

**FILED**

**JUL 08 1998**

BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS

**KANSAS STATE BOARD OF  
HEALING ARTS**

In the Matter of	)	
TIMOTHY P. GATSCHET, M.D.	)	Case No.: 98-00102
Kansas License No. 04-21741	)	
	)	
	)	

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**STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER**

COME NOW, the Kansas State Board of Healing Arts ("Board") by and through Kevin K. LaChance, Disciplinary Counsel ("Petitioner"), and Timothy P. Gatschet, M.D. ("Applicant"), represented by legal counsel Jeffrey D. Wicks, and stipulate and agree to certain terms. Stacy L. Cook, Associate Counsel, has been designated to pursue this matter on behalf of Disciplinary Counsel. Petitioner and Applicant hereby stipulate and agree as follows:

1. The Board is the sole and exclusive administration agency in the State of Kansas authorized to regulate the practice of healing arts, specifically the practice of medicine and surgery. K.S.A. 65-2801 et seq.; K.S.A. 65-2869.
2. Applicant admits that this Stipulation and Agreement and Enforcement Order ("Stipulation") and the filing of such document are in accordance with applicable law and that the Board has jurisdiction to consider the Stipulation.
3. Applicant agrees that the Kansas Healing Arts Act is constitutional on its face and as applied in this case.
4. Applicant agrees that, in considering this matter, the Board is not acting beyond its jurisdiction as provided by law.
5. Applicant was entitled to engage in the practice of medicine and surgery in the State of Kansas, having been issued

license number 04-21741 on June 19, 1987. Applicant held a current license to engage in the practice of medicine and surgery in the State of Kansas until December 31, 1993, at which time, Applicant voluntarily surrendered his license to practice medicine and surgery in the State of Kansas.

6. Applicant applied for reinstatement of his license. In seeking reinstatement of a license to practice medicine and surgery in the State of Kansas, Applicant agrees to the conditions and terms set forth herein.

7. According to K.S.A. 65-2838(b), the Board has authority to enter into this Stipulation without the necessity of proceeding to a formal hearing.

8. Upon signature of the Applicant and an authorized signature of the Board placed upon this Stipulation, Applicant voluntarily and knowingly waives his right to a hearing concerning his application for licensure to practice medicine and surgery. Applicant voluntarily and knowingly waives his right to present a defense by oral testimony and documentary evidence, submit rebuttal evidence, and to conduct cross-examination of witnesses. Applicant voluntarily and knowingly agrees to waive all possible substantive and procedural motions and defenses that could be raised if an administrative hearing were held.

9. The terms and conditions of the Stipulation are entered into between the undersigned parties and are submitted for the purpose of allowing these terms and conditions to become an Order of the Board. This Stipulation shall not be binding on

the Board until an authorized signature of the Board is affixed at the end of this document. When Applicant signs this document, the document shall be deemed a unilateral contract and agreement and shall bind Applicant to the terms and conditions set forth herein regardless of whether the Presiding Officers signature is affixed to the document. Applicant specifically acknowledges that counsel for the Board is not authorized to sign this Stipulation on behalf of the Board.

10. In consideration of the conditions, terms, covenants, and promises contained herein, the parties agree as follows:

(a) In lieu of the commencement of formal proceedings and/or the making of findings by the Board, Applicant, by signature affixed to this Stipulation, hereby voluntarily agrees to the following measures placed on his license to engage in the practice of medicine and surgery in the State of Kansas:

(i) Applicant's practice is limited to geriatric patients in a nursing home setting and evaluation of patients for possible admission into a nursing home, and shall be limited to Applicant's employment with Wichita Psychiatric Consultants, L.L.C.

(a) Should the Applicant choose to leave the employ of Wichita Psychiatric Consultants, L.L.C., or practice outside the area of geriatric patients, Applicant shall, before being allowed to practice the healing arts at any new employment, make arrangements for a supervisory individual as outlined in subparagraph (viii) of this section at his prospective place of employment. Applicant shall notify the

Board of his desire to change employment and of his arrangement of supervision. The Board shall then consider whether or not to approve the employment modification requested by the Applicant.

(ii) Applicant shall also be allowed to perform administrative review duties, including but not limited to peer review, disability determination, and other similar administrative functions.

(iii) Applicant shall not practice psychotherapy on any patients.

(iv) Applicant must physically have present when applicant sees any patient, a health care provider, RN, LPN, CNA, or CMA and said individual may not be related to the applicant nor be an employee of the applicant.

(v) Applicant shall not provide any treatment to males under the age of eighteen years.

(vi) Applicant shall not have a private practice and shall not provide care to any persons outside of his employment with Wichita Psychiatric Consultants, L.L.C., except where outlined in Sections (a)(i), (ii) above, and (ix) below.

(vii) (Confidential)

(Confidential)

(viii) Paul W. Murphy, M.D., shall monitor Applicant in his practice. Applicant shall ensure that Paul W. Murphy, M.D., provides to Stacy L. Cook at the Board offices a monthly report. The report shall state whether Applicant is currently

employed by Wichita Psychiatric Consultants, L.L.C., and whether Applicant has deviated from the applicable standards of care. In addition, Paul W. Murphy, M.D., shall immediately notify Stacy L. Cook if he receives information that Applicant has acted inappropriately with any person connected to Applicant's practice of the healing arts. Applicant shall ensure that the report of Paul W. Murphy, M.D., is provided to Stacy L. Cook fifteen days after the end of each month.

(ix) Applicant shall not prescribe any medications to himself, but may provide basic medical evaluations for members of his immediate family. However, applicant shall not prescribe psychotropic medication to any member of his family.

(x) Applicant may petition the Board for change in this Stipulation after two years. This section shall not bar the Applicant from petitioning for a change in employment as outlined in section (a)(i)(a) as outlined above prior to the two year time period.

(b) This Stipulation constitutes a limitation of the Applicant's license to practice medicine and surgery in the State of Kansas.

(c) Nothing in this subsection is intended to prevent the subject matter of this Stipulation from being used as evidence, in conjunction with any future violations by Applicant, of the disciplinary provisions of the Healing Arts Act.

(d) Applicant's failure to comply with the provisions of the Stipulation may result in the Board taking disciplinary action as the Board deems appropriate according to the Kansas Administrative Procedure Act.

(e) Nothing in this agreement shall be construed to deny the Board jurisdiction to investigate other alleged violations of the Healing Arts Act, to initiate formal proceedings based upon known or unknown allegations of the violations of the Healing Arts Act, or to investigate complaints received under the Kansas Risk Management Law, K.S.A. 65-4921 et seq. that are known or unknown to the Board at the present time.

(f) Applicant hereby releases the Board, its employees and agents, from any and all claims, including but not limited to, 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 Applicant has claimed to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected, and Applicant 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 or the content of this Stipulation.

(g) Applicant further understands and agrees that upon signature by Applicant, this document shall be deemed a public record, and shall be reported to the National Practitioner Databank, Federation of State Medical Boards, and any other reporting entities requiring disclosure of this Stipulation.

(h) This Stipulation, when signed by both parties, 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.

(i) Applicant agrees that all information maintained by the Board pertaining to the nature and result of any complaint and/or investigation may be fully disclosed to and considered by the Board in conjunction with the presentation of any offer of settlement, even if Applicant is not present. Applicant further acknowledges that the Board may conduct further inquiry as it deems necessary before the complete or partial acceptance or rejection of any offer of settlement.

(j) Applicant, by signature to this document, waives any objection to the participation of the Board members, who take part in this mediation, in the consideration of this offer of settlement, and agrees not to seek the disqualification or recusal of these Board members in any future proceeding on the basis that the Board member has received investigative information from any source which otherwise may not be admissible or admitted as evidence.

(k) Applicant acknowledges that he has read this Stipulation and fully understands the contents.

(l) Applicant acknowledges that this Stipulation has been entered into freely and voluntarily.

(m) All correspondence or communication between Applicant and the Board relating to this Stipulation shall be by mail addressed to the Kansas State Board of Healing Arts, Attn:

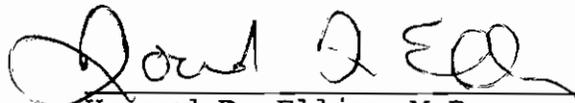
Office of the Disciplinary Counsel, 235 S. Topeka Blvd., Topeka, Kansas 66603-3068.

(n) Applicant shall obey all federal, state and local laws and rules governing the practice of medicine and surgery in the State of Kansas that may be in place at the time of execution of the Stipulation or may become effective subsequent to the execution of this document.

(o) Upon execution of this Stipulation by affixing a Board authorized signature below, the provisions of this Stipulation shall become an Order under K.S.A. 65-2838. This Stipulation shall constitute the Board's Order when filed with the Office of the Executive Director for the Board and no further Order is required.

IN WITNESS WHEREOF, the parties have executed this agreement on this 6 day of July, 1998.

KANSAS STATE BOARD OF HEALING ARTS

  
Howard D. Ellis, M.D.  
Presiding Officer

7/6/98  
Date

Timothy P. Gatschet M.D.  
Timothy P. Gatschet, M.D.

June 9, 1998  
Date

Prepared By:

Stacy L. Cook 6/17/98  
Stacy L. Cook, #16385  
Associate Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, Kansas 66603-3068  
(913)296-7413

Approved as to form by:

Jeffrey D. Wicks  
Jeffrey D. Wicks #17643  
Attorney for Licensee  
TURNER AND BOISSEAU, Chartered  
3900 Broadway  
Great Bend, Kansas 67530  
(316)792-2441

**CERTIFICATE OF SERVICE**

I, Stacy L. Cook, Associate Counsel, Kansas Board of Healing Arts, hereby certify that I served a true and correct copy of the **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** by United States mail, postage prepaid, on this Eighteen day of July, 1998, to the following:

Jeffrey D. Wicks  
Attorney for Licensee  
Turner and Boisseau, Chtd.  
3900 Broadway  
Great Bend, Kansas 67530

Timothy P. Gatschet, M.D.  
505 Lelyn Ave.  
Victoria, Kansas 67671

and the original was hand-delivered to:

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

  
~~Stacy L. Cook~~  
Mark W. Stafford