



#### **IV. CONDITIONS OF PROBATION**

During the probationary period, which shall be effective on the date the Board accepts this Agreement, the Respondent shall comply with each of the following requirements:

A. The Respondent agrees to the terms of this Probation Agreement for at least five years from the date of the Board's acceptance of this Agreement and for such further period thereafter as the Board shall for reasonable cause order. No early termination of the Agreement will be allowed. Any periods during which the Respondent is not practicing medicine during the probationary period, shall extend the probationary period.

B. The Respondent shall complete three (3) continuing medical education (CME) credits, to be pre-approved by the Board, in physician-patient boundaries. The Respondent must submit documentation that he has completed this requirement within sixty (60) days of the Board's approval of this Agreement

C. The Respondent shall engage in the practice of medicine only under such conditions as the Board may impose and only at one or more Board-approved worksite(s). The Respondent may only practice medicine at Steward Good Samaritan Medical Center in Brockton, Massachusetts; the Morton Hospital, a Steward Family Hospital, Inc.; SMG Middleboro Multispecialty Clinic in Middleboro, Massachusetts; SMG Women's Health at Brockton, and SMG Women's Health in Easton.

D. The Respondent must document his use of Board-approved chaperones for all patient encounters, both in the office and examination room. The documentation must specific when the chaperone enters and exits the room through a time stamp or entry into the medical record, and also document his offering each patient a gown and a place to change, or him leaving the room while the patient changes.

E. Until the Board, upon petition of the Respondent, orders otherwise, the Respondent's examinations of female patients shall be chaperoned at the SMG Middleboro Multispecialty Clinic in Middleboro, Massachusetts; SMG Women's Health at Brockton, and SMG Women's Health in Easton by Amanda Mazetis, CMA; Jenn Henriques, CMA; Theresa Russo, Office

Manager, and any Board-approved successor(s). The Respondent's Board-approved chaperones shall immediately report any concerns about potential violations of this Probation Agreement by telephone, and in writing, directly to the Board. The Board-approved chaperones must certify that they have been present throughout the patient encounter and that they have noted as such in the Daily Chaperone log.

F. Kenneth Lawson, M.D., Chief Medical Officer at Good Samaritan Medical Center in Brockton, Massachusetts has agreed to monitor the Respondent's compliance with all the terms of this Probation Agreement and shall file quarterly reports to the Board.

G. All agreements whereby third parties are to provide written reports, releases, records or any other information to the Board under this Probation Agreement shall be submitted to the Board for approval within thirty (30) days after the Probation Agreement is approved by the Board. All such releases and agreements must, in addition to waiving any relevant state law privileges or immunities, provide the Board with access to all material covered by 42 CFR, Part 2, and the Criminal Offender Records Information (CORI) Act, so-called, M.G.L. c. 6, ss. 167-178; all such releases and agreements must provide that the released party shall notify the Board if any waiver is withdrawn. In the event that any such releases or waivers are not sufficient to obtain access to any information which the Board in its discretion considers relevant, the Respondent agrees to obtain personally such information and furnish it to the Board, to the extent permitted by law.

H. In the event that the Respondent seeks licensure to practice medicine in another state, the Respondent shall notify the Board of such fact and shall disclose to the licensing authority in such state his status with this Board. The Respondent shall submit to the Board copies of all correspondence and application materials submitted to another state's licensing authority.

I. In the event the Respondent should leave Massachusetts to reside or practice out of the state, the Respondent shall promptly notify the Board in writing of the new location as well as the dates of departure and return. Periods of residency or practice outside Massachusetts will not

apply to the reduction of any period of the Respondent's probationary licensure, unless the Respondent enters into a monitoring agreement, approved by the Board, in the new location.

J. The Respondent shall appear before the Board or a committee of its members at such times as the Board may request, upon reasonable advance notice, commensurate with the gravity or urgency of the need for such meeting as determined by the Board or such committee.

K. The Respondent, and not the Board, shall be responsible for the payment of any fee or charge occasioned by the Respondent's compliance with this Probation Agreement.

L. The Respondent may request that the Board modify any of the conditions set forth above. The Board may, in its discretion, grant such modification. Except for requests for modifications related to the Respondent's employment, the Respondent may make such a request not more than once in any one year period, nor any sooner than one year from the date of this Probation Agreement.

M. The Respondent shall provide a complete copy of this Probation Agreement, with all exhibits and attachments within ten (10) days by certified mail, return receipt requested, or by hand delivery to the following designated entities: any in- or out-of-state hospital, nursing home, clinic, other licensed facility, or municipal, state, or federal facility at which he practices medicine; any in- or out-of-state health maintenance organization with whom he has privileges or any other kind of association; any state agency, in- or out-of-state, with which he has a provider contract; any in- or out-of-state medical employer, whether or not he practices medicine there; the Drug Enforcement Administration, Boston Diversion Group; Department of Public Health Drug Control Program, and the state licensing boards of all states in which he has any kind of license to practice medicine. The Respondent shall also provide this notification to any such designated entities with which he becomes associated for the duration of this Probation Agreement. The Respondent is further directed to certify to the Board within ten (10) days that he has complied with this directive. The Board expressly reserves the authority to independently notify, at any time, any of the entities designated above, or any other affected entity, of any action it has taken.

## V. TERMINATION OF PROBATION

A. If the Respondent complies with his or her obligations as set forth above, the Board, at the expiration of the five-year period, shall, upon petition by the Respondent, terminate the Respondent's probationary period and probation with the Board, unless the Respondent's probation is extended in accordance with paragraph IV(A).

B. If the Respondent fails to comply with his or her obligations as set forth above, the Respondent's license to practice medicine may be immediately suspended, as agreed in Section I.

May 2, 2022  
Date

[Signature]  
Respondent

5 3 2022  
Date

[Signature]  
Attorney for the Respondent

Accepted this 2<sup>nd</sup> day of June, 2022, by the Board of Registration in Medicine.

[Signature]  
Julian Robinson, M.D.  
Chair