

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

BOARD OF REGISTRATION
IN MEDICINE

Adjudicatory Case No: 2012-022

In the Matter of)
)
Michael J. F. Iannessa, 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 (the “Board”) and Michael J.F. Iannessa, M.D. (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 following the adoption of this Agreement, and for such further period thereafter as the Board shall for reasonable cause order. 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 has entered into a Behavioral Health Monitoring Contract, effective May 2, 2012, and in a form acceptable to the Board, with Physician Health Services (“PHS”) of the Massachusetts Medical Society. The Respondent agrees to abide fully by all terms of this contract. This contract includes a provision that PHS will promptly inform the Board of any lapse or violation of its terms by the Respondent, and the contract provides for any necessary waivers of privilege or confidentiality by the Respondent. PHS shall submit quarterly reports to the Board which detail the Respondent’s compliance with the contract. As part of the Respondent’s PHS contract, he

must work with an individual therapist and professional coach, and participate in group therapy. The Respondent must also sign releases to allow the professional coach, the individual therapist and the group therapist to communicate with one another on a regular basis, and must also provide a copy of the Professional Renewal Center (hereinafter "PRC") evaluation to each of the aforementioned individuals. The Respondent has selected Kenneth Kraft, Ph.D as his professional coach.

C. The Respondent must participate in an updated PRC assessment four (4) months from the date of entry into his PHS contract, and then again six (6) months later. The Respondent must also follow any and all recommendations made by PRC in either of those updated assessments.

D. 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.

E. 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.

F. 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.

G. The Respondent shall notify and provide, within ten (10) days of acceptance of this Probation Agreement by the Board, a complete copy of this Agreement with all exhibits and attachments 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 Massachusetts Department of Public Health's 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.

H. The Respondent shall be under the care of a licensed or certified health care professional who shall submit written reports, including reports on all missed sessions, to the Board or its designee as often as the Board deems necessary but in any event at least once every three months. Copies of these attendance reports shall be part of the quarterly report that PHS submits to the Board. The health care professional shall immediately notify the Board by telephone whenever, in her professional judgment, the Respondent poses a potential danger to the health, safety and welfare of the Respondent's patients. In addition, the health care professional shall immediately notify the Board by telephone and in writing in the event that the Respondent terminates treatment, or is non-compliant with the treatment plan. In the event that the health care professional notifies the Board that the Respondent poses a danger to the health, safety or welfare of the Respondent's patients, or terminates treatment, the Board may obtain any and all information, reports and records for a period not to exceed ninety (90) days prior to the date of said notification from the health care provider concerning the Respondent. The Respondent hereby waives any privileges

concerning such information, reports, records and disclosures to the Board. The health care professional shall confirm in writing, within ten (10) days of the Board's acceptance of this Agreement, her agreement and undertaking with respect to the obligations set forth in this Agreement, and shall notify the Board if the Respondent withdraws any waiver filed in connection with this Agreement. The Respondent may not terminate treatment with, or change the identity of the health care professional without prior Board approval. The Respondent has chosen Woodrow Havens M.D. and Kenneth Kraft, Ph.D. as the health care professionals who shall fulfill the monitoring requirements of this paragraph.

I. The Respondent shall engage in the practice of medicine pursuant to his employment as Medical Director of the Plymouth Campus Detoxification Unit and Outpatient Clinic of High Point Treatment Center (hereinafter "High Point") in Plymouth, Massachusetts. The Respondent may also provide on call coverage and/or outpatient services at High Point's other locations, including the Meadowbrook Campus in Brockton, Massachusetts; the Taunton Outpatient Clinic in Taunton, Massachusetts; the New Bedford Outpatient Clinic, located at 842 Purchase Street in New Bedford, Massachusetts; and the New Bedford Outpatient Clinic located at 497 Belleville Avenue in New Bedford, Massachusetts. The Respondent shall not engage in the practice of medicine at any other location until the Board has approved a practice plan and monitor for that location.

J. Until the Board, upon petition of the Respondent, orders otherwise, the Respondent's practice of medicine shall be monitored by Michael Liebowitz, M.D. Dr. Liebowitz, or his Board-approved successor, shall conduct monthly assessments of the Respondent's practice of medicine, including a review of ten (10) randomly selected patient charts and consultation with the Respondent. Dr. Liebowitz, or his Board-approved successor, shall file quarterly reports, on a form provided by the Board, to the Board. Said reports shall document the dates and findings of the monthly reviews.

K. The Respondent shall complete ten (10) Board-designee approved Category I Continuing Medical Education ("CME") credits in ethics and ten (10) Board-Designee approved Category I CMEs in addiction medicine beyond the requirements for license

renewal. The Respondent must complete these CMEs within one year of the adoption of the Consent Order in this matter.

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 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.

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).

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.

6/15/12

Date

June 18, 2012

Date

Signed by Michael J.F. Iannessa

Respondent

Signed by W. Scott Liebert

Attorney for the Respondent

Accepted this 11th day of, July by the Board of Registration in Medicine.

Signed by Herbert H. Hodos

Herbert H. Hodos

Vice Chair