

**COMMONWEALTH OF MASSACHUSETTS**

MIDDLESEX, SS

BOARD OF REGISTRATION  
IN MEDICINE

Adjudicatory Case No: 2013-057

\_\_\_\_\_  
In the Matter of                    )  
  )  
John George, M.D.                )  
\_\_\_\_\_)

**PROBATION AGREEMENT**

**I. COMPLIANCE WITH AGREEMENT**

The Respondent agrees that violation of this Probation 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. 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, 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.

## **II. PARTIES**

The parties to this Probation Agreement are the Board of Registration in Medicine (hereinafter the "Board") and John George, M.D. (hereinafter "the Respondent").

## **III. JURISDICTION**

The parties agree that the Board has the authority to enter into this Probation 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 shall for reasonable cause order. Notwithstanding, the Respondent may petition the Board to terminate this Agreement following one year of demonstrated compliance with its terms and conditions. At the Board's discretion, any periods during which the Respondent is not practicing medicine, during the probationary period, may extend the probationary period.

B. The Respondent shall comply with all recommendations made by the University of San Diego's Physician Assessment and Clinical Education Program ("PACE") and shall submit documentation with any Petition to Terminate this Agreement that he has complied with all PACE recommendations.

C. The Respondent shall complete a Board-approved medical record keeping course and a Board-approved communication course to address patient and staff communication issues. The Respondent must submit documentation that he has completed this requirement with any Petition to Terminate this Agreement.

D. 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, §§ 167-168; 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.

E. 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 states' licensing authority.

F. 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.

G. 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.

H. 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; and any in- or out-of-state medical employer, whether or not he practices medicine there; the Drug Enforcement Agency, Boston Diversion Group; the 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.

I. The Respondent may engage in the practice of medicine under conditions that the Board may impose. The Respondent shall engage in the practice of medicine only during regularly scheduled office hours at Dartmouth Primary Medicine, LLC, North Dartmouth, Massachusetts and South Coast Health System, St. Luke's Hospital, New Bedford, Massachusetts. Until the Board, upon petition of the Respondent, orders otherwise, the Respondent's practice of medicine shall be monitored by Sudheer K. Sharma, M.D. Dr. Sharma, or his Board-approved successor, shall engage in weekly case reviews with the Respondent, including a review of ten (10) randomly selected medical charts per week, and provide monthly reports, on a form provided by the Board, to the Board; said reports shall

focus on the accuracy and completeness of the Respondent's medical record documentation, rationale for clinical decision making and any other areas relating to medical record documentation as recommended or noted by PACE.

J. The Respondent must continue the use of Board-approved chaperones for all female patient encounters. The Respondent further agrees that he shall provide monthly reports, on a form provided by the Board, directly to the Board documenting his compliance with this requirement.

K. Until the Board, upon petition of the Respondent, orders otherwise, the Respondent's examinations of female patients shall be chaperoned by Joy Segalla, Heather Brennan, Christine LaCroix and any Board-approved successor. 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 medical record.

L. 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.

M. 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 worksite monitor, the Respondent's worksite, and the chaperones, referenced in Paragraphs I and K, respectively, 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.

## 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 first sentence of this Paragraph, the Respondent may petition to terminate this Agreement after one year in accordance with paragraph IV (A).

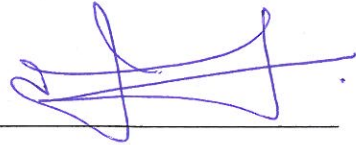
B. If the Respondent fails to comply with his obligations as set forth above, the Respondent's license to practice medicine may be immediately suspended, as agreed in Section I.

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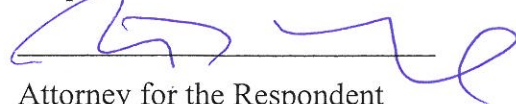
Date

12/4/13

Date



Respondent



Attorney for the Respondent

Accepted this <sup>4<sup>th</sup></sup> day of, <sup>December</sup> 2013, by the Board of Registration in Medicine.

Candace Lapidus Sloane, MD

Candace Lapidus Sloane, M.D., Chair