

COMMONWEALTH OF MASSACHUSETTS
BOARD OF REGISTRATION IN MEDICINE

MIDDLESEX, ss.

Adjudicatory Case No. 2022-004

In the Matter of)
)
)

Robert P. Wespiser, 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, will 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 acknowledges and agrees that acceptance by the Board of a Consent Order providing for a reprimand of his license has no effect on the ability of the Board to immediately suspend the Respondent's license to practice medicine or impose a lesser sanction should he be found in violation of this Probation Agreement. 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 Robert P. Wespiser, 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 shall complete an assessment with Physician Health Services ("PHS") within 30 days of the Board's acceptance of this Agreement and follow all PHS recommendations. The Respondent shall submit the results of his PHS assessment to the Board within 60 days of the Board's acceptance of this Agreement.
- B. The Respondent agrees to undergo monitoring of his HIPAA compliance and electronic medical records access by a Board-approved workplace monitor who shall submit quarterly reports to the Board on a form provided by the Board. The Respondent may petition for termination of the Probation Agreement upon the Board's receipt of four consecutive favorable quarterly reports by the Board-approved monitor and demonstrated compliance with any PHS recommendations. Any periods during which the Respondent is not practicing medicine during the probationary period, shall extend the probationary period.

C. The Respondent shall file, within thirty (30) days of the execution of this Probation Agreement, written releases and authorizations sufficiently broad in scope so as to allow the Board to obtain any and all medical and laboratory reports, treating physicians' reports and records concerning the Respondent's treatment during the probationary period.

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, ss. 167-178; 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 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 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, 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 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 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 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 successfully petitions the Board for termination sooner, pursuant to Paragraph IV(B), or if the Respondent's probation is extended in accordance with paragraph IV(B).

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

Jan. 7, 2022

Date

01/11/2022

Date

P. M. [Signature]

Respondent

W. L. [Signature]

Attorney for the Respondent

Accepted this 20th day of January, 2022, by the Board of
Registration in Medicine.

[Signature]

Julian Robinson, M.D.

Chair