



8. Applicant's plan is to provide medical care to patients with a focus on achieving health and fitness through lifestyle modifications.

## **II. AGREEMENT AS TO TERMS AND CONDITIONS OF LICENSURE**

9. Applicant is knowingly and voluntarily agreeing to this Stipulation and Consent Order. He agrees and understands that by executing this document he is waiving at this time any rights of due process that he may possess with regard to the issuance to him of a Vermont medical license with accompanying terms and conditions. He agrees that the Vermont Board of Medical Practice possesses and shall continue to maintain jurisdiction in this matter, including any required action to enforce the terms herein.
10. Applicant acknowledges that at all times he has had the right to be represented by counsel in this matter. Applicant agrees that he personally has read and carefully reviewed this document. Applicant agrees to accept and fully abide by the terms and conditions set forth below while this agreement remains in force.
11. Applicant agrees that the terms and conditions of this agreement shall be imposed concurrently with the issuance of Applicant's Vermont medical license.
12. Applicant understands and agrees that that the Vermont physician license issued pursuant to this agreement shall be issued with the designation "conditioned".
13. Applicant recognizes the responsibility of the Vermont Board of Medical Practice is to protect the health, safety and welfare of patients. He agrees to continue to provide his full cooperation with the Board in this matter and with regard to his practice and care of patients.

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14. Applicant acknowledges that the sole purpose of this agreement is to establish terms and conditions governing his supervised return to the practice of medicine. Applicant agrees to and accepts all terms and conditions herein without reservations and to do so in exchange for the Board's approval of this Stipulation and Agreement.
15. Applicant further agrees that this Stipulation and Agreement, without more, does not create a right to an unconditioned Vermont physician license and does not constitute a promise of any kind by the Board of Medical Practice regarding continued or future licensure. However, it is acknowledged that the license is conditioned solely for the purpose of execution of the reentry plan described herein and successful completion of the specified reentry activities will result in a full, unrestricted license upon the approval of the Board of Medical Practice.
16. Applicant agrees that the Board of Medical Practice may adopt Paragraphs 1 through 15 as its findings of fact and/or conclusion of law in this matter. He accepts and agrees that these paragraphs provide a sufficient basis for entry and enforcement of this Stipulation and Agreement by the Vermont Board of Medical Practice.

**A. SUPERVISION**

17. Applicant's agrees that his reentry program shall be with the Ludlow Health Care Clinic, located in Ludlow, VT a practice within Springfield Medical Care.
18. Applicant agrees that his primary supervising physician shall be Dr. Cecil Beehler, subject to the approval and in the sole discretion of the Board or its Licensing Committee. Any other physician, PA, or APRN providing monitoring, consultation

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and review of Applicant's practices shall be identified as secondary supervising practitioners and shall be subject to approval of the Board or the Investigative Committee assigned (herein after referred to as "Assigned Committee) to oversee the reentry program.

19. Phase I of the reentry program is 40 hours of direct patient care supervised by his primary supervising physician or secondary supervising practitioner.
20. During the first twenty hours of Phase I, Applicant shall observe his primary or secondary supervisors as they provide direct patient care.
21. In the second 20 hours of Phase I, Applicant shall be providing direct patient care. During this portion of Phase I, Applicant shall be directly observed by his primary supervising physician or one of his secondary supervising physicians.
22. Applicant shall complete the following Continuing Medical Education (CME) requirements in Phase I;
  - a. one hour on the topics of hospice, palliative care, or pain management services;
  - b. one hour on the topic on safe and effective prescribing of controlled substances; and
  - c. both CME courses must be approved for American Medical Association's Physician Recognition Award Category 1 Credit.
23. Applicant shall work on completing the Lifestyle Medicine Core Competency Program.

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24. During Phase I, Applicant shall meet with his primary supervising physician on a weekly basis to review Applicant's knowledge, skills, general professionalism, any deficiencies and overall ability to practice safely and competently.
25. Prior to the beginning of Phase 2, the primary supervisor will consult with the secondary supervisor physicians for the purpose of assessing whether Applicant is adequately prepared to see and care for patients without direct supervision.
26. Applicant shall provide to the Investigative Committee, a written letter assuring the Board that he has completed the CME requirements listed in paragraph 22.
27. During Phase II of Applicant's reentry program, Applicant shall complete at least 90 hours of practice, at least 45 hours of which shall be in the supervising provider's area of practice and up to 45 of the hours may be in the practice of lifestyle medicine. Applicant shall see and care for patients only when his primary supervisor physician or his secondary supervising physicians are readily available for consultation with Applicant and to provide any needed assistance or consultation. A supervising physician shall, without fail, carry out a chart review within one working day for each instance of patient care rendered by Applicant. Following review, each chart shall be attested to and dated by the reviewer, who shall be one of Applicant's supervising physicians.
28. The 45 hours of lifestyle medicine will require Applicant to work with patients on lifestyle changes and then collaborate with the patients' providers on an approach to improve the health of the patients.

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29. Applicant shall complete the Lifestyle Medicine Core Competency Program in Phase II and provide documentation to the Board confirming that he did complete the program.
30. The two phases described in paragraphs 20 through 27, shall total at least 130 hours of direct patient care.
31. The Vermont Board of Medical Practice, in its sole discretion and without need of notice or hearings, may extend the duration of either or both of the reentry phases described above, but only if reporting or information from Applicant's primary supervising physician indicates one or more areas of possible deficiency in Applicant's practice skills, knowledge or performance.
32. All patient care, that Applicant personally provides, shall be separately logged and documented by him in writing, including the patient's name, date and time of care, a brief summary of the care rendered, and the name of the supervising physician(s) who is involved or on duty at the time.
33. Applicant agrees that at the conclusion of the two phases outlined in paragraphs 20-27, he will begin the third phase of reentry, under this agreement for at least another 90 days.
34. Phase III of the reentry program shall consist of Applicant practicing Lifestyle Medicine which would require Applicant to see and care for patients on his own. As part of Phase III Applicant shall do the following;
  - a. Meet individually with his primary supervisor twice a month and;
  - b. Maintain a written record of the date, place and duration of each meeting and consultation with his supervising physician. Upon request by the Board

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or its agents, Applicant shall produce without delay such written record for review and copying.

35. Applicant may participate in a two-week lifestyle medicine rotation with Dr. Edward Phillips through the Institute of Lifestyle Medicine/Harvard Medical School. Applicant acknowledges that he will comply with any credentialing or licensing required to participate in the program.
36. Each meeting during all three phases of this agreement between Applicant and the primary supervising physician shall be of sufficient duration and involve discussion in sufficient detail to permit them to do the following:
  - a. Confer regarding the care of individual patients
  - b. Review charts and record keeping matters;
  - c. Discuss problems or concerns related to certain patients or complex cases;
  - d. Address general professional standards, expectations, and office-based practice;
  - e. Review, as needed, matters such as current research and studies, general fund of knowledge, patient safety, performance of procedures, prescribing, communication and counseling, and decision making; and
  - f. Discuss areas of weakness that might be addressed through CME or self-study.
37. Applicant understands and agrees that his return to the practice of medicine shall occur and continue only if the Board of Medical Practice, in its sole discretion, determines at all times that such continuation is consistent with prevailing professional standards, patient safety and the public welfare.

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**B. SPEX EXAM**

38. Applicant agrees that he shall arrange for and successfully pass the Special Purpose Exam (SPEX) of the Federation of State Medical Boards as a candidate sponsored by the Vermont Board of Medical Practice. Applicant understands and expressly agrees that he will take the SPEX exam and pass within the first six months of this signed Stipulation and Consent Order. Applicant understands and that he must have a reported SPEX examination score of at least 75. Applicant may request an extension of this requirement if he does not pass the SPEX exam within the first six months of this agreement. Applicant understands and agrees that he shall be limited to three attempts to successfully complete and pass the SPEX examination. Any subsequent examination attempts shall require
- a. Board approval and sponsorship, to be determined in the Board's sole discretion; and
  - b. a one year waiting period from the date of the last attempt. Applicant shall bear all costs.

**C. REENTRY AGREEMENT**

39. Applicant agrees to enter a reentry agreement with his primary supervisor, Dr. Cecil Beehler. Any change in the reentry agreement shall be subject to the approval of the assigned Investigative Committee or the Board.
40. Applicant shall be responsible for ensuring that the reentry complies with the terms and obligations of the Reentry Agreement that shall be signed by both Applicant and the primary supervisor. The Reentry Agreement is attached hereto as "Exhibit A".

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41. Applicant shall provide to the Board, within one week of his completing the 130 hours of direct supervision, a written report from his primary supervisor. The report shall include information regarding Applicant's competency in performing physical exams, taking a medical history, and developing a diagnosis and making a treatment plan, as well as Applicant's practice activities and workload, knowledge and skills, any problem or concerns, and ability to practice safely.
42. Applicant shall provide a copy of this Stipulation and Agreement to his primary supervisor.
43. Applicant shall provide to the Board during the third phase of reentry a monthly written report from his primary supervisor. The report shall include information specified in paragraph 30.
44. After the Applicant successfully completes his 90<sup>th</sup> day under Phase III of the reentry program and has passed the SPEX exam, Applicant may request relief from the conditions on his license. The Board shall not take any action on that request without receiving the final written report from his primary supervisor.
45. Applicant shall comply with the terms and obligations of the Reentry Agreement.
46. Applicant shall be solely responsible for all costs associated with the reentry agreement. Applicant shall be responsible for ensuring that the primary supervisor's reports are timely submitted to the Committee.
47. Applicant agrees that his reentry agreement with the primary supervisor shall provide that the primary supervisor immediately notify the Board if the Applicant has engaged in practice that does not meet the standard of care. Applicant must also immediately notify the Board if the primary supervisor informs him of a belief

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that the Applicant may have engaged in practice that does not meet the standard of care.

48. Applicant agrees to allow a Board member, an investigator for the Board or an Assistant Attorney General to speak with applicant's primary supervisor regarding his ability to practice. The agreement with the primary supervisor must include Applicant's consent to having the primary supervisor speak with a Board representative and the primary supervisor's agreement to do so.

**D. MODIFICATION OF TERMS**

49. The Vermont Board of Medical Practice, in its sole discretion, may require that Applicant pursue an additional period of supervised practice, retraining or additional training in certain subjects or fields, but only if:
- a. reporting or information from Applicant's supervising physicians or practice site indicates one or more areas of possible deficiency in Applicant's practice skills, knowledge or performance;
  - b. The Board receives credible information regarding deficiency in Applicant's practice skills, knowledge, performance, or conduct. The Board will advise Applicant of the adverse information and provide Applicant an opportunity to respond before any final action by the Board.
50. The parties agree that Applicant's continuing formalized association with Springfield Medical Care is a material term of this agreement. The parties agree that interruption or cessation of practice or employment during the required period shall constitute a circumstance of non-compliance by Applicant with the terms and conditions of this agreement and shall require Applicant to voluntarily and

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immediately cease any and all practice activities. The Board, in its sole discretion, shall promptly consider and approve or disapprove any petition from Applicant or the State, regarding such cessation.

**E. ADDITIONAL TERMS**

51. All terms and conditions of this agreement shall be imposed concurrently with any reinstatement of Applicant's Vermont medical license.
52. The parties agree that this Stipulation and Consent Order shall be a public document, shall be made part of Applicant's licensing file, and shall be reported as a conditioned license to other licensing authorities and/or entities including, but not limited to, the National Practitioner Data Bank and the Federation of State Medical Boards.
53. This Stipulation and Consent Order is subject to review and acceptance by the Vermont Board of Medical Practice and shall not become effective until presented to and approved by the Board. If the Board rejects any part of this Stipulation and Consent Order, the entire agreement shall be considered void. However, should the terms and conditions of this Stipulation and Consent Order be deemed acceptable by the Board, the parties request that the Board enters an order adopting the facts and/or conclusions herein and all terms and conditions of licensure as set forth herein, including that this license is conditioned.
54. Applicant agrees that all terms and conditions herein may be adopted as an enforceable order of the Board. Applicant agrees that the Board of Medical Practice shall retain continuing jurisdiction in this matter and may enforce as necessary all terms and conditions herein.

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Dated at Burlington, Vermont, this 15 day of February, 2017.

STATE OF VERMONT  
THOMAS J. DONOVAN, JR.  
ATTORNEY GENERAL

by: Margaret O. Vincent  
MARGARET O. VINCENT  
Assistant Attorney General

Dated at Dorset, Vermont, this 9 day of February, 2017.

Scott Durgin  
SCOTT DURGIN, MD.  
Applicant

# EXHIBIT A

## **REENTRY AGREEMENT**

### **Vermont Board of Medical Practice**

#### **Scott Durgin, Physician Licensing Matter**

1. Pursuant to a Stipulation and Consent Order entered into by Scott Durgin, MD and the Vermont Board of Medical Practice (“the Board”), Dr. Durgin has engaged a primary supervisor to provide direct and continued supervision in his reentry program. The purpose of this Reentry Agreement is to set forth the terms of the supervision for Dr. Durgin’s within the Stipulation and Consent Order. This Agreement will be signed by the primary supervisor approved by the assigned Committee (“the Committee”) and Dr. Durgin.
2. The Reentry Agreement shall cover all three phases of the reentry plan. The Reentry Agreement will cease upon the Board’s removing the conditions on Dr. Durgin’s license. *(See Stipulation and Consent Order)*
3. In the event that the primary supervisor can no longer supervised Dr. Durgin, Dr. Durgin shall immediately notify the Board in writing. Dr. Durgin will immediately terminate his practice until he has found a new primary supervisor that is approved by the Committee assigned to Dr. Durgin’s agreement. Dr. Durgin shall provide the Committee with the name and curriculum vitae of the proposed new primary supervisor. The Committee will provide written notification to Dr. Shapiro indicating whether it approves of the new proposed primary supervisor.
4. Dr. Durgin shall provide the primary supervisor with a copy of the fully executed Stipulation and Consent Order.

5. Dr. Durgin shall be responsible for ensuring that the primary supervisor does the following:
  - a. The primary supervisor shall oversee that Dr. Durgin complete 40 hours of direct patient care supervised by his primary supervising physician or secondary supervising practitioner.
    - i. During the first twenty hours of Phase I, Dr. Durgin shall observe his primary or secondary supervisors as they provide direct patient care.
    - ii. In the second 20 hours of Phase I, Dr. Durgin shall be providing direct patient care. During this portion of Phase I, Dr. Durgin shall be directly observed by his primary supervising physician or one of his secondary supervising physicians.
  - b. During the second phase of Dr. Durgin's reentry plan the primary supervisor shall ensure that Dr. Durgin only sees and cares for patients when a supervising physician is readily available for consultation with Applicant and that the supervising physician provide any needed assistance or consultation. Further that a supervising physician shall, without fail, carry out a chart review within one working for day each instance of patient care rendered by Dr. Durgin.
  - c. The meetings between Dr. Durgin and his primary supervisor shall be of sufficient duration and involve discussion in sufficient detail to include at least the following:
    - i. Confer regarding the care of individual patients;
    - ii. Review charts and record keeping matters;

- iii. Discuss problems or concerns related to certain patients or complex cases;
  - iv. Address general professional standards, expectations, and office-based practice;
  - v. Review, as needed, matters such as current research and studies, general fund of knowledge, patient safety, performance of procedures, prescribing, communication and counseling, and decision making; and
  - vi. Discuss areas of weakness that might be addressed through CME or self-study.
- d. Provide a written report within one week after Dr. Durgin has completed the first two phases of reentry. The primary supervisor shall provide a monthly report during the third phase reentry. The reports shall at least include the following;
- i. Applicant's competency in performing physical exams;
  - ii. Applicant's competency in taking a medical history;
  - iii. Applicant's ability to develop a diagnosis and make a treatment plan;
  - iv. Applicant's practice activities and workload;
  - v. Applicant's knowledge and skills;
  - vi. any problem or concerns that the primary supervisor has viewed or any reports he has received from other supervisors regarding problems or concerns they have noted regarding the Applicant;
  - vii. and the Applicant's ability to practice safely.

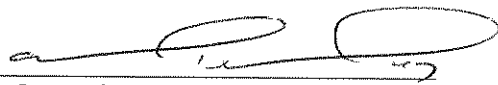


6. Dr. Durgin and the primary supervisor agree that the primary supervisor shall discuss his observations regarding Dr. Durgin's ability to practice upon request by a Board member, investigators for the Board or an Assistant Attorney General.
7. Dr. Durgin and the primary supervisor agree that the primary supervisor will immediately notify the Board if there is any indication that Dr. Durgin has engaged in practice that does not meet the standard of care.
8. Dr. Durgin and the primary supervisor agree that they have both read this Agreement in its entirety, and agree to all of the terms and obligations set forth herein.
9. Dr. Durgin and the primary supervisor agree that the terms of this Agreement cannot be amended or modified in any way without written approval of the Committee.

DATED at \_\_\_\_\_, Vermont, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Scott Durgin, M.D.  
Respondent

DATED at Luxmo, Vermont, this 11 day of FEBRUARY, 2017.

  
\_\_\_\_\_  
Primary Supervisor

## REENTRY AGREEMENT

### Vermont Board of Medical Practice

#### Scott Durgin, Physician Licensing Matter

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2. The Reentry Agreement shall cover all three phases of the reentry plan. The Reentry Agreement will cease upon the Board's removing the conditions on Dr. Durgin's license. (*See Stipulation and Consent Order*)
3. In the event that the primary supervisor can no longer supervised Dr. Durgin, Dr. Durgin shall immediately notify the Board in writing. Dr. Durgin will immediately terminate his practice until he has found a new primary supervisor that is approved by the Committee assigned to Dr. Durgin's agreement. Dr. Durgin shall provide the Committee with the name and curriculum vitae of the proposed new primary supervisor. The Committee will provide written notification to Dr. Shapiro indicating whether it approves of the new proposed primary supervisor.
4. Dr. Durgin shall provide the primary supervisor with a copy of the fully executed Stipulation and Consent Order.

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- a. The primary supervisor shall oversee that Dr. Durgin complete 40 hours of direct patient care supervised by his primary supervising physician or secondary supervising practitioner.
    - i. During the first twenty hours of Phase I, Dr. Durgin shall observe his primary or secondary supervisors as they provide direct patient care.
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    - ii. Review charts and record keeping matters;

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- iii. Discuss problems or concerns related to certain patients or complex cases;
  - iv. Address general professional standards, expectations, and office-based practice;
  - v. Review, as needed, matters such as current research and studies, general fund of knowledge, patient safety, performance of procedures, prescribing, communication and counseling, and decision making; and
  - vi. Discuss areas of weakness that might be addressed through CME or self-study.
- d. Provide a written report within one week after Dr. Durgin has completed the first two phases of reentry. The primary supervisor shall provide a monthly report during the third phase reentry. The reports shall at least include the following;
- i. Applicant's competency in performing physical exams;
  - ii. Applicant's competency in taking a medical history;
  - iii. Applicant's ability to develop a diagnosis and make a treatment plan;
  - iv. Applicant's practice activities and workload;
  - v. Applicant's knowledge and skills;
  - vi. any problem or concerns that the primary supervisor has viewed or any reports he has received from other supervisors regarding problems or concerns they have noted regarding the Applicant;
  - vii. and the Applicant's ability to practice safely.

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6. Dr. Durgin and the primary supervisor agree that the primary supervisor shall discuss his observations regarding Dr. Durgin's ability to practice upon request by a Board member, investigators for the Board or an Assistant Attorney General.
7. Dr. Durgin and the primary supervisor agree that the primary supervisor will immediately notify the Board if there is any indication that Dr. Durgin has engaged in practice that does not meet the standard of care.
8. Dr. Durgin and the primary supervisor agree that they have both read this Agreement in its entirety, and agree to all of the terms and obligations set forth herein.
9. Dr. Durgin and the primary supervisor agree that the terms of this Agreement cannot be amended or modified in any way without written approval of the Committee.

DATED at Dorset, Vermont, this 9<sup>th</sup> day of February, 2017.

  
\_\_\_\_\_  
Scott Durgin, M.D.  
Respondent



DATED at \_\_\_\_\_, Vermont, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Primary Supervisor

ORDER

The Vermont Board of Medical Practice, so Orders, that the Vermont Physician License of SCOTT DURGIN, shall be a Conditioned License subject to the above Terms and Conditions.

FOREGOING, AS TO SCOTT DURGIN, PHYSICIAN  
APPROVED AND ORDERED  
VERMONT BOARD OF MEDICAL PRACTICE

	
_____ Scott Durgin	_____ Brenda Burger
_____ Jc M. Au	_____ Tom Durgin
_____ Mary Gannon	_____ Mary Gannon
_____ John Miller	_____
_____	_____

DATED: March 1<sup>st</sup>, 2017  
ENTERED AND EFFECTIVE: March 1<sup>st</sup>, 2017