

**PROBATIONARY CONSENT AGREEMENT
BETWEEN
TODD GILBERT GOTTSCHALK, D.O.,
AND
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between Todd Gilbert Gottschalk, D.O., [Dr. Gottschalk], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Gottschalk enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B)(14), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for “[c]ommission of an act involving moral turpitude that constitutes a misdemeanor in this state, regardless of the jurisdiction in which the act was committed.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(14), Ohio Revised Code, to wit: Voyeurism, Section 2907.08, Ohio Revised Code, as set forth in Paragraph E below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.
- C. Dr. Gottschalk is licensed to practice osteopathic medicine and surgery in the State of Ohio, License # 34.006902.
- D. Dr. Gottschalk states that he is also licensed to practice osteopathic medicine and surgery in the State of Nevada.
- E. Dr. Gottschalk admits that during the past few years, he engaged in conduct at his private residence on several occasions that included surreptitiously audiotaping or videotaping various erotic incidents involving adult females, including women with whom he had romantic relationships, and one female residing in his household who was both the adult daughter of Dr. Gottschalk’s live-in girlfriend and an employee of the medical office where he practiced. Dr. Gottschalk further admits that his

aforementioned conduct represents the commission of acts involving moral turpitude that constitute misdemeanor offenses in Ohio. Dr. Gottschalk further admits that after learning that the adult daughter of his live-in girlfriend had initiated a civil lawsuit and had contacted local authorities concerning his conduct, Dr. Gottschalk voluntarily submitted to evaluation and testing, including assessment by Stephen Levine, M.D., at The Center for Marital and Sexual Health [The Center], in Beachwood, Ohio. Dr. Gottschalk further admits, and the Board acknowledges receipt of information to support, that The Center's treatment team determined that Dr. Gottschalk has never crossed the boundaries of socialization with patients, that he has an adequate conscience to keep his conduct appropriate in the professional setting with patients, and that his mild multifaceted form of voyeurism and moderately severe social anxiety disorder are amenable to treatment. Dr. Gottschalk further admits, and the Board acknowledges receipt of information to support, that although The Center's treatment team opined that Dr. Gottschalk should be allowed to continue to practice osteopathic medicine without restriction, it was strongly recommended that Dr. Gottschalk seek individual psychotherapy to assist him with addressing the issues related to his voyeurism and social anxiety.

Further, Dr. Gottschalk attests that he is currently obligated to fulfill certain military service obligations, for which he anticipates being assigned to an overseas duty location for an undetermined period of time beginning during or about January 2005. Dr. Gottschalk further states that following completion of his military service obligations, he does not intend to continue to practice osteopathic medicine in Ohio, as he recently accepted a position with a medical group in Nevada.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. Gottschalk knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

Todd Gilbert Gottschalk, D.O., is hereby REPRIMANDED.

Further, Dr. Gottschalk knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Gottschalk shall obey all federal, state, and local laws, and all rules governing the practice of osteopathic medicine in Ohio.
2. Within ten days of the date upon which Dr. Gottschalk re-enters the United States following his current overseas military service, Dr. Gottschalk shall notify the Board in writing advising the Board of the date upon which he re-entered the United States, the address and telephone number of his residence, and the address and telephone number of his osteopathic medical practice.

3. Commencing no later than thirty days from the date upon which Dr. Gottschalk re-enters the United States following his current overseas military service, Dr. Gottschalk shall submit quarterly declarations under penalty of Board disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which Dr. Gottschalk re-enters the United States. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
4. Dr. Gottschalk shall appear in person for an initial interview before the full Board or its designated representative during the third month following the month in which Dr. Gottschalk re-enters the United States and shall appear in person again within the ninety days immediately following any request for termination of the probationary terms, conditions, and limitations contained in this Consent Agreement, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled, ensuing appearances may be routinely required every three months and may be scheduled based on the appearance date as originally scheduled.
5. In the event Dr. Gottschalk is found by the Secretary of the Board to have failed to comply with any provision of this Consent Agreement, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under this Consent Agreement.

Psychotherapy and Monitoring

6. Within thirty days from the date upon which Dr. Gottschalk re-enters the United States following his current overseas military service, Dr. Gottschalk shall submit to the Board for its prior approval the name and qualifications of a psychotherapist of his choice who is psychodynamically trained and has experience in counseling for sexually related disorders such as voyeurism. Upon approval by the Board, Dr. Gottschalk shall undergo and continue psychotherapy treatment weekly or as otherwise directed by the Board. Dr. Gottschalk shall comply with his psychotherapy treatment plan, including taking medications as prescribed and/or ordered for his psychotherapy disorder. Dr. Gottschalk shall ensure that psychotherapy reports are forwarded by his treating psychotherapist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychotherapy reports shall contain information describing Dr. Gottschalk's current psychotherapy treatment plan and any changes that have been made to the psychotherapy treatment plan since the prior report; Dr. Gottschalk's compliance with his psychotherapy treatment plan; Dr. Gottschalk's mental status; Dr. Gottschalk's progress in psychotherapy treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Gottschalk shall ensure that his treating psychotherapist immediately notifies the Board of his

failure to comply with his psychotherapy treatment plan and/or any determination that Dr. Gottschalk's voyeurism has effected or threatens to effect his ability to provide patient care within acceptable and prevailing standards of care, and/or any determination that Dr. Gottschalk is unable to practice due to his disorder and/or any other psychological or psychiatric condition. It is Dr. Gottschalk's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Gottschalk's quarterly declaration.

7. In the event that the designated treating psychotherapist becomes unable or unwilling to serve in this capacity, Dr. Gottschalk must immediately so notify the Board in writing. In addition, Dr. Gottschalk shall make arrangements acceptable to the Board for another treating psychotherapist within thirty days after the previously designated treating psychotherapist becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Gottschalk shall ensure that the previously designated treating psychotherapist also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

Releases

8. Dr. Gottschalk shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treating psychotherapist and any other treating physicians or providers, and to others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations.

Required Reporting by Licensee

9. Within thirty days of the effective date of this Consent Agreement, Dr. Gottschalk shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Gottschalk shall provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments.
10. Within thirty days of the effective date of this Consent Agreement, Dr. Gottschalk shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license. Dr. Gottschalk further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license or currently has any such application pending. Further, Dr. Gottschalk shall provide this Board with a

copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

11. Dr. Gottschalk shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Gottschalk psychotherapy and/or psychological or psychiatric treatment or monitoring.

Notification to Board

12. In the event that Dr. Gottschalk becomes aware that he is the subject of a complaint and/or investigation concerning conduct generally similar to that set forth in Paragraph E herein, Dr. Gottschalk shall notify the Board in writing within ten days, specifying the investigating or charging entity and the offense for which he is being investigated or charged.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Gottschalk appears to have violated or breached any term or condition of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

If the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that Dr. Gottschalk has violated any term, condition or limitation of this Consent Agreement, Dr. Gottschalk agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

Dr. Gottschalk shall not request termination of the probationary terms, conditions, and limitations contained in this Consent Agreement for a minimum of two years from the date upon which Dr. Gottschalk re-enters the United States following his current overseas military service. In addition, Dr. Gottschalk shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year from the date upon which Dr. Gottschalk re-enters the United States following his current overseas military service. Otherwise, the above-described probationary terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Gottschalk acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a

satisfactory manner.

Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Gottschalk hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Gottschalk acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

EFFECTIVE DATE

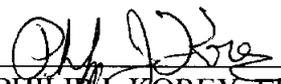
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.


TODD GILBERT GOTTSCHALK, D.O.

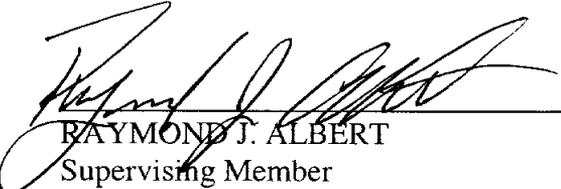
14 MARCH 2005
DATE


LANCE A. TALMAGE, M.D. *FAD*
Secretary

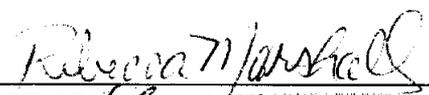
4/13/05
DATE


PHILIP J. KOREY, ESQ.
Attorney for Dr. Gottschalk

March 24, 2005
DATE


RAYMOND J. ALBERT
Supervising Member

4/13/05
DATE


REBECCA J. MARSHALL, ESQ.
Enforcement Attorney

March 28, 2005
DATE