

recovery was deemed sufficient to permit him to return safely to practice and the care of patients.

4. The 2001 Cessation of Practice Agreement provided for Respondent's return to the practice of medicine at a later date. Respondent understood and agreed that he might be required to enter at that time into terms and conditions governing his practice activities. Respondent accepted that he would be subject to Board monitoring of his medical condition and treatment. The 2001 Cessation of Practice Agreement was intended to facilitate care and treatment of Respondent's medical needs, support of his continued recovery, and protect patients and the public. At all times, Respondent provided his full cooperation to the Board and his recognition of its responsibility for regulation of the profession.

B. Current Health.

5. In December 2005, Respondent determined that he wished to return to the practice of medicine. Respondent filed with the Board an application for reinstatement of his Vermont medical license. Respondent initiated contact with the undersigned Assistant Attorney General and has provided all information requested of him by the Board regarding his health and plans for resumption of practice activities.

6. Respondent has provided thorough documentation of his medical recovery. His treating physician has indicated that Respondent's return to the practice of medicine will be consistent with patient safety and Respondent's continued well-being. Respondent agrees herein to continued regular care of his medical needs.

7. Respondent's treating physician has stated that neither Respondent's diagnostic condition nor his projected treatment needs will interfere with his ability to practice medicine

competently and safely, assuming he continues to follow treatment recommendations. The undersigned Assistant Attorney General has conferred with Respondent's treating physician. The treating physician has reiterated his positive opinion and responded to a number of questions regarding Respondent's ability to practice competently and safely. The treating physician has confirmed his opinion, as set forth above.

C. Current Clinical Skills.

8. Respondent has developed a staged plan for returning to the practice of medicine. He has arranged a program of re-training that is intended to ensure the soundness and currency of his medical skills. The Board has reviewed Respondent's plan, finds it to be sound, and concludes that it provides appropriate to protection of patients and the public. Respondent's training, intellect, and conscientious care of patients in the past are well recognized and attested to by his colleagues. Respondent, his peers, and the Board concur that his return to the practice of medicine must include a period of clinical supervision, attention to the currency of his skills and knowledge, and re-training.

9. Respondent's planned re-training will take place under the auspices of the Hematology/Oncology Unit of Fletcher Allen Health Care (FAHC), with the supervision of Richard F. Branda, M.D., who is the acting director of the unit and responsible for its training program. Respondent anticipates that his re-training at FAHC will begin during the first week of May 2006.

10. Respondent has agreed to meet at any time with the Board or any of its individual operating committees with regard to his re-training and his return to the practice of medicine.

11. Respondent understands and agrees that his planned return to the practice of medicine shall occur only if the Board of Medical Practice, in its sole discretion, determines that (a) his medical needs have been appropriately addressed; (b) his medical condition remains favorable; and (c) his prognosis indicates to a reasonable medical certainty that he is able to practice competently and safely. Thus, Respondent expressly has agreed to the conditions of licensure set forth below. These conditions will be imposed concurrently with any reinstatement of his medical license.

12. Respondent understands and agrees that pursuant to this agreement his Vermont medical license will be reinstated with the designation "**conditioned**". Respondent agrees that conditions of licensure shall require (a) Board approval of his medical treatment, as well as monitoring of his medical condition; (b) Board monitoring of his re-training activities and progress.

II. Agreement and Purposes.

A. Acknowledgement.

13. Respondent has knowingly and voluntarily determined that he shall enter into this agreement with the Vermont Board of Medical Practice, based on his current medical condition and the advice of his treating physician regarding his planned return to medical practice. The parties agree here that Respondent may return to the practice of medicine subject to his full and continuing compliance with all the terms and conditions set forth below. Respondent expressly agrees that his full, good faith cooperation with his treating physician and all recommended medical care is required for his continued well-being, the sound care of his patients, and successful medical re-training.

14. Respondent acknowledges that at all times he has had the right to be represented by counsel in this matter. Respondent has personally read and carefully reviewed this document. Respondent agrees to abide by the terms and conditions set forth below wherever he may practice medicine, while this agreement is in force.

15. Respondent recognizes the responsibility of the Vermont Board of Medical Practice 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 care of patients.

B. Purpose.

16. Respondent acknowledges that the sole purpose of this agreement is to establish terms and conditions governing his re-training and practice of medicine in association with such re-training. Respondent accepts all terms and conditions herein without reservation. Respondent 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 by the Board regarding continued or future licensure of any kind. Respondent agrees that the Vermont Board of Medical Practice may adopt Paragraphs 3 through 15, above, and this paragraph as its findings of fact and/or conclusions of law in this matter. He agrees that these paragraphs provide a sufficient basis for entry and enforcement of this Stipulation and Consent Order by the Vermont Board of Medical Practice.

III. Express Conditions of Licensure.

A. Respondent's Medical Care.

17. Respondent agrees that he shall remain in treatment with his current treating physician or another physician approved in advance by the Board during the life of this

agreement. Respondent agrees that he shall continue to provide his full, good faith cooperation with such treatment and with all reasonable recommendations of his physician(s). Respondent shall bear all costs of care and treatment, any assessment and/or evaluation, and monitoring and reporting but shall be permitted to share such costs with third parties, subject to Board review and approval.

18. Should Respondent fail to fully cooperate with and follow all treatment and advice reasonably recommended by his treating physician(s), he agrees that the treating physician(s) may and shall notify immediately the Board of Medical Practice regarding this circumstance. Respondent shall provide a complete copy of this agreement to all treating physicians and request and authorize such reporting.

B. Evaluation and Treatment.

19. If directed by the Board, Respondent expressly agrees that (a) he shall undergo such assessment or evaluation of his condition and health as may be required by the Board prior to or following his return to the practice of medicine; and (b) he shall not practice medicine without the continuing agreement of his treating physician(s) and express approval to do so in writing from the Board.

20. Respondent agrees to cooperate fully and in good faith with any Board-required evaluation or assessment of his medical needs. In this regard, Respondent agrees that no hearing or similar proceeding shall be required prior issuance of any such request or order by the Board or any of its operating committees. However, should time permit, the Board will attempt to provide reasonable notice to Respondent and seek his voluntary cooperation in this regard. Respondent agrees that noncompliance with any such request or

order from the Board shall be grounds for summary suspension of his medical license by the Board.

21. Respondent agrees that he shall execute any and all waivers and/or authorizations that may be required for the Board, its staff, or agents to receive copies of any and all assessments, evaluations, diagnoses, records, or reports regarding his medical care and condition.

22. Concurrent with any approval of this agreement, Respondent agrees he shall sign as required a general authorization for the release of his medical records and information to the Board. Respondent agrees not to terminate such authorization and to execute such further authorizations for the release of his medical records and information as might be required by the Board. Consistent with this authorization Respondent also agrees that the Board or its agents may communicate orally to obtain information from any and all practitioners involved in his care and treatment. Respondent understands and agrees that his compliance with the terms and conditions herein and with the recommendations of those providing care and treatment to him may be considered in any proceeding before the Board regarding his license.

23. Should Respondent's treatment involve more than one physician, he agrees that each such physician may communicate freely with any other physician or individual providing care and treatment to Respondent. Respondent agrees to execute any authorizations for release of his medical records that may be required for this purpose. Respondent agrees that the Board may (a) communicate freely and without limitation with

each physician; and (b) obtain and review Respondent's treatment records in their entirety, upon request.

24. Written approval by the Board, its staff, or agents is required for each treating professional caring for Respondent, including his primary care physician. Respondent shall provide each treating professional with a copy of this Stipulation and Consent Order and such other documentation or information as may be requested by the treating professional.

C. Reporting and Modification of Terms.

25. Respondent agrees that the principal treating professional, who shall be specifically approved for this purpose by the Board, shall provide on a quarterly basis written reports to the Board regarding Respondent's involvement in treatment and health. At least quarterly and upon request, the principal treating professional shall provide a written assessment expressly addressing: (a) whether Respondent appears to be able to practice medicine with reasonable care, skill, and safety; (b) affirming that Respondent's practice of medicine is not inconsistent with his own medical needs; and (c) summarizing Respondent's medical condition and treatment needs.

26. Such reporting shall normally be by letter, but the Board may designate the manner and form of all such reporting. The Board also may designate other treating practitioner(s) who shall provide reporting to the Board. Respondent shall bear the responsibility for personally making reasonable efforts to ensure that all such reporting takes place as required.

27. The Board shall be promptly notified in writing by both the principal treating professional and by Respondent if the treating professional has concluded that the frequency

of or duration of treatment can be reduced. The treating professional must set forth in writing the observations that are deemed to support this conclusion. Respondent shall be required to present a written petition seeking Board approval of any such proposal. The frequency or duration of treatment shall not be reduced without the written approval of the Board.

28. Respondent agrees that all reasonable recommendations from his treating professional(s), evaluations, and/or assessments as to his course of treatment shall be incorporated as additional terms and conditions of this Stipulation and Consent Order. Respondent expressly agrees that he shall fully and in good faith comply with all such reasonable recommendations. The Board in its sole discretion shall determine Respondent's compliance with this requirement.

29. If deemed appropriate, the Board, in its sole discretion and at any time, may limit the average number of hours per week that Respondent may retrain or care for patients. Such limitation may be effected by written notice to Respondent and his re-training program by the Board or any of its operating committees. The Board in its sole discretion may approve or disapprove a petition at a later date from Respondent to increase the average number of hours per week that he may retrain or care for patients.

30. Evaluative reports and/or assessments, physician reports, or medical records as referred to above, which are supplied to the Board pursuant to this Stipulation and Consent Order, shall be treated as protected by the patient-physician privilege, held confidential, and shall not be subject to disclosure to anyone other than the Board, its employees, and agents, other than through disclosure as evidence in a Board proceeding pursuant to 26 V.S.A. §§ 1356-1357 and 3 V.S.A. § 814.

D. Communication and Monitoring.

31. Respondent's re-training and practice activities shall be subject to ongoing monitoring. Regular on-site monitoring, consultation, and review of Respondent's re-training, practice, and other professional involvements shall be provided by a specifically identified practitioner (i.e., "supervising peer physician"), who shall be subject to the written approval or disapproval of the Board. Respondent agrees that he shall promptly provide copies of this Stipulation and Consent Order to any practitioner proposed for this purpose.

32. The supervising physician referred to above shall provide written quarterly reports to the Board. Such reports shall address the nature and status of Respondent's re-training, including hours and workload, practice activities, functioning, and how monitoring of Respondent's re-training and professional activities was carried out during the prior four-month period. Such reports normally shall be by letter. Respondent shall be responsible making reasonable efforts to ensure that such reports are promptly provided to the Board.

E. Re-training and Associated Practice Activities.

33. It is reiterated here that Respondent's planned re-training will take place under the auspices of the Hematology/ Oncology Unit of Fletcher Allen Health Care (FAHC), under the direction and supervision of Richard F. Branda, M.D. Respondent agrees that his re-training and any and all practice of medicine required as part of such re-training shall occur solely in association with (a) Fletcher Allen Health Care, its campuses, clinics, research and care centers, and service sites; and (b) The University of Vermont College of Medicine. Respondent expressly agrees that under the terms of this agreement he shall not practice medicine other than as part of his supervised re-training. Respondent shall be understood to

be and identified as a "visiting practitioner for educational need", "attending physician in training", or comparable designation.

34. The primary site for Respondent's his re-training and related practice of medicine shall be the Hematology/Oncology Unit at Fletcher Allen Health Care. Pursuant to this agreement, Respondent agrees to practice medicine only in a structured group practice setting,¹ subject to the express written approval or disapproval of the Board of Medical Practice. Respondent agrees that he shall promptly provide copies of this Stipulation and Consent Order to any employer, partnership, or institution involved in Respondent's re-training and practice of medicine.

F. Duration; Required Elements of Re-training.

35. The duration of Respondent's re-training shall be at least six months. The Board, in its sole discretion, may require that Respondent pursue an additional period of four or more months of re-training, may require other additional period(s) of re-training, or may direct other re-training or training in certain subjects or fields.

36. Respondent's re-training and associated return to practice shall include at least the following: a) experience with and care of oncology patients in both clinical and hospital settings; (b) attendance at teaching conferences and specialty boards; (c) rotations in relevant medical specialties; (d) intensive individual study in medical oncology; (e) preparation for and completion of the American Board of Internal Medicine (ABIM) self-assessment in medical oncology and the written Medical Knowledge Self-Assessment Program; (f) ABIM

1. A structured group practice shall include, at a minimum, regular substantive interaction with peers and colleagues involved in the care of patients. The Board in its sole discretion shall determine whether a proposed practice site shall be deemed a structured group practice setting.

recertification in medical oncology; (g) a minimum of four months of supervised rotations in medical oncology and related specialties (including oncology clinics, inpatient service, and specialty services); and (h) regular meetings with Dr. Branda to review progress and adjust the re-training program, as needed.

G. Material Term.

37. The parties expressly agree that Respondent's continuing formalized association with Fletcher Allen Health Care and/or the University of Vermont School of Medicine, as described above, expressly including Paragraphs 9 and 33, above, is a **material term** of this agreement. The parties agree that interruption or cessation of his re-training, employment, or formalized association with these entities shall constitute a circumstance of non-compliance by Respondent with the terms and conditions of this agreement and shall require Respondent voluntarily and immediately to cease all re-training and practice activities. The Board, in its sole discretion, shall promptly consider and approve or disapprove any petition from Respondent regarding such cessation.

H. Additional Terms as to Possible Cessation of Practice.

38. In the unlikely event that such a circumstance might occur, Respondent agrees that he shall promptly cease re-training and the practice of medicine should a treating physician so recommend to him. Respondent agrees that his treating physician(s) shall be required to notify the Board immediately of any such recommendation to Respondent. A treating physician also shall notify the Board of Respondent's compliance or non-compliance with any such recommendation, if known. Respondent agrees that noncompliance with such recommendation shall be grounds for summary suspension of his medical license.

39. Respondent agrees that upon any such recommendation, as described in Paragraph 38, above, he shall promptly and voluntarily cease and desist from any and all practice of medicine, including prescribing, in the State of Vermont or elsewhere until: (a) such time as it is deemed safe for him to return to the practice of medicine, such determination to be made by the Board, in its sole discretion; and/or (b) the Board approves any additional or revised conditions and requirements that shall regulate any future re-training and practice activities, care and additional treatment, and/or monitoring by the Board; and/or (c) other order of the Board. Respondent agrees that the Board may seek such evaluation or assessment and records as it may deem necessary to effect the purposes of this paragraph.

40. The Board agrees to promptly decide any petition from Respondent for: a) review of any recommendation made to Respondent by a practitioner that he temporarily cease re-training and the practice of medicine; or b) for Board approval of his return to re-training and practice after a temporary interruption.

41. In the unlikely event that circumstances reasonably appear to so warrant, Respondent agrees that the Board, in its sole discretion, may determine that Respondent's further involvement in medical re-training, pursuant to this agreement: (a) is inconsistent with the public health, safety, and welfare; and/or (b) lacks a reasonable likelihood of success. Thereafter, Respondent shall cease and desist from practice, and the Board, pursuant to the State's motion and due process, may suspend or revoke Respondent's license to practice medicine. See Paragraphs 38 and 39, above.

I. Other Matters.

42. Respondent agrees to accept and be bound by the terms and conditions of this

agreement until such time as he may be expressly relieved of these or they are modified, in writing, by the Board. The parties agree that Respondent may apply for modification or relief from the terms and conditions of this agreement by petition that provides: (a) affirmation by Respondent that he has completed his re-training; (b) documentation from Dr. Branda and/or others verifying that Respondent has successfully completed all necessary re-training and may practice medicine safely without formal supervision; (c) copies of all assessments, evaluations, and commentaries regarding Respondent's re-training efforts and progress; and (d) a current assessment and statement from Respondent's treating physician opining that Respondent's medical condition, in conjunction with any needed care and treatment, will permit him to practice medicine safely and without risk to patients or his own well-being.

43. The Board agrees that this agreement may be modified, provided that the Board is satisfied, in its sole discretion, that amendment of this agreement is consistent with protection of the public health, safety, and welfare and Respondent's own treatment and health. Respondent agrees that the Board may, but shall not be required to consider, any such petition prior to the passage of six months from the beginning of his retraining program.

44. Respondent agrees that all terms and conditions herein as to this matter may be adopted as an enforceable order of the Board, pursuant to 3 V.S.A. §§ 809(d) & 814; and 26 V.S.A. § 1353(4) and other applicable authorities, and agrees to be bound by these until such time as he may be expressly relieved of these terms and conditions or they are modified, in writing, by the Board.

45. The parties agree that this Stipulation and Consent Order imposes terms and conditions upon Respondent's medical license, shall be a public document, shall be made part

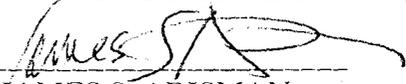
of Respondent's licensing file, and may be reported to other licensing authorities and/or entities including, but not limited to, the National Practitioner Data Bank and the Federation of State Medical Boards.

46. This Stipulation and Consent Order 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 rejects any part of this agreement, the entire agreement shall be considered void. However, if this agreement is deemed acceptable, 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. Respondent agrees that the Board of Medical Practice shall retain jurisdiction in this matter and may enforce as necessary the terms and conditions herein, subject to the terms of this agreement and 26 V.S.A. §1354(25) or other statutory authority.

Dated at Montpelier, Vermont, this 18th day of April 2006

STATE OF VERMONT

WILLIAM H. SORRELL
ATTORNEY GENERAL

by: 
JAMES S. ARISMAN
Assistant Attorney General

Dated at Pawlet, Vermont, this 14th day of April, 2006


ERIC A. PILLEMER, *pro se*
Respondent

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

FOREGOING, AS TO ERIC A. PILLEMER, M.D.
APPROVED AND ORDERED
VERMONT BOARD OF MEDICAL PRACTICE

<i>David W. Chase MD</i>	<i>Wahy D. Saitta MD</i>
<i>Ross D. Wignong MD</i>	<i>Peter M. Maslach, MD.</i>
<i>Detwain A. King MD PhD</i>	<i>Flavie Gray</i>
<i>John Cahill MD</i>	<i>Sand J. Johnson</i>
<i>Martha Reed</i>	
<i>Margaret Fink Martin</i>	

DATED: 5/3/06

ENTERED AND EFFECTIVE: May 3, 2006

Eric A. Pillemmer, M.D.: Re-training Sup; JSA/AAG 4/06