



an independent consultant to hospitals and healthcare organizations "covering areas of accreditation, medical staff governance and credentialing." From 2003 - 2006 Applicant was employed by the Joint Commission of Accreditation for Healthcare Organizations. Applicant's duties were administrative in nature and involved evaluating compliance and the "analysis of systems and process to reduce risks and enhance patient safety." Applicant asserts that he has not practiced clinical medicine since 1988.

Applicant now seeks reinstatement of his lapsed Vermont Medical License to accept employment at Southwestern Vermont Medical Center (SVMC) as chief medical officer. That role is 100% administrative and does not involve clinical practice. To meet the employment requirements of SVMC, Applicant seeks an "administrative license" from the Vermont Board of Medical Practice. While Vermont law does not provide for the issuance of an "administrative" medical license, the Vermont Board of Medical Practice may issue a conditioned medical license by Stipulation and Order.

This non-disciplinary Stipulation and Order grants a Vermont medical license to the Applicant with the condition that his role is 100% administrative. These conditions are more fully set forth below. This agreement is amended to include paragraphs #19 and #20.

4. Applicant's employment as Medical Director at SVMC will involve administrative duties in several hospital departments. These duties do not require direct patient contact and/or care. Applicant will not see patients, write prescriptions or render opinions on patient care.

5. In signing this agreement, Applicant accepts issuance to him of a conditioned medical license that will limit his activities in the State of Vermont to "medical

administration". Applicant understands and agrees that under such licensure he shall not provide direct medical care or treatment to patients in Vermont, including direct prescribing of any kind.

6. Applicant appears to have completed all necessary steps in the Vermont Board's licensing process. The Board's Licensing Committee has reviewed Dr. Donovan's application materials and will recommend approval of licensure, subject, to the express terms of this agreement. The parties agree that following approval of the instant agreement, the Vermont Board of Medical Practice, in its sole discretion, may issue to Applicant a conditioned medical license. The issuance of such license to Applicant shall be a **non-disciplinary** action.

7. Therefore, the Vermont Board of Medical Practice agrees that Applicant may be granted a conditioned medical license, subject to the terms set forth below and his full, continuing compliance with these.

8. In exchange for the issuance of a conditioned medical license, Applicant agrees to faithfully abide by the terms set out in Section II, below.

## **II. Agreement as to Licensure.**

### **A. Conditioned Licensure.**

9. Applicant agrees that if granted a conditioned medical license in the State of Vermont by the Board of Medical Practice, such licensure shall limit his activities solely to duties involving "medical administration". The parties agree that the term "medical administration" does not include and does not authorize (a) direct prescribing; or (b) direct patient care and/or treatment of individual patients by Applicant, e.g., as defined within 26

V.S.A. § 1311 and as commonly understood under law and within the field of medicine. Applicant fully understands and agrees with the definition and limitation set forth in this paragraph.

10. Applicant's Vermont license to practice medicine shall be designated as "conditioned" until such times as any terms and limitations upon his medical license might be removed, by a further written order of the Board of Medical Practice.

### **B. Notice to Employers and Practice Sites.**

11. Applicant agrees that he shall provide a complete copy of this Stipulation and Agreement to any and all employers, health plans or systems, hospitals, and/or institutional care settings with whom he is associated, as well as to any state medical board or other licensing authority in any location or jurisdiction where he may seek to practice or where he may make application, so long as this agreement remains in effect.

12. Applicant voluntarily assures and agrees that he shall not act contrary to the terms, conditions, and any limitations of this agreement at any time.

### **III. Other Matters.**

13. Applicant acknowledges and agrees that he shall comply with the terms and conditions herein and that any act contrary to these might be deemed to constitute unprofessional conduct and, if established by the State's evidence, could result in immediate action regarding Applicant's conditioned Vermont medical license and such further action as the Board might deem necessary. Applicant expressly acknowledges that practice involving direct patient care or direct prescribing of any kind could result in such Board action.

14. Applicant acknowledges that he is voluntarily agreeing to the terms set forth in this Stipulation and Agreement and agrees and understands that by executing this document he is waiving any right to challenge the jurisdiction and continuing jurisdiction of the Board in this matter and as to the terms of this agreement. The parties agree that this Stipulation and Agreement and the terms set forth herein, do not constitute discipline of Applicant and are not intended by the Board or applicant to do so.

15. Applicant understands and agrees that he has had at all times the right to be represented by and receive advice of counsel in reviewing this Stipulation and Agreement. Applicant has read and carefully considered all terms herein and agrees to accept and be bound by such terms while medically licensed in the State of Vermont and agrees to do so until further order of the Board. In its sole discretion, the Board may consider at a later date a petition from Applicant for modification of this agreement.

16. Should Applicant at any time in the future present a petition to the Board seeking removal of the terms applicable to his conditioned Vermont medical license, he agrees that he shall bear the burden and shall set forth in detail the basis for so requesting. Applicant agrees and acknowledges that the Board in its sole discretion may either accept or deny such a petition from him, in whole or in part. Should such petition be denied, in whole or in part, all unaffected terms, conditions, and limitations of licensure, as set forth herein, shall continue.

17. The parties agree that this Stipulation and Agreement shall be a public document and shall be made part of Applicant's licensing file. The parties agree that this Stipulation and Agreement is intended only to establish the terms of conditioned licensure providing for Applicant's "medical administration" duties.

18. This Stipulation and Agreement is subject to review and acceptance by the Vermont Board of Medical Practice. If the Board rejects any part of this Stipulation and Agreement, the entire agreement shall be considered void. However, should the Board deem the terms of this Stipulation and Agreement to be acceptable, the parties request that the Board enter an order providing for the issuance to Applicant of a conditioned Vermont medical license, subject to the terms herein.

19. Applicant shall not seek a DEA license in Vermont.

20. Applicant shall not prescribe medication in Vermont by use of a license from any other jurisdiction.

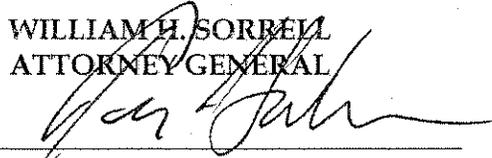
21. Applicant agrees to be bound by all terms of this Stipulation and Agreement. Applicant expressly agrees that noncompliance with the terms of this Stipulation and Agreement may and shall be subject to action by the Board under 26 V.S.A. §1354 and other applicable authority.

Dated at Montpelier, Vermont, this 2 day of September 2010.

STATE OF VERMONT

WILLIAM H. SORRELL  
ATTORNEY GENERAL

by:

  
TERRY LOVELACE  
Assistant Attorney General

Dated at Bennington, Vermont this 5<sup>th</sup> day of September 2010.

Mark A. Donovan, MD  
MARK A. DONOVAN, M.D.  
Applicant for Licensure, *pro se*

Office of the  
ATTORNEY  
GENERAL  
Montpelier,  
Vermont 05609

Dated at Essex, VT this 20<sup>th</sup> day of Sept. 2010.

Patricia A. King M.D. Ph.D.  
PATRICIA A. KING, M.D., Phd  
Chair, Medical Practice Board

Office of the  
ATTORNEY  
GENERAL  
Montpelier,  
Vermont 05609

