

STATE OF VERMONT
BOARD OF MEDICAL PRACTICE

In re: Jeffery L. Allyn)
)
) Licensing Matter

STIPULATION AND CONSENT ORDER

NOW COME Jeffery L. Allyn, by and through Edward G. Adrian, Esq., and the State of Vermont, by and through Attorney General, Thomas J. Donovan, Jr. and stipulate as follows:

1. Jeffery L. Allyn (“Applicant”) filed an application for a Vermont medical license in September of 2021. Applicant holds an unrestricted medical license from the State of Iowa.
2. Jurisdiction rests in the Vermont Board of Medical Practice (“Board”) pursuant to 26 V.S.A. §§ 1353, 1391, 1398 and 3 V.S.A. §§ 809 and 814(c)-(d).

BACKGROUND

3. Applicant received his medical degree from Tulane University Medical School and his postgraduate training for Family Practice at Broadlawns Medical Center in Des Moines, Iowa.
4. Applicant was previously Board certified in family practice, hospice and palliative medicine, and addiction medicine.
5. Between 1988 and 2012, Applicant practiced family medicine and palliative care and hospice medicine at hospitals and with practice groups in Iowa.
6. Applicant stopped practicing medicine in February of 2012 due to health issues and his Iowa medical license expired in November 2013.
7. Applicant completed over 600 hours of CME in 2020 and received an unrestricted medical license from the State of Iowa in June 2021.

8. Applicant executed a five-year monitoring agreement with the Vermont Practitioner Health Program (“VPHP”) that began on December 27, 2021.

9. Gifford Healthcare has agreed to have Applicant do a reentry program under the Supervision of Dr. Emilija O. Florance.

10. Applicant plans to practice family medicine at Gifford Primary Care in Randolph, Vermont.

II. AGREEMENT AS TO TERMS AND CONDITIONS OF LICENSURE

11. 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 regarding the issuance to him of a Vermont medical license with accompanying terms and conditions. He agrees that the Board possesses and shall continue to maintain jurisdiction in this matter, including any required action to enforce the terms herein.

12. Applicant acknowledges that he is knowingly and voluntarily entering into this agreement with the Board. He acknowledges he has had the advice of counsel regarding this matter and in the review of this Stipulation and Consent Order. Respondent is fully satisfied with the legal representation he has received in this matter.

13. Applicant agrees that the terms and conditions of this agreement shall be imposed concurrently with the issuance of Applicant’s Vermont medical license.

14. Applicant understands and agrees that the Vermont medical license issued pursuant to this agreement shall be issued with the designation “CONDITIONED”.

15. Applicant recognizes the responsibility of the Board 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.

16. Applicant acknowledges that the purpose of this agreement is to establish terms and conditions governing his supervised return to the practice of medicine, as well as terms and conditions that will govern his practice of medicine after the supervision ends. 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 Consent Order.

17. Applicant further agrees that this Stipulation and Consent Order, without more, does not create a right to an unconditioned Vermont medical license and does not constitute a promise of any kind by the Board regarding continued or future licensure.

18. Applicant agrees that the Board may adopt Paragraphs 1 through 48 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 Board.

A. SUPERVISION

19. Applicant agrees that his reentry program shall be with Gifford Primary Care, located in Randolph, Vermont.

20. Applicant agrees that his primary supervising physician shall be Dr. Emilija O. Florance. If Dr. Florance relies on the input of any other licensed healthcare providers in the place of direct observation or chart review, she should note that in her reports and identify the healthcare provider who gave the input.

21. There are three phases to the reentry program.

22. In Phase I of the reentry program, Applicant will provide forty (40) hours of direct patient care supervised by his primary supervising physician or secondary supervising provider. During the first 20 hours of Phase I, Applicant preferably will observe his primary supervisor as she provides direct patient care, but he may observe a secondary supervising provider provide direct patient care if warranted by the circumstances. During the second twenty (20) hours, Applicant will provide direct patient care under direct observation of his primary supervising physician or a secondary supervising provider. Applicant shall provide a copy of this Stipulation and Consent Order and the Reentry Agreement to any secondary supervisor who will supervise him.

23. During Phase I, Applicant shall meet with this primary supervising physician on a weekly basis to review his knowledge, skills, general professionalism, any deficiencies, and overall ability to practice safely and competently.

24. Applicant shall complete the following CME requirements in Phase I:

- a. Management of hypertension;
- b. Management of diabetes; and
- c. Management of chronic pain.
- d. CME courses must be approved for the American Medical Association's Physician Recognition Award Category 1 credit.
- e. Applicant shall submit the certificates of attendance to the Assigned Committee and/or Board upon completion of the CME courses.

25. Prior to beginning Phase II, Dr. Allyn shall ensure that Dr. Florance, with input from other supervising providers as appropriate, provides a written assessment of Dr. Allyn's

preparedness to see patients without direct supervision. A copy of the assessment shall be provided to the Assigned Committee.

26. In Phase II of the reentry program, Applicant will complete at least 120 hours of practice. Applicant will only see and care for patients when his supervising physician or secondary supervising providers are available. Applicant's primary supervising physician or a secondary supervising provider shall conduct a chart review within one working day for each instance of care rendered by Applicant.

27. Prior to beginning Phase III, Dr. Allyn shall ensure that Dr. Florance, with input from other supervising providers, as appropriate, provides a written assessment of Dr. Allyn's preparedness to commence Phase III. A copy of the assessment shall be provided to the Assigned Committee.

28. In Phase III of the reentry program, Applicant will see patients on his own for at least 120 hours of practice and shall meet with his primary supervising physician twice per month.

29. During all three phases of the reentry program, each meeting between Applicant and his supervising providers will 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, documentation, and recordkeeping;
- 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.

30. The Board, in its sole discretion and without need of notice or hearings, may extend the duration of Phases I-III 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.

31. All procedures and 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.

32. Applicant understands and agrees that his return to the practice of medicine shall occur and continue only if the Board, in its sole discretion, determines at all times that such continuation is consistent with prevailing professional standards, patient safety, and the public welfare.

B. OTHER MATTERS

33. Applicant shall participate fully and in good faith in care, treatment, and monitoring under the auspices of VPHP for a period of five (5) years beginning on December 27, 2021. Applicant expressly agrees that he shall abide fully and in good faith with all provisions of his VPHP contract. Applicant shall not cease, terminate, or interrupt his participation in VPHP without the advance written approval of the Assigned Committee or Board, following presentation of a written petition from him in this regard. Applicant and VPHP may agree to

modifications of the provisions of his VPHP contract without Board approval, except for the length of time of the contract, which shall not be less than five (5) years. Applicant agrees that he shall take reasonable steps to ensure that the Assigned Committee may obtain, on written request to VPHP, copies of all written reports, information, or assessments related to his participation in VPHP with regard to his care, treatment, medical history, diagnosis, test results, or other matters. Applicant expressly agrees that VPHP may directly disclose such information to the Assigned Committee upon receipt of a written request to enable the Assigned Committee to verify the accuracy and completeness of such reports. Applicant further agrees to promptly execute any and all waivers and/or releases that may be required for VPHP to provide such reports and documentation to the Assigned Committee.

34. Applicant shall participate fully and in good faith with the Center for Personalized Education for Professionals ("CPEP") Educational Intervention Program Education Plan developed for him in May 2021. Applicant shall report, in writing, each instance of his noncompliance with the Education Plan to the Assigned Committee and/or Board within thirty-six hours of its occurrence. The Education Plan is attached hereto as "Exhibit A."

C. REENTRY AGREEMENT

35. Applicant agrees to enter a reentry agreement with his primary supervising physician, Dr. Emilija O. Florance. Any change in the reentry agreement shall be subject to the approval of the Assigned Committee or the Board.

36. Applicant shall be responsible for ensuring that the reentry program complies with the terms and obligations of the Reentry Agreement that shall be signed by both Applicant and the primary supervising physician. The Reentry Agreement is attached hereto as "Exhibit B."

37. Applicant shall provide a copy of this Stipulation and Consent Order to his primary supervising physician.

38. At the end of Phase III of the reentry program, Applicant shall provide to the Assigned Committee a final, written assessment from his primary supervising physician. The report shall include information regarding Applicant's competency, practice activities and workload, knowledge and skills, any problem or concerns, and ability to practice safely. After the Applicant successfully completes Phase III of the reentry program, he may request relief from the conditions on his license related to the reentry program. The Board shall not take any action on that request without receiving the final written report from his primary supervising physician.

39. Applicant shall comply with the terms and obligations of the Reentry Agreement.

40. Applicant shall be solely responsible for all costs associated with the reentry agreement. Applicant shall be responsible for ensuring that the primary supervising physician's reports are timely submitted to the Assigned Committee.

41. Applicant agrees that his reentry agreement with the primary supervising physician shall provide that the primary supervising physician shall 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 supervising physician informs him of a belief that the Applicant may have engaged in practice that does not meet the standard of care.

42. Applicant agrees to allow a Board member, an investigator for the Board, or an Assistant Attorney General to speak with applicant's primary supervising physician regarding his ability to practice. The agreement with the primary supervising physician must include

Applicant's consent to having the primary supervising physician speak with a Board representative and the primary supervising physician's agreement to do so.

D. MODIFICATION OF TERMS

43. 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 physician and providers or practice site indicates one or more areas of possible deficiency in Applicant's practice skills, knowledge, or performance; or
- b. The Board receives credible information regarding a 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.

44. The parties agree that Applicant's continuing formalized association with Gifford Healthcare 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 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

45. All terms and conditions of this agreement shall be imposed concurrently with Applicant's Vermont medical license.

46. 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.

47. This Stipulation and Consent Order is subject to review and acceptance by the Board 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 enter 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.

48. Applicant agrees that all terms and conditions herein may be adopted as an enforceable order of the Board. Applicant agrees that the Board shall retain continuing jurisdiction in this matter and may enforce as necessary all terms and conditions herein.

Dated at Montpelier, Vermont, this 26th day of January, 2022.

STATE OF VERMONT

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL


by: Kurt A. Kuehl Digitally signed by Kurt A. Kuehl
Date: 2022.01.26 08:46:19 -05'00'
Kurt A. Kuehl
Assistant Attorney General

Dated at RANDOLPH, Vermont, this 26 day of January, 2022.



Jeffery Allyn, M.D.
Applicant

Dated at Burlington, Vermont, this 27th day of January, 2022.

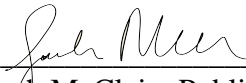


Edward G. Adrian, Esq.
Counsel for Applicant

AS TO JEFFERY ALLYN, MD

**APPROVED AND ORDERED
VERMONT BOARD OF MEDICAL PRACTICE**

Signed on Behalf of the Vermont Board of Medical Practice

By: 
Sarah McClain, Public Member
Chair
Vermont Board of Medical Practice

Vote documented in the Vermont Board of Medical Practice meeting minutes,
dated February 2, 2022.

Dated: February 2, 2022

REENTRY AGREEMENT

Vermont Board of Medical Practice

Jeffery L. Allyn, M.D., Physician Licensing Matter

1. Pursuant to a Stipulation and Consent Order entered into by Jeffery L. Allyn, M.D. and the Vermont Board of Medical Practice ("Board"), Dr. Allyn has engaged a primary supervising physician 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. Allyn within the Stipulation and Consent Order. This Agreement will be signed by the primary supervising physician approved by the assigned Committee ("Committee") and Dr. Allyn.
2. The Reentry Agreement shall cover all three phases of the reentry plan. The Reentry Agreement will cease upon the Board's removal of the related conditions on Dr. Allyn's license upon his request after he has successfully completed the reentry plan. (See Stipulation and Consent Order at ¶ 38)
3. If the primary supervisor can no longer supervise Dr. Allyn, Dr. Allyn shall immediately notify the Board in writing. If this occurs, Rachel Coombs, M.D. will assume primary supervisory duties until a new primary supervising physician is approved by the Committee. Dr. Allyn shall identify a new proposed primary supervising physician within sixty (60) days and provide the Committee with his or her name and curriculum vitae. The Committee will provide written notification to Dr. Allyn indicating whether it approves of the new proposed primary supervisor.

4. Dr. Allyn shall provide the primary supervisor and any secondary supervisor provider who will supervise him with a copy of the fully executed Stipulation and Consent Order.

5. Dr. Allyn shall be responsible for ensuring that the primary supervisor does the following:

a. In Phase I, Dr. Allyn will provide 40 hours of direct patient care supervised by his primary supervising physician or a secondary supervising provider. During the first 20 hours of Phase I, Dr. Allyn preferably will observe his primary supervisor as he provides direct patient care, but he may observe a secondary supervising provider provide direct patient care if warranted by the circumstances. During the second 20 hours of Phase I, Dr. Allyn will provide direct patient care under direct observation of his primary supervising physician or one of his secondary supervising providers.

b. Dr. Allyn will complete the following continuing medical education ("CME") requirements in Phase I:

i. Management of hypertension;

ii. Management of diabetes; and

iii. Management of chronic pain.

iv. CME courses must be approved for the American Medical Association's Physician Recognition Award Category 1 Credit.

c. During Phase I, Dr. Allyn shall meet with this primary supervising physician on a weekly basis to review his knowledge, skills, general professionalism, any deficiencies, and overall ability to practice safely and competently.

- d. Prior to beginning Phase II, Dr. Florance will, with input from other supervising providers as appropriate, provide a written assessment of Dr. Allyn's preparedness to see patients without direct supervision. A copy of the assessment shall be provided to the Assigned Committee. If the Applicant has successfully met the requirements of Phase I, and the written assessment has been sent to the Board, Applicant may proceed to Phase II.
- e. During Phase II of the reentry program, Dr. Allyn shall complete at least 120 hours of practice. Dr. Allyn will only see and care for patients when his supervising physician or secondary supervising providers are available. A supervising provider shall, without fail, carry out a chart review within one working day for each instance of care rendered by Dr. Allyn. Following review, each chart shall be attested to and dated by the reviewer, who shall be one of Dr. Allyn's supervising providers.
- f. Prior to beginning Phase III, Dr. Florance will, with input from other supervising providers as appropriate, provide a written assessment of Dr. Allyn's preparedness to enter Phase III. A copy of the assessment shall be provided to the Assigned Committee. If the Applicant has successfully met the requirements of Phase II, and the written assessment has been sent to the Board, Applicant may proceed to Phase III.
- g. Phase III of the reentry program will consist of Dr. Allyn seeing patients on his own for at least 120 hours of practice. As part of Phase III, Dr. Allyn shall meet individually with his primary supervising physician twice per month. Dr. Allyn

shall maintain a written record of the date, place, and duration of each meeting and consultation with his primary supervising physician.

h. Each meeting between Dr. Allyn and his supervising provider during all three phases of the reentry program will be of sufficient duration and involve discussion in sufficient detail to permit them to do the following:

- i. Confer regarding the care of individual patients;
- ii. Review charts, documentation, and recordkeeping;
- 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. Dr. Allyn will complete any CME or self-study as directed by his supervising physician in a timely manner.

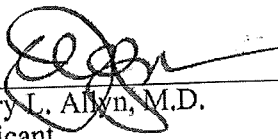
6. Dr. Allyn and the primary supervisor agree that the primary supervisor shall discuss his observations regarding Dr. Allyn's ability to practice upon request by a Board member, investigators for the Board, or an Assistant Attorney General.

7. Dr. Allyn and the primary supervisor agree that the primary supervisor will immediately notify the Board if there is any indication that Dr. Allyn has engaged in practice that does not meet the standard of care.

8. Dr. Allyn and the primary supervisor agree that they have both read this Agreement in its entirety and agree to all the terms and obligations set forth herein.


9. Dr. Allyn and the primary supervisor agree that the terms of this Agreement cannot be amended or modified in any way without written approval of the Assigned Committee.

Dated at RANDOLPH, Vermont, this 26 day of JANUARY, 2022.



Jeffery L. Allyn, M.D.
Applicant

Dated at Randolph, Vermont, this 27 day of January, 2022.



Emilija O. Florance, M.D.
Primary Supervisor