

THE SOUTH DAKOTA STATE BOARD OF MEDICAL AND OSTEOPATHIC EXAMINERS

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IN THE MATTER OF THE CANCELLATION,  
REVOCATION OR SUSPENSION OF SOUTH  
DAKOTA STATE BOARD OF MEDICAL AND  
OSTEOPATHIC EXAMINERS LICENSE #3915  
ISSUED TO JOHN DURSO, M.D.

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\* ORDER OF REINSTATEMENT  
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WHEREAS, on September 22, 1993, license #3915 issued to John Durso, M.D., was placed on probation for two (2) years pursuant to the South Dakota State Board of Medical and Osteopathic

Examiners' Stipulation on Agreed Disposition, and

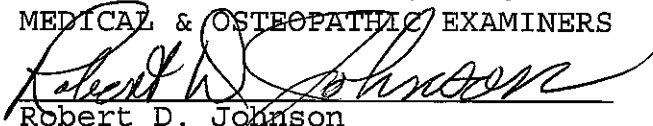
WHEREAS, on September 21, 1995, John Durso, M.D., successfully completed such probationary period by complying with all terms of probation.

THEREFORE, IT IS HEREBY ORDERED that license #3915 issued to John Durso, M.D., is hereby REINSTATED.

Dated this 21<sup>st</sup> day of September, 1995.

SOUTH DAKOTA STATE BOARD OF  
MEDICAL & OSTEOPATHIC EXAMINERS

By:



Robert D. Johnson  
Executive Secretary

THE SOUTH DAKOTA STATE BOARD OF MEDICAL AND OSTEOPATHIC EXAMINERS

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 IN THE MATTER OF THE CANCELLATION, \*  
 REVOCATION OR SUSPENSION OF SOUTH \*  
 DAKOTA STATE BOARD OF MEDICAL AND \* STIPULATION ON  
 OSTEOPATHIC EXAMINERS LICENSE #R0078 \* AGREED DISPOSITION  
 ISSUED TO JOHN DURSO, M.D. \*  
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This Stipulation, made and entered into by the South Dakota State Board of Medical and Osteopathic Examiners, hereinafter

referred to as Board, by and through its duly appointed Investigative Committee consisting of James Reynolds, M.D., Robert Johnson and Charvin Dixon, and licensee John Durso, M.D., WITNESSETH:

WHEREAS, the above named John Durso, M.D., is duly licensed by the South Dakota State Board of Medical and Osteopathic Examiners, and

WHEREAS, the Board is in receipt of certain information which, if true, would constitute unprofessional conduct in violation of SDCL 36-4-30, and would constitute grounds for the cancellation, revocation or suspension of license #R0078 issued to John Durso, M.D., and

WHEREAS, John Durso, M.D., has waived his rights pursuant to SDCL 1-26-29, to informally meet with the Board in order to permit him an opportunity to show compliance with all lawful requirements for retention of his license, and

WHEREAS, the Board is permitted pursuant to SDCL 1-26-20 to informally settle contested cases of this nature;

NOW, THEREFORE, based upon the foregoing, the parties

stipulate and agree as follows:

1. That John Durso, M.D., waives any and all rights, administrative and judicial, that he may enjoy pursuant to SDCL 1-26 or SDCL 36-4.
  2. That the South Dakota State Board of Medical and Osteopathic Examiners license #R0078 issued to John Durso, M.D., be suspended for two (2) years from the date this Agreement is executed.
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3. That such license suspension of license #R0078 issued to John Durso, M.D., shall be stayed during a two (2) year period of probation during which time period John Durso, M.D., shall abide by and comply with all of the following terms and conditions:
    - A. That John Durso, M.D., shall comply with all laws applicable and relating to the practice of medicine as set forth in SDCL 36-4 as well as all rules and regulations pertaining to such practice in South Dakota.
    - B. That during such two (2) year period, John Durso, M.D., shall permit the Board or its authorized agents to have free access to all records relating to medical services provided by him to patients and answer questions and disclose information thereon as requested by the Board or its authorized agents.
    - C. That John Durso, M.D., shall make every effort to assure that no false or untrue information is

entered into the record of any patient under his care.

- D. That John Durso, M.D., is required to comply with and cooperate with requests from the Board or its authorized agents.
- E. That John Durso, M.D., shall make appearances annually, and/or upon request, before the Board. John Durso, M.D., shall be given reasonable notice of the date, time and place for the appearance.
- F. That John Durso, M.D., not engage in the use of alcohol or personally use any controlled substance unless the latter is prescribed by a physician licensed under SDCL 36-4 or by similar examining Board.
- G. That John Durso, M.D., is required to comply with and cooperate with requests from the Board or its authorized agents, and prove to the satisfaction of the Board that he has not exhibited habits of alcohol use or drug use or alcohol or drug addiction.
- H. That John Durso, M.D., shall receive alcohol and chemical dependency evaluation and treatment by the Keystone Treatment Center of Canton, South Dakota.
- I. That John Durso, M.D., agrees to provide the Board with independent verification of regular attendance of 2 times per week at Alcoholics

Anonymous (AA) and/or Narcotics Anonymous (NA) meetings in his home community on at least a monthly basis.

J. That John Durso, M.D., submit to random blood and/or urinalysis tests at times requested by the Board or its authorized agents, such testing to comply with the following protocol:

- (1) At the time of testing, John Durso, M.D., shall receive a specimen cup labeled with his name, and the individual witnessing the sample must personally witness John Durso, M.D., giving the required sample, such witness to be approved or appointed by the Board;
- (2) In the presence of John Durso, M.D., the witness will cover the sample and seal the sample with evidence tape;
- (3) Both John Durso, M.D., and the witness must check and confirm the identification of the sample and both must initial, date and record the time of the sample on the evidence tape;
- (4) The witness must then, in the presence of John Durso, M.D., complete the first entry on a chain of custody envelope and place the sample within such envelope;

- (5) The sample must then be secured by the witness in an ice chest in his personal vehicle;
- (6) The sample must then be delivered to a laboratory chosen by the Board, and the witness and John Durso, M.D., must assure that the chain of custody envelope properly reflects appropriate entries for every change of custody;
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- (7) The laboratory chosen by the Board must conduct drug and/or alcohol screens as requested by the Board;
- (8) If a sample is tested negative, no further testing will be conducted and the sample discarded, but if the sample tests positive, laboratory personnel must contact the Board relative to instructions for mailing a portion of the sample to a second laboratory for further testing;
- (9) Laboratory personnel must submit to the Board a written final analysis of the sample within 30 days of testing.

K. That John Durso, M.D., is responsible for insuring compliance with the above referred to protocol, is responsible for all costs associated with the above referred to testing, and this Stipulation shall constitute a waiver of confidentiality and

the physician patient privilege and be sufficient authority for any facility conducting test(s) to transmit such test results directly to the Board without any additional authorization from John Durso, M.D.

L. That any positive drug or alcohol test results, shall permit the Board to summarily enforce the two (2) year suspension of medical license #R0078 issued to John Durso, M.D.

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M. John Durso, M.D., shall permit the Board or its authorized agents to have free access to all records relating to medical services provided by him to patients and shall agree to answer questions and disclose information thereon as requested by the Board or its authorized agents.

4. In the event that any conduct of John Durso, M.D., during the two (2) year probationary period, violates the provisions set forth in this agreement, the Board may summarily enforce a two (2) year suspension of license #R0078 issued to John Durso, M.D.
5. It is further Stipulated and Agreed that in the event John Durso, M.D., is convicted of a criminal offense related to controlled substances, the Board shall have the right to revoke medical license #R0078 without further hearing thereon and without additional notice to John Durso, M.D., other than service on him of a copy of its Orders of Revocation thereon.

6. That in the event John Durso, M.D., leaves South Dakota to reside or practice outside the state, John Durso, M.D., shall notify the South Dakota State Board of Medical and Osteopathic Examiners in writing of all changes of address as well as the dates of departure and return. Periods of residence or practice outside South Dakota shall not apply to the duration of the informal settlement of the above entitled matter.

~~7. That this Agreement for the disposition of the above~~  
entitled contested case is a matter of public record and the obligations of the Board with respect thereto shall be governed by the laws of South Dakota and current Board policy.

8. That all parties hereto recognize that Board representatives who have engaged in discussions relative to an agreed disposition of this matter can only make recommendations to the South Dakota State Board of Medical and Osteopathic Examiners, which recommendation can in no way be considered as binding upon the full membership of the Board who would ultimately decide the pending contested case, and this Agreement is subject to acceptance by the full membership of the Board.

9. It is further agreed that in the event this Agreement is not accepted by the membership of the South Dakota State Board of Medical and Osteopathic Examiners, such agreed disposition shall not in any manner be considered as binding upon John Durso, M.D., and in such case, the above entitled



matter would proceed to a contested case hearing with no inferences or presumptions being drawn by reason of this Agreement entered into and that such Agreement shall in no way prejudice or be considered by the Board upon a contested case hearing or decision thereon.

10. That John Durso, M.D., understands that he has the right and has been afforded the opportunity to have this Agreement reviewed by his attorneys, and that in the event he chooses ~~to execute this document without taking the opportunity to~~ avail himself of this right such failure shall be deemed to be a waiver of such right.
11. That John Durso, M.D., specifically waives any claim that any disclosures made to the full membership of the Board for the purposes of the consideration of this Agreement have prejudiced his rights to a fair and impartial hearing in the event this Agreement is not accepted by the full Board and if further proceedings ensue.
12. John Durso, M.D., further agrees that there have been no inducements, threats or promises made in order to obtain his entry into this Agreement.
13. That the charges on file with the Board shall remain a part of the Board's file relative to the licensure of John Durso, M.D., and are not, in any manner, waived upon any future matters relating to the right of John Durso, M.D., to practice medicine in South Dakota, or upon any application for licensure in another state by reciprocity, and nor is

such information waived upon any future application of John Durso, M.D., for South Dakota licensure.

14. Upon full compliance with the terms and conditions set forth in this Agreement and upon expiration of the required probationary period, license #R0078 issued to John Durso, M.D., shall be restored to its unrestricted status and be free of all terms of probation.
15. That the parties further agree that all statements contained herein are based upon the facts known to the Board on the date of execution of this Agreement.

Dated this 22<sup>nd</sup> day of September, 1993.

The South Dakota State Board  
of Medical and Osteopathic  
Examiners

By Robert D. Johnson  
Robert D. Johnson  
Executive Secretary

John Durso, M.D.  
John Durso, M.D.

Doug Cummings  
Attorney for John Durso, M.D.