

THE SOUTH DAKOTA STATE BOARD OF MEDICAL  
AND OSTEOPATHIC EXAMINERS

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IN THE MATTER OF THE MEDICAL  
LICENSE OF GONZALO H. SANCHEZ, JR.,  
M.D.  
License Number: 5217

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STIPULATION ON  
AGREED DISPOSITION

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This Stipulation made and entered into by the South Dakota State Board of Medical and Osteopathic Examiners, hereinafter referred to as Board, by and through its duly appointed Investigative Committee consisting of Bernie Christenson, Margaret Hansen and counsel Denny Duncan, and the licensee, Gonzalo H. Sanchez, Jr., hereinafter referred to as Dr. Sanchez, WITNESSETH:

WHEREAS, the Board received information alleging that Dr. Sanchez engaged in unprofessional conduct while at St. Mary's Hospital in Pierre, South Dakota which conduct did not relate to his provision of medical care to a patient; and

WHEREAS, as a result of the receipt of this information, the Board conducted an investigation of such alleged conduct; and

WHEREAS, as a result of such investigation and negotiations relative to an agreed disposition, the parties hereto agree to resolve all issues relative to the alleged conduct of Dr. Sanchez and to issue a reprimand to Dr. Sanchez without the necessity of the Board filing a formal complaint or notice of hearing pursuant to SDCL 36-4-29 in this matter; and

WHEREAS, the parties agree the Board is empowered pursuant to SDCL 36-4-29 to informally settle contested cases of this nature; and

NOW, THEREFORE, based upon the foregoing, the parties stipulate and agree as follows:

1. The Board shall issue to Dr. Sanchez a written reprimand by means of a letter signed by the President of the Board, the text of which shall state:

Please consider this letter as a reprimand issued by the South Dakota State Board of Medical and Osteopathic Examiners arising out of your conduct with respect to a patient B.W. at St. Mary's Hospital, Pierre, South Dakota on or about July 6, 2005. This letter of reprimand shall be made part of your permanent Board file.

2. That as a further condition of this Agreed Stipulation, Dr. Sanchez shall also agree to comply with the following terms and conditions:

A. Dr. Sanchez shall be required to attend, in person, a total of two (2) medical education courses, the subject matter of which shall be the areas of medical ethics and HIPAA Patient Confidentiality. The courses shall require Dr. Sanchez's attendance for a minimum of two (2) business days. The Board would require submission by Dr. Sanchez of the proposed location, date and curriculum of the continuing education courses to the Board in advance of attendance for approval by the Board of such courses and the grant of credit to Dr. Sanchez for his attendance in compliance with this agreement.

B. Dr. Sanchez would pay the costs incurred by the Board in this investigation. This sum would include legal counsel's fees and costs advanced by the Board relative to the Investigative Committee. This amount in the sum of \$2,750.13 payable to the SDBMOE would be paid within fifteen (15) business days following the close of this matter as evidenced by the adoption by the Board of this Agreed Disposition.

C. Dr. Sanchez would provide proof that leave taken for the medical education courses, including travel time to and from the medical education

courses, is not paid leave for which he shall be reimbursed by his employer. Dr. Sanchez shall provide a letter from the Clinic Manager of Medical Associates Clinic or his successor employer that such leave is not paid leave in any respect.

D. Dr. Sanchez shall not take, procure, publish or disseminate any photographs of any patient or person who is receiving medical care from Dr. Sanchez or other medical professionals unless such photographs are taken for a legitimate medical purpose or for the reason of preserving photographic evidence of injuries, medical conditions, treatments or to maintain a record of the recuperative process and results of treatment rendered which have a direct legitimate medical purpose.

3. That Dr. Sanchez waives any and all rights, administrative and judicial, that he may enjoy pursuant to SDCL Chapter 1-26 or SDCL Chapter 36-4, including the necessity of the Board filing of a formal complaint to initiate license sanction proceedings in this matter.

4. The terms and conditions of Paragraph 2.A. shall be completed within one (1) year of the date of the adoption of this Stipulation by the Board. The terms and conditions imposed by Paragraph 2.B. above as contained in this Stipulation shall be completed within one (1) month of the date of the adoption of this Stipulation by the Board.

5. That in consideration of the continued privilege to practice medicine in this State, Dr. Sanchez shall further abide by and comply with all of the following terms and conditions:

A. That Dr. Sanchez shall also comply with all laws relative to the practice of medicine as set forth in SDCL Chapter 36-4 as well as any rules and regulations pertaining to the practice of medicine in the State of South Dakota.

B. Dr. Sanchez shall permit the Board or its authorized agents or representatives to have access to all records of any nature relating to medical services provided by him and shall agree to respond to inquiries and disclose such information as requested by the Board or its authorized agents relative to his practice of medicine in this State.

6. That the parties hereto recognize that Board representatives who have engaged in discussions relative to an agreed disposition of this matter may only make recommendations to the South Dakota State Board of Medical and Osteopathic Examiners, which recommendation may in no way be considered as binding upon the full membership of the Board who would ultimately decide the pending contested case, and this Stipulation is subject to acceptance by the full membership of the Board.

7. It is further agreed that in the event this Stipulation is not accepted by the membership of the South Dakota State Board of Medical and Osteopathic Examiners, such agreed disposition shall not in any manner be considered as binding upon Dr. Sanchez, and in such case, the above entitled matter would proceed to a contested case hearing with no inferences or presumptions being drawn by reason of this Stipulation entered into and that such Stipulation shall in no way prejudice or be considered by the Board upon a contested case hearing or decision thereon.

8. That Dr. Sanchez understands that he has the right and has been afforded the opportunity to have this Stipulation reviewed by his attorney, James McMahan, and

that in the event he chooses to execute this document without taking the opportunity to avail himself of this right such failure shall be deemed to be a waiver of such right.

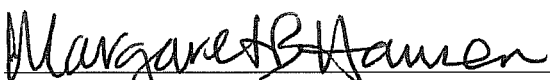
9. That Dr. Sanchez specifically waives any claim that any disclosures made to the full membership of the Board for the purposes of the consideration of this Stipulation have prejudiced his rights to a fair and impartial hearing in the event this Stipulation is not accepted by the full Board and further proceedings before the Board are initiated.

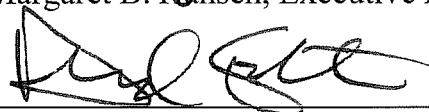
10. Dr. Sanchez further agrees that there have been no inducements, threats or promises made in order to obtain his entry into this Stipulation.

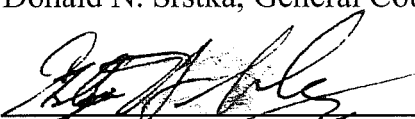
11. That the parties further agree that all statements contained herein are based upon the facts known to the Board on the date of execution of this Stipulation and that this document is considered a public document, which may be published.


Dated this 25 day of May, 2006.

THE SOUTH DAKOTA STATE BOARD  
OF MEDICAL AND OSTEOPATHIC EXAMINERS

By   
Margaret B. Hansen, Executive Director

  
Donald N. Srstka, General Counsel

  
Gonzalo H. Sanchez, Jr., M.D.

  
James E. McMahon  
Attorney for Gonzalo H. Sanchez, Jr., M.D.