

STATE OF VERMONT  
VERMONT BOARD OF MEDICAL PRACTICE  
LICENSING MATTER

Physician Assistant Licensure of KIRSTEN LANPHER, PA-C

SECOND AMENDED STIPULATION AND CONSENT ORDER FOR LICENSURE

Kirsten Lanpher, PA-C and the Vermont Board of Medical Practice stipulate as follows:

I. Parties and Jurisdiction

1. Kirsten Lanpher, PA-C (hereinafter, "Applicant") filed an application for physician assistant licensure in December of 2019.
2. Applicant received a Master of Medical Science in Physician Associate Studies in May of 2013 but did not practice as a physician assistant at that time for personal reasons.
3. Applicant previously entered into a stipulation and reentry agreement in January of 2020, under which stipulation Applicant's reentry was supervised in the neurosurgery department of the University of Vermont Medical Center.
4. Applicant successfully completed Phases I and II under the prior reentry agreement, as well as the first two months of Phase III, but the reentry was terminated prior to completion of Phase III. Over the course of Applicant's conditioned licensure as a physician assistant, Applicant logged approximately 2,500 hours.
5. Thereafter, in October of 2022, Applicant entered into an amended stipulation and reentry agreement, under which amended stipulation Applicant's reentry was to be supervised by otolaryngologist James G. Rose, M.D., at Central Vermont Medical Center.
6. Applicant proposes to modify their reentry agreement to be completed under the supervision of Jesper J. Brickley, D.O., at St. Johnsbury Health and Rehabilitation Center in St. Johnsbury, Vermont.

7. Jurisdiction rests in the Vermont Board of Medical Practice (“Board”) pursuant to Title 26, Chapter 23, and Title 3, Chapter 25 of the Vermont Statutes.

II. Terms and Conditions of Certification

8. Applicant is knowingly and voluntarily agreeing to this Stipulation. Applicant agrees and understands that by executing this document, they are waiving at this time any rights of due process that they may possess regarding the issuance of a Vermont physician assistant license with accompanying terms and conditions. Applicant agrees that the Board possesses and shall continue to maintain jurisdiction in this matter, including any required action to enforce the terms herein.
9. Applicant acknowledges that they have had full opportunity to confer with legal counsel regarding this matter and have chosen to proceed without legal counsel, or are satisfied with the legal advice they have received regarding this matter.
10. Applicant understands and agrees that the terms and conditions of this Stipulation shall be imposed concurrently with the issuance of Applicant’s Vermont physician assistant license, and that the license issued pursuant to this Stipulation shall be issued with the designation “CONDITIONED.”
11. Applicant recognizes the responsibility of the Board is to protect the health, safety, and welfare of patients. Applicant agrees to continue to provide their full cooperation with the Board in this matter.
12. Applicant acknowledges that the purpose of this Stipulation is to establish terms and conditions governing their supervised return to their practice as a physician assistant. 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.

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

### III. Reentry Plan

14. Applicant's physician assistant licensure will be conditioned upon the reentry plan as set forth below.

15. Applicant has identified Dr. Jesper J. Brickley as her primary supervisor. If the primary supervisor can no longer supervise Applicant, Applicant shall immediately notify the Board and/or the Assigned Committee in writing. Applicant shall identify a new proposed primary supervising physician within thirty (30) days and provide the Board and/or the Assigned Committee with their name and curriculum vitae. The Board and/or the Assigned Committee will provide written notification to Applicant indicating whether it approves of the new proposed primary supervisor.

16. Applicant and the primary supervisor shall ensure that Applicant completes the re-entry program set forth in Exhibit A to this Stipulation. *See Exhibit A, Amended Reentry Agreement.*

17. As further set forth in Exhibit A:

- a. Applicant's reentry agreement will last, at minimum, three months.
- b. Applicant will provide care to patients with direct, in person oversight by the primary supervising physician, another physician, a nurse practitioner, or another physician assistant, for, at minimum, ninety (90) hours each month.
- c. Applicant and the primary supervisor shall notify the Board and/or the Assigned Committee upon the completion of each thirty-day period of supervision and shall

provide the Board and/or the Assigned Committee with a written assessment, as described in Exhibit A.

- d. Applicant and the primary supervisor agree that the primary supervisor shall discuss their observations regarding Applicant's ability to practice upon request by a Board member, investigators for the Board, or an Assistant Attorney General.
- e. Applicant and the primary supervisor agree that the primary supervisor will immediately notify the Board and/or the Assigned Committee if there is any indication that Applicant has engaged in practice that does not meet the standard of care.

18. The Board and/or the Assigned Committee, in its sole discretion and without need of notice or hearings, may extend the duration of the reentry plan described above, but only if:

- a. Reporting or information from Applicant's primary supervisor indicates one or more areas of possible deficiency in Applicant's practice skills, knowledge, or performance; or
- b. The Board and/or the Assigned Committee receives credible information regarding a deficiency in Applicant's practice skills, knowledge, performance, or conduct. The Board and/or the Assigned Committee will advise Applicant of the adverse information and provide Applicant an opportunity to respond before any final action by the Board and/or the Assigned Committee.

19. The terms of the reentry plan set forth in Exhibit A shall not be varied without the written consent of the Board and/or the Assigned Committee.

20. At the end of the Reentry Agreement, Applicant shall provide to the Board and/or the Assigned Committee a final, written assessment from the primary supervising physician regarding the Applicant's performance and whether the Applicant is prepared to provide patient care as a physician assistant without supervision.
21. After the Applicant successfully the reentry program, they may request relief from the conditions on their license related to the reentry program. The Board and/or the Assigned Committee shall not take any action on that request without receiving the final written report from the primary supervising physician.

#### IV. Additional Terms

22. All terms and conditions of this Stipulation shall be imposed concurrently with Applicant's Vermont physician assistant license.
23. The parties agree that this Stipulation shall be a public document, shall be made part of Applicant's file, and shall be reported as a conditioned license to other authorities and/or entities.
24. This Stipulation 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, the entire agreement shall be considered void. However, should the terms and conditions of this Stipulation be deemed acceptable by the Board, the parties request that the Board enter an order adopting the facts, conclusions, and all terms and conditions of licensure as set forth herein, including that Applicant's certification is conditioned.
25. 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.
26. This document may be executed in counterparts.

(signatures on following page)


FOR APPLICANT KIRSTEN LANPHER, PA-C:

*I hereby accept the above Stipulation:*

1/4/2023

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Date

KIRSTEN LANPHER, PA-C

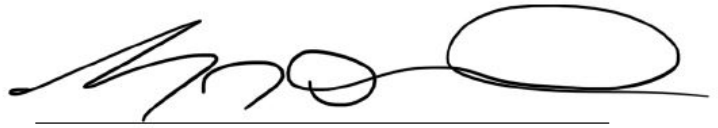
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FOR THE VERMONT BOARD OF MEDICAL PRACTICE:

*I hereby accept the above Stipulation:*

1/5/23

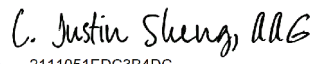

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Date

  
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AS TO FORM:

1/4/2023

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Date

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By: C. Justin Sheng, Esq., Vt. Bar No. 5259  
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STATE OF VERMONT  
VERMONT BOARD OF MEDICAL PRACTICE  
LICENSING MATTER

Physician Assistant Licensure of KIRSTEN LANPHER, PA-C

AS TO KIRSTEN LANPHER, PA-C, APPROVED AND ORDERED

Signed on Behalf of the Vermont Board of Medical Practice:

By:   
\_\_\_\_\_

Rick Hildebrant, M.D.  
Chair  
Vermont Board of Medical Practice

Vote documented in the Vermont Board of Medical Practice  
meeting minutes, dated 1/4/23

Dated 1/5/23



**EXHIBIT A – SECOND AMENDED REENTRY AGREEMENT**

STATE OF VERMONT  
VERMONT BOARD OF MEDICAL PRACTICE  
LICENSING MATTER

Physician Assistant Licensure of KIRSTEN LANPHER, PA-C

SECOND AMENDED REENTRY AGREEMENT

1. Pursuant to a Stipulation and Consent Order entered into by Kirsten Lanpher, PA-C (“Applicant”) and the Vermont Board of Medical Practice (“Board”), Applicant has engaged a primary supervising physician, Dr. Jesper J. Brickley, to provide direct and continued supervision in their reentry program. The purpose of this Reentry Agreement is to set forth the terms of the supervision for Applicant within the Stipulation and Consent Order. This Agreement will be signed by the primary supervising physician approved by the Assigned Committee (“Committee”) and Applicant.
2. This Reentry Agreement will cease upon the Board’s removal of the related conditions on Applicant’s license upon their request after they has successfully completed the reentry plan.
3. If the primary supervisor can no longer supervise Applicant, Applicant will immediately notify the Board in writing. Applicant will identify a new proposed primary supervising physician within thirty (30) days and provide the Committee with their name and curriculum vitae. The Committee will provide written notification to Applicant indicating whether it approves of the new proposed primary supervisor.
4. Applicant will provide the primary supervisor and any secondary supervisor who will supervise them with a copy of the fully executed Stipulation and Consent Order.

## EXHIBIT A – SECOND AMENDED REENTRY AGREEMENT

5. Applicant will be responsible for ensuring that the primary supervisor does the following:
  - a. This Reentry Agreement will last, at minimum, three months.
  - b. Applicant will provide care to patients with direct, in person oversight by the primary supervising physician, another physician, a nurse practitioner, or another physician assistant, for, at minimum, ninety (90) hours each month.
  - c. Applicant will meet with the primary supervising physician at least every two weeks to review their knowledge, skills, general professionalism, any deficiencies, and overall ability to practice safely and competently.
  - d. Each meeting during 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, as needed:
    - 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 Continued Medical Education or self-study. Applicant will complete any CME or self-study as directed by their supervising physician in a timely manner.
  - e. Applicant will maintain a written record of the date, place, and duration of each meeting and consultation with their primary supervising physician.

**EXHIBIT A – SECOND AMENDED REENTRY AGREEMENT**

- f. Every thirty (30) days of supervision, the primary supervising physician will provide Applicant with a written assessment of Applicant's competency, practice activities and workload, knowledge and skills, any problem or concerns, and ability to practice safely. The assessment shall also include the number of patients seen by the Applicant in the role of physician assistant. Applicant shall provide a copy of each assessment to the Board and/or the Assigned Committee.
  - g. At the end of the Reentry Agreement, Applicant shall provide to the Board and/or the Assigned Committee a final, written assessment from the primary supervising physician regarding the Applicant's performance and whether the Applicant is prepared to provide patient care as a physician assistant without supervision.
6. Applicant and the primary supervisor agree that the primary supervisor will discuss their observations regarding Applicant ability to practice upon request by a Board member, investigators for the Board, or an Assistant Attorney General.
  7. Applicant and the primary supervisor agree that the primary supervisor will immediately notify the Board and/or the Assigned Committee if there is any indication that Applicant has engaged in practice that does not meet the standard of care.
  8. Applicant 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. Applicant and the primary supervisor agree that the terms of this Agreement cannot be amended or modified in any way without written approval of the Board and/or the Assigned Committee.
  10. This document may be executed in counterparts.

(signatures on following page)

**EXHIBIT A – SECOND AMENDED REENTRY AGREEMENT**


FOR APPLICANT KIRSTEN LANPHER, PA-C:

*I hereby accept the above Reentry Agreement:*

1/4/2023

\_\_\_\_\_  
Date

KIRSTEN LANPHER, PA-C

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FOR THE PRIMARY SUPERIVSING PHYSICIAN:

*I hereby accept the above Reentry Agreement:*

1/4/2023

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Date

JESPER BRICKLEY, D.O.

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