

**FILED**

BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS

DEC 31 1993

**KANSAS STATE BOARD OF  
HEALING ARTS**

In the Matter of )  
TIMOTHY P. GATSCHET, M.D. )  
Kansas License No. 21741 )  
\_\_\_\_\_ )

Case No. 93-00061

**STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**

COMES NOW, the Kansas State Board of Healing Arts (hereinafter "Board"), by and through its Associate Counsel, Kevin K. LaChance, and Dr. Timothy P. Gatschet, M.D., (hereinafter "Licensee"), by and through his counsel, Mr. Rodney G. Nitz, and stipulate and agree as follows:

**WITNESSETH:**

WHEREAS, the Board is the sole and exclusive regulatory agency in the state of Kansas regarding the practice of the healing arts, specifically medicine and surgery; and

WHEREAS, Licensee is licensed in the state of Kansas to engage in the practice of medicine and surgery having been issued License No. 04-21741 on June 19, 1987, and having last renewed his license on June 21, 1993.

**(Confidential)**

WHEREAS, The Board has jurisdiction pursuant to K.S.A. 65-2838(b) to enter into this **Stipulation and Agreement and Enforcement Order** in lieu of a disciplinary proceeding for acts which may violate the Healing Arts Act, specifically K.S.A. 65-  
**(Confidential)**

WHEREAS, the parties are desirous of entering into a **Stipulation and Agreement and Enforcement Order** for the purpose of allowing the following terms and conditions to become an Order of the Board.

NOW, therefore, in consideration of the conditions, terms, covenants and promises contained herein, the parties agree as follows:

1. Upon signature by Licensee this document shall become unilaterally binding upon him, but shall not become binding on the Board until an authorized signature is affixed to the last page. The Licensee specifically acknowledges that counsel for the Board does not have the authority to bind the Board.

2. Licensee acknowledges that the Board is acting within its jurisdiction and that the Healing Arts Act is constitutional on its face.

3. Licensee acknowledges that he is voluntarily entering into this **Stipulation and Agreement and Enforcement Order** and is knowingly waiving his right to a hearing on the matter.

4. That Licensee hereby voluntarily stipulates and agrees to the following:

a. The Board is the duly authorized administrative agency in the state of Kansas with appropriate statutory authority to regulate the practice of the healing arts to include the practice of medicine and surgery.

b. Licensee admits that this **Stipulation and Agreement and Enforcement Order** and the filing of such document are in accordance with the requirements of law; that the Board has jurisdiction to consider this matter to include consideration of this **Stipulation and Agreement and Enforcement Order**.

c. Licensee further acknowledges that the Kansas Healing Arts Act as set forth in the statute and as recited in the **Stipulation and Agreement and Enforcement Order** is constitutional on its face and as applied in this case.

d. Licensee further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provision of law.

e. Licensee further acknowledges that the Board will decide the issue regarding resolution of this matter and acceptance of the **Stipulation and Agreement and Enforcement Order** as it relates to the Kansas Healing Arts Act.

f. Licensee further understands and agrees that by entering into this **Stipulation and Agreement and Enforcement Order** that he is waiving his right to a hearing. Licensee voluntarily and knowingly waives his right to present a defense by oral testimony and documentary evidence, to submit rebuttal evidence, to

conduct such cross examination of witnesses as may be desired and to waive any and all substantive and procedural motions and defenses that could be raised if an administrative hearing would be held.

g. Licensee hereby agrees to voluntarily surrender his license to practice medicine and surgery in the state of Kansas.

h. Licensee understands that the surrender will be treated as revocation of licensure for reporting purposes. Licensee may apply for reinstatement of Kansas licensure at such time as he can meet the requirements set forth in Vakas v. The Kansas Board of Healing Arts, 248 K 589, 808 P.2d 1355 (1991).

5. This **Stipulation and Agreement and Enforcement Order** constitutes the entire agreement between the parties and may only be modified or amended by a subsequent document executed in the same manner by the parties.

6. Licensee acknowledges that the **Stipulation and Agreement and Enforcement Order** has been entered into freely and voluntarily given.

7. Licensee hereby releases the Board, its employees or agents, from all claims to mean those damages, actions, liabilities and causes of action, both administrative and civil including the Kansas Act for Judicial Review and Civil Enforcement of agency actions; K.S.A. 77-601 et seq. This release shall forever discharge the Board of any and all claims or demands of every kind and nature that Licensee had claimed to have had at the time of

this release or might have had, either known or unknown, suspected or unsuspected, and Licensee shall not commence to prosecute, cause or permit to be prosecuted any action or proceeding of any description against the Board, its employees or agents, arising out of acts leading to the execution of this **Stipulation and Agreement and Enforcement Order** or the content of this **Stipulation and Agreement and Enforcement Order**.

8. Licensee acknowledges that he has read or has had read to him the entire contents of this document, that Licensee fully understands the contents and has received a copy of the **Stipulation and Agreement and Enforcement Order**.

9. Upon execution of this **Stipulation and Agreement and Enforcement Order** by affixing of the Board authorized signature below, the provisions of this **Stipulation and Agreement and Enforcement Order** shall become an Order of the Board pursuant to K.S.A. 65-2838. This **Stipulation and Agreement and Enforcement Order** shall constitute the Board's Order when filed with the Office of the Executive Director for the Board and no further Order is required.

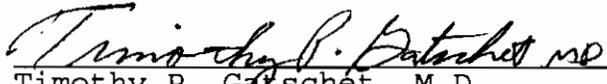
10. Licensee acknowledges that this document shall be deemed a public record upon his signing the document, whether or not a Board signature appears on same, and shall be reportable to the National Practitioner Databank, the Federation of State Medical Boards, and other reporting agencies.

IN WITNESS WHEREOF, the parties have executed this agreement on this 31<sup>st</sup> day of December, 1993.

KANSAS STATE BOARD OF HEALING ARTS

  
Lawrence T. Buening, Jr.  
Executive Director

December 31, 1993  
Date

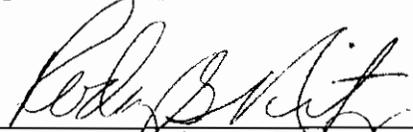
  
Timothy P. Gatschet, M.D.

12-22-93  
Date

Prepared and Approved By:

  
Kevin K. LaChance, #15058  
Associate Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, Kansas 66603-3068  
(913) 296-7413

Approved By:

  
Rodney G. Nitz, Esq.  
122 North Santa Fe Plaza  
Suite B  
Salina, Kansas 67402-2813  
(913) 823-7291

CERTIFICATE OF SERVICE

I, Kevin K. LaChance, hereby certify that on this 5<sup>th</sup> day of January, 1994, a true and correct copy of the above and foregoing **Stipulation and Agreement and Enforcement Order** was deposited in the United States mail, first class, postage prepaid, to the following:

Timothy P. Gatschet, M.D.  
106 West 12th Street  
Hays, Kansas 67601

Rodney G. Nitz, Esq.  
122 North Santa Fe Plaza  
Suite B  
Salina, Kansas 67402-2813

and the original was hand-delivered to:

Lawrence T. Buening, Jr.  
Executive Director  
Kansas State Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, Kansas 66603-3068

  
\_\_\_\_\_  
Kevin K. LaChance

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