent.) BOARD'S FINAL ORDER;
) EXHIBIT "A"

AMENDED SETTLEMENT AGREEMENT PRIOR TO FILING OF
PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER

ROBERT J. COLLIS, M.D., (hereinafter "Respondent"),
whose address is [REDACTED]
[REDACTED] and the Department of Commerce and Consumer
Affairs, by and through its Regulated Industries Complaints
Office (hereinafter "RICO") enter into this Settlement Agreement
as follows:

Respondent is and was at all times relevant herein,
licensed as a physician by the State of Hawaii, License No. MD
1598.

Respondent has retained counsel, Edmund Burke, III,
Esq. of Burke, Sakai, McPheeters, Bordner & Gilardy, 737 Bishop
Street, Suite 3100, Honolulu, Hawaii 96813, to represent him in

this matter.

Respondent and his counsel state that they are apprised that Respondent is subject to penalties, including revocation or suspension of Respondent's license, if any violation of HRS Chapter 453 or the rules promulgated thereunder is proven at a hearing.

Respondent and his counsel represent that they have been apprised of and have full knowledge of Respondent's right to a hearing pursuant to HRS Chapters 91, 92 and 453.

The parties hereto wish to settle this matter without a hearing.

NOW THEREFORE, the parties agree, subject to the approval and order of the Board of Medical Examiners (hereinafter "Board") that:

1. The Board has jurisdiction over the subject matter herein and over the parties hereto.

2. Pursuant to HRS § 91-9(d), Respondent after consultation with his counsel voluntarily waives his right to a hearing and agrees to a disposition of this case pursuant to the terms and conditions of this Amended Settlement Agreement.

3. Respondent after consultation with his counsel enters into this Amended Settlement Agreement freely and voluntarily and under no coercion or duress, and Respondent acknowledges that he is fully aware that in doing so, he is subject to disciplinary sanctions.

4. RICO alleges that Respondent, during the period from in or about mid 1981 through in or about early September 1986, in his medical practice as a psychiatrist, established and maintained a doctor-patient relationship with MKDLS to whom he administered psychotherapy for severe depression. The doctor-patient relationship was terminated in or about September 1986 because further therapy was no longer required. Respondent, soon thereafter, entered into a sexual relationship with MKDLS. That relationship continued for approximately three months but was terminated by MKDLS when she subsequently established a sexual relationship with another individual. Sometime in or about February, 1987, MKDLS consulted Respondent for professional assistance for the emotional problems she was experiencing in the relationship that she had established with the other individual. Respondent suggested that MKDLS seek the assistance of another psychiatrist, however, she rejected the suggestion. Respondent, although knowing that the prior personal relationship was an impediment to his rendering the professional service to which all patients were entitled, reestablished a doctor-patient relationship with MKDLS and served as her psychotherapist again.

5. Respondent for purposes of this Settlement Agreement admits to the allegations and a violation of HRS § 453-8(a)(9) (conduct or practice contrary to recognized standards of ethics of the medical profession) and submits Exhibit "A" for consideration by the Board.

6. Respondent, pursuant to HRS §§ 92-17(b) and 453-8.2, agrees with RICO subject to the approval and order of the Board;

a. That Respondent shall pay a civil penalty in the sum of Two Thousand and No/100 Dollars (\$2,000.00), payment of which will be made by cashier's check or money order payable to the order of the "Compliance Resolution Fund-DCCA" and to be delivered to the Regulated Industries Complaints Office, 600A James Campbell Building, 828 Fort Street Mall, Honolulu, Hawaii 96813, within thirty (30) days from the date of the order of the Board approving this Amended Settlement Agreement; and,

b. That Respondent's license shall be suspended for a period of six (6) months, provided, however, that the suspension of the license shall be stayed for a period of six (6) months from the date of the Board's Final Order, after which period, if the Respondent is not involved in any further violation of the statutes and/or rules governing the conduct of physicians licensed to practice in the State of Hawaii and has abided by all conditions set forth herein, the suspension of the license shall become null and void.

7. In the event that Respondent violates any provision of the statutes and/or rules governing the conduct of physicians licensed in the State of Hawaii or otherwise fails to

abide by the terms of this Amended Settlement Agreement, the stay of the suspension may be vacated by the Board without further hearing upon receipt of an Affidavit from the Regulated Industries Complaints Office attesting to such subsequent violation or failure on the part of the Respondent, and Respondent shall turn in his physician's license within three (3) days after receipt of notice from the Board of the vacation of the stay of the license suspension. Furthermore, the Board at its discretion may pursue disciplinary action for subsequent violation or failure by Respondent as provided by law to include further fines, revocation or suspension of license and other sanctions as the Board may deem appropriate.

8. In the event that the stay of the suspension of Respondent's license is vacated and Respondent's license is suspended for the period of six months, the Respondent acknowledges that the license will not be automatically reinstated at the end of the period of license suspension and that he is required to file an application with the Board for the reinstatement of his license prior to commencing any medical practice should he wish to resume such practice at the end of the period of license suspension.

9. Respondent agrees that if the Board does not approve this Amended Settlement Agreement and the matter is subsequently pursued through the administrative hearing process for consideration by the Board, Respondent shall not raise any objection to said proceedings on the basis that the Board has

become disqualified to act on this matter because of its review of the Amended Settlement Agreement.

10. Respondent is entering into this Amended Settlement Agreement as a compromise and settlement of the existing disputes and allegations pursuant to Rule 408, Hawaii Rules of Evidence, HRS Chapter 626, and in order to avoid the attendant risks and expense of pursuing the matter in an administrative hearing. In the event that the Board does not approve this Amended Settlement Agreement, this Amended Settlement Agreement shall not be admissible in evidence and may not be used against Respondent in an administrative hearing on the matters covered herein.

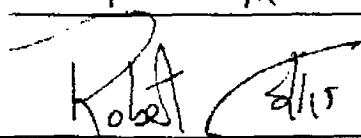
11. RICO and Respondent acknowledge that it is the intention of the parties to forever settle any and all complaints and/or violations which were or could have been set forth in this proceeding. In furtherance of such intention, this Amended Settlement Agreement shall be and remain a full and complete resolution of all complaints and/or violations that were or could have been asserted in Board of Medical Examiners Case Number MED 91-89.

12. Other than the matters specifically stated in this Amended Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representation of fact, opinion or promise to Respondent to induce entry into this Amended Settlement Agreement, and Respondent is not relying upon any statements, representations, opinions or promises made by RICO or


any of its agents, employees, representatives or attorneys concerning the nature, extent or duration of exposure to legal liability arising from the subject matter of this Amended Settlement Agreement or concerning any other matter.

13. It is agreed that any ambiguity in this Amended Settlement Agreement is to be read in the manner which most completely protects the interest of the consuming public.

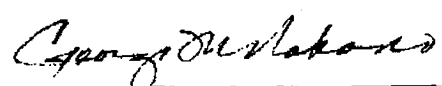
DATED: Honolulu, Hawaii, 7th Dec '92


ROBERT J. COLLIS, M.D.
Respondent

APPROVED AS TO FORM:


EDMUND BURKE, III, ESQ.
Burke, Sakai, McPheeters,
Bordner & Gilardy

DATED: Honolulu, Hawaii, December 10, 1992


GEORGE M. NAKANO
Attorney for Petitioner
Department of Commerce and
Consumer Affairs

REVIEWED AND RECOMMENDED FOR CONSIDERATION:

Rodney G. Mait
HEARINGS OFFICER

DEC 10 1992
Date

In the Matter of the Physician's License of Robert J. Collis,
M.D.; Amended Settlement Agreement Prior to Filing of Petition
for Disciplinary Action and Board's Final Order;
MED 91-89

IN THE MATTER OF THE PHYSICIAN'S LICENSE OF ROBERT J. COLLIS,
M.D.; AMENDED SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;
MED 91-89

APPROVED AND SO ORDERED:
Board of Medical Examiners
State of Hawaii

Barbara A. Cavallaro, MD
CHAIRMAN

January 20, 1993
DATE

Melvin M. Kaneshiro, MD
VICE CHAIRMAN

MEMBER

John H. ... MD
MEMBER

MEMBER

... MD
MEMBER

MEMBER

Annice E. Coleman, MD
MEMBER

MEMBER

MEMBER

MEMBER

(100/92-0144.A)

THE
HONOLULU
MEDICAL
GROUP



The Board of Health

July 20, 1992

To Whom It May Concern

RE: Robert Collis, M.D.

I saw Dr. Collis for psychotherapy in 1989, and have reviewed his condition to him since then. A major issue in therapy was his having had a sexual relationship with Ms. [REDACTED], who had been patient of his. In my opinion, that issue was resolved and there is no danger of his becoming sexually involved with other patients. I think this incident occurred because he was treating a fellow therapist and allowed the doctor-patient lines to become blurred.

Dr. Collis has amply earned the reputation of being a skilled clinician and a very concerned physician. He has carried out and published important research and he has donated much unpaid time to the teaching of psychiatry to medical students and psychiatric residents at the John Burns School of Medicine over a period of 20 years. I believe he has made a good contribution and still has one to make. Overall, he is a highly ethical professional and after what he has gone through, very unlikely to breach the standards of doctor-patient relationship ever again.

Very truly yours,

Shepard Gnanades, M.D.
Department of Psychiatry

SG/jh

EXHIBIT "A"