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Department of Commerce and Consumer Affairs
State of Hawaii
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235 South Beretania Street, Suite 900
Honolulu, Hawaii 96813
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Attorney for Department of Commerce
and Consumer Affairs

DEPT. OF COMMERCE AND CONSUMER AFFAIRS
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HEARINGS OFFICE

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DEPT. OF COMMERCE AND CONSUMER AFFAIRS

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

In the Matter of the License to Practice Medicine of	)	MED 2014-98-L
	)	
JAMES T. HANSEN, M.D.,	)	FIRST AMENDED SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER
Respondent.	)	

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

Petitioner, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS' REGULATED INDUSTRIES COMPLAINTS OFFICE (hereinafter "RICO" or "Petitioner"), through its undersigned attorney, and Respondent JAMES T. HANSEN, M.D. (hereinafter "Respondent"), enter into this First Amended Settlement Agreement ("Settlement Agreement") on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent was licensed by the HAWAII MEDICAL BOARD (hereinafter the "Board") as a physician under License Number MD 11540. The license was issued on or about May 14, 2001. The license will expire or forfeit on or about January 31, 2016.

This decision has been redacted and reformated for publication purposes and contains all of the original text of the actual decision.

2. Respondent's mailing address for purposes of this action is Maui Gastroenterology, Inc., 53 Puunene Avenue, Suite 127, Kahului, Hawaii 96732.

3. RICO received complaints alleging that Respondent engaged in unprofessional conduct with respect to patients while engaged in the practice of medicine. Such conduct included inappropriate physical contact with patients.

4. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute violations of the following statutes: Hawaii Revised Statutes ("HRS") §453-8(a)(7)(Professional misconduct, hazardous negligence causing bodily injury to another, or manifest incapacity in the practice of medicine or surgery), and 453-8(a)(9)(Conduct or practice contrary to recognized standards of ethics of the medical profession as adopted by the Hawaii Medical Association, the American Medical Association, the Hawaii Association of Osteopathic Physicians and Surgeons, or the American Osteopathic Association).

5. The parties to this Settlement Agreement agree and intend that any admissions made by Respondent in this Settlement Agreement are not intended by Petitioner and Respondent to be used as admissions in any criminal or civil action related to or arising out of the events described in paragraph A.3, above, or for any future criminal or civil action arising out of alleged conduct by Respondent as described in paragraph A.3, above, but only for purposes of this Settlement Agreement and any future disciplinary action against Respondent's medical license.

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

B. REPRESENTATIONS BY RESPONDENT:

1. Respondent is fully aware that Respondent has the right to be represented by an attorney and voluntarily waives that right.

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2. Respondent enters into this Settlement Agreement freely, knowingly, voluntarily, and under no coercion or duress.

3. Respondent is aware of the right to have a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondent freely, knowingly, and voluntarily waives the right to a hearing and agrees to dispose of this case in accordance with the terms and conditions of this Settlement Agreement.

4. Respondent being at all times relevant herein licensed as a physician by the Board acknowledges that Respondent is subject to penalties including but not limited to, revocation, suspension or limitation of the license and administrative fines, if the foregoing allegations are proven at hearing.

5. Respondent does not admit to violating any law or rule, but acknowledges that RICO has sufficient cause to file a Petition for Disciplinary Action against Respondent's license.

6. Respondent enters into this Settlement Agreement as a compromise of the claims and to conserve on the expenses of proceeding with an administrative hearing on this matter.

7. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. MED 2014-98-L.

8. Respondent understands that this Settlement Agreement may be subject to reporting requirements.

9. Respondent understands this Settlement Agreement is public record pursuant to Hawaii Revised Statutes chapter 92F.

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This decision has been redacted and reformated for publication purposes and contains all of the original text of the actual decision.

C. TERMS OF SETTLEMENT:

1. Voluntary Surrender of License. Respondent agrees to the voluntary surrender of Respondent's license. The surrender shall become effective July 13, 2014. Respondent shall turn in all indicia of the license to the Executive Officer of the Board by no later than July 23, 2014.

2. Agreement Not to Seek Reinstatement or Restoration of License or New License. Notwithstanding any statute or rule to the contrary, Respondent agrees not to seek reinstatement or restoration of his current Hawaii medical license and agrees not to reapply for a Hawaii medical license in the future.

3. Agreement to Cease Practicing Medicine in the State of Hawaii. Effective July 12, 2014, Respondent agrees to cease practicing medicine in the State of Hawaii. Respondent agrees that no later than July 12, 2014, Respondent will comply with HRS §622-58(e) and all other applicable laws relating to health care records and the cessation of operations of his medical practice in the State of Hawaii.

4. Possible further sanction. The Board, at its discretion, may pursue additional disciplinary action as provided by law to include further fines and other sanctions as the Board may deem appropriate if Respondent violates any provision of the statutes or rules governing the conduct of physicians in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

5. Approval of the Board. Respondent agrees that, except for the representations, agreements and covenants contained in Paragraphs C. [6], C. [7], C. [8] and C. [9] below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

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6. No Objection if Board Fails to Approve. If the Board does not approve this Settlement Agreement, does not issue an order pursuant thereto, or does not approve a lesser remedy, but instead an administrative hearing is conducted against Respondent in the Board's usual and customary fashion pursuant to the Administrative Procedure Act, Respondent agrees that neither Respondent nor any attorney that Respondent may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Board's proceeding against Respondent on the basis that the Board has become disqualified to consider the case because of its review and consideration of this Settlement Agreement.

7. Any Ambiguities Shall be Construed to Protect the Consuming Public. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner that most completely protects the interests of the consuming public.

8. No Reliance on Representations by RICO. Other than the matters specifically stated in this 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 Settlement Agreement, and Respondent is not relying upon any statement, representation or opinion or promise 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 Settlement Agreement or concerning any other matter.

9. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument duly executed by all parties hereto.

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10. Counterparts. If delivered by U.S. mail, facsimile or electronic mail, this Settlement Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument, binding upon all of the signatories to this Settlement Agreement, notwithstanding that all of the parties are not signatory to the original or the same counterparts, and irrespective of the date of execution and delivery of each counterpart. For all purposes, including, without limitation, filing and delivery of this instrument, duplicate, unexecuted and unacknowledged pages of the counterpart may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: Kahului (CITY), HI (STATE), 5/29/14 (DATE).

JAMES T. HANSEN, M.D.
Respondent

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DATED: Honolulu, Hawaii, June 2, 2014.

JOHN T. HASSLER
Attorney for Department of Commerce and Consumer Affairs

This decision has been redacted and reformated for publication purposes and contains all of the original text of the actual decision.

IN THE MATTER OF THE LICENSE TO PRACTICE MEDICINE OF JAMES T. HANSEN, M.D.; FIRST AMENDED SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; CASE NO. MED 2014-98-L

APPROVED AND SO ORDERED:
HAWAII MEDICAL BOARD
STATE OF HAWAII

July 10, 2014

DANNY M. TAKANISHI, JR., M.D.
Chairperson

DATE

LES BARRICKMAN, D.O.
Vice Chairperson

GERARD K. AKAKA, M.D.

SHARON BINTLIFF, M.D.

PETER C. CHIN, M.D.

MARIA B.J. CHUN

NIRAJ S. DESAI, M.D.

THOMAS S. KOSASA, M.D.

PALASI PULETASI

KAREN E. SEPT, D.O.

~~CARL K. YORITA, M.D.~~
Peter Holt, MD

PVL 07/23/13

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STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 29 day of MAY, 2014, before me personally appeared James T. Hansen, to me known to be the person described, and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

This 9-page FIRST AMENDED SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER document dated May 29, 2014 was acknowledged before me by JAMES T. HANSEN this 29 day of May, 2014, in the City of Kahului, in the County of Maui, in the State of Hawaii.

Lauren W. Kashtan
Name: LAUREN W. KASHTAN
Notary Public, State of Hawaii

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My Commission expires: 5/20/2016

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