

CURRICULUM VITAE (05/2025)

JEFFREY DURHAM DURGIN, MD, FACS

Board Certified in General Surgery

Board Certified in Emergency Medicine

3323 N Midland Dr

STE 113-155

Midland, TX 79707

(432) 312-9955

Email: scalpulman@yahoo.com

TX License: L4353, NM License: MD2024-0432

NPI: 1598750424, TX DEA: BD7834357, NM DEA: FD5354876

SURGERY EXPERIENCE

Anticipated 6/2025	PMG General Surgery Plains Regional Medical Center 2100 N Martin Luther King Jr Blvd Clovis, NM 88101 Specialty: General Surgery, First shift scheduled 6/9/2025
Anticipated 6/2025	Fedko Emergency Physicians Plains Regional Medical Center 2100 N Martin Luther King Jr Blvd Clovis, NM 88101 Specialty: Emergency Medicine, First shift scheduled 6/4/2025
09/2014- PRESENT	Surgical Expertise 3323 N. Midland Dr, STE 113-155 Midland, TX 79707 Specialty: Expert Witness Consulting- General Surgery
10/2023- 07/2024	Surgical Specialists, North Texas Medical Center 1627 N Grand Ave Gainesville, TX 76240 Specialty: Including but not limited to General surgery, trauma, bariatrics, endobariatrics, endoscopy.
09/2016-07/2023	Basin Surgical 5000 Briarwood Ave, Suite 203

Midland, TX 79707

Specialty: Private practice General Surgery, including laparoscopic and robotic surgery, Endoscopy/colonoscopy, wound care, and non-surgical bariatrics, including Orbera and Endoscopic Sleeve Gastroplasty.

- 09/2008 – 09/2014 Midland Surgical Associates
2405 W Missouri Ave
Midland, TX 79701
Phone: (432) 697- 1061
Specialty: General, Vascular, and Trauma Surgery
- 09/2013 – 09/2014 **Co-Director, Intensive Care Unit**
Midland Memorial Hospital
400 Rosalind Redfern Grover Parkway
Midland, Texas 79701-9980
(432) 221-5221
- 06/2013 – 09/2014 **Trauma Medical Director**
Midland Memorial Hospital
400 Rosalind Redfern Grover Parkway
Midland, Texas 79701-9980
(432) 221-5221
- 01/2013 – 12/2014 **Chairman, Department of Surgery**
Midland Memorial Hospital
400 Rosalind Redfern Grover Parkway
Midland, Texas 79701-9980
(432) 221-1111
- 10/2012 – 06/2014 **Surgery Clerkship Director**
Texas Tech Health Science Center- Permian Basin
701 W 5th St
Odessa, TX 79763
(432) 335-1694
- 10/2010 – 12/2012 **Section Chief of Surgery**
Midland Memorial Hospital
400 Rosalind Redfern Grover Parkway
Midland, Texas 79701-9980
(432) 221-1111
- 09/2008 – 09/2014 **Clinical Assistant Professor of Surgery**
Texas Tech Health Science Center

3601 Lubbock Street
Lubbock, TX 79430

07/2006 – 7/2008 **General and Vascular Surgeon**
Central WV Medcorp, Inc.
911 Gorman Avenue, Suite 103, Elkins, WV 26241
Phone: (304) 637-9302

07/2006 – 07/2008 **Clinical Assistant Professor of Surgery**
West Virginia School of Osteopathic Medicine
400 N. Lee Street
Lewisburg, WV 24901

EMERGENCY MEDICINE EXPERIENCE

07/2024- 06/2025 Emergency Medicine Physician
Emergency Staffing Solutions
17304 Preston Rd., Ste. 1400
Dallas, TX 75252
(866) 931-8882

Emergency medicine provider at Freestone Medical Center and Mid-Coast Medical Crockett

07/2024- 06/2025 Emergency Medicine Physician
Southwest Medical Associates
PO Box 2168
Rockport, TX 78381
(800) 929 – 4854

Emergency Medicine Provider at Coryell Memorial, Gatesville, TX.

07/2023-07/2024 Emergency Medicine Physician
Western Healthcare
13155 Noel Road Suite 800
Dallas, Texas 75240
(800) 971-4131

Emergency Medicine Provider at North Texas Medical Center in Gaineville, TX

01/2016 - 07/2023 **Medical Director and** Emergency Medicine Physician
Emergency Department
Covenant Hospital -Levelland

1900 College Ave
 Levelland, TX 79336

Emergency Medicine Provider and Medical Director at Covenant Hospital, Levelland, TX.

03/2014- 03/2018 Emergency Medicine Physician
 Schumacher Group
 3100 Cumberland Blvd., Suite 1400
 Atlanta, GA 30339
 1-800-893-9698

Emergency Medicine Provider at East Texas Medical Center Henderson and Odessa Regional Medical Center,
 Odessa, TX

09/2014- 09/2016 Emergency Medicine Physician
 12/2009 - 05/2011 Southwest Medical Associates
 07/2002 – 07/2006 PO Box 2168
 Rockport, TX 78381
 (800) 929 – 4854

Emergency Medicine Provider at Scott and White – Taylor, TX, Kings Daughter's Hospital- Temple, TX,
 Coryell Memorial- Gatesville, TX, Foundation Surgical Hospital – El Paso, TX, Refugio County Memorial-
 Refugio, TX, Cuero Community Hospi

MEDICAL DIRECTOR EXPERIENCE

01/2016 - 07/2023 Medical Director
 Emergency Department
 Covenant Hospital -Levelland
 1900 College Ave
 Levelland, TX 79336

03/2015 - PRESENT Medical Director- Volunteer
 Emergency Services (EMS)
 Glasscock County, TX

08/2014 – PRESENT Medical Director
 Access One Medical
 4625 Alabama Street, Suite C
 El Paso, TX 79930

CERTIFICATIONS

INTERNSHIP/RESIDENCY

EDUCATION

07/1997 – 05/2001 University of Texas Medical School
7703 Floyd Curt Drive, San Antonio, TX 78229
Degree: MD - Doctor of Medicine

08/1993 - 05/1997 Angelo State University
 2601 W. Avenue N., San Angelo, TX 76909
 Degree: BS, Psychology – Summa Cum Laude

RESEARCH

Summer 1998 **Research Assistant**, University of Texas Health Science Center.
 Bram Kaufman, M.D. Developed a rat model to evaluate the effectiveness of venous conduits and trophic factors in nerve regeneration.

Summer 1997 **Research Assistant**, Audie Murphy Memorial Veterans Hospital.
 Robert Clark, M.D. Elucidated the role of transcription factors in the down-regulation of calreticulin in activated neutrophils.

Spring 1997 **Research Assistant**, Angelo State University.
 Robert Mowrer, Ph.D. Evaluated the role of frustration in induced helplessness.

PUBLICATIONS & PRESENTATIONS

JD Durgin. “Combat Surgery: Lessons Learned in Iraq.” Midland Memorial Hospital Medical Staff Lecture, AMA PRA Category 1 Credit™

JD Durgin, KM Vieth, TC Pratt, RW Smith. “Renal Angiomyolipoma Presenting As Life-Threatening Hemorrhagic Shock: A Case Report.” American College of Surgeons Scientific Exhibition, 2002 Clinical Congress, San Francisco.

JD Durgin, TJ Valente, and RA Dark. “Calreticulin: Down-regulation and Transcription Factors.” TexMed “98 Educational Showcase and Expo: Poster Session.

SL Ray, **JD Durgin**, RR Mowrer. “Helplessness or Frustration: An Exploration of Induced Helplessness.” 1997 Southwestern Psychological Association: Paper Session.

HONORS & AWARDS

07/2014 **Surgery Faculty Teaching Award.** Third Year Student Clerkship, Texas Tech Health Science Center- Permian Basin.

08/2008 Army Reserve Components Achievement Medal, National Defense Service Medal, Global War on Service Medal, Iraq Campaign Medal Campaign Star, Armed Forces Reserve Medal with M Device, Army Service Ribbon, and Expert Badge (Rifle, Pistol)

08/2008 **Army Commendation Medal.** Exceptionally meritorious service while deployed in Support of Operation Iraqi Freedom.

03/2007 National Defense Service Medal, Global War on Terrorism Service Medal, Iraq

Campaign Medal, and Armed Forces Reserve Medal.

- 03/2007 **Army Commendation Medal.** Exceptionally meritorious service while deployed in Support of Operation Iraqi Freedom.
- 06/2006 **John Roberts Scholarship Award.** Texas A&M – Scott and White General Surgery Residency.
- 06/2005 **President’s Volunteer Service Award.** For Volunteer Service at Nigerian Christian Hospital Through Earthwide Surgical Foundation.
- 1998 **Honorable Mention Student Resident Poster Award.** TexMed ‘98 Educational Showcase and Expo.
- 1998 **SAFMR/SSCI Student Research Award.** American Federation for Medical Research.
- 1998 **Summer Research Grant.** Awarded by Office of the Dean. UTHSCSA, and Audie Murphy Memorial Veterans Hospital.
- 1997 **Student of the Year in Psychology.** Angelo State University.
- 1993 – 1997 **Carr Academic Scholarship.** Full tuition merit scholarship.
- 1993 – 1997 **Town & Country Food Stores Scholarship.** Employer-sponsored partial tuition scholarship.

EXTRACURRICULAR

- 2014 – 2016 **Medical Officer,** Knights of Columbus, Midland, TX.
- 2014- 2016 **Board of Directors, Keep Midland Beautiful,** Midland, TX
- 2013- 2014 **Chairman of the St. Ann’s Family Fair,** Midland, TX.
- 2010- 2013 **Trustee, St. Ann’s School Board.** Midland, TX.
- 2010- 2012 **Officer, Midland County Medical Society.** Public Grievance Committee.
- 2008- 2012 **Volunteer, Dare to C.A.R.E. Midland.** Free public screening and medical education for vascular disease.
- 2001 – 2014 **Instructor, Advanced Trauma Life Support.** Bi-annually for ATLS course.
- Spring 2003 **Fundamental Critical Care Support Course.** Society of Critical Care Medicine.

Fall 2000	Teaching Assistant, Advanced Anatomy of the Trunk, Abdomen, and Perineum. Instructed freshman medical students in methods of dissection and recognition of anatomic detail.
Spring 2000	Volunteer, Daughters of Charity Services of San Antonio. Evaluated and educated patients with diabetes mellitus during weekly home visits.
September 1999	Volunteer, South Texas Blood and Tissue Center. Planned and orchestrated a bone marrow donor drive for underrepresented minorities at the University of Texas Health Science Center.
Spring 1999	Teaching Assistant, Exercises in Physiology. Taught principles of cardiovascular physiology to freshman medical students.
1997 – 2006	Volunteer, Leukemia Society of America. Promoted community awareness and participated in quarterly fundraising events, such as “Light the Night: Walk for a Cure” and “Mother’s Day Out.”

PROFESSIONAL MEMBERSHIPS

Fellow American College of Surgeons

Fellow American Academy of Cosmetic Surgery

Eastern Association for the Surgery of Trauma

Texas Surgical Society

Society of Gastrointestinal and Endoscopic Surgery

Midland County Medical Society

Texas Medical Association

American Medical Association

American Society of Liposuction Surgeons

American College of Aesthetic and Cosmetic Physicians

American Society of Aesthetic/Cosmetic Physicians

International Society of Cosmetogynecologists

Expert Witness Professional Services and Fee Agreement

Jeffrey Durgin, MD, FACS

Fees:

1. Time required to discuss case materials, review records, prepare a report, edit report, execute report, and prepare for deposition, hearings, arbitration and/or trial will be billed at \$500 per hour.
2. Time required to travel portal to portal for out of town testimony for trial or deposition will be billed as “travel time” at \$200 per hour.
3. Time required for deposition or meeting (local, virtual, or distant) will be billed at \$750 per hour, with a two-hour minimum.
4. Time required for trial testimony will be billed at \$7500 per day.

A rush fee will apply to:

- 1) The initial work on the file when it must be completed within TWO WEEKS will be billed at \$600 per hour. Timing of a rush fee is calculated based on receipt of records, retainer and signed fee agreement in my office.
- 2) The initial work on the file when it must be completed within ONE WEEK will be billed at \$700 per hour. Timing of a rush fee is calculated based on receipt of records, retainer and signed fee agreement in my office.

Please note the following:

1. I require receipt of the retainer before work on the file begins.
2. I accept payment by check or wire transfer.
3. Credit card transactions are NOT accepted.
4. I do not accept direct payment from your client. All payments must be from the law firm.

Provision of Documents:

The retaining attorney is expected to furnish all relevant documents and materials as they are obtained and to provide all requested documents and materials as discovery rules permit. Please do not forward your only copy of the documents. Please send additional records or materials to: JDMD Surgical Expertise, 3323 N. Midland Drive Suite 113–155, Midland, TX 79707.

Charges:

All time that is billed on an hourly basis is invoiced in quarter hour increments. This time is rounded up to the next quarter hour. I cannot predict or guarantee total fees. Billing will depend on the amount of time spent on the case and other expenses.

Expenses:

Including, but not limited to:

A. Travel:

- 1) Automobile expenses are billed at the current IRS rate per mile plus tolls and parking charges. Airfare, train fare, lodging, etc. are to be paid by the law firm in advance.
- 2) I will bear no responsibility to reimburse the law firm for nonrefundable expenses, such as airline tickets, in the event that testimony is cancelled.
- 3) Meals are billed as incurred when time away from the expert's office exceeds 4 hours.
- 4) Document Reproduction and Delivery Costs (Federal Express, courier and other expenses): As incurred.

B. Record printing and/or organization:

Billable time will include:

1. Time taken to print file records in an organized, chronological fashion. Time and costs associated with printing records will be billed at the same rate as all other work on the file.
2. Time taken to organize records in a concise and accurate manner (time spent on identifying missing pages, duplicate pages, etc.). This will be billed at the same rate as all other work on the file.

Retainers:

1. A \$2500 non-refundable retainer fee or a \$3500 non-refundable rush retainer fee, and a signed fee agreement and/or a retaining letter, are required.
2. Receipt of the retainer constitutes acceptance of the terms of this agreement.
3. Please make checks payable to: JDMD Surgical Expertise PLLC, 3323 N. Midland Drive Suite 113-155, Midland, TX 79707
4. Billing will be charged against the retainer. Invoices will be generated as the work is done and the retainer will be applied accordingly.
5. If billing exceeds the retainer then additional retainer may be required.
6. If Billing does not Exceed the retainer then no refund will be given.

7. I reserve the right to withhold submission of a report pending receipt of a payment of any invoices due or past due.
8. The publication, listing, or designations of Surgical Expertise or Jeffrey Durgin, MD without written permission and formal retention is prohibited. Any violation will be considered retention and will result in invoicing for a \$5,000 nonrefundable fee.

Invoices:

1. Invoices will be sent periodically to clients and are due immediately upon receipt. Failure to make payment of invoices shall constitute a default of our agreement.
2. than 10 business days after the date of such billing, after which time the billing will be considered correct and payable as billed.
3. Out-standing balances over 30 days are subject to an interest charge of 1.5% per month each month until paid.
4. I, without liability, may withhold delivery of reports, and may suspend performance of his/her obligation to a client pending full payment of all charges.
5. Failure to include a billable item in an invoice shall not constitute a waiver of the right to add the charge to a subsequent billing.

Responsibility for Payment:

Billing is not contingent upon the findings and/or conclusions reached. Responsibility for payment is that of the client (law firm) engaging services and is not contingent upon client's contractual agreement(s) with plaintiff/defendant third parties and/or case status. The Law Firm Firm is responsible for the payment of all fees.

Deposition:

1. The Law Firm is responsible for making any necessary travel arrangements for depositions. These arrangements include air travel, hotel accommodations, car service, car rental etc.
2. The Law Firm is also responsible for notifying me of the deposition date at least 2 weeks in advance and arranging for a room and court reporter.
3. A retainer shall be calculated upon notification of the deposition and shall be paid no later than 7 days prior to the deposition.
4. To safeguard against any assertion or allegation that our work may in some way be influenced or be contingent upon the analysis, I require that all outstanding invoices and the deposition retainer be paid, in full, prior to furnishing testimony in deposition.

5. The fee for the deposition (preparation time, portal to portal travel expenses, waiting for deposition to begin, deposition and post deposition meeting) will be subtracted from the retainer.
6. Any balance owed will be billed following the deposition.
7. The Law Firm who retained the expert is expected to obtain reimbursement from opposing attorneys. Since I frequently use vacation or personal days to be available for a deposition, last minute cancellations are problematic.
8. There will be a 4-hour cancellation fee if the deposition is adjourned less than 72 business hours prior to the scheduled date.

Trial:

1. The Law Firm is responsible for making any necessary travel arrangements for court appearances.
2. These arrangements include air travel, hotel accommodations, car rental, etc.
3. The Law Firm is also responsible for notifying me of the trial date at least 2 weeks in advance of the court appearance.
4. A retainer shall be calculated upon notification of the trial and shall be paid no later than 7 days prior to the court appearance.
5. To safeguard against any assertion or allegation that our work may in some way be influenced or be contingent upon the analysis, I require that all outstanding invoices and the trial retainer be paid, in full, prior to our furnishing testimony at trial.
6. Any balance owed will be billed following the trial. An invoice for court appearance expenses (such as mileage, parking and meals) or hours if not covered by the retainer, will be sent following the appearance at the trial.
7. In the event that the case settles before the court date, the testifying fee will be refunded in full if the testifying date is cancelled more than 72 hours in advance. There will be NO refund for cancellations within 72 hours of a reserved testifying date.

Closure of case:

The client is responsible for paying the fees even if the outcome of the case is not favorable. Responsibility for the notification of settlement of a matter is that of the engaging client. All charges incurred to the time of notification will be billed. Lack of notification will not obviate charges incurred even when disbursements related to this matter have been made.

Collections:

In the event that it becomes necessary to retain an attorney or collection agency for collecting outstanding fees or any other breach of this agreement, the client agrees to pay Surgical Expertise reasonable attorney fees and costs incurred in enforcing its rights under this agreement. A 30% surcharge will be added to the outstanding balance if a collection agency becomes involved in the collections process.

Enforcement:

It is specifically agreed by and between the parties that this contract is deemed signed and entered in the city and state of the Law Firm. Any action to enforce or interpret the terms of this agreement shall, by specific agreement of the parties, be within the jurisdiction of your Law Firm.

Severability:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Termination:

Jeffrey Durgin, MD and Surgical Expertise reserve the right to terminate this agreement in the event of non-payment of our fees and expenses, or other causes. All outstanding fees shall be paid at termination.

Modifications to the Agreement:

All modifications must be agreed to and confirmed in writing.

Acceptance of the Agreement:

I have read the Expert Witness Professional Services and Fee Agreement. I understand and agree to the terms contained therein. I understand that Jeffrey Durgin, MD will not begin work on this case until a signed copy of this fee agreement and the retainer has been received by JDMD Surgical Expertise PLLC, 3323 N. Midland Dr, STE 113-155, Midland, TX 79707.

Signed:

Attorney or Law Firm representative as individual and on behalf of firm (signatory shall have the power to bind the law firm with regard to this agreement). I do not accept agreements signed by the plaintiff. Receipt of the retainer and records binds counsel/the law firm to the terms of this agreement.

Law Firm:

Case name:

Date:

Please sign this page and return the original agreement to Surgical Expertise, accompanied by the retainer after copying for your files.