



4. In 1998, Applicant began to involve himself professionally in the field of medical information technology, working with physicians and medical practice groups to develop patient interview software intended to improve the quality and safety of medical practice. Dr. Gleiner was first associated with Wang Healthcare, Inc., of Billerica, Massachusetts, and subsequently with Primetime Software, of Columbia, South Carolina. From 1998 to the present, Dr. Gleiner's professional responsibilities have involved him in aspects of patient care and direct work with practicing physicians relating to medical record keeping, intake and patient histories, diagnosis, and evaluation of outcomes. Applicant represents that while in this field, he has continued extensive reading of medical literature to remain abreast of developments in pharmacology and various aspects of medicine.

5. Notwithstanding his related professional involvement, Applicant has not directly practiced clinical medicine during the past 10 years. Applicant now wishes to return to the practice of clinical medicine. Recently, Applicant has actively pursued a practice position and communicated with Central Vermont Medical Center (CVMC) in this regard. Applicant also has maintained close and continuing communication with the Board of Medical Practice and the undersigned Assistant Attorney General regarding his interest in and plans for returning to active clinical practice.

6. The CVMC Vice President for Medical Affairs has worked closely and supportively with Dr. Gleiner in developing a phased plan for re-entry to clinical practice. Applicant has submitted his re-entry plan to the Board Licensing Committee for review. The Committee has approved this plan and has recommended that Dr. Gleiner's Vermont medical license be reinstated, subject to the conditions set forth in this agreement. These

conditions reflect Applicant' written plan for re-entry to clinical practice, dated July 24, 2009, as submitted to and reviewed by the Licensing Committee of the Board of Medical Practice. Applicant also has provided the written references and all other written information required by the Board. The references describe Applicant's skills and knowledge in highly favorable terms.

## **II. Agreement and Purpose.**

### **A. Acknowledgement.**

7. Applicant knowingly and voluntarily has determined that he shall enter into this agreement with the Vermont Board of Medical Practice regarding his intended return to medical practice. The parties agree here that Applicant' re-enter to the practice of medicine shall be subject to (a) Board acceptance of this agreement; (b) issuance of a conditioned medical license to him by the Board; and (c) his full and continuing compliance with all terms, conditions, and limitations set forth below. Applicant expressly agrees that he shall provide his full, good faith cooperation and compliance with all terms and conditions set forth herein.

8. 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.

9. Applicant recognizes the responsibility of the Vermont Board of Medical Practice to protect the health, safety, and welfare of patients through its licensing and regulatory authority. Applicant agrees to provide his full cooperation with the Board in

this matter and with regard to any future practice and care of patients by him while this agreement remains in force.

### **B. Purpose.**

10. Applicant acknowledges that the sole purpose of this agreement is to establish terms and conditions governing his supervised reentry to the practice of medicine. Applicant agrees to and accepts all terms and conditions herein without reservation and agrees to do so in exchange for the Board's approval of this Stipulation and Agreement. Applicant further agrees that this Stipulation and Agreement, without more, does not and shall not create any right to an unconditioned Vermont medical license and does not constitute a promise of any kind by the Board of Medical Practice regarding continued or future licensure, nor does it in any way limit the discretion and authority of the Board as to any licensing matters. Applicant agrees that the Vermont Board of Medical Practice may adopt Paragraphs 1 through 9, above, and this paragraph as its findings of fact and/or conclusions 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.

11. The parties agree that the terms, conditions, and requirements set forth in this agreement shall govern Applicant's re-entry and return to practice and any issuance of a Vermont medical licensure. The parties agree that this Stipulation and Agreement is entirely non-disciplinary and intended solely to provide for the purposes expressly set forth in this agreement.

### **C. Supervision.**

12. Applicant agrees to meet if requested with the Board of Medical Practice or

any of its individual operating committees with regard to his return to the practice of medicine, day-to-day practice activities, performance, progress, and any other matters that may be identified.

13. Applicant's phased plan for his return to the practice of medicine includes a program of supervised re-entry to practice that is intended to provide for monitoring of his care of patients and to ensure the soundness and currency of his medical skills. The Board's Licensing Committee has reviewed Applicant's plan and finds that it appears to provide appropriate protection of patients and the public. Applicant and the Board of Medical Practice concur that his return to the practice of medicine shall include a period of clinical supervision, monitoring, and close attention to the currency of his skills and knowledge, and general re-training.

#### **D. SPEX Examination.**

14. Applicant agrees that he personally shall arrange for and successfully pass the Special Purpose Examination (SPEX) of the Federation of State Medical Boards, at the earliest opportunity and do so as a candidate sponsored by the Vermont Board of Medical Practice. Applicant shall bear all costs.

15. Successful passage of the SPEX examination shall be a prerequisite to any issuance to Applicant of an unconditioned Vermont medical license. Applicant understands and expressly agrees that he may not and shall not provide direct clinical medical care without supervision, as described herein, until he has achieved a reported SPEX examination score of at least 75. Applicant understands and agrees that he shall be limited to three attempts to successfully complete and pass the SPEX examination with a score of at least 75 within a one-year period. The third examination attempt shall be

preceded by a mandatory 90-day waiting period, to be determined from the date of the last prior examination. After the third attempt, any subsequent examination attempt(s) shall require (a) Board approval and sponsorship, to be determined in the Board's sole discretion; and (b) a one-year waiting period following the date of the third unsuccessful attempt. Applicant shall bear all costs.

#### **E. Practice Site and Supervision.**

16. Applicant's proposed plan for reentry to practice shall be implemented under the auspices and supervision of Central Vermont Medical Center. Applicant's practice location shall be limited to CVMC and its offices and clinics. If necessary, Applicant may petition the Board to add different practice sites at a later date, subject to the approval or disapproval of and in the sole discretion of the Board or its Licensing Committee.

17. At the CVMC practice site(s) identified immediately above, Applicant shall be directly supervised by Michael Mindrum, M.D.; Laura Felsted, M.D.; and Priscilla Carr, M.D. One of these physicians shall be expressly designated as Applicant's "supervising physician" by prompt written notice to the Board of Medical Practice, subject to actual approval or disapproval of and in the sole discretion of the Board or its Licensing Committee. The supervising physician shall carry out the responsibilities described immediately below.

18. On-site monitoring, consultation, and review of Applicant's practice activities at the site(s) referred to above shall be the continuing responsibility of the supervising physician. Applicant shall promptly confirm in writing the name of the physician who is proposed for this purpose and shall provide a copy of this physician's c.v.

for review by the Board. Other physicians who provide additional or alternative monitoring, consultation, and review of Applicant's practice activities shall be identified as "secondary supervising physicians" and shall be so identified by prompt written notice to the Board and shall act subject to actual written approval or disapproval of the Board or its Licensing Committee, in the sole discretion of either. Applicant agrees that he shall promptly provide copies of this Stipulation and Consent Order to all practitioners proposed for the supervisory purposes described herein.

19. The supervising physician at the site(s) referred to above, during the period that applicant is supervised, shall provide written monthly reports to the Board regarding Applicant's practice and performance. Such reports shall briefly address Applicant's practice activities, including hours and workload, functioning, knowledge, skills, general professionalism, any deficiencies, and overall ability to practice safely and competently. Each report shall be in letter form and shall briefly address the required content identified herein. Applicant shall be responsible for making reasonable efforts to ensure that such reports are promptly prepared and provided to the Board.

20. Initially, Applicant shall see and provide "hands-on" care for patients only under the supervision of a supervising physician, in a manner consistent with (a) generally accepted rules and procedures for the supervision of residents; and (b) applicable provisions of Central Vermont Medical Center policies and procedures. This initial period of supervised care of patients by Applicant shall be for a period of **at least 120 hours** of patient care. Direct supervision requires that the supervising physician or a secondary supervising physician shall participate in the care of each patient by Applicant to the degree necessary (a) to be personally responsible for the care rendered; (b) to be able to

certify as to the quality of such care and Applicant's performance; and (c) promptly provide meaningful feedback and guidance to Applicant, as may be required. This period of "direct supervision" will end only when the physicians identified in Paragraph 17, above, jointly concur that direct supervision of Applicant is no longer necessary to ensure patient safety and ensure that applicable standards of care are fully met.

21. Following the period of direct supervision described immediately above, Dr. Gleiner will practice medicine and provide patient care in consultation with and under the general supervision of one or more of the physicians identified in Paragraph 17, above, for a period of **at least 80 hours** of direct patient care. Applicant's care of a representative sample of patients seen during this period regularly shall be retrospectively reviewed and discussed with Applicant by one or more of the physicians involved in his supervision.

22. Applicant will promptly complete the Mayo Clinic Internal Medicine Board Review course that he is presently pursuing as one element of his re-entry plan. Applicant also represents that he recently has successfully obtained Advanced Cardiac Life Support training and certification.

23. Under the terms herein, Applicant's reentry to practice shall continue only with the uninterrupted agreement of his supervising physician.

24. The Vermont Board of Medical Practice or its Licensing Committee, in the sole discretion of either, without need of notice or hearings, may in writing extend the duration of either or both of the reentry phases described immediately above, but only if reporting or information from Applicant's supervising physician(s) or practice site(s) indicates one or more areas of possible deficiency in Applicant's practice skills, knowledge,

or performance or if the Board or Licensing Committee makes such determination on its own initiative.

25. All patient care, which Applicant personally provides or that he is substantially involved in, shall be separately logged and briefly documented by him in writing, including the patient's name, date and time of care, duration of care, care rendered, and the name of the supervising physician(s) who is involved or on duty at the time.

26. Upon completion of the total number of hours required by this agreement, the Board may deem Applicant to have completed the period of supervision described herein, unless he has been or is notified in writing to the contrary by the Board of Medical Practice or the Board's Licensing Committee.

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

#### **F. Modification of Terms.**

28 The Vermont Board of Medical Practice, in its sole discretion, may require that Applicant pursue an additional period of supervised practice, study, re-training, or additional training in certain subjects or fields in its sole discretion, but only if 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 or if the Board or its Licensing Committee makes such determination on its own initiative.

29. The parties expressly agree that Applicant's continuing formalized association with Central Vermont Medical Center and its associated entities, during the entire re-entry period described herein, is a **material term** of this agreement. The parties agree that interruption or cessation of his practice or employment, or his formalized association with these entities, during the required period shall constitute a circumstance of non-performance and non-compliance by Applicant with the terms and conditions of this agreement and shall require that Applicant voluntarily and **immediately** cease any and all practice activities. The Board, in its sole discretion, may consider and approve or disapprove a petition from Applicant or the State regarding such cessation.

30. In the unlikely event that circumstances appear to warrant, Applicant agrees that the Board, in its sole discretion, may determine that Applicant's further involvement in efforts to re-enter practice and/or engage in supervised practice is inconsistent with the public health, safety, and welfare; and/or lacks a reasonable likelihood of success. Thereafter, Applicant shall cease and desist from the practice of medicine, subject, however, to a petition from Applicant to the Board, to be promptly considered by the Board.

#### **G. Continuation of Period of Supervised Practice.**

31. The parties agree that following completion of the entire period of supervision described herein, Applicant may petition the Board to practice medicine at a different site and under a different supervising physician, to be approved or disapproved in the Board's sole discretion. Applicant shall provide the Board with advance written notice of any proposed new practice site and proposed new supervising physician, both of

which shall be subject to the approval or disapproval of the Board of Medical Practice or its Licensing Committee, in the sole discretion of either.

32. Applicant agrees that following completion of the two-phase reentry period described herein, Applicant's practice of medicine shall be supervised as follows:

a. Applicant shall continue at all times to have a supervising physician, who shall be subject to the actual approval or disapproval of the Board of Medical Practice at any time. Applicant agrees that he shall not practice medicine without a supervising physician as described in this agreement. The supervising physician shall hold a current, unrestricted Vermont medical license;

b. Applicant shall consult with his supervising physician as often as deemed necessary by either party;

c. Applicant shall meet and consult regularly with his supervising physician; he shall do so at least monthly for the first three months following the two-phase re-entry period set forth herein;

d. Each meeting between Applicant and the supervising physician shall be of sufficient duration and involve discussion in sufficient detail to permit them to: (i) confer regarding the care of individual patients; (ii) review charts and record keeping matters; (iii) discuss any 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) address suggestions regarding continuing medical education or aspects of Applicant's practice which might benefit from further attention or study.

33. All written reporting to the Board subsequent to the period described in Subsection 32(c), above, shall take place on a once-a-quarter basis until this agreement is modified or terminated.

### **III. Other Conditions of Licensure.**

#### **A. Acknowledgement.**

34. All terms and conditions of this agreement shall be imposed concurrently with any issuance of a Vermont medical license to Applicant.

35. Applicant understands and agrees that pursuant to this agreement his Vermont medical license shall be issued with the designation "conditioned", if the Board approves his application for reinstatement of licensure. Applicant agrees that conditions of licensure shall require ongoing Board oversight and monitoring of his re-entry to medical practice, his practice site(s), and his day-to-day practice activities during the life of this agreement.

36. Applicant acknowledges and agrees that he shall not practice medicine in any form without the continuing approval of the Vermont Board of Medical Practice. Upon any written notice and request from the Board, its Licensing Committee, or an agent of the Board, Applicant shall immediately cease practice, pending prompt, further proceedings before the Board upon his motion.

#### **B. Communications; Authorizations.**

37. Applicant agrees to execute such authorizations for the release of information as the Board might require regarding his professional reentry, practice, and patient care. Consistent with such authorizations, Applicant also understands and agrees that the Board or its agents may communicate orally or in writing at any time to obtain information from any and all practitioners or individuals involved in his professional reentry and practice activities. Applicant agrees that his compliance with the terms and conditions herein and his cooperation with those supervising him or practicing with him may be considered in any review or proceeding of the Board or its Licensing Committee regarding his medical license.

#### **C. Duration of Agreement.**

38. The parties agree that the duration of this agreement shall be for at least one

year, subject to possible early termination upon petition, to be determined in the Board's sole discretion.

39. Applicant agrees that all terms and conditions herein may be adopted as an enforceable order of the Board and agrees to be bound by these until such time as he may be expressly relieved of these terms and conditions by the Board or they are modified, in writing. Applicant understands and agrees that this agreement may be modified or terminated, only if the Board is satisfied, in its sole discretion, that any such amendment would be consistent with protection of the public health, safety, and welfare.

40. The parties agree that Applicant may apply for modification of or relief from this agreement by filing a written petition that includes a copy of a current assessment of his performance and skills, as well as a statement from Applicant's supervising physician describing Applicant's practice activities and attesting to Applicant's ability to practice medicine safely and competently, without need of further supervision.

41. The parties agree that this non-disciplinary Stipulation and Agreement imposes terms and conditions upon Applicant's medical license, shall be a public document, shall be made part of Applicant's licensing file, and shall be reported to other licensing authorities and/or entities including, but not limited to, the National Practitioner Data Bank and the Federation of State Medical Boards.

42. This Stipulation and Agreement 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 of Medical Practice rejects any part of this agreement, the entire agreement shall be considered void. By his signature, Applicant expressly requests the Board's review and approval of this agreement. If this agreement is deemed to

be acceptable, the parties jointly 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.

43. 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.

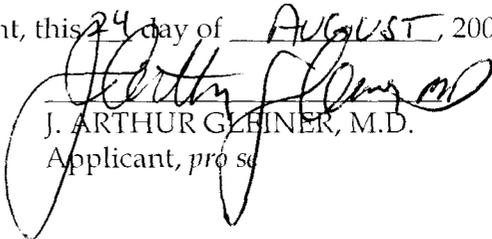
Dated at Montpelier, Vermont, this 24<sup>th</sup> day of August, 2009.

STATE OF VERMONT

WILLIAM H. SORRELL  
ATTORNEY GENERAL

  
\_\_\_\_\_  
JAMES S. ARISMAN  
Assistant Attorney General

Dated at MONTPELIER Vermont, this 24 day of AUGUST, 2009.

  
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J. ARTHUR GLEINER, M.D.  
Applicant, pro se

Office of the  
ATTORNEY  
GENERAL  
109 State Street  
Montpelier, VT  
05609

FOREGOING, AS TO J. ARTHUR GLEINER, M.D.  
APPROVED AND ORDERED  
VERMONT BOARD OF MEDICAL PRACTICE

*Sister Jamie E. Ryan*  
*J. Arthur Gleiner*  
*David A. ...*  
*[Signature]*

DATED: Sept. 2, 2009

ENTERED AND EFFECTIVE: Sept 2, 2009