

COMMONWEALTH OF MASSACHUSETTS
BOARD OF REGISTRATION IN MEDICINE

MIDDLESEX, SS

Adjudicatory Case No. 2015-014
(RM-15-165)

In the Matter of)
)
)

Julieta Holman, M.D.)
_____)

ORDER

The Board of Registration in Medicine does hereby ALLOW the Petition to Stay Suspension.

Date: December 6, 2018

Candace Lapidus Sloane, MD

Candace Lapidus Sloane, M.D.
Chair
Board of Registration in Medicine

COMMONWEALTH OF MASSACHUSETTS
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MIDDLESEX, ss.

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In the Matter of _____
Julieta Holman, 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, Julieta Holman, 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 five 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. The Respondent shall refrain from all consumption of alcohol, and use of all controlled substances, unless specifically prescribed by a treating physician for a legitimate medical purpose and in the usual course of the treating physician's medical practice. The treating physician shall have been informed of any substance abuse history of the Respondent before issuing any such prescription. The Respondent shall immediately notify the Board in writing any time that any treating physician writes a prescription for the Respondent for a controlled substance in Schedules II through IV, inclusive.
- C. The Respondent shall not prescribe any controlled substances to herself or any member of her family, and agrees that this provision shall survive the probationary period. The prescribing of controlled substances under this paragraph must be in accordance with all applicable state and federal controlled substance registration requirements.

D. The Respondent has entered into a substance use monitoring contract, dated September 19, 2014, in a form acceptable to the Board, with Physician Health Services, Inc. ("PHS") of the Massachusetts Medical Society. The Respondent agrees to abide fully by all terms of this contract for the duration of this probationary period. This contract includes a provision that PHS will immediately notify (within 24 hours) 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 this contract.

E. The Respondent shall undergo random bodily fluid screenings as required by PHS or as may be required by the Board, which requirement may be reasonably modified from time to time consistent with scientific or practical advances in the field of alcohol and drug detection. The Respondent shall submit random samples at least weekly on average, or at such other frequency as the Board or PHS may require, such as the requirement for daily samples using Sober-link, or a similar type device. An officer of PHS shall file reports of the screening evaluations completed during the previous three months with the Board within thirty (30) days as part of their quarterly report. Said reports shall specify the dates on which samples were taken and shall specify the results of the analysis of such samples and shall be signed by the person in charge. In addition, the Respondent shall obtain the written agreement of PHS to notify the Board immediately by telephone and in writing.

1. a) in the event that Respondent's sample is found to contain any evidence of alcohol or any controlled substance in violation of this Probation Agreement; or
- b) in the event that PHS has other reliable evidence that the Respondent has used alcohol or any controlled substance in violation of this Probation Agreement;

2. in the event that the Respondent misses any random bodily fluid test, excluding an administrative or laboratory mistake beyond the Respondent's control;
3. in the event that the Respondent refuses to cooperate with PHS in monitoring bodily fluids in any manner; or
4. in the event that the Respondent withdraws any waiver filed in connection with this Probation Agreement; or
5. in the event that the PHS contract is terminated for any reason other than successful completion of the contract, as determined by the Director of PHS.

The Respondent agrees to waive any privileges she may have concerning such reports and disclosures to the Board by PHS.

F. The Respondent shall at all times during the length of the probationary period be reasonably available to provide an immediate bodily fluid screen at the request of the Board.

G. The Respondent shall be under the care of a Board-approved licensed or certified health care professional experienced in the treatment of substance use or substance abuse 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 his or 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 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 accepting this Agreement, his or 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 Mark O'Connell, Ph.D. and Carl Salzman, M.D. as the healthcare professionals who shall fulfill the monitoring requirements of this paragraph.

H. The Respondent shall engage in the practice of medicine only under such conditions as the Board may impose and at a Board-approved worksite. The Respondent may only practice medicine at an outpatient office located at 226 Massachusetts Avenue, Arlington, Massachusetts, not more than 30 clinical hours per week, providing psychopharmacology and psychotherapy services. The Respondent will not practice psychoanalysis. The Respondent shall have a Board-approved worksite monitor. The Respondent's practice of medicine will be monitored by psychiatrists, Amy Gagliardi, M.D. and Beth Murphy, M.D., who shall file quarterly reports to the Board on a form provided by the Board. The Respondent shall comply with the terms of the Transitional Practice Plan which is attached hereto and incorporated by reference in this Agreement.

I. The Respondent shall comply with all recommendations of the Acumen Assessments report dated September 17, 2014.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 health care professional referenced in Paragraph G, and 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.

Q. 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.

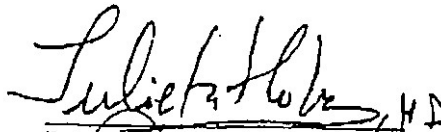
V. TERMINATION OF PROBATION

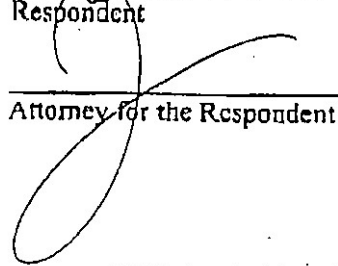
A. If the Respondent complies with his or her obligations as set forth above, the Board, at the expiration of the five-year period, shall, upon petition by the Respondent, terminate the Respondent's probationary period and probation with the Board, unless the Respondent's probation is extended in accordance with paragraph IV(A).

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

4 December 2018
Date

12/14/18
Date


Respondent


Attorney for the Respondent

Accepted this 6 day of December, 2018, by the Board of Registration in Medicine.

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

Board of Registration in Medicine
TRANSITIONAL PRACTICE PLAN
Julietta Holman, M.D.

Julietta Holman, M.D. ("Dr. Holman") shall engage in the practice of medicine at an outpatient office located at 226 Massachusetts Avenue, Arlington, MA 02474 for a one-year period (excluding Step One and Step Two), unless this period is extended by Amy Gagliardi, M.D. ("Dr. Gagliardi"), as determined in her professional judgment, or by the Licensing Committee. Dr. Holman, Dr. Gagliardi and Beth Murphy, M.D. ("Dr. Murphy") agree to the following terms and conditions:

Step One: (Week 1-2) For a minimum period of twenty (20) hours per week for two weeks, Dr. Holman will shadow Dr. Murphy, or other McLean Hospital attending psychiatrists approved by Dr. Murphy and reporting to Dr. Murphy, without any patient responsibilities at McLean Hospital. During this period, Dr. Holman will document clinical observations, diagnosis and treatment plan for each observation. This period may be extended by Dr. Murphy or Dr. Gagliardi, as determined in their professional judgment after consultation, and Dr. Gagliardi agrees to notify the Licensing Committee if the period is to be extended.

Step Two: (Approximately weeks 3-4) Following the successful completion of Step One, for a minimum period of twenty (20) hours per week, Dr. Holman will assume patient care responsibilities under the direct supervision of Dr. Murphy, or other McLean Hospital attending psychiatrists approved by Dr. Murphy and reporting to Dr. Murphy. This period may be extended by Dr. Murphy or Dr. Gagliardi, as determined in their professional judgment after consultation, and Dr. Gagliardi agrees to notify the Licensing Committee if this period is to be extended.

Step Three: (Approximately weeks 5-10) Following the successful completion of Step Two, Dr. Holman will examine patients independently and will be required to discuss her clinical observations, diagnosis and treatment plan for each patient with Dr. Gagliardi at the end of each day. This period may be extended by Dr. Gagliardi, as determined in her professional judgment, and Dr. Gagliardi agrees to notify the Licensing Committee if this period is to be extended.

Step Four: (Approximately weeks 11-52) Following the successful completion of Step Three, for the remainder of the supervised period, Dr. Holman's practice will be monitored by Dr. Gagliardi with direct observation at least once per week. Dr. Gagliardi's role shall be to meet weekly for clinical supervision to review cases and discuss, among other topics, the maintenance of psychiatrist-patient boundaries and a review of Dr. Holman's protocols and practices for managing transference and counter-transference with patients. During Step Four, upon notification and approval by the Licensing Committee, Dr. Gagliardi may transition the meetings with Dr. Holman from weekly to biweekly.

Should Dr. Gagliardi not comply with the monitoring terms for any reason or if it is determined that Dr. Holman's patient care does not meet the Board's acceptable standard of care, Dr. Holman must stop practicing immediately until another supervising physician has been approved by the Licensing Committee.

Upon successful completion of the supervisory period, Dr. Holman may petition the Licensing Committee for termination of the Transition Plan. Should the Licensing Committee have reason to believe that additional time and/or evaluations would be useful, it may request further modification of the Transition Plan. Upon consideration, the Licensing Committee may recommend termination of the Plan to the full Board.

Signed: Julie Holman 4 November, 2018
Dr. Holman Date

The undersigned has read and understood Dr. Holman's Transitional Practice Plan:

Signed: Arcangelo 11/4/18
Dr. Gagliardi Date

The undersigned has read and understood Dr. Holman's Transitional Practice Plan:

Signed: Beth Murphy 11/5/18
Dr. Murphy Date

Reporting Requirements

During the supervisory period of one-year, Dr. Gagliardi will provide monthly reports to the Licensing Unit for at least six months, and then bimonthly for the following six months. In addition to clinical assessments, these reports will include Dr. Gagliardi's feedback from clinical and administrative staff with regard to Dr. Holman's standard of care and professionalism. Should at any time Dr. Gagliardi determine that Dr. Holman's patient care does not meet the Board's acceptable standard of care, Dr. Gagliardi agrees to notify the Board immediately, by telephone and in writing. Upon review and determination by the Board Designee, Dr. Holman must stop practicing medicine immediately.

Other Requirements

After Steps One and Two, Dr. Holman may not practice medicine at any location other than 226 Massachusetts Avenue, Arlington, MA 02474, until the Licensing Committee, upon Dr. Holman's Petition, approves the clinical setting, practice plan and monitor.

Dr. Holman will be responsible for providing psychopharmacology and psychotherapy services.

Dr. Holman will be seeing solely adult outpatients in the outpatient setting. There will be no on-call scheduled. Vacation coverage to be provided by colleagues including Drs. Mark Frankel, Brad Ruzicka and Amy Gagliardi.

Dr. Holman will not work more than 30 clinical hours per week.

Dr. Holman will refrain from practicing psychoanalysis.

Dr. Holman will participate and remain in compliance with PHS contract.

Dr. Holman will comply with all other outstanding recommendations of Acumen Assessments from report of 2014.

RESPONDENT'S PROPOSED PRACTICE PLAN

Julieta Holman, M.D.

Practice Location, Privileges and Credentials

Dr. Holman would practice at an outpatient office located at 226 Massachusetts Avenue, Arlington, MA 02474. She would not be seeking credentials at this time.

Duties and Responsibilities of Dr. Holman

1. Dr. Holman would be responsible for the following:
 - a. Provision of psychopharmacology services
 - b. Provision of psychotherapy services
2. Dr. Holman will not work more than 30 clinical hours per week.
3. Dr. Holman will refrain from practicing psychoanalysis.
4. Dr. Holman will participate and remain in compliance with PHS contract.
5. Dr. Holman will comply with all other outstanding recommendations of Acumen Assessments from report of 2014.

Worksite Monitor

In accordance with the terms of her Probation Agreement, Dr. Holman will be monitored by Amy Gagliardi, M.D., who will be responsible for providing reports regarding Dr. Holman's practice to the Board on a quarterly basis. Dr. Gagliardi practices at McLean Hospital and a letter from Dr. Gagliardi with her curriculum vitae is attached to the Practice Plan.

Monitoring

Dr. Gagliardi's role shall be to meet weekly for clinical supervision to review cases and discuss, among other topics, the maintenance of psychiatrist-patient boundaries and a review of Dr. Holman's protocols and practices for managing transference and counter-transference with patients. Dr. Gagliardi will submit quarterly reports on compliance and progress in correcting any identified deficiencies to the Board.

Approximate Hours Worked Per Week

Dr. Holman will not work more than 30 clinical hours per week.

Outline of Coverage Plan and On-Call Schedules

Dr. Holman will be seeing solely adult outpatients in the outpatient setting. There will be no on-call scheduled. Vacation coverage to be provided by colleagues including Drs. Mark Frankel, Brad Ruzicka and Amy Gagliardi.

Percentage of Inpatient/Outpatient Care

100% outpatient care.