

COMMONWEALTH OF MASSACHUSETTS
BOARD OF REGISTRATION IN MEDICINE

MIDDLESEX, ss.

Adjudicatory Case No. 2022-044

_____)
In the Matter of)
)
Diana Deister, 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.

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 Diana Deister, 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.

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. She will comply with all laws and regulations governing the practice of medicine;
 - ii. She will notify the Board in writing within ten (10) days of any change in his name or address;
 - iii. She will timely renew her license to practice medicine;
 - iv. She will respond to inquiries from Board staff in a timely manner;
 - v. She 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-

C. The Respondent shall arrange, and pay the costs for, for an independent Board-approved entity/auditor to conduct quarterly audits of her patient charts for individuals with co-occurring disorders. The Board approved auditor will assess the adequacy of her documentation, the appropriateness of her prescribing practices, and meet with her to discuss the results. In addition, the auditor shall submit quarterly reports to the Board. Said audit shall consist of a review of twenty (20) charts per quarter. The Respondent shall only practice medicine at a Board-approved location(s). The Respondent may maintain a private practice in Brookline, Massachusetts, including a telemedicine practice, subject to the auditing requirements of this Agreement. The Respondent agrees to submit the name of a proposed auditor to the Board for approval within ninety (90) days of the date on which this Agreement is approved by the Board.

D. 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 record review under this Probation Agreement shall be submitted to the Board for approval within ninety (90) days after the Probation Agreement is approved by the Board. The Respondent agrees to waive any privileges she may have concerning such reports and disclosures to the Board by any such auditor.

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 her 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.

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 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, 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.

I. 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.

J. 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 she practices medicine; any in- or out-of-state health maintenance organization with whom she has privileges or any other kind of association; any state agency, in- or out-of-state, with which she has a provider contract; any in- or out-of-state medical employer, whether or not she 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 she has any kind of license to practice medicine. The Respondent shall also provide this notification to

any such designated entities with which she becomes associated for the duration of this Agreement. The Respondent is further directed to certify to the Board within ten (10) days that she 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).

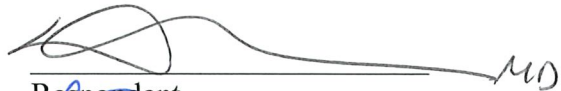
B. If the Respondent fails to comply with her obligations as set forth above, the Board may take further action, as agreed in Paragraph I.

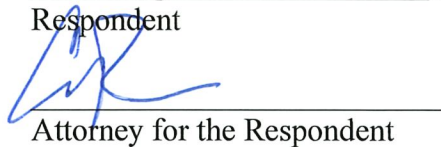
11-1-2024

Date

11/4/24

Date


Respondent


Attorney for the Respondent

Accepted this 7th day of November, 2024, by the Board of Registration in Medicine.


Booker Bush, M.D.
Chair