



5. Applicant is contemplating occasional work in the area of "medical administration" in the State of Vermont. In signing this agreement, Applicant accepts issuance to him of a conditioned medical license that would limit his activities in the State of Vermont to "medical administration". Applicant understands and agrees that under such licensure he may not provide direct medical care or treatment to patients in Vermont, including prescribing of any kind.

6. Applicant appears to have completed all necessary steps in the Board's licensing process. The Board's Licensing Committee has reviewed his application materials and will recommend approval of licensure, subject, to the express terms of this agreement. The parties agree that following approval of the instant agreement, the Vermont Board of Medical Practice, in its sole discretion, may issue to Applicant a conditioned medical license. The issuance of such license to Applicant shall be a non-disciplinary action.

7. Therefore, the Vermont Board of Medical Practice agrees that Applicant may be granted a conditioned medical license, subject to the terms set forth below and his full, continuing compliance with these.

8. In exchange for the issuance of a conditioned medical license, Applicant agrees to faithfully abide by the express terms set out in Section II, below.

## **II. Agreement as to Licensure.**

### **A. Conditioned Licensure.**

9. Applicant agrees that if granted a conditioned medical license in the State of Vermont by the Board of Medical Practice, such licensure shall limit his activities solely to duties involving "medical administration". The parties agree that the term "medical

administration" does not include and does not authorize (a) prescribing; or (b) direct patient care and/or treatment of individual patients by Applicant, e.g., as defined within 26 V.S.A. § 1311 and as commonly understood under law and within the field of medicine.

10. Applicant's Vermont license to practice medicine shall be designated as "conditioned" until such times as any terms and limitations upon his medical license might be removed, by a further written order of the Board of Medical Practice.

### **B. Notice to Employers and Practice Sites.**

11. Applicant agrees that he shall provide a complete copy of this Stipulation and Agreement to any and all employers, health plans or systems, hospitals, and/or institutional care settings with whom he is associated, as well as to any State medical board or other licensing authority in any location or jurisdiction where he may seek to practice or where he may make application, so long as this agreement remains in effect.

12. Applicant voluntarily assures and agrees that he shall not act contrary to the terms, conditions, and any limitations of this agreement at any time.

### **III. Other Terms.**

13. Applicant acknowledges and agrees that failure by him to comply with the terms and conditions herein may constitute unprofessional conduct and, if established by the State's evidence, could result in immediate action regarding Applicant's conditioned Vermont medical license and such further disciplinary action as the Board might deem necessary. Applicant expressly acknowledges and agrees that practice involving direct patient care or prescribing of any kind would result in such Board action.

14. Applicant acknowledges that he is voluntarily agreeing to the terms set forth in this Stipulation and Agreement and agrees and understands that by executing this document he is waiving any right to challenge the jurisdiction and continuing jurisdiction of the Board in this matter and as to the terms of this agreement. The parties agree that this Stipulation and Agreement and the terms set forth herein, do not constitute discipline of Applicant and are not intended to do so.

15. Applicant understands and agrees that he has had at all times the right to be represented by and receive advice of counsel in reviewing this Stipulation and Agreement. Applicant has read and carefully considered all terms herein and agrees to accept and be bound by such terms while medically licensed in the State of Vermont and to do so until further order of the Board. In its sole discretion, the Board may consider at a later date a petition from Applicant for modification of this agreement.

16. Should Applicant at any time in the future present a petition to the Board seeking removal of the terms applicable to his conditioned Vermont medical license, he agrees that he shall bear the burden and shall set forth in detail the basis for so requesting. Applicant agrees and acknowledges that the Board in its sole discretion may either accept or deny such a petition from him, in whole or in part. Should such petition be denied, in whole or in part, all unaffected terms, conditions, and limitations of licensure, as set forth herein, shall continue.

17. The parties agree that this Stipulation and Agreement shall be a public document and shall be made part of Applicant's licensing file. The parties agree that this Stipulation and Agreement is intended only to establish the terms of conditioned licensure providing for Applicant's "medical administration" duties.

18. This Stipulation and Agreement is subject to review and acceptance by the Vermont Board of Medical Practice. If the Board rejects any part of this Stipulation and Agreement, the entire agreement shall be considered void. However, should the Board deem the terms of this Stipulation and Agreement to be acceptable, the parties request that the Board enter an order providing for the issuance to Applicant of a conditioned Vermont medical license, subject to the terms herein.

19. Applicant agrees to be bound by all terms of this Stipulation and Agreement. Applicant and expressly agrees that noncompliance with the terms of this Stipulation and Agreement may and shall be subject to action by the Board under 26 V.S.A. §1354 and other authority.

*Randolph*  
Dated at ~~Montpelier~~, Vermont, this 1 day of July 2009.

STATE OF VERMONT

WILLIAM H. SORRELL  
ATTORNEY GENERAL

by: *Margaret O. Vincent*  
*for* JAMES S. ARISMAN  
Assistant Attorney General

Dated at CINCINNATI, OHIO this 25<sup>th</sup> day of JUNE 2009.

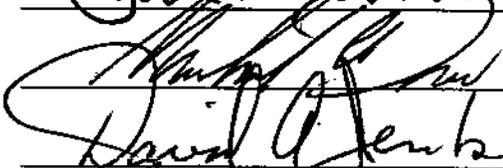
*Syvester Barczak MD*  
SYVESTER BARCZAK, M.D.  
Applicant for Licensure, *pro se*

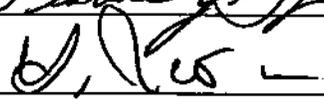
Office of the  
ATTORNEY  
GENERAL  
109 State Street  
Montpelier, VT  
05609

FOREGOING AS TO SYLVESTER BARCZAK, M.D.  
APPROVED AND ORDERED  
VERMONT BOARD OF MEDICAL PRACTICE

  
\_\_\_\_\_  
David A. Jenkins

  
\_\_\_\_\_  
Peter Thanasian, MD.

  
\_\_\_\_\_  
Thomas Gray

  
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D. Ves

DATED: 7/1/09

ENTERED AND EFFECTIVE: 7/1/09

609; Arisman, AAG; re Barczak, M.D., Not Approved by BMP Until Entered Above

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GENERAL  
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