

COMMONWEALTH OF MASSACHUSETTS
BOARD OF REGISTRATION IN MEDICINE

MIDDLESEX, ss.

Adjudicatory Case No. 2019-033

In the Matter of
Christian Heinis, M.D.

PROBATION AGREEMENT

I. COMPLIANCE WITH AGREEMENT

The Respondent agrees that violation of this Probation Agreement ("this Agreement"), including such provisions which survive this Agreement, shall constitute sufficient grounds for the immediate suspension of the Respondent's license to practice medicine, or any such lesser sanction as the Board may deem fit to impose, without prior notice to the Respondent as set forth below. The Respondent hereby waives any claim or defense to any subsequent action by the Board to suspend the Respondent's license or impose such other lesser sanction, for any such violation or violations of this Agreement, except that the Respondent shall be entitled to defend against the assertion of a violation of this Agreement. The Respondent acknowledges and agrees that by entering into this Agreement, the Respondent is relinquishing important procedural and substantive rights.

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If the Respondent does not comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint¹ during the probationary period, the Respondent agrees to the following:

- a. The Board may upon written notice to the Respondent, as warranted to protect the public health, safety, or welfare:
 - i. EXTEND the probationary period; and/or
 - ii. MODIFY the Agreement requirements; and/or
 - iii. LIFT THE STAY OF SUSPENSION.
- b. If the Board suspends the Respondent's license, pursuant to this paragraph, the suspension shall remain in effect until:
 - i. The Board gives the Respondent written notice that the probationary period is to be resumed and under what terms; or
 - ii. The Board and the Respondent sign a subsequent agreement; or
 - iii. The Board issues a written final decision and order following adjudication of the allegations (1) of noncompliance with this Agreement, and/or contained in the Subsequent Complaint.

II. PARTIES

The parties to this Agreement are the Board of Registration in Medicine ("the Board") and Christian Heinis, M.D. ("the Respondent").

¹ For purposes of this Agreement, the term "Subsequent Complaint" applies to a complaint opened after the effective date of this Agreement, which alleges that the Respondent engaged in conduct that violates Board statutes or regulations, and/or (2) involves a criminal conviction or discipline imposed by another state medical licensing board other than reciprocal discipline for the same conduct resolved in the proceeding that resulted in this Agreement.

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III. JURISDICTION

The parties agree that the Board has the authority to enter into this Agreement, and that the Board may enforce the terms of this Agreement in accordance with applicable laws and regulations and the provisions of this Agreement.

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 undergo monitoring by the Board 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 may order pursuant to Part I of this Agreement. The Board may also extend the probationary period by the amount of time that the Respondent is not practicing medicine during the probationary period.

B. The Respondent agrees to comply with the following requirements during the probationary period:

- i. He will comply with all laws and regulations governing the practice of medicine;
- ii. He will notify the Board in writing within ten (10) days of any change in his name or address;
- iii. He will timely renew his license to practice medicine;
- iv. He will respond to inquiries from Board staff in a timely manner;
- v. He will notify the Board in writing within seven (7) days of receiving notice of any complaint filed against his license to practice in any jurisdiction where he holds a license-

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C. No later than ninety days following the adoption of this Agreement, the Respondent shall propose for the approval of the Board an entity, such as Affiliated Monitors, Inc., LifeGuard or PACE, to conduct a practice audit. The scope of the audit will include, but not be limited to a review of the Respondent's prescribing, dispensing and documentation. The audit must review a minimum of twenty cases and also review the Respondent's dispensing logs and related records. The Respondent agrees to incorporate all recommendations to remediate deficiencies made by the Board-approved entity into this Agreement. Notwithstanding Paragraph I of this Agreement, failure to implement or complete the audit for any reason beyond the Respondent's reasonable control shall not be grounds for lifting the stay of suspension of his license.

D. Within the period of one hundred and eighty (180) to three hundred and sixty (360) days after the Respondent's implementation of the practice audit recommendations, the Board-approved entity shall review the Respondent's practice for substantial compliance with such recommendations and provide a compliance report to the Board.

E. All agreements whereby third parties are to provide written reports, releases, records or any other information to the Board, including, but not limited to reports of any assessment or audit 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. The Respondent agrees to submit to the Board the results of the practice audit. The Respondent agrees to waive any privileges he may have concerning such reports and disclosures to the Board by any such auditor, assessor, or evaluator.

F. 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

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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.

G. 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. The Board acknowledges that the Respondent currently practices medicine one day per week in a Connecticut hospital emergency department, which shall not impact the length of the probation period.

H. 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.

I. 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.

J. 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 identity of 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.

K. 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,

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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 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 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). Notwithstanding the five-year probationary period, if the Respondent implements any audit recommendations to the Board's satisfaction, as determined in its sole discretion, he may petition the Board for termination of this Agreement.

B. If the Respondent fails to comply with his obligations as set forth above, the Board may take further action, as agreed in Paragraph I.

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Date

2/5/24
Date

Chris Henry MD
Respondent

[Signature]
Attorney for the Respondent

Accepted this 14th day of March, 2024, by the Board of Registration
in Medicine.

[Signature]

Booker T. Bush, M.D.
Chair