STATE OF VERMONT BOARD OF MEDICAL PRACTICE

In re: Bruce Noxon, DPM)	Docket No. MPS 093-0624
)	

VOLUNTARY LIMITATON OF PRACTICE AGREEMENT

NOW COME Bruce Noxon, DPM, and the Vermont Board of Medical Practice and stipulate and agree as follows:

- 1. Bruce Noxon, DPM ("Respondent") of Breckenridge, Colorado holds Vermont medical license number 056.0000211 first issued by the Vermont Board of Medical Practice on July 25, 2024. Respondent is a podiatrist.
- 2. Jurisdiction in these matters rests with the Vermont Board of Medical Practice ("Board"), pursuant to 3 V.S.A. §§ 809-814, 26 V.S.A. §§ 375-376 and 1354, Rules 40-47 of the Rules of the Board of Medical Practice, and other authority.
- 3. As a result of the Board's ongoing investigation in Docket No. MPS 093-0624, Respondent has voluntarily determined that he will voluntarily and temporarily cease and desist from prescribing buprenorphine or other medication for the treatment of substance use disorder ("SUD medication") or otherwise treating patients for substance use disorder as set forth below.
- 4. In lieu of the Board initiating a summary suspension of Respondent's Vermont medical license, Respondent agrees that he shall voluntarily enter into this Voluntary Limitation of Practice Agreement ("Agreement") with the Board and shall voluntarily cease writing prescriptions for SUD medication after February 28, 2025 and shall not write prescriptions for SUD medication that can be filled after March 31, 2025. Respondent shall notify all his Vermont patients who require new providers to prescribe their SUD medication of their need to transition their treatment to other providers by March 1, 2025. Respondent shall also make all

efforts to support his patients in finding sources for the care that he will be unable to provide pursuant to this Agreement.

- 5. The parties acknowledge that this Agreement is not a final resolution of the case, but that it will be enforced until the Board takes further action related to this matter. Respondent acknowledges that no promises have been made to him regarding the final disposition of this matter or other action of the Board.
- 6. Respondent agrees that this Agreement sets forth the terms for such voluntary temporary limitation of practice.
- 7. Respondent acknowledges that he has been offered the opportunity to obtain and receive legal advice and counsel regarding this matter. Respondent agrees and understands that by executing this Agreement he is waiving such rights as he may possess to challenge the jurisdiction and continuing jurisdiction of the Board in this matter, and to a public hearing on any motion that the State might have filed pursuant to 3 V.S.A. §§ 809 and 814. He agrees and fully understands that by executing this Agreement he is waiving the necessity of any proceedings, findings, and order by the Board, pursuant to 3 V.S.A. § 814(c), so as to achieve disposition of this matter. Thus, Respondent voluntarily and knowingly agrees to the terms and conditions herein.
- 8. Respondent agrees, pending further proceedings, action, or order of the Board, to cooperate fully and in good faith with all further investigations of this matter by the Board.
- 9. Respondent acknowledges that he has been offered the opportunity to obtain and receive legal advice and counsel regarding this matter. Thus, Respondent voluntarily and knowingly agrees to the terms and conditions herein.

- 10. Respondent agrees that the Board, in its sole discretion, may consider and approve a petition from Respondent at a later date for modification or relief from the terms and conditions of this Agreement. Respondent understands that if he desires to seek modification or relief, he must first present a written petition to the South Investigative Committee ("Committee") requesting such modification or relief. Respondent agrees and understands that the Committee will make a recommendation to the Board as to whether Respondent's petition for modification or relief should be granted. Respondent understands and agrees that, in order for a petition for relief or modification to be granted, the Board must approve his request for relief or modification and issue an Order to that effect.
- 11. The parties agree that this Agreement does not constitute disciplinary action.

 However, the parties acknowledge that this Agreement shall be a public document, shall be made part of Respondent's licensing file, and may be reported to other licensing authorities.

 Respondent's license status will be changed to "Conditioned" upon approval of this Agreement by the Board.
- 12. Respondent recognizes the Board's obligation in all cases to investigate as required and to act expeditiously to protect public health, safety, and welfare. Respondent makes no statement or admission here other than to assure his continued cooperation with the Board and its statutory responsibilities. Respondent acknowledges that no promises have been made to him regarding the final disposition of any matter or other action of the Board.
- 13. Respondent agrees that he has read and carefully considered all terms and conditions herein and agrees that these may be adopted as an enforceable order of the Board, pursuant to 3 V.S.A. §§ 129(a)(3), 809(d) and 26 V.S.A. § 1353, and agrees to accept and be

bound by these until such time as he may be expressly relieved of these or they are modified, in writing, by an order of the Board.

14. This Agreement is subject to review and acceptance by the Board and shall not become fully and finally effective until presented to and approved by the Board. However, this in no way limits Respondent's obligation to cease and desist from the practice of medicine as stated in Paragraphs 3-4, above. If the Board rejects any part of this Agreement, the entire Agreement shall be void. The parties agree and request that the Board enter a binding order adopting the terms and conditions set forth herein.

15. Respondent agrees that the Board shall retain jurisdiction in this matter and may enforce as necessary the terms set forth herein, pursuant to 26 V.S.A. § 1354(a)(25) or other statutory provisions.

SIGNATURES

Dated at Rutland, Vermont, this _____ day of March, 2025.

Suzanne Jones, PA-C

Chair, South Investigative Committee

Vermont Board of Medical Practice

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03/03/2025

Dated at Breckenridge, Colorado, this _____ day of February, 2025.

Bruce Noxon

Bruce Noxon, DPM

APPROVED AS TO LEGAL FORM:

Dated at Montpelier, Vermont, this 21st day of February, 2025.

Kurt A. Kuehl Digitally signed by Kurt A. Kuehl Date: 2025.02.21 14:05:45 -05'00'

Kurt A. Kuehl Assistant Attorney General Vermont Attorney General's Office 109 State Street Montpelier, VT 05609-1001 (802) 828-1297 kurt.kuehl@vermont.gov

Dated at Burlington, Vermont, this <u>4TH</u>day of February, 2025.

/s/ Nicole Andreson

Nicole Andreson, Esq. Dinse, P.C. P.O. Box 988 Burlington, VT 05402-0988 Counsel for Respondent

AS TO BRUCE NOXON, DPM APPROVED AND ORDERED VERMONT BOARD OF MEDICAL PRACTICE

Signed on Behalf of the Vermont Board of Medical Practice

Dy. ______

Rick fildebrant, Avi.D.

Chair, Vermont Board of Medical Practice

Vote documented in the Vermont Board of Medical Practice meeting minutes, dated April 2, 2025.

Dated: April 2, 2025