

B. Employment at the VA White River Junction Medical Center.

4. Applicant practiced as a physician assistant at the Department of Veterans Affairs (VA) Medical Center in White River Junction between 1999 and 2005. She has indicated in her application that her resignation involved concerns and certain allegations regarding completion of her progress notes for patient care, responsiveness to patient prescribing requests, communication of test results, adherence to certain administrative procedures, tardiness, and maintenance of schedules.¹ Applicant disputes certain of these allegations and concerns. Documentation supplied by the Applicant also indicates that during her employment with the VA she received treatment for a medical condition and in this regard had requested accommodations to assist her with meeting the requirements of her position.

5. Applicant resigned her position at the Veterans Administration Medical Center on October 5, 2005.

C. Proposed Position at FAHC.

6. Applicant has been offered and hopes to accept a position with the Division of Nephrology at Fletcher Allen Health Care. She would be responsible in this position for seeing outpatient dialysis patients once a week. She also would review on a regular basis the adequacy of the dialysis procedure for each patient, examine these patients for specific conditions and health needs, and provide treatment for hypertension, diabetes, hyperlipidemia, proteinuria, and anemia. Applicant would be responsible for appropriate

1. No allegations of patient harm have been brought to the attention of the Board.

documentation in the chart for each patient and communication with primary care or referring physicians regarding their care and medical needs.

D. Basis for Agreement.

7. Applicant has fully cooperated with the Board of Medical Practice and has made disclosure regarding her background, past employment, and medical needs. Her primary care physician and treating physician have documented Applicant's medical condition and treatment needs. Her treating physician describes Applicant's her medical condition as "stable and improving" and speaks highly of Applicant's interpersonal, clinical, and diagnostic skills. Both physicians agree that Applicant is able to perform her duties as a physician assistant. Applicant's treating physician has identified certain "reasonable accommodations" that she believes would be of benefit both to the Applicant and her employer.

8. Applicant affirms her continuing willingness to assist and cooperate with the Board of Medical Practice in the exercise of its statutory responsibilities. She has determined that she shall voluntarily enter into this agreement with the Vermont Board of Medical Practice and formalize her commitment to: (a) continued care and treatment of her own medical needs; and (b) satisfaction of relevant professional standards in the care of her own patients. Thus, she voluntarily agrees here that all practice by her as a physician assistant medicine shall be subject to the terms and conditions set forth below.²

9. Applicant acknowledges that she has been offered the opportunity to obtain an attorney and to receive legal advice and counsel regarding this matter. She warrants here that

2. Applicant's proposed employer, FAHC, has indicated its willingness to cooperate with regard to reasonable conditions imposed by the Board with regard to Applicant's physician assistant certification.

she is satisfied with any advice, counsel, and representation she may have received to date in the instant matter. She agrees and fully understands that by executing this document she is waiving the necessity of any further proceedings of any kind before the Board of Medical Practice, at this time, so as to proceed to this agreement. 3 V.S.A. § 809(d). In sum, Applicant now voluntarily and knowingly agrees to the terms and conditions herein.

10. Applicant understands and agrees that subsequent to approval of this agreement she could be required to enter into other terms and conditions, in addition to or in substitution for and those already required herein by the Board. Any such new or additional terms and conditions would be set out by further Board order.

11. The parties now enter into the instant Stipulation and Consent Order, which is intended to serve as a means of providing for care of Applicant's medical needs and ensuring the safety and sound medical care of patients. This is a non-disciplinary agreement that is intended to provide for Applicant's certification and return to practice while taking into account her medical needs. Applicant expressly acknowledges that this Stipulation and Consent Order shall be legally binding and enforceable upon her.

II. Terms and Conditions.

A. Care and Treatment; Waiver of Confidentiality.

12. Applicant agrees that if requested by the Board, in its sole discretion, she shall undergo such assessment, testing, or evaluation as may be required by the Board prior to or following her return to practice as a physician assistant. Applicant would bear all costs. The parties agree that Applicant's current medical care indicates that the need for such action is unlikely.

13. Applicant agrees that she shall execute any and all waivers of confidentiality that may be required so as to permit the Board, its staff, or agents to order and/or review any and all assessments, evaluations, tests, diagnoses, records, or reports regarding her medical condition, care and treatment, and performance of her responsibilities as a physician assistant. She agrees not to terminate such authorizations and to execute such further authorizations for the release of her medical records that the Board may require. Consistent with such authorizations Applicant expressly agrees that the Board or its agents at any time may communicate orally to obtain information from (a) practitioners involved in her care and treatment; (b) supervisors, peers, and practitioners having knowledge of her performance of her duties as a physician assistant.

14. Applicant agrees to pursue in good faith and without interruption such care and treatment of her medical condition as may be recommended to her by treating professionals. Applicant agrees that she shall not terminate or interrupt such care and treatment without the express written approval of the Board of Medical Practice. She shall bear all costs of care and treatment, assessment, tests, and/or evaluation, as well as monitoring and reporting but shall be permitted to share such costs with third parties, subject to Board review and approval.

15. Applicant also understands and agrees that her compliance with the terms and conditions herein and with the recommendations of those providing care and treatment to her shall be considered in any subsequent determinations or proceeding(s) before the Board regarding her certification(s).

16. Applicant agrees that she shall be responsible for ensuring that her treating practitioner(s), as identified by the Board, shall report in writing, on a quarterly basis, directly to the Board of Medical Practice regarding her care and treatment, progress, and ability to provide safe and sound medical care as a physician assistant. All practitioners providing medical care to Applicant shall be identified in writing to the Board and shall be subject to approval or disapproval by the Board at any time.

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

18. If deemed appropriate, the Board, in its sole discretion and at any time, may limit the average number of hours per week that Applicant may care for patients. Such limitation may be effected by written notice to Applicant by the Board, any of its operating committees, or its agents. The Board in its sole discretion may approve or disapprove a petition at a later date from applicant to increase the average number of hours per week that she may care for patients. The Board imposes no such limitation at this time but reserves its authority to do so at a later date, in its sole discretion.

19. Evaluative reports and/or assessments, physician reports, or medical records regarding Applicant, 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 Board proceedings.

B. Patient Records.

20. Applicant acknowledges and expressly agrees here that the prompt completion of accurate, thorough, and well-documented patient medical records, as well as timely communication with patients regarding prescriptions and laboratory results, are critical elements of sound medical care. Applicant agrees that patient records identify current medical needs, treatment, and referrals. She agrees that patient records reflect future care to be provided and anticipate the longer-term care of the patient. She agrees that such written information allows a practitioner to avoid reliance on memory alone and offers subsequent physicians the benefit of a clear record regarding earlier patient care. In sum, Applicant agrees that timely and complete patient medical records are relied upon by other practitioners in caring for patients and are vitally important to those doctors who supervise physician assistants.

21. Applicant agrees that while employed at Fletcher Allen Health Care or elsewhere, all patient documentation shall be completed by her on a timely basis, shall meet the requirements or guidelines for timeliness and content of the employing institution or entity, and shall be completed within 24 hours of the date of service, absent compelling reasons. Applicant agrees that she shall promptly report and provide to the Board of Medical Practice copies of any warnings, notices, cautions, memoranda, notes, critiques, and similar writings to her or about her regarding lack of timeliness or deficiency in her written documentation.

22. Applicant agrees she shall apprise herself of and comply with all institutional requirements for the confidentiality of protected patient medical information; regulations for the Health Insurance Portability & Accountability Act (HIPAA); and the patient privilege set forth at 12 V.S.A. § 1612.

C. Compliance with Institutional Administrative Requirements.

23 Applicant agrees that while employed at Fletcher Allen Health Care or elsewhere, she shall comply with all administrative requirements of the employing institution or entity with regard to times of arrival, scheduling leave, and patient scheduling. Her scheduled clinical visits, meetings, and procedures for patients shall occur with reasonable timeliness, absent compelling circumstances. Applicant shall provide timely response to requests by telephone or in writing for actions related to patient care. The timeliness of such responses shall comply with the requirements or guidelines of the employing institution or entity. Applicant agrees that she shall promptly report and provide to the Board of Medical Practice copies of any warnings, notice, cautions, memoranda, notes, critiques, and similar writings to her regarding tardiness, lack of timeliness in her day-to-day responsibilities, or non-compliance with other administrative requirements.

24. Applicant also agrees that while employed at Fletcher Allen Health Care or elsewhere, she shall comply with administrative requirements of the employing institution or entity pertaining to screening tests, laboratory results, and prescribing. Applicant agrees that she shall promptly report and provide to the Board of Medical Practice copies of any warnings, notice, cautions, memoranda, notes, critiques, and similar writings to her regarding any of these responsibilities.

25. Applicant agrees that her supervising physician(s), who shall be identified by name and who shall be subject to Board approval or disapproval at any time, shall forward to the Board written quarterly reports regarding Applicant's performance as a physician assistant and addressing her ability to practice medicine safely and competently. Applicant agrees that she shall be responsible for ensuring that such quarterly reports are promptly prepared and forwarded to the Board. Applicant agrees that the Board or its agents may communicate, orally or in writing, with her supervising physician(s), other practitioners, and peers at any time regarding her performance of her duties and her ability to practice safely and competently as a physician assistant.

D. Usual Requirements for Certification.

26. Applicant acknowledges and agrees that she cannot practice as a physician assistant in the State of Vermont until she has met all usual Board requirements for certification at a specific practice site, including approval of all supervising physicians and of a written scope of practice.

27. Applicant understands and agrees that this Stipulation and Consent Order, without more, does **not** create a right to unconditioned certification as a physician assistant in Vermont and does not constitute a promise by the Vermont Board regarding continued or future certification. Applicant agrees that the Vermont Board of Medical Practice may adopt Paragraphs 3 through 11, above, and this paragraph as its findings of fact and/or conclusions of law in this matter. She agrees and accepts that these paragraphs and this agreement, generally, provide a sufficient basis for entry and enforcement of this Stipulation and Consent Order by the Vermont Board of Medical Practice.

E. Acknowledgement.

28. Applicant agrees that she has read and carefully considered all terms and conditions herein as to the instant agreement, and she agrees that these may be adopted as an enforceable order of the Board. She agrees to accept and be bound by these terms and conditions until such time as she may be expressly relieved of these terms and conditions or they are modified in writing by the Board.

29. Applicant acknowledges and agrees that the Board of Medical Practice may and shall review her compliance with the above terms, e.g., Paragraphs 12 through 25, in determining whether further order of the Board or amendment of this agreement is required. The parties acknowledge and agree that a critical "notice" or "warning" or similar writing from an institutional employer or supervisor shall not necessarily result in Board action. However, Applicant acknowledges that material or repeated non-compliance with the terms and conditions of this agreement (or institutional requirements or expectations) could result in Board disciplinary action, including imposition of further conditions or restrictions, suspension, or other action.

30. The parties agree that Applicant may apply for modification or relief from the terms and conditions of this agreement by petition that includes: (a) copies of all assessments, evaluations, and commentaries regarding Applicant's practice activities; and (b) current assessment and statement from Applicant's treating physician opining that her medical condition, with any needed care and treatment, will permit her to practice medicine safely and without risk to patients or her own well-being. Applicant agrees that the Board shall not consider any such petition earlier than 24 months from the effective date of this agreement.

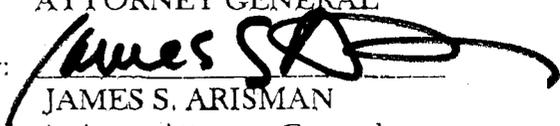
31. This agreement is subject to review and acceptance by the Vermont Board of Medical Practice and shall not become effective until presented to and approved by the Board. If the Board rejects any part of this agreement, the entire agreement shall be considered void. Applicant agrees her acceptance of this agreement is entirely voluntary and knowing and agrees that if the Board does not accept this agreement in its current form, she shall not assert in any subsequent proceeding that her rights have been prejudiced by any such prior consideration. However, if this agreement is deemed acceptable, the parties request that the Board enter an order adopting the terms and conditions as set forth herein. Applicant agrees that the Board of Medical Practice shall retain continuing jurisdiction in this matter and may legally enforce as necessary all terms and conditions herein, including by further Board order(s).

Dated at Montpelier, Vermont, this 28th day of July 2006.

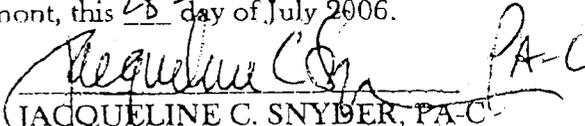
STATE OF VERMONT

WILLIAM H. SORRELL
ATTORNEY GENERAL

by:


JAMES S. ARISMAN
Assistant Attorney General

Dated at Wells, Maine Vermont, this 28th day of July 2006.


JACQUELINE C. SNYDER, PA-C
Applicant, *pro se*

FOREGOING, AS TO JACQUELINE C. SNYDER, PA-C
APPROVED AND ORDERED
VERMONT BOARD OF MEDICAL PRACTICE

Richard J. Gorman, M.D.

Richard J. Gorman, M.D.

Richard J. Gorman, M.D.

DATED: 8/2/06

ENTERED AND EFFECTIVE: August 2, 2006

J.C. SNYDER, PA-C: STIP/CONSENT: JSA 7/06; Not Effective Until Reviewed and Approved by the Vermont Board of Medical Practice