

COMMONWEALTH OF MASSACHUSETTS
BOARD OF REGISTRATION IN MEDICINE

MIDDLESEX, ss.

ADJUDICATORY NO. 2020-001

_____)
In the Matter of)
)
Dale Wallington, 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.

Additionally, the respondent acknowledges and agrees that all prior reports during the current probation period in Connecticut have demonstrated no concerns with his practice; this agreement is contingent on all such reports demonstrating no concerns, failing which the Board reserves the right to modify the current probation agreement.

II. PARTIES

The parties to this Agreement are the Board of Registration in Medicine (“the Board”) and, Dale Wallington, 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 eighteen months. Such monitoring shall run co-terminus with the provisions of a Consent Order dated May 21, 2019 by the Connecticut Department of Public Health (hereinafter “Connecticut Consent Order”), which provides, among other provisions, for a period of probation for eighteen months (18). 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. The Respondent agrees to comply with all provisions of the Connecticut Consent Order.
- C. The Respondent shall provide written supervisor monitoring reports directly to the Massachusetts Board once every three (3) months during the probationary period. The monitoring reports generated in Connecticut shall be sufficient to satisfy this requirement.

Copies of all monitoring reports, from the time the Connecticut Consent Order began on May, 1, 2019, shall be provided to the Board within 30 days of the date of this Probation Agreement.

D. The Respondent shall have a Board-approved worksite monitor for the duration of the probation agreement. The Board accepts the monitor approved pursuant to the Connecticut Consent Order. The Respondent shall document his/her remediation of any deficiencies identified by monitoring reports filed every three months by the Board-approved monitor. The Respondent's practice of medicine will be monitored by the medical doctor designated in the Connecticut Consent Order.

E. The Respondent agrees to provide all written reports at any time generated pursuant to the Connecticut Consent Order to the Board, including, but not limited to, reports of any record reviews, assessments or audits within thirty (30) days after this Probation Agreement is approved by the Board. The Respondent agrees to waive any privileges he/she 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 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 Connecticut 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 Connecticut 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 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; 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

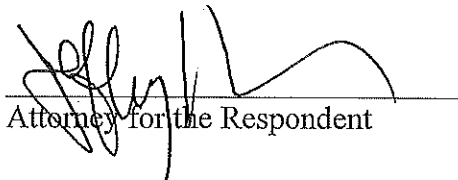
A. If the Respondent complies with his or her obligations as set forth above and all monitoring reports demonstrate no concerns outlined in any of them, the Board, at the expiration of the eighteen month period, shall, upon petition by the Respondent, terminate the Respondent's probationary period and probation with the Board, assuming there is no other derogatory information on the respondent, 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 disciplined, as agreed in Section I.

1/9/2020
Date


Respondent – Dale Wallington, M.D.

1/9/2020
Date


Attorney for the Respondent

Accepted this 9 day of January, 2020, by the Board of Registration in Medicine.

Candace Lapidus Sloane, MD
Candace Lapidus Sloane, M.D.
Chair