

PROVINCE OF NOVA SCOTIA       )  
COUNTY OF HALIFAX            )

IN THE MATTER OF:       The *Canada Evidence Act*

- and -

IN THE MATTER OF:       The *Medical Act*, R.S.N.S. 1995-96, c.10

- and -

IN THE MATTER OF:       Dr. Leo Wisniowski

**\*\*\*TAKE NOTE THAT A PUBLICATION BAN HAS BEEN  
IMPOSED WITH RESPECT TO THE DISCLOSURE OF  
SCHEDULES "A" AND "B" TO THIS SETTLEMENT  
AGREEMENT BY ORDER OF THE HEARING COMMITTEE  
DATED July 12, 2006. SEE PARAGRAPH 18 FOR  
DETAILS OF THE PUBLICATION BAN.\*\*\***

### **SETTLEMENT AGREEMENT**

Dr. Leo Wisniowski, a medical practitioner in the Province of Nova Scotia, and a member of the College of Physicians and Surgeons of the Province of Nova Scotia (the "College"), hereby agrees with and consents to the following in accordance with the provisions of the *Medical Act*, R.S.N.S. 1995-96, c.10.

#### **I.     STATEMENT OF FACTS**

1.     Dr. Leo Wisniowski is a 40 year old family practitioner practicing in Chester Basin, Nova Scotia.
2.     Dr. Wisniowski graduated from Dalhousie University in 1991 and began his family practice in Chester Basin in 1994. In late 2003 Dr. Wisniowski began providing marital counseling services to Mr. and Mrs. X. Dr. Wisniowski initially began providing marital counseling services to Mr. and Mrs. X as a couple, but within a short time he suggested seeing each patient individually. He also continued to see them for couple counseling.

3. In early 2004 Dr. Wisniowski began meeting mostly on a weekly basis and sometimes more frequently with Mrs. X. They discussed her childhood, her relationship with her family and friends. During one session during which Mrs. X began crying and feeling helpless Dr. Wisniowski offered her a hug. During Mrs. X's next visit with Dr. Wisniowski he provided Mrs. X a hug which this time lasted longer than the first. In subsequent visits to Dr. Wisniowski, the hugs led to a kiss.
4. Dr. Wisniowski booked Mrs. X's appointments on Friday evenings. His receptionist was present to receive Mrs. X and then left for the day. On one occasion in the spring of 2004 Mrs. X advised that she would be going on an out of province trip, and Dr. Wisniowski advised that he would be attending a medical conference in the same location at the same time. He offered to meet Mrs. X in the out of province location.
5. When Mrs. X was in the out of province location she and Dr. Wisniowski met at his hotel. They engaged in sexual intercourse.
6. Following their return to Nova Scotia Dr. Wisniowski engaged in sexual intercourse with Mrs. X on several occasions over a six month period.
7. Approximately one year following the commencement of sexual intercourse between Dr. Wisniowski and Mrs. X, Mrs. X met with Dr. Wisniowski and insisted on having a referral to a different counselor. Dr. Wisniowski referred Mrs. X to a new counselor.
8. Following this, Mrs. X arranged a meeting with Dr. Wisniowski during which she taped her conversation with him so as to have proof of their sexual relationship. Mr. and Mrs. X then filed a complaint with the College of Physicians and Surgeons of Nova Scotia in August 2005.
9. In his response to the letter of complaint, Dr. Wisniowski advised the College of numerous stressors and pressure that had been building in his personal and professional life, the details of which are outlined in medical evaluations dated November 23, 2005 and February 20, 2006, copies of which are attached hereto as Schedules "A" and "B", both of which are subject to a publication ban directed by the Hearing Committee in accordance with paragraph 18 herein.
10. Dr. Wisniowski admits the commencement of a sexual relationship with Mrs. X while she and Mr. X were his patients. Dr. Wisniowski admits the continuation of this sexual relationship for approximately a six month period, during which time Mr. and Mrs. X continued to be his patients.
11. In his response to the College, Dr. Wisniowski apologized to Mr. and Mrs. X "for the pain and anguish" that he has caused.



12. On August 26, 2005, Dr. Wisniowski stopped practicing medicine. He obtained a psychiatric assessment and continues to receive medical care. He has not engaged in the practice of medicine since August 26, 2005.
13. In the medical reports attached as Schedule "A" and "B", the treating physicians concluded that there was no known history of similar behaviour in Dr. Wisniowski's past and that he showed clear understanding of the wrongfulness of his actions, accepts responsibility and expresses appropriate regret. His treating physicians recommended his return to medical practice on certain conditions, all of which are incorporated into the agreed upon disposition set out herein.

## II. COMPLAINT

14. In the Notice of Hearing dated June, 2006 the College of Physicians and Surgeons charged Dr. Leo Wisniowski with the following:

That being registered under the *Medical Act*, R.S.N.S. 1995-96, c.10 and being a medical practitioner in the Province of Nova Scotia, it is alleged that between 2004 and 2005 while providing psychotherapy and/or medical services to your patients Mr. and Mrs. X, you engaged in sexual activity with Mrs. X including sexual intercourse, while she remained your patient.

And that in relation to the above you are alleged to be guilty of professional misconduct.

## III. ADMISSIONS

15. Dr. Leo Wisniowski admits that he is guilty of the allegation outlined in the Notice of Hearing, and that he is guilty of professional misconduct.

## IV. CONSENT TO PENALTY

16. Dr. Leo Wisniowski hereby consents to the following:
  - a) Dr. Wisniowski is suspended from the practice of medicine for a period of twelve months commencing August 26, 2005, the date when Dr. Wisniowski stopped practicing medicine, and continuing to and including August 25, 2006.
  - b) Dr. Wisniowski shall participate in a psychotherapy treatment plan to be approved by the Hearing Committee, details of which shall be provided to

the Hearing Committee at the time the Hearing Committee meets to approve this Settlement Agreement. Dr. Wisniewski agrees that the College may provide the treating psychotherapist with such information from the College's file as the College believes necessary for the treating psychotherapist to fully understand the nature of the issues involving Dr. Wisniewski. At Dr. Wisniewski's expense, quarterly reports shall be provided to the Hearing Committee for a period of one year following the approval of the Settlement Agreement. The frequency of Dr. Wisniewski's visits to the psychotherapist shall be determined by his psychotherapist.

- c) Dr. Wisniewski agrees to enroll in and attend at his cost, either the day and a half Ontario College of Physicians and Surgeons course "Understanding Boundary Issues and Managing the Risks Inherent in Physician Patient Relationship" or the three day Vanderbilt University program "Maintaining Proper Boundaries". Confirmation of Dr. Wisniewski's attendance at either of these programs shall be provided to the College on or before December 31, 2006, and if any issues arise respecting the availability of either course prior to the end of the calendar year Dr. Wisniewski shall notify the College and with the agreement of the College make appropriate arrangements to attend the next available course.
- d) Dr. Wisniewski's license to practice medicine shall be permanently restricted to reflect the following:
  - (i) Dr. Wisniewski is prohibited from engaging in psychotherapy, marriage counseling, and any form of psychological counseling other than the usual counseling for non-psychological purposes that is an integral part of family medicine. Dr. Wisniewski agrees that he shall post a sign outlining this prohibition in a part of his office that is visible to patients;
  - (ii) Dr. Wisniewski is prohibited from treating members of his staff, except in the case of a medical emergency;
  - (iii) Except in the case of a medical emergency or when he is engaged in the provision of medical services as an on-call physician as part of a scheduled on-call program with other physicians in his geographic area, Dr. Wisniewski is prohibited from treating patients outside his regular office hours which run from 8:30 am to 6:00 pm, Monday to Friday. In the event Dr. Wisniewski wishes to change his regular office hours, he shall seek the permission of the Registrar of the College prior to doing so, but in any event, his regular office hours shall not include evening office hours.



- e) Dr. Wisniewski agrees to pay a contribution toward the costs associated with the investigation and conclusion of this complaint, totaling \$5,000, inclusive of HST. This amount may be paid in equal quarterly installments of \$1,250 commencing at the time of the lifting of the suspension of Dr. Wisniewski's license, with the first payment due on or before January 11, 2007.
- f) Dr. Wisniewski agrees that any alleged breach of any provision of this Settlement Agreement shall be reviewed by the Hearing Committee. If the Hearing Committee determines that a breach has occurred, Dr. Wisniewski acknowledges that any such breach amounts to professional misconduct and will result in such further disposition as will be determined by the Hearing Committee.

**VI. EFFECTIVE DATE**

17. This Settlement Agreement shall only become effective and binding when it has been recommended for acceptance by the Investigation Committee of the College, and accepted by the Hearing Committee appointed to hear this matter.

**VII. PUBLICATION BAN**

18. The Hearing Committee hereby imposes a publication ban with respect to all information contained in Schedules "A" and "B" attached to this Settlement Agreement, and orders that this information shall not be disclosed externally from the College to any third party with the exception of any therapists or physicians as provided for in this agreement, or any physician licensing body in the event Dr. Wisniewski applies for a license to practice medicine in any other jurisdiction.

DATED at Halifax, Nova Scotia this 15<sup>th</sup> day of June, 2006.

Sherry Jandrey  
WITNESS

DR. LEO WISNIOWSKI  
DR. LEO WISNIOWSKI

DATED at Halifax, Nova Scotia this 15<sup>th</sup> day of June, 2006.

Walter Burgess  
WITNESS

Marjorie A. Hickey  
MARJORIE A. HICKEY  
COUNSEL FOR THE COLLEGE OF  
PHYSICIANS AND SURGEONS  
OF NOVA SCOTIA

DATED at Halifax, Nova Scotia this 15 day of June, 2006.

Theresa Lumsden

Shelagh Healey  
CHAIR,  
Investigation Committee "A"  
of the College of Physicians and Surgeons  
of Nova Scotia

DATED at Halifax, Nova Scotia this 12<sup>th</sup> day of July, 2006.

Mr. C. J. Duncan  
CHAIR,  
The Hearing Committee  
of the College of Physicians and Surgeons  
of Nova Scotia