

COMMONWEALTH OF MASSACHUSETTS
BOARD OF REGISTRATION IN MEDICINE

MIDDLESEX, ss.

Adjudicatory Case No. 2018-063

)
In the Matter of)
)
Hooshang D. Poor, 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. 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.

II. PARTIES

The parties to this Agreement are the Board of Registration in Medicine (“the Board”) and, Hooshang D. Poor, M.D. (“the Respondent”).



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 three 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. Within ninety (90) days of approval of this Agreement, the Respondent shall complete a Practice Audit by a Board-approved entity¹ ("the Auditor,") involving a review of the Respondent's documentation, clinical skills, and billing in twenty-five (25) of his medical records, randomly selected by the Auditor. The Respondent agrees to comply, in a timely manner, with all recommendations made by the Auditor.

C. 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 at the following entities: Hellenic Nursing & Rehabilitation Center (Canton, MA); Stonehedge Rehabilitation and Skilled Care Center (West Roxbury, MA); Benjamin Healthcare Center (Boston, MA); Serenity Hill Nursing & Rehabilitation Center (Wrentham, MA); Maples Rehabilitation and Nursing Center (Wrentham, MA); Brockton Health Center (Brockton, MA); Vero Health & Rehab

¹ The Board will approve Lifeguard, PACE, and CPEP to complete the Practice Audit.

(Mattapan, MA); Garden Place HealthCare (Attleboro, MA); Franklin Health & Rehabilitation Center (Franklin, MA); Laurel Ridge Rehabilitation & Skilled Care Center (Jamaica Plain, MA); Cedar Hill Health Care Center (Randolph, MA); South Shore Rehabilitation & Skilled Care Center (Rockland, MA); and Mill Pond Rest Home (Ashland, MA).

D. The Respondent shall have a Board-approved worksite monitor for each Board-approved work site. Until the Board, upon petition of the Respondent, orders otherwise, the Respondent's practice shall be monitored by Christopher Joncas, M.D. Dr. Joncas, and any Board-approved successor, each month shall visit (on a rotating basis) one of the facilities at which Dr. Poor practices, review five (5) of the Respondent's randomly selected medical records each month, meet monthly with the Respondent, and review the Respondent's progress as to remediation of deficiencies identified in the Audit and/or Dr. Joncas' monthly record reviews. Dr. Joncas will monitor Dr. Joncas shall submit quarterly monitoring reports to the Board, on a form provided by the Board, and shall address both the Respondent's progress in remediating deficiencies and any other practice and record-keeping issues that Dr. Joncas may identify.

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 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 in writing 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.

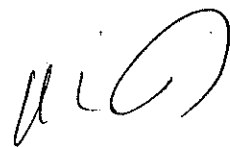
G. In the event the Respondent should leave Massachusetts to reside or practice out of the state, the Respondent shall promptly notify the Board in writing of the new location as well as the dates of departure and return. Periods of residency or practice outside Massachusetts will not apply to the reduction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

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 thirty (30) 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

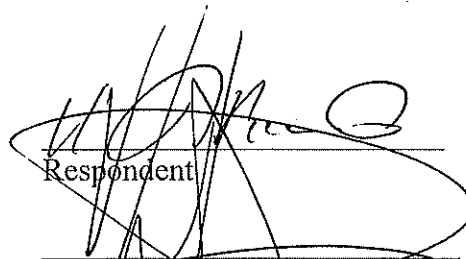
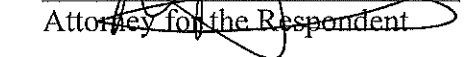


or any other kind of association; any state agency, in- or out-of-state, with which he has a provider contract; any in- or out-of-state medical employer, whether or not he practices medicine there; the Drug Enforcement Administration, Boston Diversion Group; Department of Public Health Drug Control Program, 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 Agreement. The Respondent is further directed to certify to the Board within thirty (30) 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 three-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.

12/20/18
Date
12/20/18
Date


Respondent

Attorney for the Respondent

Accepted this 20th day of December, 2018, by the Board of Registration
in Medicine.

Candace Lapidus Sloane, MD

Candace Lapidus Sloane, M.D.
Chair