

# STATE OF VERMONT BOARD OF MEDICAL PRACTICE

In re: Gulnaz Cowder, M.D.	)	
	)	MPN 131-0905; MPN 148-1005
	)	MPN 19-0106; MPN 20-0106
	)	MPN 21-0106;
	)	

## CESSATION OF PRACTICE AGREEMENT

NOW COME Gulnaz Cowder, M.D. (Respondent), and the State of Vermont, by and through Attorney General William H. Sorrell and the undersigned Assistant Attorney General, James S. Arisman, and agree and stipulate as follows:

1. Gulnaz Cowder, M.D., holds Vermont Medical License Number 042-0010561, issued by the Vermont Board of Medical Practice on March 19, 2003. Respondent practices as a psychiatrist with privileges at the Southwestern Vermont Medical Center and the North Adams Regional Hospital in Massachusetts.
2. Jurisdiction vests in the Vermont Board of Medical Practice (Board) by virtue of 26 V.S.A. §§ 1353-55 & 1398 and 3 V.S.A. §§ 809 & 814(c).

### I. Background.

3. As a result of undue circumstances involving Respondent's personal health and family concerns, Respondent has voluntarily determined that she shall temporarily cease and desist at this time from the practice of medicine.
4. Based on her current medical condition and family circumstances, and particularly her concern for the welfare of her patients, Respondent has determined that she shall voluntarily enter into this agreement with the Vermont Board of Medical Practice and shall refrain temporarily from any and all practice of medicine until further order of the

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

Vermont Board. Respondent agrees that the instant agreement with the Vermont Board of Medical Practice sets forth in writing the terms for such cessation of medical practice by her.

5. Respondent acknowledges that she has been offered the opportunity to obtain and receive legal advice and counsel regarding this matter. Respondent agrees and understands that by executing this document she is waiving at this time such rights as she may possess to challenge the jurisdiction and continuing jurisdiction of the Board in this matter, and to a public hearing on any motion that the State might have filed pursuant to 3 V.S.A. §§ 809 & 814. In sum, she agrees and fully understands that she is executing this document in lieu of any proceedings, findings, and order by the Board of Medical Practice, pursuant to 3 V.S.A. § 814(c). Respondent voluntarily and knowingly agrees to the terms and conditions herein.

6. Respondent has indicated her desire to continue to cooperate fully with the Board of Medical Practice. Thus, the parties have agreed to enter into the instant Cessation of Practice Agreement, which is intended to serve as an interim means of affording Respondent the best possible opportunity to focus upon her personal and medical needs while providing for the protection of the health and welfare of her patients.

## II. Terms as to Cessation of Practice.

### A. Cease and Desist.

7. It is agreed by the parties that Respondent shall desist immediately and hereafter, following her execution of this agreement, from any and all practice of medicine, including prescribing and therapeutic counseling, in the State of Vermont or elsewhere until such time as (a) her current personal circumstances, medical concerns, and family needs have

sufficiently improved and she is able to return to the practice of medicine, such determination to be made by the Board, in its sole discretion; and (b) she and the Board address any conditions and requirements that may be required with regard to her medical practice.

**B. Assurance.**

8. Respondent assures here and agrees that she shall provide her continued cooperation with the Board and its investigators. Respondent agrees that she shall execute any and all waivers that may be required for the Board, its staff, or agents to conduct its investigation and review of circumstances. Respondent also agrees that the Board or its agents may communicate orally to obtain information from practitioners involved in her care and treatment.

9. Respondent has read and carefully considered all terms and conditions herein and agrees to accept and be bound by these until such time as she may be expressly relieved of these or they are modified, in writing, by the Board. Respondent agrees that the Board, in its sole discretion, may consider and approve a petition from Respondent at a later date for modification or relief, when the circumstances of Respondent's medical or personal needs so warrant. Respondent expressly agrees that she shall provide her full cooperation at all times with Board investigation and review in this regard.

10. Respondent recognizes the Board's obligation in all cases to investigate as required and to act expeditiously to protect the public health, safety, and welfare. Respondent makes no statement or admission here other than to assure her continued cooperation with the Board and its statutory responsibilities. Respondent acknowledges that no promises have been mad to her regarding the final disposition of any matter or other action of the Board.

11. Respondent agrees, for purposes of cooperating with the Board of Medical Practice, that in light of the above, the Board may enter this Cessation of Practice Agreement as a binding order. And see Paragraph 12, immediately below, as to pertinent terms and conditions.

**C. Express Provisions.**

12. Respondent agrees, pending further proceedings or order of the Board of Medical Practice to:

- (a) cooperate fully and in good faith with all further investigation of these matters by the Board of Medical Practice;
- (b) Respondent agrees to sign such authorizations and/or waivers of confidentiality as may be presented to her by the Board as to her medical records, treatment records, and evaluations or assessments;
- (c) ~~cease and desist~~, effective immediately, and when approved, pursuant to this order of the Board, from any and all practice of medicine, including ~~any and all~~ prescribing and therapeutic counseling, regardless of location, for a period of at least 60 days following the Board's approval of this agreement; Respondent understands and expressly agrees that she may not and shall not prescribe any drug or medication for herself, family members, relations, friends, her household residents, or patients, pursuant to the terms of this agreement and Board Rule;
- (d) not to practice medicine or return to the practice of medicine without first providing written notice to the Board and without the Board's formal approval of such intention and of Respondent's proposed work site;
- (e) before or upon expiration of the initial 60 day period, set forth above in subsection (c), the State may file a motion, if warranted by the facts, in its view, to continue the period during which Respondent shall cease and desist from the practice of medicine; and following expiration of the 60 day period, set forth in subsection (c), Respondent herself may file a motion, if warranted by the facts, to end the period during which she shall cease and desist from the practice of medicine; all other terms and conditions herein as to licensure and practice shall be retained and remain operative until set aside by the Board; the Board shall promptly consider and promptly decide any such motion; in

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

the interim Respondent shall continue to cease and desist from any and all practice of medicine until further order or action of the Board in this regard; Respondent agrees that the Board shall retain sole discretion to approve or deny any such motion following its review of the facts and circumstances before it; Respondent agrees that the Board's determination shall be final and unappealable.

- (f) adhere to all terms and conditions set forth above and herein until relieved of such obligation by further order of the Board; in lieu of such further order, Respondent may demand a prompt hearing on the merits of any allegations or charges that may be presented by the State, as provided for below.

13. The parties further agree that nothing contained herein shall limit the Board's authority to proceed in this matter, if deemed appropriate at a later date, pursuant to 26 V.S.A. §§ 1354, 1360, 1361 & 1398; 3 V.S.A. § 814(c); and other relevant authorities.

14. The parties agree that nothing contained herein shall limit Respondent's right to seek at a later date prompt presentation of a formal specification of charges and to demand a prompt hearing on the merits regarding these charges, pursuant to 26 V.S.A. §§ 1354, 1360, 1361 & 1398; 3 V.S.A. § 814(c), to contest any charges against her, and then file motions and pleadings, pursue discovery, present evidence or witnesses on her behalf, and require proof as to any allegations against her in a hearing before the Board. Respondent expressly agrees that no promises have been made to her as to final disposition of any matter before the Board.

#### D. Disclosure.

15. Respondent agrees that she shall execute any and all waivers that may be required for the Board, its staff, or agents to review any and all assessments, evaluations, diagnoses, records, or reports regarding her care and treatment and medical condition. Respondent agrees she shall sign a general authorization for the release of her 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 may be required by the Board. Respondent also agrees that the Board or its agents may communicate orally to obtain information from practitioners involved in the care and treatment of Respondent.

16. Respondent agrees to pursue in good faith such and without interruption any reasonable care and treatment of her medical condition as may be recommended to her by treating professionals. Respondent shall bear all costs of care and treatment, 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.

17. Respondent understands and agrees that her compliance with the terms and conditions herein and with the recommendations of those providing care and treatment to her may be considered in any subsequent proceeding before the Board regarding her medical license. Respondent agrees that the Board, in its sole discretion, may consider and approve a petition from Respondent at a later date for modification or relief, should the circumstances of Respondent's medical condition and family needs so warrant. Respondent expressly agrees that she shall promptly sign all consents and/or waivers of confidentiality that may be required to permit complete disclosure of such information to the Board.

18. If requested by the Board, Respondent agrees that she voluntarily shall undergo such examination, assessment, or evaluation as may be required by the Board with regard to her medical condition, clinical knowledge and skill, and ability to practice medicine safely. Respondent shall bear all costs. And see Paragraphs 15-17, above.

### E. Patient Care.

19. Respondent voluntarily agrees, effective immediately, to cease and desist from any and all practice of medicine in the State of Vermont or elsewhere, including examining, treating, advising, ordering for, or any prescribing of any kind for patients, associates, herself, family members, or others. Such agreement shall expressly apply to the practice of medicine, psychiatry, and/or any or all counseling or advising of patients or clients by Respondent.

20. The parties agree that Respondent may briefly communicate by telephone or in writing with her current patients regarding the need for her to temporarily cease and desist from her practice. Respondent shall retain copies of all such written communications with patients. Respondent agrees that she shall clearly inform her current patients that effective immediately she shall be unable to provide them with medical or psychiatric care, including prescribing, in light of her voluntary decision to cease practice at this time. Respondent agrees to assist her patients, subject to the further conditions below, to obtain appropriate interim or transitional care for their mental health needs. Respondent expressly agrees to arrange for her patients, whether current or former, promptly to receive, upon their request, complete and legible copies of their medical and/or treatment records, as prepared by Respondent and which are in her possession or control.

21. Respondent agrees that in briefly communicating with her patients for the above purposes, she shall not engage in providing psychiatric, medical care, or counseling of any kind to patients, including any prescribing, and shall not bill or charge for any such communications with these patients. After the communication described in this paragraph and above, Respondent agrees to desist from further communication with her patients.

Reasonable communications by Respondent which are limited only to those patients with outstanding balances, seeking payment for services previously rendered, shall not be deemed to be contrary to this paragraph.

#### F. General Provisions.

22. The parties agree that this Stipulation and Interim Consent Order shall be a public document, shall be made part of Respondent's licensing file, and may be reported to other licensing authorities. The parties agree that the Board may enter an order adopting and implementing this Cessation of Practice Agreement, pending further proceedings or order of the Board. Respondent expressly does not contest entry of the instant agreement as a Board order.

23. This Cessation of Practice Agreement is conditioned upon its acceptance by the Vermont Board of Medical Practice. If the Board rejects any part of this document, the entire agreement shall be considered void. If approved by the Board, Respondent agrees to be bound by the terms and conditions of this agreement pending further proceedings or order of the Board of Medical Practice. Respondent agrees that the Board of Medical Practice shall retain jurisdiction to enforce the terms and conditions of this agreement until it is modified or she is relieved of its terms and conditions. Respondent agrees that any failure by her to abide by any of the terms and conditions of this Cessation of Practice Agreement may constitute unprofessional conduct under 26 V.S.A. § 1354(25) and could subject Respondent to such disciplinary action as the Board might deem appropriate.

24. The parties therefore jointly agree that should the terms and conditions of this Cessation of Practice Agreement be deemed acceptable by the Board of Medical Practice, the

Board may adopt and enter the agreement as an enforceable order as to Respondent's Vermont license to practice medicine, as described herein.

25. The parties agree that this agreement does not constitute disciplinary action and does not constitute a bar to other action by the Board at a later date relative to her Vermont medical license. The parties agree that this Cessation of Practice Agreement 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.

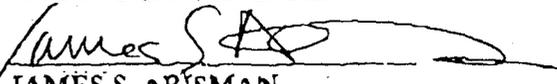
26. Respondent agrees that the Board of Medical Practice shall retain jurisdiction in these matters and may enforce as necessary the terms and conditions herein, pursuant to 26 V.S.A. §1854(25), or other relevant statutory authority.

Dated at Montpelier, Vermont, this 23<sup>rd</sup> day of February 2006.

STATE OF VERMONT

WILLIAM H. SORRELL  
ATTORNEY GENERAL

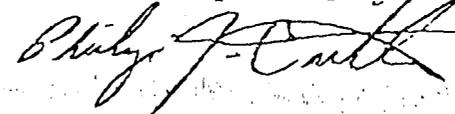
by:

  
JAMES S. ARISMAN  
Assistant Attorney General

Dated at Barnegton, Vermont, this 22 day of February 2006.



GULNAZ COWDER, M.D.  
Respondent, pro se

Witness  Investigator

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

Reasonable communications by Respondent which are limited only to those patients with outstanding balances, seeking payment for services previously rendered, shall not be deemed to be contrary to this paragraph.

#### F. General Provisions.

22. The parties agree that this Stipulation and Interim Consent Order shall be a public document, shall be made part of Respondent's licensing file, and may be reported to other licensing authorities. The parties agree that the Board may enter an order adopting and implementing this Cessation of Practice Agreement, pending further proceedings or order of the Board. Respondent expressly does not contest entry of the instant agreement as a Board order.

23. This Cessation of Practice Agreement is conditioned upon its acceptance by the Vermont Board of Medical Practice. If the Board rejects any part of this document, the entire agreement shall be considered void. If approved by the Board, Respondent agrees to be bound by the terms and conditions of this agreement pending further proceedings or order of the Board of Medical Practice. Respondent agrees that the Board of Medical Practice shall retain jurisdiction to enforce the terms and conditions of this agreement until it is modified or she is relieved of its terms and conditions. Respondent agrees that any failure by her to abide by any of the terms and conditions of this Cessation of Practice Agreement may constitute unprofessional conduct under 26 V.S.A. § 1354(25) and could subject Respondent to such disciplinary action as the Board might deem appropriate.

24. The parties therefore jointly agree that should the terms and conditions of this Cessation of Practice Agreement be deemed acceptable by the Board of Medical Practice, the

Board may adopt and enter the agreement as an enforceable order as to Respondent's Vermont license to practice medicine, as described herein.

25. The parties agree that this agreement does not constitute disciplinary action and does not constitute a bar to other action by the Board at a later date relative to her Vermont medical license. The parties agree that this Cessation of Practice Agreement 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.

26. Respondent agrees that the Board of Medical Practice shall retain jurisdiction in these matters and may enforce as necessary the terms and conditions herein, pursuant to 26 V.S.A. §1354(25), or other relevant statutory authority.

Dated at Montpelier, Vermont, this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

STATE OF VERMONT

WILLIAM H. SORRELL  
ATTORNEY GENERAL

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

Dated at Montpelier, Vermont, this 22 day of February 2006.

[Signature]  
GULNAZ COWDER, M.D.  
Respondent, *pro se*

Witness [Signature] [Signature] Investigator

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

Board may adopt and enter the agreement as an enforceable order as to Respondent's Vermont license to practice medicine, as described herein.

25. The parties agree that this agreement does not constitute disciplinary action and does not constitute a bar to other action by the Board at a later date relative to her Vermont medical license. The parties agree that this Cessation of Practice Agreement 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.

26. Respondent agrees that the Board of Medical Practice shall retain jurisdiction in these matters and may enforce as necessary the terms and conditions herein, pursuant to 26 V.S.A. §1854(25), or other relevant statutory authority.

Dated at Montpelier, Vermont, this 23<sup>rd</sup> day of February 2006.

STATE OF VERMONT

WILLIAM H. SORRELL  
ATTORNEY GENERAL

by: James S. Arisman  
JAMES S. ARISMAN  
Assistant Attorney General

Dated at Bennington, Vermont, this 22 day of February 2006.

Gulnaz Cowder  
GULNAZ COWDER, M.D.  
Respondent, pro se

Witness Philip J. [Signature] Investigator

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

FOREGOING, AS TO GULNAZ COWDER, M.D.  
APPROVED AND ORDERED  
VERMONT BOARD OF MEDICAL PRACTICE

*[Handwritten signatures and names on lines]*

*[Signature]* \_\_\_\_\_  
*[Signature]* \_\_\_\_\_  
 Margaret Fink Martin \_\_\_\_\_  
*[Signature]* \_\_\_\_\_  
 Peter Handman, M.D. \_\_\_\_\_  
*[Signature]* \_\_\_\_\_  
 P. W. Chan, M.D. \_\_\_\_\_

DATED: 3/1/06

ENTERED AND EFFECTIVE: March 1, 2006

Cowder Cession Agreement, JSA/2/05, Not Effective Until Approved by BMP

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